

PLACENTIA ROUND TABLE WOMEN'S CLUB

INDEPENDENT RENTAL CONTRACT



This is a *Rental Contract* between the Placentia Round Table Women's Club hereafter known as PRTWC and:

Name (Printed): _____

Street Address: _____ City: _____ Zip: _____

Primary Email: _____

Cell Phone #: _____ Secondary Phone #: _____

Optional Secondary Contact Name (Printed) _____

Secondary Contact Phone Nbr. _____

The person noted above, hereafter referred to as "Renter," is agreeing to rent the facilities at 901 N. Bradford Ave., Placentia CA 92870. PRTWC Mailing address is P.O. Box 334, Placentia CA 92871.

Rental Date: _____ Rental Time Period: _____

Rental Purpose: _____ Number of Attendees: _____

Caterer: _____

RENTAL CHARGES

No funds will be returned if event is cancelled.

Base Rental Fee: _____ \$

Non-Refundable Reservation Fee: _____ Check _____ Cash _____ Zelle _____ \$

Security Fee: _____ Alcohol _____ No Alcohol _____ \$

Other Fees (Specify) _____ \$

SUB TOTAL: _____ \$

MINUS Non-Refundable Fee: _____ \$

FINAL Balance Due: _____ \$

Balance Due with Floor Plan On: _____

RENTER'S SIGNATURE

DATE

PRTWC REPRESENTATIVE SIGNATURE

DATE

TERMS OF CONTRACT

This written *Contract* between PRTWC and the Renter will be the only *Contract* governing the use of the facilities at 901 N. Bradford Ave., Placentia CA. No other written or oral instructions will cause it to be altered or changed in any way.

1. FINANCIAL ARRANGEMENTS

1.1 RESERVATION/CANCELLATION

- a. The Renter will pay a non-refundable Reservation Fee at the time of signing this contra

1.2 BALANCE DUE

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

1.3 ADDITIONAL FEES

- a. If damage occurs, the Renter will be billed for the cost of repair. Supporting repair documentation will be provided to the Renter.
- b. 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, inclusive of all rooms, 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. *Floor Plan* arrangements:
 - I. A *Floor Plan* 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 or outside patio area per the pre-agreed arrangement on the *Floor Plan*.
 - III. Any changes to room/patio setup after it has been completed per the *Floor Plan* may only be completed by PRT designated staff.
- b. Set Up Activities:
 - I. Renter has a maximum of three (3) 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.

Important: Any time over a total of three (3) hours for pre-event activities regardless of which day(s), will be charged the additional fee.

If pre-event activities take place the day before the event, they must be completed and the facility vacated by 9:00 p.m.

- II. 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.

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. The noise level of any type of music may not exceed 85 on the noise level decibel meter.
- c. If the noise level is not maintained at or below 85 decibels, Security personnel will provide one warning. If not turned down or sound increases again after the warning, Security will require the music to be turned off.
- d. Music may not be played, or speakers may not be used on the patio after 8:00pm.

2.4 POST EVENT

- a. The Renter's party 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 removed by the Renter placed in the outside trash container.
- c. All parties at the event must be off the premises by midnight.
- d. PRTWC is not responsible for any items left behind by any person after an event.

3. SECURITY

- a. A Security person, supplied by PRTWC, is required at any event with the exception of item (c) below. A fee is charged for this service and is identified on page 1 of this *Contract*.
- b. If alcohol is to be served or there are 100 or more guests at the event, a second Security person, supplied by PRTWC, is required.
- c. 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.
- 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. *City of Placentia Ordinance*: If the Placentia Police are called to the PRTWC facility for a second time in one day to respond to complaints of disturbing the peace (loud noises etc.) a fine will be levied on PRTWC. If activities of the Renter or their guests cause a fine to be levied on PRTWC, it 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 and the Reservation Deposit will be forfeited.

4. FOOD and DRINK SERVICE

4.1. FOOD

- a. Caterers or Restaurants 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. These kitchen appliances MAY be used during an event: Refrigerator, Freezer, Ice-Maker.
- d. The kitchen cupboards and drawers belong to PRTWC members and are NOT part of the rental *Contract*. The Caterer/Renter must supply their own utensils.

- e. 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 Caterer or designated Bartender.
- c. There is a maximum 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.
- d. All alcohol is to be served and must be consumed within the confines of the Main Room and/or outside Patio area only. Consumption of alcohol may not take place in the parking lot or other exterior areas, except the outside Patio. If guests do drink in prohibited areas, they will be warned that they may be asked to leave the premises.
- e. Alcoholic beverages are to be served under the supervision of an adult at all times.
- f. If a minor is caught with an alcoholic beverage the Security person has the authority to shut down the bar if they deem it appropriate.
- g. If a minor is caught drinking alcohol, the person who provided the alcohol to the minor may be asked to leave the premises.
- h. All alcoholic and non-alcoholic beverages must be obtained from the designated Bartender and served in plastic containers. No glass containers of any type may be used.
- i. No guest may bring alcoholic beverages onto PRTWC property. If this occurs the responsible person(s), may be asked to leave.
- 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 when on PRTWC property. 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.
- d. All guests must exit the premises by 11:30 p.m.

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 or any flammable items on the premises, including the parking lot, is prohibited according to the Placentia Fire Department.
- c. The use of thumbtacks, tape, pins, nails, or any other method of attaching decorations to walls or furnishings is not allowed.
- d. The use of rice, birdseed, confetti, glitter, smoke machines or any other items that may cause litter on the property is prohibited and, if used, an additional clean-up fee may be charged.
- e. No drugs or weapons of any kind are allowed on any area of PRTWC property.
- f. No large 'play' items are allowed. E.g., Bouncy Houses, Jumpers, Trampolines, etc.

7. 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 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.

Client Name Printed

Client Signature

Date

PRTWC Representative Printed

PRTWC Representative Signature

Date

