

PLACENTIA ROUND TABLE WOMEN'S CLUB

901 N Bradford Ave, Placentia CA 92870 – 714.993.4560
prtwarentals@gmail.com



ANNUAL RENTAL CONTRACT

This *Rental Contract* is between the Placentia Round Table Women's Club (PRTWC) and:

Renter Name (Printed): _____

Street Address: _____ City: _____ Zip: _____

Primary Email: _____ Cell #: _____

Secondary Contact: _____ Phone #: _____

The Renter noted above is agreeing to rent the facilities at 901 N. Bradford Ave., Placentia CA 92870. This *Contract* between PRTWC and the Renter will be the only *Contract* governing the use of the facilities. No other written or oral instructions will cause these terms to be altered or changed in any way unless by a signed *PRTWC Rental Contract Addendum*.

TERMS OF CONTRACT

1. FINANCIAL ARRANGEMENTS

1.1. RESERVATION/CANCELATION

- a. The Renter will pay a non-refundable Reservation Fee at the time of signing an *Event Rental Contract*.
- b. PRTWC may cancel an event IF the final floor plan and payment is not submitted within fourteen (14) days of the event date.
- c. PRTWC has a "No Cancellation" Policy. No funds will be returned if a contracted event is cancelled.

1.2. BALANCE DUE

The final balance must be received fourteen (14) days prior to the rental date.

1.3. ADDITIONAL FEES

- a. If any agreed-upon additional costs are added prior to the event, a *Rental Contract Addendum* must be completed and signed by all parties.
- b. After the event, if any additional fees need to be assessed due to damage, the Renter will be billed for the cost of the repairs and supporting repair documentation will be provided.
- c. If PRTWC incurs any bank fees due to Renter's returned check(s), the Renter is responsible to reimburse PRTWC.

2. FACILITY/PROPERTY

The PRTWC facilities/property referred to in this *Contract* includes the main building, the wall-enclosed outside Patio area, and the parking lot. Any areas of the property not available to the Renter will be identified on Page 1 of the *Contract*.

2.1 CAPACITY

- a. The maximum total guest capacity at any event is 200.
- b. The maximum guest seating capacity of the Main Room is 200.
- c. The maximum guest seating capacity of the outdoor Patio is 100.
- d. When a 200-person capacity is reached Security will hold the door, allowing one person in for one person out.

2.2 PRE-EVENT

- a. Prior to the Event, the Client must review and sign the *Contract Confirmation*.
- b. Floor Plan arrangements:
 - i. *Floor Plan(s)* must be submitted for review and approval fourteen (14) days prior to the event.
 - ii. PRTWC designated staff will set up tables and chairs in the room and/or outside patio area per the pre-agreed arrangement on the *Floor Plan(s)*.

2.2 Pre-Event (cont'd)

- c. Set Up Activities:
 - I. Renter has a maximum of four (4) hours, at no additional cost, to allow caterer, florist, DJ/band, etc. to setup on either the day of the event and/or (if the facility is not rented) the day before the event. This time period is to be noted on the Floor Plan.
 - II. If pre-event activities take place the day before the event, they must be completed and the facility vacated by 9:00 p.m.
 - III. All lights and air conditioning must be turned off when the facility is vacated after pre-event activities. If electrical items are found to be left on, an hourly fee will be assessed and billed to the Renter.

2.3 EVENT

- a. The playing of music, live or electronic, must end by 11:30 p.m., or 30 minutes before the event is scheduled to end.
- b. Music may not be played or fed through speakers on the outside patio after 8:00 p.m.
- c. The noise level of any type of music may not exceed 85 on the noise level decibel meter.
- d. If the noise level is not maintained at or below 85 decibels, Security personnel will provide one warning. If not turned down or the sound increases again after the warning, Security will require the music to be turned off.
- e. Security will notify the Renter if a Contract violation occurs. After the first warning, if another infraction occurs which involves alcohol, the bar will be closed. If there is a third infraction of any kind, the event will be closed down.
- f. Renter is responsible to maintain bathroom cleanliness during events.

2.4 POST EVENT

- a. The Renter will have the last 30 minutes of the contracted Rental Time Period to clean the facility. E.g., Remove table cloths, gift wrapping, decorations, trash, etc.
- b. All trash is to be placed in sealed garbage bags and left in the kitchen for disposal.
- c. The facility and parking lot must be vacated by midnight.
- d. PRTWC is not responsible for any items left behind by any person after an event.

3. SECURITY

- a. Security, supplied by PRTWC, is required at any event with the exception of item (b) below. A fee is charged for this service and is identified on page 1 of this *Contract*.
- b. Security Personnel are not required when an event is scheduled for:
 - Under three (3) hours
 - Between the hours of 10:00 a.m. and 4:00 p.m.
- c. If alcohol is to be served OR there are 100 or more guests at the event, additional Security, supplied by PRTWC, is required.
- d. Security Personnel have the authorization from PRTWC to:
 - i. Escort guests off the property should *Contract* infractions or uncontrollable behavior occur.
 - ii. Call the Placentia Police Department if they deem it necessary for the safety of guests or themselves.
- e. *Placentia City Ordinance*: If the Police are called to the PRTWC facilities more than once due to disturbances of any kind at your event, a fine is levied on PRTWC which must be paid by the Renter.
- f. If any of the *Contract* terms agreed to by the Renter is not adhered to during the event, Security personnel has the authority to shut down the event.

4. FOOD and DRINK SERVICE

4.1. FOOD

- a. Caterers must provide a *Certificate of Insurance* naming PRTWC as an "additional insured."
- b. All food must be fully prepared offsite. Food preparation is not allowed in the kitchen. The metal table tops in the kitchen may only be used to store food for service.
- c. The kitchen cupboards and drawers belong to PRTWC members and are NOT part of the rental *Contract*. The Renter must supply their own utensils.
- d. The Kitchen appliances which MAY be used during an event are: Refrigerator, Freezer, Ice-Maker, and Microwave.
- e. The Kitchen appliances which MAY NOT be used during an event are: Dishwasher, Stove top, and Oven.
- f. All food and beverage containers and serving utensils must be removed from all areas of the facility by the end of the event.

4.2. ALCOHOLIC BEVERAGES

- a. If a Caterer is providing the alcoholic beverages, a Liquor Liability clause must be included in the *Certificate of Insurance*
- b. All Bar Service must be provided by a licensed Bartender.
- c. All alcoholic and non-alcoholic beverages must be obtained from the designated Bartender and served in plastic containers. No glass containers of any type (including bottles) may be served from the bar.
- d. Glassware and glass bottles may only be used during table service at mealtime
- e. There is a maximum of five (5) hours bar service and the serving of alcoholic drinks must end one (1) hour before the event ends. This timing starts when the first drink is poured.
- f. All alcohol is to be served and must be consumed within the confines of the Main Room and/or Patio area only. Consumption of alcohol may not take place in the parking lot. If guests do drink in prohibited areas, they will be warned that they may be asked to leave the premises.
- g. No guest may bring alcoholic beverages onto PRTWC property. If this occurs the responsible person(s), may be asked to leave.
- h. Alcoholic beverages are to be served under the supervision of an adult at all times.
- i. If a minor is caught with an alcoholic beverage the person who provided the alcohol to the minor may be asked to leave the premises. Security has the authority to shut down the bar if they deem it appropriate.
- j. *City of Placentia Ordinance: After 6:00 p.m., no other alcohol may be brought on to the property or in the facilities by anyone including the host, catering, or bar service company.*

5. GUESTS

- a. Children must be supervised at all times by an assigned person. Children running around uncontrollably will not be allowed. PRTWC reserves the right to have Security personnel instruct the children to remain inside the clubhouse.
- b. For safety reasons, children may not play in front of the building or within the parking lot.
- c. No guests of any age are allowed in the kitchen.

6. PROHIBITED ITEMS

- a. Smoking, of any type, is not allowed inside the building, on the Patio, or within 25 feet of the building.
- b. The burning of candles, fireworks, or any other flammable items on the premises, including the parking lot, is prohibited according to the Placentia Fire Department.
- c. The spraying of any type of propellant, on or in any area of PRTWC property, is prohibited.
- d. The use of thumbtacks, tape, pins, nails, or any other method of attaching decorations to walls or furnishings is not allowed.
- e. The use of rice, birdseed, confetti, glitter, or any other items that may cause litter on the property is prohibited and, if used, an additional clean-up fee may be charged.
- f. No drugs or weapons of any kind are allowed on any area of PRTWC property.
- g. No large 'play' items are allowed. E.g., Bouncy Houses, Jumpers, Trampolines, etc.
- h. No glassware or glass bottles may be served from the bar.

All terms of this contract shall apply to each Client event for a period of twelve (12) months from the date signed below.

RENTER NAME (Printed)

RENTER SIGNATURE

Date

PRTWC REPRESENTATIVE NAME (Printed)

PRTWC REPRESENTATIVE SIGNATURE

Date

INDEMNIFICATION AGREEMENT AND COVENANT NOT TO SUE



The Renter has read all items outlined within this *Contract* and agrees to be bound by them. Any changes to this *Contract* that are not agreed upon between PRTWC and the Renter will make this *Contract* null and void.

The Renter will hold harmless the Placentia Round Table Women's Club (PRTWC) and indemnify PRTWC from all injury, wrongful death, loss, claims, or damages to any person or property while on the PRTWC premises, unless caused by willful acts or omissions or gross negligence of the PRTWC, its elected and appointed officials, officers, members, volunteers, employees, agents, licensees, or contractors.

The Renter will hold harmless the PRTWC and indemnify PRTWC for any illness resulting from food being brought in for the contracted event. In addition, the Renter releases the PRTWC from any liability resulting from any food or beverages provided for this event.

PRTWC, its Renter, and Renter's guests are aware of and will obey all rules and regulations of the Orange County Health Department, the City of Placentia, the State of California, and the CDC with regards to laws that apply during this time to the limits imposed by COVID 19.

The Renter (undersigned) on behalf of himself or herself, his or her company, guests, or organization, his or her heirs:

- I. assumes the risk of any and all personal injuries and property damage which may be suffered as a result of participating in this contracted event;
- II. waives his or her right to sue the above-mentioned parties relating to the event activities;
- III. covenants with the above-mentioned parties to forever refrain from instituting, pressing or in any way aiding any claim, demand or cause of action, for damages, costs, loss of services, expenses or compensation for, on account of, or in any way arising from the undersigned's participation in the contracted event.

This covenant is intended by the parties to be a waiver of California Civil Code Section 1542 which reads as follows:

"A general release does not extend to claims which the creditor does not know or suspect exist in her or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement to the debtor."

In signing below, I (the Renter) agree to abide by all the standards and rules set forth by PRTWC and acknowledge and agree that any activity that I or my guests engage in, which is deemed detrimental by PRTWC and its designated personnel, may cause expulsion from the contracted event.

RENTER NAME (Printed)

RENTER SIGNATURE

Date

PRTWC REPRESENTATIVE NAME (Printed)

PRTWC REPRESENTATIVE SIGNATURE

Date