

**SAN JOAQUIN VALLEY SWISS CLUB, INC.**

**NON-MEMBER FACILITY USE RULES AND RENTAL AGREEMENT**

The individual or individuals (herewith referred to as Facility User) agree to the following terms stated within this contract with the San Joaquin Valley Swiss Club, Inc., for use of its hall at 110 N. Manley Rd., Ripon. It is the Facility User responsibility to inform all person(s) in the preparation for a private event of the contents of this Facility Use Rules and Rental Agreement.

- 1. SECURITY/DAMAGE DEPOSIT:** A deposit of \$800 is required at application to hold the date of an event. This deposit must be paid with check, cashier's check, money order, or Venmo (indicating Facility Rental).. A refund is obtainable only under the following conditions:
  - a. The deposit less \$50 processing fee will be refunded in full if the event is canceled **60** days prior to the event.
  - b. If canceled **30** days prior to the event, one-half of the deposit will be refunded.
  - c. **NO REFUND** will be given if the event is canceled after these time limits.
  - d. If the event is held and the facility is left in proper order, a full refund of the Security/Damage will be given within 15 days after the event. Any damages, excessive cleaning, theft, or any other destruction will be subject to reduction of refund.
  
- 2. RENT/RENTAL:** All facility rent is due one month prior to the event. Hall rental is for private parties only and not open for public admission. No beverages may be sold at the event. All Users must be 21 years of age or older. A **non-refundable cleaning fee of \$500** is due and payable 10 days prior to the event. Users access to the hall the day of the event is 9:00 AM, and must vacate no later than 1:00 AM the next morning. Upon request, access for set up, decorating, or preparing is allowed the day before at 9 AM until 8:00 pm. Kitchen facilities shall be limited to use of stove, kitchen side of the walk-in refrigerator only, refrigerator, and washing spaces. No kitchen utensils will be available. The Facility will be available to clean and remove all items by Noon the day after the rental.
  
- 3. SECURITY:** User must have State of California licensed security guards present. Copies of the security guard contract must be submitted to Manager **10** days prior to the event. Any event up to 199 attendees requires a minimum of **two (2)** security guards. An additional security guard is required for each additional unit of 100 attendees (up to 299= 3 guards, up to 399= 4 guards, with additional based on the number of attendees). The security guard company must be approved by the Swiss Club Manager. Security officers are to be present on the premises one hour before and one hour after the event. **Premises are to be vacated when security officers leave.** Any San Joaquin Valley Swiss Club Officer, or their representative, may be present at any time during the event.

**4. ALCOHOL:** No alcoholic beverage consumption is allowed in the parking lot. No one under the age of 21 shall be served.

**5. PROPERTY DAMAGE/THEFT:** Facility User is responsible for all property damage caused as a result of the event. ***Inspect the premises with the Caretaker or Manager prior to the start of the event.*** Any of the following findings will be cause to forfeit your deposit:

- a. Any damaged items, broken windows, mirrors, toilet facilities, fire extinguishers, etc.
- b. Any missing items: wall hangings, Swiss memorabilia, etc.
- c. Should there be a need for police to be called for disturbances, first call will result in the forfeiture of half of the deposit and second call will result in the forfeiture of the total deposit and event will be shut down, no rental will be refunded.
- d. Ambulance and paramedics are the responsibility of the User.

Any damage or theft losses will be deducted from the Security/Damage Deposit. If damage costs exceed the \$800, the User will be responsible for these additional costs as well. If, at any time during the event, it is found that false information has been supplied, or there is a violation of the City of Ripon ordinance laws, the Club reserves the right to close the event down and the applicant will forfeit all monies deposited, cleaning deposit and rental fees. Article one above will be imposed if knowledge of false information is identified prior to the event and the event will be canceled.

**6. LIABILITY INSURANCE:** Facility User shall provide and maintain comprehensive liability insurance or a "Special Event Endorsement" during the period covered by the agreement, naming the San Joaquin Valley Swiss Club, Inc. and the User against liability for bodily injury (including death), and property damage occurrences on or about the Hall. Proof of insurance must be in the form of a Certificate of Insurance in the amount of no less than \$1,000,000 naming the San Joaquin Valley Swiss Club, Inc. as additional insured. ***Additional Coverage for Alcohol/Liquor Liability must be attached if Alcohol will be served. Certificates of Insurance must be furnished ten (10) days prior to the use of the facility.*** The user agrees to indemnify and hold harmless the San Joaquin Valley Swiss Club, Inc., its officers and manager, against all liability and loss or damage from any cause whatever, including the negligence (active or passive) of the San Joaquin Valley Swiss Club, Inc. arising from the use of the Hall or activities in and about the same by the User or representatives or invitees.

**7. DECORATIONS:** Any decorating material, supplies, and installations are the responsibility of the User and must be removed after the event. Nothing may be nailed, tacked, or stapled to fixtures, tables, or walls. Only masking tape or command hooks may be used. None of the Swiss Club's decorations may be removed or tampered with while User has the use of the Hall. ***Setting up and taking down of tables, chairs, and/or benches is the responsibility of the User and they must be wiped clean prior to putting them away. Tables may be set up on the dance floor, but care must be taken that they not be dragged on the floor.***

**8. MUSIC:** Music/Entertainment is at the discretion and cost of the User. Bands/DJs may not set up equipment at the facility until the morning of the scheduled event. **NO BAND PRACTICE WILL BE PERMITTED.** The management is not responsible for Band/DJs equipment. All equipment must be removed at the end of the event. **All music must stop at 12:00 midnight in the Hall and 10:00 PM in the park.**

**9. CAUTION:** If a problem develops, such as unruly behavior, Management, or assigned representative, reserves the right to close the Event immediately without further notice, and forfeiture of total deposits, cleaning and rental fee.

By signing below, the undersigned acknowledges that each has read, understands, and received a copy of these Facility Use Rules and Rental Agreement. If there is more than one User, each is individually and mutually responsible.

**EVENT DATE:** \_\_\_/\_\_\_/\_\_\_ **EVENT DESCRIPTION:** \_\_\_\_\_ **#ATTENDEES** \_\_\_\_\_

**FACILITY USER:** \_\_\_\_\_ **DATED:** \_\_\_\_\_  
\_\_\_\_\_ **PRINT**

**FACILITY USER** \_\_\_\_\_ **DATED:** \_\_\_\_\_  
\_\_\_\_\_ **PRINT**

**MANAGEMENT:** \_\_\_\_\_ **DATED:** \_\_\_\_\_  
\_\_\_\_\_ **Print**