

# the growing place

## MONTESSORI

### Facility Use Application

#### Facility User Information

Organization \_\_\_\_\_ Contact Name \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Phone \_\_\_\_\_ Alt. Phone \_\_\_\_\_  
 Fax \_\_\_\_\_ eMail Address \_\_\_\_\_

#### Event Information

Event Description \_\_\_\_\_  One-time use  Recurring use

**One-Time Rental**

Event Date \_\_\_\_\_  
 Setup Time Begins \_\_\_\_\_  
 Event Begins \_\_\_\_\_  
 Event Ends \_\_\_\_\_  
 Departure Time \_\_\_\_\_  
 Total Hours of Facility Use \_\_\_\_\_

**Recurring Rental**

Event Day(s) \_\_\_\_\_  
 Frequency  daily  weekly  
 monthly  other: \_\_\_\_\_  
 Rental Term Requested \_\_\_\_\_  
 Rental Days \_\_\_\_\_  
 Hours of Rental \_\_\_\_\_  
*(Set up and clean up time must be included)*  
 Total Hours of Facility Use \_\_\_\_\_ per \_\_\_\_\_

Facilities Requested  Auditorium  Kitchen  Playground Estimated Attendance \_\_\_\_\_

#### Equipment Needs (check all that apply):

- Chairs (~100 available)
- A/V Equipment
- Disco Lights
- Storage Space (when available)

#### Event Will Include:

- DJ
- Live Entertainment
- Sale of Goods or Services
- Food or Beverages Served
- Seated dining
- Supervision of minor children

### Facility Use Agreement

This agreement is entered into between The Growing Place Montessori, Inc., a California Corporation, hereinafter called "The Growing Place Montessori," and \_\_\_\_\_ (Facility User), a \_\_\_\_\_ (Entity Type), hereinafter called "Facility User."

1. The Facility User agrees to pay the applicable rental fee and abide by the Conditions of Facility Use (see attachment). Violation of any of the Conditions of Facility Use may result in termination of the event.  
**I have received a copy of and agree to the Conditions of Facility Use. (Initial Here)** \_\_\_\_\_
2. A security deposit in the amount of \$\_\_\_\_\_ is due upon approval of the Facility Use Application. Final payment must be received no less than 14 days prior to the event (one time use). Recurring use payments are due in advance by the \_\_\_\_\_ of the \_\_\_\_\_, submitted either to an authorized representative of The Growing Place Montessori or to the payment slot in the front counter. Eligible security deposit refund will be returned within 14 days after the event.
3. A \$25 cancellation fee will be imposed if the event is cancelled less than 14 days in advance of the rental (one time use) or prior to the expiration of the contract term (recurring use). Month to month recurring use rentals must give a minimum of 30 days' written notice to avoid the cancellation penalty and forfeiture of the security deposit.
4. This agreement is for the sole use by Facility User, and may not be assigned to any other party.
5. No amendment or change to the agreement or incorporated terms shall be effective unless first made in writing and signed by all parties.

6. All Facility Users are required to return and comply with the terms of our Facility Rental Insurance Requirement Agreement. The Growing Place Montessori must receive a Certificate of Insurance and be named as additional insured on an attached endorsement. Facility Use Applications are not considered approved until adequate insurance is received by the administrative office (even if the date has been held).
7. Allowing food or beverage consumption or service on any part of the premises requires rental of the kitchen facility (see Conditions of Facility Use for more details and restrictions). Rental of kitchen and playground facilities require submittal of additional agreements and observation of their rules and conditions of use.
8. Absolutely no beer, wine, or other alcoholic beverages, smoking, drugs, or other illegal substances will be permitted on the property (see Conditions of Facility Use for additional items that are prohibited).
9. The Facility User agrees to contact the administration immediately (858-735-9340 or 858-204-7303) in the event of any unusual occurrence, unlawful act, maintenance emergency, physical injury, property damage, or the like during the course of the Event(s).
10. The Growing Place Montessori is not responsible for any property bought, used, or left on or about the facility in connection with Facility User's use of the facility.
11. A representative of The Growing Place Montessori may enter the facility at any time to observe Facility User's use of the facility.
12. Facility user shall comply with all municipal, state and federal laws, and rules and regulations of any applicable agencies.
13. In the event The Growing Place Montessori requires the use of any attorney to pursue any of the remedies available under this agreement against Facility User, including the filing of a lawsuit, and Facility User is determined by a court, arbitrator, or any other alternate dispute resolution forum of competent jurisdiction to be in default hereunder, Facility User shall pay all costs and expenses, including but not limited to reasonable attorneys' fees incurred by The Growing Place Montessori in the enforcement of this agreement.
14. Should any clause, paragraph, sentence or section of this agreement or incorporated terms be determined to be void, illegal, or unenforceable by any competent jurisdiction, the remaining provisions of this agreement and incorporated terms shall remain in full force and effect.
15. This agreement shall be deemed to create only the relationship of licensor-licensee between the parties, and shall in no event be deemed to create any other relationship, including, without limitation, landlord-tenant, principal-agent, master-servant, employer-employee, or partner-joint venturer.

Facility User, for it/themselves and all officers, agents and members, hereby waive any and all rights to any and all loss or damage that may accrue against The Growing Place Montessori, its officers, directors, shareholders, employees, trustees, and/or agents, arising out of the facility use, whether for negligence or any other cause. Facility User further releases, holds harmless, and indemnifies The Growing Place Montessori, its officers, directors, shareholders, employees, trustees, and/or agents, from any and all loss, claim, personal injury, death, damage, demand, liability, suits, cause(s) of action, expense and cost, attorneys' fees, cost of defense and/or settlement, arising directly or indirectly from: a) Facility Users entry onto, use, and/or departure from the Facility, and/or any license, privilege, activity or service pertaining thereto, and/or: b) any act, omission, negligence, negligence per se, misrepresentation, breach of contract, strict liability, or other acts of The Growing Place Montessori, its officers, directors, shareholders, employees, trustees, and/or agents.

**I have read and understand the above waiver of liability. (Initial Here) \_\_\_\_\_**

Falsifying information on the Facility Use Application is grounds for denial and may result in criminal prosecution, event cancellation, and/or loss of entire rental fee. I have read this notice and understand the consequences for falsifying information on this Application. I certify, under penalty of perjury, that I am an authorized representative of the organization listed above and that the information I have given on this Application is true and correct to the best of my knowledge and belief. I understand and agree to obey to all facility rules, regulations, and policies.

**Applicant's Signature \_\_\_\_\_ Date \_\_\_\_\_**

Agreement approved, The Growing Place Montessori, Inc., by \_\_\_\_\_ (Corporate Officer) ,  
 \_\_\_\_\_ (Title), this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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### Conditions of Facility Use

<b>Facility</b>	<b>M-Th Hourly Rate</b> (2 hr. min.)	<b>F-Su Hourly Rate</b> (3 hr. min.)
Auditorium (2400 sf)	\$25	\$40 (\$60 Saturdays after 5pm)
Kitchen	\$15	\$20
Playground/Field	\$10	\$10
A/V Equipment	\$10 per use	\$10 per use
Disco Lights	\$25 per use	\$25 per use

#### Application For Use

A Facility Use Application and Agreement must be submitted at least two weeks prior to the event to allow for processing. Applications are required for all groups requesting facility use. There is a two hour minimum Monday-Thursday and three hour minimum Friday-Sunday.

When filling out the application, please make sure to:

1. Type or print neatly.
2. The requested time frame should include allowing time for set-up and clean-up.
3. Submit the entire application. A copy will be sent to you confirming your reservation.
4. Include your full address (including City and Zip Code) and telephone number. If the address is not legible or complete, your application can not be processed and your event will not be scheduled.
5. Be informed that it is the responsibility of the Facility User to be sure all insurance requirements and lawful regulations are met for their own organization as well as any external vendors. It is also the responsibility of the Facility User to inform any external vendors of the rules and regulations for use of the property.

#### Name and Title of Applicant and Signature

The Facility User listed on the application is the legal party requesting the facility. The signature on the application must belong to an officer of the organization that assumes legal liability for the event.

#### Reservations

You will receive a confirmation letter with a copy of your application and agreement confirming your reservations. The letter will list the dates, times and any applicable fees. Please contact us immediately if there is a discrepancy. It is your responsibility to check for scheduling errors. Applications are processed in the order of when the date of the event, not when the application was submitted.

#### Kitchen/Playground Use

Rental of kitchen and playground facilities require submittal of additional agreements and observation of their rules and conditions of use.

#### Fees

All fees and deposits due will be listed on your confirmation letter. Please make your check/money order payable to "The Growing Place Montessori" and include your group name and event date on your check.

#### Changes

Any changes to the original reservation must be made in writing at least two weeks prior to the change. No changes will be accepted over the phone. There is a \$10 charge for each change made to the original reservation. You may not give your reserved time to another group.

#### Cancellations

If you cannot use the dates requested, submit in writing your cancellation. A \$25 cancellation fee will be imposed if the event is cancelled within 14 days of the rental.

#### Schedule Conflicts

Please note that internal functions of The Growing Place Montessori take precedence over facility rentals; therefore, your event may need to be rescheduled or cancelled with or without advance notice. We will do our best to give you as much notice as possible. There are no guarantees for facility use and we are not required to give notice of cancellation.

#### Insurance Requirements

All Facility Users are required to return and comply with the terms of our Facility Rental Insurance Requirement Agreement. The Growing Place Montessori must receive a Certificate of Insurance and be named as additional insured on an attached endorsement. Your application is not considered approved until adequate insurance is received by the administrative office (even if the date has been held).

#### Safety Standards

All applicable safety regulations and laws (federal, state, and local) must be observed by facility users. This includes noise ordinance, child supervision and traffic laws. In the event that the authorities are called out for any related disturbance (including noise ordinances or falsely pulling the fire alarm), the rental may be terminated immediately and the Facility User will forfeit the security deposit for the event.

Facility Users that have recurring use of the facility will also be required to hold regular fire drills, and will be responsible for all costs associated with administering fire drills.

#### Use Restrictions

The use of the facility for private parties or religious ceremonies such as baby showers, wedding receptions, baptisms, birthday parties, etc. is discouraged. Use will be granted on a case by case basis at the owners' discretion.

### Prohibited Items/Activities

Prohibited items and activities include (but are not limited to): alcoholic beverages, drugs or other illegal substances, trampolines, rock climbing walls, 'jumpers' or other large inflatable vinyl items, smoke/fog machines, pyrotechnics, barbecues, any open flame (including candles), fireworks, silly string, confetti, or animals. Contact the administrative office for more information.

### Supervision

It is the responsibility of the Facility User to properly supervise the event and its participants, including all minors. This may require hiring qualified staff or security guards during the event.

If at any time minors are to be supervised in the physical absence of their parents or guardians, supervisors must be qualified with appropriate credentials and background clearance (See "Enrichment/External Instructors," below). Children must be supervised at all times with a one adult per six children under 3, twelve children between the ages of 3-12, and 15 children between 13-18 ratio. Children must be within view of an adult at all times and may not be allowed unsupervised in any part of the premises at any time.

### Rental Hours

Rental events may begin as early as 7:00am. All events must be concluded by 10:00 pm. Facilities must be completely vacated no later than 11:15 pm. This means you are in your car, driving off the property. There will be additional charges if these restrictions are violated. Due to noise abatement issues, these timelines are strict.

### Clean-Up and Maintenance

It is the responsibility of Facility Users to leave the facility as it was found, including proper maintenance of all fixtures and equipment. For example, chairs and tables must be put back into their original places, floors must be left free of debris, restrooms cleaned, and trash must be taken out to the dumpsters.

Approved cleaning supplies are provided by the Facility and are located adjacent to the Auditorium in the janitorial supply area. Gloves should be worn with all cleaning solutions. Please do not use your own cleaning supplies, as they may be too abrasive or not meet hazardous materials requirements.

Any supplied or rented belongings must be removed from the facility prior to the event's end, or stored in such a manner as mutually agreed by both parties. Failure to comply will result in additional charges at the owner's discretion.

The Facility User is responsible for any cleaning or maintenance services that arise out of failure to return the facility to its original condition. Failure to comply with cleaning and maintenance requirements will result in additional charges and/or forfeiture of the security deposit.

### Seating

There are a number of folding chairs available and stored on mobile racks. Please return chairs to their proper storage racks when not in use, and take care not to push the racks across the wood dance floor. Additional chairs will need to be supplied by the organization requesting the facility. The maximum total capacity is 273, per the fire code.

### Parking

All vehicles must be parked in designed parking stalls. No curb side parking or parking in any area designated with red or yellow markings. Handicapped vehicles must be clearly marked. Failure to comply will result in the vehicle being towed at the owner's expense.

### Drug and Alcohol Policy

There shall be no smoking or use of tobacco products or illicit drugs of any kind, or use/possession of alcohol on the property, whether indoors or outside. This includes parking lots, sidewalks, fields and playgrounds. Violations will result in termination of the event, forfeiture of security deposit, and denial of future applications.

### Enrichment/External Instructors

Any Facility Users that will allow adults to physically interact with students under the age of 18 must have appropriate credentials and Live Scan fingerprinting on file with the Department of Justice. More information is available through the administrative office.

### Facility Entry

A custodian will be responsible for opening the facility. At this time, please perform an informal walk-through of the premises and note anything that is out of place. If an unusual or unsafe occurrence takes place during the event, please call Datta or Dilip at 858-204-7303 or 858-735-0539. Facility Users are responsible for closing up, locking, and securing the facility, as well as all set up and clean up involved with the event.

### Kitchen Use

No admittance to the kitchen is allowed without express written consent. All food served must comply with San Diego Health Department regulations. Any catering or sale of food products must be licensed by the health department, with a current Health Certificate posted clearly on the premises.

### Food and Beverages

No food or drinks are allowed in the facility without kitchen rental. Food and drink are allowed in the auditorium only with seated meals and full table service (no buffet-style food service is allowed). This includes coffee and water. At no time is food allowed on the wood dance floor.

Food and drink may be served on the playground (with playground rental, in the kitchen, or in the lobby, so long as it is not consumed in the Auditorium).

No stoves, hot plates, barbecues, open flame, or other gas or electric heating devices shall be used. Sterno-style chafing dishes are acceptable in the kitchen and on the playground.

### Animals

No dogs or other animals are allowed on the premises, except guide dogs for the visually impaired that are in service. This applies to applicants and visitors.

### Termination of Event/Denial of Application

Violation of the Conditions of Use may result in termination of the event and forfeiture of the security deposit. Applications may be denied if past use of facilities has resulted in violation of rules, abuse of the property, unpaid invoices or unpaid costs for damages.

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### Facility Rental Insurance Requirement Agreement

All rental groups (private, commercial, or otherwise) are required to provide liability insurance coverage prior to Facility use. The Growing Place Montessori must receive a Certificate of Insurance and be named as additional insured on an attached endorsement. Because of the considerable risk involved in providing facility use to the general public, there are no exceptions. The minimum required limits of coverage are:

- General Aggregate: \$2,000,000 (annual)
- General Liability: \$1,000,000 (per occurrence)
- Products-Comp/Ops Aggregate: \$1,000,000
- Personal and Ad. Injury: \$1,000,000
- Each Occurrence: \$1,000,000
- Fire Damage: \$100,000\*
- Medical Expense (per person) \$5,000

Coverage must be per occurrence, not claims made.

\*Activities that place buildings at higher risk for fire (use of kitchen, lighting, heavy electrical gear, etc) require a \$1,000,000 Fire/Property limit.

Certificate holder must state:  
The Growing Place Montessori  
13242 Pomerado Road  
Poway, CA 92064

As an authorized agent of (Company/Organization Name) \_\_\_\_\_, I agree to provide insurance coverage for the following event date(s) \_\_\_\_\_, as required by the Conditions of Facility Use. I understand that the event may not take place without providing insurance as specified above, and the cancellation penalty will remain in effect for failure to provide insurance prior to the event.

Signature of Authorized Representative \_\_\_\_\_

Printed Name \_\_\_\_\_ Date \_\_\_\_\_

### How Do I Get Insurance?

The following resources for special event insurance are provided for your information and reference only. The Growing Place Montessori does not have any affiliation with, recommend, or endorse the following:

<u>Company Name</u>	<u>Phone</u>	<u>Web Address</u>
K & K Insurance Group	800-648-6406	<a href="http://www.kandkinsurance.com">www.kandkinsurance.com</a>
Markel Insurance Group	877-723-3933	<a href="http://www.privateeventinsurance.com">www.privateeventinsurance.com</a>
Jeewanjee Insurance Agency	800-257-7718	<a href="http://www.onedayevent.com">www.onedayevent.com</a>
Allen Financial Insurance Group	800-874-9191	<a href="http://www.eggroup.com">www.eggroup.com</a>
Gales Creek Insurance Services	503-227-0491	<a href="http://www.galescreek.com">www.galescreek.com</a>
RV Nuccio & Associates	800-567-2685	<a href="http://www.rvnuccio.com">www.rvnuccio.com</a>

Please note: In certain circumstances, personal events (i.e. non-commercial functions such as quilting bees, philanthropic groups, club meetings, etc.) may be covered under your personal homeowner's policy. Contact your insurance agent to see if this might apply to your event.