

## SAUSALITO WOMAN'S CLUB RENTAL AGREEMENT

\_\_\_\_\_, Renter agrees to rent the premises at 120 Central Avenue, Sausalito, Ca., from the Sausalito Woman's Club (SWC) for one-day for an event to be held on:-(date) \_\_\_\_\_, between the hours of \_\_\_\_\_ a.m./p.m. and \_\_\_\_\_ p.m. The purpose of the event is \_\_\_\_\_. The rental fee is \$3,500.00, three thousand five hundred dollars, and the security deposit of \$1,500, fifteen-hundred, both amounts are payable in advance.

For all day rentals, the event must conclude and guests must depart by 9:00 p.m. Renter must ensure that the Clubhouse is restored to its original conditions and locked by 10:00 p.m. An Event Manager and a Security Guard are included in the rental fee. The maximum number of guests is 120. The rental is subject to the following terms and conditions:

1. Renter shall pay the Security Deposit at the same time renter returns the signed Rental Agreement, the signed SWC Rental Rules and the SWC Caterer Instructions to the Sausalito Woman's Club. Checks shall be payable to The Sausalito Woman's Club and mailed to the *SWC Rental Chair* at P.O. Box 733, Sausalito, CA, 94966. The SWC shall not return the *Security Deposit* to the Renter who cancels the reservation within six (6) months of the rental date unless the Clubhouse is re-rented for that date by the Sausalito Woman's Club, otherwise **the deposit will be returned within 21-days after the event less any deductions**. Renter may not assign this Agreement or sublet the premises.
2. **Not later than Two (2) Months** prior to the rental date, on \_\_\_\_\_ Renter shall return the completed Rental Information Questionnaire, a timeline, the entire amount of the Rental Fee, and a Certificate of Liability Insurance in the amount of \$2,000,000 (each occurrence) naming the SWC as an additional insured for the full rental period. Renter agrees to provide the coverage and comply with the requirements, at Renter's expense, of any insurance carrier for the maintenance of fire and public liability insurance on the premises and the maintenance of "host alcohol" insurance which insures the Club against any liability for any alcohol related injury or damages. For all food and beverage services, the Renter must hire a vendor who is licensed and insured. The Caterer must provide current copies of the Caterer's Health Permit, Business License, and Certificate of Comprehensive Liability Insurance with SWC named as additional insured along with proof of Workers Compensation and Employer Liability Insurance. Caterers must also show liquor liability insurance. Caterers should be given advance notice so that they have time to assemble these documents.
3. Renter hereby agrees to indemnify, hold harmless, and defend the SWC from any liability for injury to or death of any person, including any agent, employee or guest of Renter, or damage to any property connected in any way with the use of the premises by Renter, including any neighboring properties. Such indemnification extends to injury or death of any person or property damage caused by consumption of alcoholic beverages or controlled substance by Renter or Renter's agent, employee or guest during the entire period.
4. Renter (a) shall not have amplified music (Amplified refers to musical instruments that plug into amplifiers) or excessive music and/or sound on the premises, (b) shall observe the Sausalito Noise Control Ordinances (Chapter 12.16.040 decibel level not to exceed 50 decibels at any time and to be contained within the building) (c) shall not knowingly disturb neighbors of the SWC and (d) shall not knowingly create any nuisance. **All music shall be concluded by 9:00 p.m. A DJ may be allowed if approved by SWC.** Renter acknowledges that the SWC will provide on-site enforcement of this SWC rule. Failure to comply with the terms of this paragraph will result in the retention by SWC of the *entire Security Deposit and/or turning the music off*. **Two (2) Months before the event, the Rental Information Questionnaire must be returned. SWC reserves the right to exclude a music group selected by the Renter that is not on the SWC Preferred List and will inform the Renter of such exclusion within one month of receiving the Rental Information Questionnaire.** SWC reserves the right to seek additional damages as further set forth below. All outside music including voice must have prior approval in writing.

**Acknowledge by initialing:** \_\_\_\_\_

5. The SWC Rental Rules and SWC Caterer Instruction are attached and are part of this Rental Agreement. Renter must sign the SWC Rental Rules and the SWC Caterer Instruction before returning the signed Rental

Agreement to the SWC. Renter shall provide Renter's music group, caterer, and helpers with these requirements of the SWC Rental Rules and SWC Caterer Instructions and will procure the caterer's and helper's signatures no later than two (2) months prior to the event date. Failure to complete these steps will result in cancellation of this agreement. Renter will use the premises only for the purpose stated above. Renter will observe all applicable laws, ordinance rules and regulations, including those related to the sale of and use of alcoholic beverages and controlled substances. Caterer shall provide the SWC with a copy of their Alcoholic Beverage Permit. Last call on alcoholic beverage must be at 8:30 p.m. with the last drink severed no later than 8:45 p.m. Renter shall not have more than the stated maximum capacity of 120 guests.

**Acknowledge by initialing:** \_\_\_\_\_

6. The SWC does not have on-site parking, and street parking is very limited. Renter must provide a shuttle service for an event with more than 40 guests. The SWC will not honor special parking permits.

**Acknowledge by initialing:** \_\_\_\_\_

7. Renter accepts the premises and shall surrender them in the same good condition as received. Renter shall (a) clean the premises, and (b) remove all debris. The SWC Caterer Instructions provide specific detail to guide the Renter and Caterer regarding cleaning and debris removal. The SWC will deduct from the *Security Deposit* all fees incurred for any cleaning, repair of damage and/or removal of debris during the rental period. To the extent the *Security Deposit* is insufficient to cover such costs; Renter shall be Liable to the SWC for such additional expense.

8. Renter agrees that in the event the Renter, or any employee or guest of the Renter violates any of the SWC Rental Rules in this Rental Agreement the SWC may withhold part or all of the Renter's *Security Deposit*.

9. Neither repayment nor retention of the *Security Deposit* in whole or part shall be deemed a settlement or waiver of any claim the SWC may have against Renter. In the event that SWC deducts any amount from the Renter's Security Deposit, SWC agrees to provide a detailed written explanation and itemized list of charges. This Rental Agreement contains numerous protective provisions, including insurance coverage provisions, which must be strictly complied with: there are no exceptions to these requirements. Should it become necessary to employ legal counsel to enforce any of the provisions contained herein, Renter agrees to pay all attorney's fees and costs reasonably incurred. SWC reserves the right to ask any disrespectful or disorderly renter or guest to leave the premises.

**Acknowledge by initialing:** \_\_\_\_\_

10. Clean-Up Penalty Charges: A Penalty charge of \$250 will apply in addition to the facility rental fee if the facility cleaning after the event is not completed by the Renter in the time period specified in the contract. If the SWC Rental Manager determines that a contractor must be hired to clean the facility on behalf of the Renter following the event, the charges incurred by the SWC for the clean-up will be deducted from the Renter's Security Deposit as will the \$250 Clean-Up Penalty fee.

"Clean-up" must include but is not limited to all the following:

- 1) Kitchen counters are free of food waste or event clutter and are washed down and kitchen floors are mopped. No boxes, bottles, bags or catering item are to be left on the premises.
- 2) Refrigerator is emptied of all event material including food, serving items, opened & unopened beverages.
- 3) Stoves, ovens, and other appliances are clean and orderly.
- 4) **ALL empty bottles, cans and trash are to be removed from the facility**
- 5) Facility rooms and premises are free of event décor and items related to the production of the event.
- 6) Floors are swept and cleared of trash.
- 7) Furniture is clean and free of trash.
- 8) Facility grounds are clean and free of décor and trash.

The Club recommends the Renter stay on site or designate someone connected with the event to stay and oversee the breakdown and clean-up of the facility to better ensure the renter will be eligible to receive the Security Deposit back

NOTE: The Event Manager and the Security personnel are present to assist renters with usage of the SWC facilities and enforce the Club rules. They are not responsible for assisting the catering staff or renter with event set-up, breakdown or clean-up.

11. Charges for Return Check for Non-Sufficient Funds (NSF)

In the event a Renter's deposit is returned by the bank for non-sufficient funds (NSF) the SWC Rental Manager will notify the Renter at the Renter's contact email/telephone as provided to the Rental Manager and if

unable to speak with the Renter personally, a message will be left or an email sent and this shall constitute “notification”. The Renter will then have 2 business days after the notification to deliver a cashier’s check to the SWC Rental Manager in the amount of the rental fee plus a \$25 NFS fee in order to retain his reservation. Renters who have received an NSF notice from the SWC regarding their deposit and have subsequently secured their event reservation with the above specified cashier’s check will also be required to make the final payment of the rental fee with a cashier’s check. Final payment of the rental fee will be due at the normal time of 2 months prior to the event date.

If the SWC Rental Manager has notified the Renter that their check has been returned by the bank for NSF and the Renter subsequently fails to make payment for the reservation in the time-frame specified the SWC reserves the right to cancel the Renter’s event reservation and rent the facility to another party.

12. Covid-19 Pandemic. This Agreement is subject to all Federal, State, Regional and local laws, rules, directives, orders, or other regulations issued by any governing body with jurisdiction over events conducted in Sausalito, California. Renter agrees to abide by and honor all such regulations, including, but not limited to, masks, crowd size, testing, or any other such requirement by such governing bodies. Failure by Renter to abide by any such regulations will result in an immediate cessation of event and Renter may be held responsible for civil penalties as prescribed by law.
13. Right of Termination. This Agreement may be terminated by either Party, without cause, by providing the other Party with sixty (60) days written Notice to Terminate. Said Notice to Terminate shall deemed duly served or given only if personally delivered or sent by United States mail, certified or registered, postage prepaid, to the address of the parties as specified below.

**Sausalito Woman’s Club:**

**Renter:**

\_\_\_\_\_  
Name    Date

\_\_\_\_\_  
Name    Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

**PO Box 733**

Address: \_\_\_\_\_

**Sausalito, Ca., 94966**

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Phone (cell) \_\_\_\_\_

Email: rentals@sausalitowomansclub.org

Email \_\_\_\_\_

*The Sausalito Woman’s Club is a private club. No-one other than the SWC has the right to use its Clubhouse; rental of its Clubhouse is a privilege, which rests in the sole discretion of the SWC. The SWC need not and does not give a reason when it declines to rent the Clubhouse.*