

CLUBHOUSE RENTAL AGREEMENT

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| 1. RENTER'S FIRST & LAST NAMES | | 2. EVENT DATE(S) | | | | | | | | | | | | | | | | | |
| 3. RENTER'S EMAIL ADDRESS | | 4. RENTER'S PHONE # | | | | | | | | | | | | | | | | | |
| 5. RENTER'S MAILING ADDRESS, CITY, STATE & ZIP | | | | | | | | | | | | | | | | | | | |
| 6. EVENT TYPE/DESCRIPTION | | 7. ESTIMATED GUEST COUNT | | | | | | | | | | | | | | | | | |
| 8. EVENT START TIME | | 9. EVENT END TIME | | | | | | | | | | | | | | | | | |
| 10. BOOKING DEPOSIT Received from _____ in the sum of \$500 paid on _____ by <input type="checkbox"/> check <input type="checkbox"/> cashier's check <input type="checkbox"/> money order (# _____) for the use of the clubhouse building and equipment of the Napa Women's Club, Inc. from _____ to _____ on the date(s) noted above. | | | | | | | | | | | | | | | | | | | |
| 11. FEES <table style="width:100%; border:none;"> <tr> <td style="width:30%;">Rent _____</td> <td style="width:30%;">Security Personnel: 1st guard From _____ To _____ = _____ Hrs</td> <td style="width:20%;"></td> <td style="width:20%;"></td> </tr> <tr> <td>Cleaning* _____</td> <td>2nd guard From _____ To _____ = _____ Hrs</td> <td></td> <td></td> </tr> <tr> <td>Security _____</td> <td></td> <td>Total Hours _____</td> <td></td> </tr> <tr> <td>TOTAL _____</td> <td></td> <td>Total Hours _____ x \$ _____ per hour=\$ _____</td> <td></td> </tr> </table> <p>All fees are due by _____. Rent, cleaning and security fees shall be paid by the rental client 14 days prior to the event date; payable by check, cashier's check or money order (payable to the Napa Women's Club, Inc.).</p> | | | | Rent _____ | Security Personnel: 1 st guard From _____ To _____ = _____ Hrs | | | Cleaning* _____ | 2 nd guard From _____ To _____ = _____ Hrs | | | Security _____ | | Total Hours _____ | | TOTAL _____ | | Total Hours _____ x \$ _____ per hour=\$ _____ | |
| Rent _____ | Security Personnel: 1 st guard From _____ To _____ = _____ Hrs | | | | | | | | | | | | | | | | | | |
| Cleaning* _____ | 2 nd guard From _____ To _____ = _____ Hrs | | | | | | | | | | | | | | | | | | |
| Security _____ | | Total Hours _____ | | | | | | | | | | | | | | | | | |
| TOTAL _____ | | Total Hours _____ x \$ _____ per hour=\$ _____ | | | | | | | | | | | | | | | | | |
| 12. *CLEANING FEE a. Payment of the cleaning fee is non-refundable and non-negotiable; payable by the rental client. | | | | | | | | | | | | | | | | | | | |
| 13. DEPOSIT & SERVICE CHARGES a. The booking deposit shall be paid with or prior to the signing of the Clubhouse Rental Agreement. b. A \$20.00 service charge shall be applied for checks that are returned due to insufficient funds. c. The rental client shall forfeit the paid deposit if cancellation is made less than one week (seven days) prior to the event date. d. Notification of cancellation by the client shall be made by email, text or written correspondence to the Club. e. Last day to cancel this contract and NOT forfeit the paid deposit shall be on _____. f. The building shall be inspected after the event, and if left in order consistent with the terms of this contract and instructions posted in the Clubhouse, the security deposit shall be refunded. g. If the property, building or the contents therein or thereon are damaged or not left in order, the client shall not receive a full deposit refund. h. A re-stacking service charge shall be assessed when chairs are stacked improperly after the event. i. A false alarm service charge shall be assessed when the fire alarm is triggered through negligent use. j. Written notification of charges deducted from the deposit shall be provided to the client. Damage(s) greater than the deposit paid shall be billed at repair and/or replacement cost(s). | | | | | | | | | | | | | | | | | | | |
| 14. ACCESS KEY TO BUILDING a. The entrance key shall be issued to the rental client at the Clubhouse at _____ on _____. b. The Clubhouse Rental Program Manager and/or his/her designee shall wait up to 15 minutes following the designated time of key issuance. c. The client shall assume responsibility to pick up the entrance key from a location of convenience to the Rental Program Manager and/or his/her designee due to key pick-up tardiness that exceeds 15 minutes. | | | | | | | | | | | | | | | | | | | |

15. INSURANCE LIABILITY & OTHER SAFETY ISSUES

- a. The rental client shall furnish a copy of a **Liability Insurance Certificate with the Napa Women's Club, Inc. as an additional insured for liability up to one million dollars.**
- b. The Liability Insurance Certificate shall be submitted on or before 14 days prior to the event date.
- c. **The Napa Women's Club, Inc. shall not be liable for any damage(s) or injury(ies) to the rental client, any other person or property of the rental client occurring on the premises or any part thereof.**
- d. **Open alcoholic beverages shall not be taken off the Clubhouse grounds**, onto public sidewalks/roads or into residential neighborhoods.
- e. **Smoke and/or fog machines shall not be used at the Clubhouse** as they are known to trigger the fire alarm. If the alarm is triggered and the Fire Department responds to the false alarm, **a service charge** shall be assessed to the client and/or withheld from the booking deposit.

16. SECURITY REQUIREMENTS

- a. Bonded and licensed security personnel shall be in attendance when alcohol is served.
- b. Security personnel shall be lined up by the Napa Women's Club, Inc. and charged to the rental client (see "Section 11. FEES").
- c. **Alcohol shall not be served or handled by minors.** Any violation of this policy serves as grounds for the immediate closure of the event, forfeiture of the booking deposit and/or assessment of penalties for fines levied by the City of Napa.

17. DAMAGES TO PREMISES

- a. The rental client shall inspect the building, equipment and premises to ensure they are in order before taking possession and upon departure of the premises following the event.
- b. **Damages and excessive uncleanliness shall result in charges** withheld from the booking deposit; damages and charges exceeding the booking deposit shall be billed to the rental client for repair, service and/or replacement.
- c. The building, equipment and grounds shall be inspected following the event by the Rental Program Manager and/or his/her designee to assess damages, cleanliness and security resulting from rental client use.
- d. The **booking deposit shall be refunded within 30 days** of the event date, if it or a portion thereof qualifies for refund to the rental client.

18. NOISE DISTURBANCES

- a. Music/amplified sound shall NOT at any time reach a volume level whereas to disturb the neighbors.
- b. Music/amplified sound shall be turned off and the event ended on/or before 10:00pm on Saturdays and Sundays or one hour before vacating the premises for Monday through Friday events.
- c. Large sound systems shall NOT be used in the building; only small/portable sound systems shall be permitted on the premises.
- d. All perimeter doors shall remain closed when an amplified audio system is in use.
- e. When the Police Department responds to the Clubhouse for a disturbance call initiated by the neighbors for excessive noise disturbance, the full booking deposit shall be forfeited.
- f. The renter and all event participants shall abide by the following Residential Area Abatement Ordinance: *Renter shall comply with all statues, ordinances and requirements of all Municipal, State and Federal Authorities now in force or which may hereafter be in force, pertaining to the use of the premises. Any fines that are necessitated by city, county, etc., will be paid by the Renter, i.e. law enforcement being called to infraction of any Ordinance.*

19. CAPACITY LIMITS & PROHIBITED SPACES FOR GUESTS/GENERAL USE

- a. The following maximum capacity limits shall be observed: 204 for standing room only events (East Room 102; South Room 102); 150 for seated/dining-oriented events (East Room 75; South Room 75); and 180 for theater-style seated events (East Room 90; South Room 90).
- b. Event festivities/activities shall be contained within the interior spaces of the Clubhouse; events where participants/guests overflow into the exterior spaces shall constitute as negligent use of the Clubhouse and serve as grounds for the immediate termination of the event and forfeiture of the full booking deposit.

- c. The Storage Room shall NOT be used as event space for guests and/or participants.
- d. The door from the Entry Foyer to the Storage Room shall remain closed during the event, except during set-up and clean-up.
- e. The fenced (back) yard shall NOT be used as event space.

20. SMOKING & VAPING

- a. Smoking and/or vaping in the Clubhouse shall NOT be allowed. Smoking and/or vaping shall be restricted to outdoors only along with non-alcoholic beverage consumption and orderly conduct.
- b. Cigarette butts and any other smoking and/or vaping related debris shall be cleaned up by the rental client prior to vacating the premises.

21. ALCOHOL

- a. Rental clients shall disclose/communicate to the property manager prior to the event date when alcoholic beverages shall be sold in due course of the event.
- b. Alcoholic beverages shall not be sold without a current and valid California State Liquor License, a copy of which shall be remitted to the property manager one week prior to the event.
- c. Alcohol shall NOT be served to/consumed by anyone under 21 years of age as per local host ordinances.
- d. Bonded security guards shall be present (lined up) for events where/when alcohol is served.
- e. Alcoholic beverages shall be served/consumed indoors only by adults 21 year of age or older; no alcoholic beverages shall be permitted outdoors on the Clubhouse grounds, including the public sidewalks and/or the surrounding residential neighborhood.
- f. Alcohol service shall end at least 30 minutes prior to scheduled guest departure.

22. DECORATIONS

- a. Tape, adhesive materials, nails, tacks, pins, etc., shall not be used on walls, doors, ceilings, fixtures, drapes, tables, chairs or other Clubhouse gear or equipment. Damaged surfaces or materials shall be repaired and billed to the rental client and/or repair costs shall be withheld from the booking deposit.
- b. Rental clients shall NOT attach or affixed any decoration or prop to any light fixture or ceiling fan.
- c. Open flamed candles shall NOT be permitted.
- d. Silly string, rice, bird seed, confetti and/or rose petals shall NOT be permitted; a fee shall be assessed/withheld from the booking deposit when the use of these materials is discovered during or after the event.
- e. All décor materials/props shall be removed from the premises on/or before the conclusion of the event; decorations and private goods/property used, ordered and/or coordinated for the event by the rental client shall NOT be left/stored on the premises after the event.

23. CHAIRS & TABLES

- a. Tables and chairs shall be returned to the Storage Room at the conclusion of the event; stored properly and orderly according to posted instructions and photos.
- b. Carts on casters holding folding chairs shall be used/moved with caution to prevent damage to walls, floors, thresholds, doors and door frames.
- c. Adhesive materials shall NOT be used on chairs or tables.

24. KITCHEN

- a. Rental clients shall ensure that the Kitchen facilities, when used, are left clean and orderly.
- b. Gas stove burners and the oven shall be turned off before vacating the premises; the pilots (the flame on the center of each burner) shall always remain lit (PILOTS SHALL NOT BE EXTINGUISHED).
- c. Debris or ice shall NOT be left in the sinks.
- d. The refrigerator shall be left clean and empty; ice and/or ice bags shall not be stored nor left in the refrigerator. An additional cleaning fee shall be assessed when ice is left in the refrigerator.
- e. All kitchen counters and flat surfaces shall be wiped down and left clean before vacating the premises.
- f. Food and/or debris shall NOT be left in the oven or microwave.

25. GENERAL CLEAN-UP

- a. Guest departure/event wrap-up shall be coordinated/managed by the rental client to allow one full hour for the storage of Clubhouse equipment, clean-up and garbage removal (off the premises).
- b. For Saturday and Sunday events, rental clients shall have the facilities orderly and clean by 11:00pm; the building and premises shall be vacated by 11:00pm and the access key shall be deposited in the mailbox slot next to the front door.
- c. The Clubhouse facilities (the interior and exterior spaces) shall be left clean and orderly by the rental client; comparable to the condition in which they were received.
- d. The interior spaces (East Room, South Room, Entry Foyer, Storage Room and two Restrooms) shall be left clean, orderly and free of event debris.
- e. The exterior spaces (the front porch and ramp, perimeter porches, sidewalks, lawns and grounds) shall be left clear of litter and event debris.
- f. Event debris shall NOT be disbursed into the residential neighborhood; including cigarette butts, beverage containers, food, decorations, etc.
- g. All clean-up shall be executed before vacating the premises.
- h. All hard floors shall be cleaned with brooms or dust-mops only; rental clients shall NOT wet-mops the floors.
- i. Spills shall be spot cleaned only (not wet-mopped) when they occur by the rental client.
- j. Bathrooms shall be left clean, orderly and free of any debris before vacating the premises.

26. TRASH/GARBAGE

- a. All trash receptacles shall be presented to the rental client with trash liners when access to the facility is granted; rental clients shall NOT be responsible to replace garbage liners.
- b. The rental client shall be responsible to remove off the premises all event generated debris; the exterior garbage, recycle and compost receptacles shall NOT be used by rental client for debris disposal.
- c. A garbage fee shall be assessed to the rental client for trash, garbage and/or recyclable debris left on the premises following the event.
- d. The rental client shall be responsible to furnish their own extra garbage bags/liners to accommodate proper disposal/removal of all event generated debris.

27. HEATING & AIR CONDITIONING

- a. The thermostat cover shall NOT be tampered with when installed; damages to the cover and/or thermostat shall be billed to the rental client.
- b. When the rental client is granted access to adjust thermostat settings, the air conditioner shall be turned off (in the summer) and the heater shall be set to 54 degrees (in the winter) prior to vacating the premises.
- c. The window air conditioning unit in the East Room, when used, shall be turned off and unplugged by the rental client prior to vacating the premises.

28. LOCKING UP

- a. All five perimeter doors shall be closed/secured/locked upon vacating the premises.
- b. All windows shall be closed/locked and blinds drawn/closed before vacating the premises.
- c. All lights and ceiling fans shall be turned off before vacating the premises.
- d. All decorations, equipment and personal property brought or delivered to the Clubhouse for the event shall be removed/taken prior to vacating the premises.
- e. The Clubhouse access key shall be deposited by the rental client in the mailbox slot next to the front door upon vacating the premises.

29. INDEMNIFICATION

- a. I, the rental client, hereby for myself, my heirs, executors and administrators waive, release discharge and hold harmless the Napa Women's Club, Inc. and any departments from all rights, claims and/or liabilities for damages for any injury that might be sustained by me or any person attending or participating in the event for which the Clubhouse has been rented. Further, I hereby agree that I shall defend, indemnify and hold

harmless the Napa Women's Club, Inc. against all claims, demands and causes of action including court costs and attorney's fees, directly or indirectly rising from any connection with the event for which the Clubhouse was rented.

30. ACCEPTANCE OF TERMS AND AGREEMENT

- a. I/we have read this Clubhouse Rental Agreement in its entirety and agree to all the conditions set forth relating to the rental of the Clubhouse at 218 Franklin St., Napa, CA 94559; whose owner is the Napa Women's Club, Inc.

Rental Client(s) Signature(s) *(required)*

Date

Napa Women's Club, Inc. Rental Program Manager or Designee

Date

31. EVENT PLANNER/LEAD

- a. Person designated as the event lead, overseeing key pick-up, cleaning, closing and securing the building.

Print Name(s)

Telephone Number(s)