

The Waterfront Rodeo TERMS AND CONDITIONS

Note: In this document, The Waterfront Rodeo will be referred to as "TWR."

TO RESERVE

- A signed contract and non-refundable reservation retainer and a photo of your Driver's License or ID and credit card, are required to secure your event and the signed Event Venue Rental Agreement.
- This reservation retainer will not be returned in the event of cancellation but will be credited toward the total fees owed.
- Tables and chairs for up to 100 people are included
- The balance of your space rental fee is due thirty (30) days before your event. If this is not received your event may be canceled.
- If your event is in less than thirty (30) days - 100% of the cost is due upon contract signing.
- All reservations shall include time for preparation, event time, and clean-up in 1-hour increments. Refunds will not be given for unused time.
- Reservations are taken on a first-come, first-served basis. We will book your date upon receipt of your reservation retainer.
- Alcohol may not be sold at any event including through admission fees, donation tickets, or pre-sale.
- Security is required for all events serving alcohol for an additional fee.

MAXIMUM OCCUPANCY.

Due to fire hazard concerns, a maximum limit of 180 attendees is permitted in The Waterfront Rodeo. Any violation of this section will immediately terminate this Agreement under default by the Renter.

AMENITIES.

In addition to the Venue, the Landlord will provide the following amenities included in the Rental Rate:

- Refrigerator
- Parking lot
- 2 ADA Restrooms
- Restroom paper towels
- Toilet paper (4 rolls)
- 3 garbage bins/2 recycle bins
- Parking

All renters must make an effort to minimize waste and maximize the use of provided recycling and composting facilities to support our sustainability efforts. Renters must recycle boxes, cans, bottles, and food scraps according to The Waterfront Rodeo's Recycling Policy. Designated bins are provided, and garbage and recycling bins are located on the back deck. Staff will show the renter their location during the pre-event inspection. If your rental generates more than 8 - 33 gallon bags of trash, you will be billed \$20 per bag for each bag over the 8 allotted. This fee will be deducted from your deposit, or you can choose to take the excess with you.

Renters are provided with 2 outdoor garbage cans, 1 recycling bin, and 1 compost bin for the duration of the event. The renter is responsible for ensuring that any garbage exceeding the provided bins is removed from the premises at the end of the rental period. Failure to remove excess waste may result in additional charges or penalties per our Venue Policies and forfeiture of the Damage/Cleaning Fee.

You Bring:

- ☐ Decor
- ☐ Cleaning supplies
- ☐ Toilet paper (depending on the length of rental you may need more than 4 rolls provided by The Waterfront)
- ☐ Tablecloth covering for the bar
- ☐ Garbage bags (The Waterfront provides bags for initial setup)
- ☐ Paper towels to use for your event
- ☐ Everything else for your event

AGREEMENT AND RELEASE OF LIABILITY

My signature confirms that I've read and understood The Waterfront Rodeo event venue's rules, both for facility use and special equipment. I'll strictly adhere to these rules for the organization/party I represent. I release The Waterfront Rodeo event venue from liability for any damage, injury, or property loss during facility use. I accept responsibility for any penalty fees due to rule violations. I acknowledge the non-refundable deposit policy within 30 days of my event's cancellation. I'm accountable for my guests' conduct and understand that violation or falsification may lead to event shutdown.

RULES & REGULATIONS

The following rental policies outline the conditions for the use of The Waterfront Rodeo event venue facilities. All The Waterfront Rodeo event venues are governed by these general rules.

- 1. APPLICATION REQUIREMENTS:** Reservations will only be accepted with a completed application and the required deposit fee. Applicants must be at least 25 years of age. All contact regarding the reservation fees, insurance, rental fees, and on-site coordination will only be arranged with the original applicant. If the original applicant is unavailable for event coordination on the event day, the applicant must designate an alternate person to assume this responsibility in advance of the event and inform The Waterfront Rodeo reservations team. These documents must be signed by the original applicant and returned a minimum of thirty (30) business days before your rental date.
- 2. DEPOSIT/RENTAL FEE:** To secure services on requested dates, the Renter must sign this contract and provide a non-refundable reservation retainer. The remaining balance is due 30 days before the event except for December events which are all due 90 days in advance. A refundable damage/cleaning deposit is required for each event. Payments can be made via credit card, Venmo, Square Invoice, or PayPal. Any post-event costs are payable within seven days post-event.

For protection, conduct a pre-event inspection and notify the partner of discrepancies affecting your refund. The damage deposit is refunded via the original payment method 14-20 business days post-event (4 weeks for check refunds). A full refund requires adherence to The Waterfront Rodeo rules, leaving the premises as received (except for fine cleaning). Damage costs will be deducted, and any late load-out fee applies if not ready at the contracted end time. Any additional repair costs beyond the deposit will be billed.

- 3. INSURANCE REQUIREMENTS:** Special Event Liability insurance is required of all renters and is due thirty days (30) days before your event. You are required to have a \$1 million general liability coverage. Alcohol needs to be included in coverage if you will have alcohol at your event. Please list **Marc Grisham and The Rodeo Marina at 13 Pacific Avenue, Rodeo, CA 94572** as additional insured, not 'The Waterfront Rodeo' (our building name). Additional Insured Endorsement: "The Rodeo Marina, its officers, employees, and agents are named as an additional insured concerning liability arising out of (Event Name, Event Location, and Date). This insurance shall be primary and non-contributory."

HOW TO GET INSURANCE

Most of our clients choose to purchase their event coverage by adding one (1) day event insurance to their current homeowner/renters policy. Others decide to purchase from The Event Helper (<https://www.theeventhelper.com/>), Wedsafe (<https://www.wedsafe.com>), or Wedsure (<https://www.wedsure.com>) but you may take out a policy from any accredited private company or your homeowners' insurance. Additionally, you can use our insurance agent Maria Delgado at M.A. Hays Insurance at 510-235-0353 ext. 121, email Maria@mahays.com.

- 4. SECURITY REQUIREMENTS:** All rental facility applications undergo review and may be subject to security requirements, incurring a rate of \$65 per hour per security person. Events with alcohol automatically receive assigned security officers. Security officers' duties encompass monitoring the facility's interior, front entrance, parking lot, and patio areas. Adjustments to duties may be made for safety. Consumption of alcohol by minors is strictly prohibited. If

alcohol is served to minors, security officers and law enforcement may close alcoholic services, with the applicant held responsible for illegal distribution.

The following are basic guidelines for assigning security officers at The Waterfront Rodeo event venues:

- 1-100 in attendance, one officer
- 101-200 in attendance, two officers
- 201-300 in attendance, three officers

- 5. PARKING AND RESTRICTED AREAS CLAUSE:** The Renter agrees and understands that the rental agreement pertains solely to the use of The Waterfront Rodeo venue facilities and designated parking areas as outlined in the attached Exhibit A (Venue and Parking Map). The Renter is responsible for ensuring that neither they nor their guests move, alter, or interfere with any parking cones or other markers that are placed to designate parking areas and no-parking zones.

Furthermore, the Renter acknowledges that the property includes private areas not covered by this rental agreement, specifically including any RVs, boats, and the entirety of the D&R Marine area. The Renter, along with their guests, is strictly prohibited from touching, entering, or interfering with the RVs, boats, and any areas associated with D&R Marine.

Violation of these terms will be considered a breach of this agreement and may result in immediate termination of the rental agreement, removal of the Renter and their guests from the property, and additional fees for damages or disruptions caused by such actions.

The Renter is obliged to inform all guests of these restrictions and ensure compliance throughout the event.

- 6. SETUP AND BREAKDOWN:** The Waterfront Rodeo staff is not responsible for setting up and/or taking down the tables, chairs, or any decorations. This is the responsibility of the client and must be completed within the contracted timeframe. All deliveries and pick-ups must be scheduled within the contracted timeframe. The client will be held responsible for items not picked up within the contracted timeframe and will be charged the late load-out fees. Items cannot be left behind for late pickup or dropped off before your scheduled start time.
- 7. VENDORS:** Be sure your vendors understand the facility rules that are pertinent to your event. Failure to comply with the rules may result in additional charges that you, the client, will be held responsible for.
- 8. WASTE MANAGEMENT AND EXCESS GARBAGE REMOVAL:** Renters are provided with 2 garbage cans, 1 recycling bin, and 1 compost bin for the duration of the event. The Renter is responsible for ensuring that any garbage exceeding the provided bins is removed from the premises at the end of the rental period. Failure to remove excess waste may result in additional charges or penalties per our Venue Policies and forfeit of the Damage Fee.

All Renters must make an effort to minimize waste and maximize the use of provided recycling and composting facilities to support our sustainability efforts. Renters must recycle boxes, cans, bottles, and food scraps per The Waterfront Rodeo's Recycling Policy. Designated bins are provided. Failure to comply will result in a minimum of \$300 fee for additional disposal costs.

- 9. STORAGE:** Storage is NOT AVAILABLE either before or after your event unless agreed upon with staff. This includes alcoholic beverages, floral arrangements, equipment, chairs, tables, etc. You will be charged for the removal of items left behind.
- 10. THE WATERFRONT RODEO STAFF ON DUTY DURING THE EVENT:** The Waterfront Rodeo venue staff will be on duty only during scheduled usage. They are not available for tasks such as loading/unloading, waiting tables, serving, or assisting with the applicant's cleanup. Staff on duty cannot authorize additional facility use, equipment access, or time extensions. Any overage beyond the scheduled time will incur charges at a \$180 venue rental plus \$45.00 per hour for staff overtime. Please adhere to your event schedule.

- 11. ADHERING TO TIME SCHEDULE ON THE APPLICATION:** The time stated on the application form for the reservation will be strictly enforced. If the applicant does not use full-time as stated on their application, there will be no refunds given or funds transferred. The reservation period must include all time necessary for set-up and clean-up for the event, and the time must be consecutive. All facility usage is based on space availability and is limited to specific rental periods.
- 12. FOOD SERVICE:** Outside caterers are permitted at The Waterfront Rodeo, but they must bring their own equipment, water, and cleaning supplies. Caterers must come prepared with their water supply for chafing dishes and cleaning, similar to the arrangements made for outdoor events. A mandatory final walk-through is required, and caterers must follow the provided checklists for clean-up and trash removal. Failure to comply will result in additional fees charged to the applicant.
- 13. ALCOHOL:** Alcoholic beverages can be consumed on-site without a permit if no money is exchanged for them or event admission. Alcohol may be served for a limit of five (5) hours total throughout the event and must stop one (1) hour before the conclusion of the event. Alcohol is not allowed at youth-oriented events or events held in honor of a minor (Christenings, birthdays, youth graduations, quinceañeras, Bar or Bat Mitzvahs, etc.). No consumption of alcohol is permitted outside of the facility, i.e. parking lots, sidewalks, streets, landscaped areas, etc.
- 14. RENTAL TIME:** All rental hours must include set-up and clean-up time. We reserve the right to book additional events before or after your confirmed rental times. The facility will be opened for the renter, or their Designated Representative at the Arrival Time noted on Page 1. The facility will not be opened early.
- The renter must instruct their service companies, such as florists, caterers, musicians, decorators, etc., to arrive on or after the Arrival time.
- Events must end by 10:00 PM (Sunday-Thursday) or 11:00 (Friday & Saturday). Clean-up must commence and the venue and parking lot must be vacated by 11:00 PM (Sunday-Thursday) or Midnight (Friday & Saturday). Alcohol service must stop 30 minutes prior to the end of the event. Music (DJ or live music) must stop no later than 10:00 PM. All guests must be off The Waterfront Rodeo premises no later than midnight on the day of the event (including the clean-up crew).
- 15. REHEARSAL:** Rehearsals are limited to one (1) hour, at no extra charge, and are arranged by contacting The Waterfront Rodeo team at least 3 weeks before your event.
- 16. PARKING:** Parking is available at the designated areas of the Venue: Gravel area and 5 spaces in front of the building. Parking is not permitted on the pavement in any way blocking the D&R Marina Repair shop. (Diagram can be provided at request). The speed limit within the Venue complex is 5 mph and is strictly enforced for the safety of your guests.
- 17. GENERAL INFORMATION:** Your group may not exceed your rental room's capacity. We reserve the right to refuse rental to any person, persons, group, or organization. The Waterfront Rodeo on-site representative and/or security team has the authority to eject any person from the premises or to terminate the event for improper or disorderly conduct. Any property brought onto the premises by a tenant or guest is the sole responsibility of the tenant or guest. The Waterfront Rodeo is not responsible for lost or stolen property.
- 18. CLEANING:** The Waterfront Rodeo will be in a clean condition before your event. You will need to incorporate your set-up time and clean-up time into the rental agreement, you are required to return the space to the same clean condition in which it was found unless payment for clean-up was made. Otherwise, all trash must be collected, properly bagged, and removed by the renter or the caterer. The full cleaning deposit will be forfeited in the event of any bodily fluid incidents, such as vomit or any red food/drink stains. All rental equipment must be removed that night unless approved otherwise by The Waterfront Rodeo. All areas, including both restrooms, must be cleared of all dishes, decorations, and garbage. Any spills must be wiped or mopped up, floors swept and vacuumed.

NON-REFUNDABLE CLEANING FEE:

A non-refundable cleaning fee of \$200 is required and covers standard post-event cleaning (e.g., floors, restrooms, trash removal). This fee is due upon signing the contract.

It is the renter's duty to ensure the venue is returned to its original condition. The renter is responsible for cleaning both the interior and exterior of the venue after use. Failure to clean any part of the rented venue will result in the forfeiture of the security deposit, and the renter may also be billed for additional cleaning costs at the discretion of The Waterfront Rodeo staff. If staff determines that additional cleaning is required, the cleaning costs will be deducted from the cleaning/damage deposit and/or charged to the renter at the rate of \$120 per hour, with a minimum of 5 hours.

TWR staff will provide cleaning supplies to renters for cleaning of the facility after use and you can bring your own.

REFUNDABLE DAMAGE DEPOSIT: A refundable cleaning deposit of \$250 is required. This deposit will be returned within 14 days after the event, provided no additional cleaning beyond standard services or damage repairs are needed.

ADDITIONAL NOTES: If the renter opts for our cleaning services after the event, the **\$450 cleaning service fee** is due in addition to the standard **\$200 non-refundable cleaning fee**.

The **\$250 refundable deposit** will still be applied to cover any potential damages, and it will be returned in full if no damages occur.

- 19. FINALIZING PAYMENT:** Final rental fees, certificate of insurance, and damage/cleaning fees are due thirty (30) days before the rental date. Any additional hours must be pre-paid in advance of the rental date. Deposits must be paid at the time of reservation. Payments may be paid by check, cash, and credit card. If payment is not received by the specified due date, the rental may be canceled and subject to forfeiture of all fees submitted.
- 20. RENTAL TRANSFER/DATE CHANGE REQUEST:** Changing the date or applicant for a reservation at The Waterfront Rodeo event venue incurs a \$50.00 transfer fee. While efforts will be made to accommodate the new date, the Renter acknowledges that any non-refundable and non-transferable expenses, including deposits and fees, are their sole responsibility in the event of a date change. One date or location transfer is allowed at no cost if done at least 180 days in advance. Changes under 180 days are subject to additional approval and may be subject to additional fees. A time change can also be made if the new timeframe requested is available. NO CHANGES OR TRANSFERS ARE ALLOWED UNDER 30 DAYS. Additional charges may apply if a new date is on a different day of the week, at different hours, or at a different facility. If the reservation date must be changed more than once, a cancellation must be made, and rules of cancellation will apply.
- 21. CANCELLATIONS:** To secure your desired event venue, we require a non-refundable reservation booking fee. This fee is a commitment fee and guarantees the reservation for your specified date and time. See our cancellation section for additional details.
- 22. UNRULY PARTY ORDINANCE:** The Waterfront Rodeo venue can charge for expenses related to addressing disorderly activities on its premises. It is illegal for individuals under 21 to possess or consume alcohol at gatherings, and this violation is a misdemeanor under Section 1-4.01 of the ordinance. Those requiring police response will be responsible for police service costs, and repeated responses may result in arrests or citations under the California Penal Code or the ordinance. Police service costs, regardless of exceeding \$1,000, will be billed at actual rates and can be recovered through legal means. Those owing fees may also face legal action for fee recovery, including court and attorney fees. A copy of the ordinance is available upon request from the Contra Costa Sheriff's Department.
- 23. SMOKING:** No drug use or smoking is permitted on the premises or within 25 feet of the building, including loitering or congregating outside on the sidewalk during events. Smoking, e-cigarettes, or vapor-like devices are strictly prohibited inside all The Waterfront Rodeo event facilities and allowed only in designated areas. The use and/or possession of marijuana on the premises are also prohibited, despite the legalization of recreational use under CA PROP 64. It remains illegal to use or possess marijuana in public places not licensed for on-site consumption.

24. DECORATIONS: Our scheduled hours cover pre-event decorating and post-event cleanup. Additional time on the premises beyond your scheduled hours will incur an hourly room rate charge. Party rental items should be collected during hall rental hours unless prior written authorization is granted. We prohibit the use of silk flower petals, silly string, confetti, rice, glitter, birdseed, foam peanuts, or similar items; a minimum of **\$150 cleaning fee** will be applied if these are used. Any items left by the wedding party or guests will be considered donations or disposed of accordingly. Avoid using nails, screws, staples, or other penetrating items on our walls or floors. Decorative materials must not be affixed to light fixtures and should be removed entirely post-event. Balloons, if used for decoration, must not be released to float to the ceiling.

All decorations must be fireproof or flame retardant. Decorations or rental equipment should not obstruct exits or facility signage. All decor must be free-standing and may not be affixed to any walls or ceiling beams. Any damages incurred during your event will be charged accordingly.

25. MUSIC/AUDIO: Taped, live music, and/or entertainment are allowed in all facilities with The Waterfront Rodeo staff's approval. Please be aware the premises are located near residential units and therefore neighborhood **noise regulations do apply**. In the event the renter's event creates a disturbance due to high noise volume, The Waterfront Rodeo team members have full authority to ask the renter, DJ, or live music presenter to turn the entertainment down and/or off. If repeated disturbances are created, at The Waterfront Rodeo's discretion, the renter may be expelled from the premises or the offending noise will be ended. In the event of disturbances to the point of expulsion, no portion of the event costs will be refunded to the renter. The renter will also be solely responsible for any fines or fees associated with noise ordinances.

- Amplified music/DJs or Live Music is permitted within the following curfew:
 - Sunday through Thursday - Until 9:00 PM
 - Fridays and Saturdays/Holidays - Until 10:00 PM

26. LIGHTING: Strobe, rotating, or flashing lights are not permitted at The Waterfront Rodeo property. The rental facilities have automatic smoke detectors, which the Rodeo/Hercules Fire District monitors. Applicants in violation of this regulation will be financially responsible for all charges levied by the Fire District for a response call. Mist/smoke machines are prohibited due to their potential for damaging floor surfaces and creating a safety hazard for guests.

27. VIOLATION OF THESE POLICIES: A fee of two times the deposit amount will be charged for violating any regulations or providing false information related to The Waterfront Rodeo event venue rental. This includes misrepresentation of event details, residency, capacity, alcohol service, or participant details. This fee applies irrespective of actual damage and is in addition to related costs, which will be deducted from the deposit.

28. DELIVERIES: Delivery dates and times of any rentals must be coordinated with the Venue for appropriate welcome to be arranged. All property belonging to the Renter, Renter's invitees, guests, agents, and sub-contractors, and all equipment shall be delivered, set up, and removed within the event hours unless otherwise coordinated with staff. Should the Renter need earlier access for set-up purposes, this can be arranged for an additional fee. The renter is ultimately responsible for property belonging to the Renter's invitees, guests, agents, and sub-contractors

29. ANIMALS: Service animals are allowed.

30. ENTRY AND EXIT: The renter agrees that The Waterfront Rodeo staff may enter and exit the premises during the event. A representative of The Waterfront Rodeo will be available during your entire event and may be checking periodically with the responsible parties to ensure everything is operating correctly. They will also be checking the restrooms, and the overall premises, replenishing hand towels, and toilet paper, and will be available for questions or to respond to needs or issues that may arise.

- 31. LOST AND FOUND:** The Waterfront Rodeo takes no responsibility for personal effects and possessions left on premises during or after any event. We do, however, maintain a lost and found and will hold recovered items for up to 30 days. Every attempt will be made to return any recovered item to its rightful owner.
- 32. WI-FI:** Wi-fi is available and will be provided on the day of your event.
- 33. INDEMNIFICATION:** Renter agrees to indemnify and hold harmless The Waterfront Rodeo, its officers, staff, and agents working on its behalf, from any claims, actions, suits, costs, damages, and liabilities resulting from the breach of this agreement, negligence actions, willful misconduct or omissions of Customer, and Customer's guests, invitees, agents, and sub-contractors.
- 34. DENIAL OF RENTAL APPLICATION:** Requests to use The Waterfront Rodeo event venue can be denied for various reasons as per its rules. Past issues, inaccurate application info, or repeated rule violations can lead to denial or additional conditions. Those who don't accurately represent info or repeatedly break rules, won't be granted use for at least a year. Use may also be denied if deemed harmful to venue facilities by staff.
- 35. FORCE MAJEURE NOTICE:** In the event of unforeseen circumstances beyond the control of either party, including but not limited to acts of nature, government restrictions, or other events classified as force majeure, the affected party's obligations under this venue rental contract may be temporarily suspended. Both parties agree to engage in good faith discussions to determine appropriate measures, which may include rescheduling the event or seeking an equitable solution. This clause aims to address the impact of unpredictable events and ensure a cooperative approach during challenging situations.
- 36. DISPUTE RESOLUTION:** Should any dispute arise between the Parties regarding the interpretation, rights, duties, or liabilities under this Agreement, both Parties agree to engage in good faith negotiations to resolve the dispute for a period of no less than thirty (30) days before initiating any legal proceedings. If the dispute cannot be resolved through direct negotiation, both Parties agree to seek resolution of the dispute through a neutral, mutually agreed-upon mediator, before resorting to arbitration or litigation. The Parties agree to share equally in the costs of the mediation process. If mediation is unsuccessful, both Parties agree to submit the dispute to binding arbitration under the rules of a mutually agreed-upon arbitration service. The arbitration shall occur in the same jurisdiction as the Venue. The arbitrator's decision shall be final and legally binding, and judgment may be entered thereon. Each Party will bear its costs and fees associated with the arbitration. In the event of litigation relating to this Agreement, each Party will bear its own attorney's fees and costs.
- 37. SEVERABILITY:** If any provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.