

GENERAL RULES – THE GIFT BOX

Booking & Time Management

- Please include **all setup and teardown time** in your total rental reservation.
Example: If your event is 2pm–5pm and you need 1 hour to set up and 1 hour to clean up, your reservation must be 1pm–6pm.

SOCIAL EVENT POLICY

The Gift Box Event Space welcomes social events of all kinds. To ensure safety, proper conduct, and protection of the venue, all Guests must comply with the following Social Event Policy. By booking and using The Gift Box, you agree to these terms.

Violations of This Policy

The Gift Box maintains a **strict zero-tolerance policy** for violations. The Gift Box may take any necessary action, including:

- Canceling bookings without refund
- Assessing fees or legal action when applicable
- Cooperating with authorities for enforcement or prosecution

Any attempt to bypass or misrepresent event details is considered a violation.

Booking Misrepresentation

If a booking is found to include **false or misleading information**, it becomes **immediately non-refundable**, and any related or future bookings from the Guest (or associated parties) may be canceled without refund eligibility.

Definition of a Social Event

This Policy applies to **any gathering** held at The Gift Box, regardless of how it was categorized during booking.

Examples include (but are not limited to):

Classes, workshops, brunches, dinners, parties, tastings, fundraisers, weddings, receptions, showers, proposals, birthdays, reunions, pop-ups, launches, showcases, concerts, performances, rehearsals, networking events, art/fashion shows, listening parties, and similar events.

All Guests are responsible for ensuring attendees comply with this Policy.

Compliance With Laws

Guests are solely responsible for ensuring their event complies with all federal, state, and local regulations.

Guests must:

- Determine if an event permit is required and obtain it before the event.
- Ensure all signage/advertising complies with law and is approved by The Gift Box **at least 48 hours prior**.
- Follow all rules and laws regarding food and alcohol service, including licensing and insurance requirements.

If alcohol or food is served, all required permits, insurance, and legal compliance are the Guest's responsibility.

PAYMENT TERMS AND SCHEDULE

The Guest agrees to pay all fees associated with the booking, including:

- **Base Rental Fee**
- **Cleaning Fee** (if applicable)
- **Security Deposit** (if applicable)

- **Security on-site (when applicable)**
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- **Additional Fees** (overtime, excessive cleaning, damage, over-capacity, amenity usage)

Payment Schedule:

- Reservation Deposit due at time of booking
- Remaining balance due no later than the date specified in the booking confirmation
- Late or failed payments may result in cancellation without refund

Accepted payment methods will be provided by TGB.

DEPOSITS

a. Reservation Deposit

A reservation deposit or payment in full is required to secure the event date. This deposit is applied to balance due and can become non-refundable if reservation is canceled outside refundable timeframe.

b. Security Deposit

A security deposit may be required and may be applied toward:

- Damages
- Excessive cleaning
- Policy violations
- Unpaid fees
- Over-capacity or overtime charges

The remaining amount will be returned within 3–14 business days after the event, unless deductions apply. (depends on timeframe damages are assessed and your banks refund timeframe. All inclusive timeframe.)

CANCELLATION & TERMINATION POLICY

a. Guest Cancellations

Bookings Made More Than 30 Days Before Event

- **Canceled more than +30 days before event:** 100% refund
- **15–30 days before event:** 50% refund
- **14 days or fewer:** Non-refundable

If event is booked within 30 days of the event date:

- Cancel **7–14 days before event:** 50% refund
- Cancel **less than 7 days:** Non-refundable

Additional Terms

- Cleaning fees refunded if space unused
- Add-ons follow same policy (food follows vendor policy)
- Cancellation valid only after written confirmation

Reservation deposits are non-refundable if canceled within the timeframes mentioned above.

Credit Card Chargeback Disputes

If a credit card chargeback dispute is deemed valid by The Gift Box, the applicable Guest's Booking will be **suspended** until the dispute is fully resolved, either directly with The Gift Box or with the relevant credit card company.

EXCUSED CANCELLATIONS

TGB may allow refunds for:

- Death or serious illness
- Emergency medical conditions
- Natural disasters
- Government restrictions
- Dangerous structural or facility issues
- Safety hazards
- Qualifying unforeseen circumstances

Proof may be required.

b. Host Cancellations

TGB may cancel a booking for safety, legal, operational, or compliance reasons.

If TGB cancels for reasons unrelated to Guest conduct, Guest will receive a full refund.

C. Termination for Breach

TGB may terminate the event immediately, without refund, if Guest:

- Provides false information
- Violates the Social Event Policy
- Engages in unsafe or illegal conduct
- Exceeds capacity limits
- Damages property
- Violates alcohol or drug restrictions

Renters Insurance

Maintaining primary liability insurance is required for all Guests entering into bookings under **The Gift Box Event Space Rental Agreement and Policy and Contract**. This requirement is mandatory in the United States. In other jurisdictions, if a Guest cannot obtain insurance, they must legally disclose this to the Host at the time of booking. The Host has full discretion to accept or decline a booking under these circumstances.

If a Host accepts a booking from an uninsured Guest, the Host agrees to indemnify **The Gift Box Event Space** against all liabilities, costs, expenses, damages, and losses (including direct, indirect, or consequential losses, loss of profit, loss of reputation, and all interest, penalties, legal fees on a full indemnity basis, and all other reasonable professional expenses) arising from or related to accepting a booking from an uninsured Guest.

If required by **The Gift Box Event Space**, the Guest must provide proof of valid event insurance with coverage types and limits designated by **The Gift Box Event Space**. **All outside vendors must carry a liability insurance policy in the amount of \$2,000,000.00 for the day of the event, with The Gift Box and Roller City Rancho Cucamonga named as additional insureds.**

Failure to provide required proof of insurance may result in cancellation of the booking.

LIABILITY & INSURANCE

The Guest accepts full responsibility for:

- All damages to the venue and property
- All injuries, accidents, or incidents occurring during the event
- All actions of attendees, vendors, and service providers

TGB and or Roller City Rancho Cucamonga is not responsible for theft, personal property loss, or injury to Guest or attendees.

Vendor Insurance Requirement

All outside vendors must carry **\$2,000,000 General Liability Insurance** naming:

**The Gift Box and
Roller City Rancho Cucamonga as Additional Insureds.**

TGBA may require Certificates of Insurance before the event.

INDEMNIFICATION (“Hold Harmless”)

The Guest agrees to indemnify, defend, and hold harmless **The Gift Box, Roller City Rancho Cucamonga, its owners, employees, and affiliates** from all claims, injuries, damages, losses, liabilities, and legal expenses, Consequential or incidental damages arising from:

- Guest’s use of the venue
- Attendee or vendor conduct
- Alcohol service
- Violations of law
- Violations of this Agreement or the Social Event Policy

This obligation survives the event and termination of this Agreement.

CATERING POLICY

- Outside catering is **allowed and encouraged**.
- **Chaffing dishes** are permitted.
- Outside vendors (such as taco vendors) must be **licensed and insured**. Proof must be provided to **The Gift Box**.
- Professional caterers and servers must provide:
 - Valid CA business license
 - Required permits
 - Proof of insurance

DECORATIONS POLICY

The following items are **not allowed**:

- Strings, tape (except low-tack), wire, staples, nails, glue, or anything attached to walls or ceilings
- Any floor treatments to aid dancing without prior approval
- Candles or any open flame
- Beads or loose table décor
- Glitter
- Confetti
 - Confetti-filled balloons may not be popped indoors
- **Nothing may be attached to rods, ceilings, or walls**

Only low-tack tape may be used on floors or walls. Any damage will result in additional charges.

CLEAN-UP RESPONSIBILITIES

Customers must leave The Gift Box in **the same condition** it was provided.

This includes:

- Removing **all personal items**, decorations, supplies, and vendor equipment before the rental period ends.
- Ensuring:
 - No excessive trash or food is left behind
 - Floors are free of spills, trash, and food
- Any excessive cleaning, abandoned property, or damages will result in deductions from your **security deposit**.

The Gift Box is **not responsible** for any items left behind.

If extra time is needed for property removal, it must be approved **before** the event.

At the conclusion of the Social Event, the **Guest is responsible** for removing all decorations, materials, equipment, and debris, and for repairing any damage to the Space resulting from the Social Event. **Before the end of the scheduled rental period**, the Guest must inspect the Space to confirm compliance with this Social Event Policy. Failure to conduct such inspection may result in liability for damage claims.

BUILDING DAMAGE AND CLEANING COSTS

Within **72 hours** after the end of a Booking, **The Gift Box** shall notify the Guest if any damage to the Space has been identified or if additional cleaning costs have been incurred (or will be incurred) as a result of the Guest's or any Attendee's violation of these policies. This includes damage caused by Attendees, vendors, contractors, or any third parties associated with the Guest.

Guests acknowledge and agree that they are **fully liable** for all such damages and additional cleaning costs, which shall be deemed an **Additional Fee** under this Agreement.

OVERAGE FEES

- A fee of **\$50 for every 10 minutes** past the scheduled end time will be applied. (We recommend reserving at least **45 minutes** for breakdown to avoid charges.)

SECURITY DEPOSIT

- Any incidents involving damages, missing property, policy violations, or excessive cleaning will be deducted from your **security deposit** under The Gift Box's policies.

CONDUCT

Guests shall comply with the Community Guidelines and the Good Neighbor Policy in connection with any Social Event, including respecting the rights of occupants of the Space and its neighbors, and shall not unreasonably disturb them. Any abusive, disorderly, violent, or harassing conduct by a Guest, or Attendee—including but not limited to foul language, discriminatory, or sexually explicit language directed toward others—is strictly prohibited. Vandalism of any kind by a Guest, or Attendee on or to the Space is also prohibited.

The Gift Box reserves the right to pursue or cooperate in any legal action related to misconduct or vandalism occurring in connection with a Booking.

CHILDREN

- All children **17 and under** must be supervised by an adult at all times.
- Children may **not run**, wander, or play with items belonging to the Event Space and should be supervised at all times.
- Any damage caused by children will be deducted from the security deposit.

Smoking

- **No smoking** is allowed inside the building.
- Guests must adhere to—and ensure that all Attendees adhere to—all smoking rules established by **The Gift Box**, including rules regarding e-cigarettes, vaping devices, and similar products.
- Guests acknowledge that they may be liable for fines and/or fees resulting from any violation of the smoking rules, including fines or fees imposed by The Gift Box. All such costs shall be deemed an **Additional Fee** under this Agreement.
- There is **absolutely NO SMOKING** of any sort within the event space all cigarettes, cigars, marijuana, e-cigarettes, vaping devices, and similar products must be done outside. **NO EXCEPTIONS!**

ALCOHOL POLICY

- Alcohol **is allowed**.
- All social event rentals (except church or business rentals) require **liquor liability insurance**.
- **Host Event Insurance (TGBA)** with liquor coverage is required if you plan to serve any alcohol.
 - Cost: **\$120**

- Covers beer, wine, champagne, and canned mixed drinks.
- Without Host Event Insurance, you must hire a **CA-licensed and insured bartender** meeting the same liquor liability requirements.
- Alcohol is **not permitted on the premises** without proper coverage.
Violation results in:
 - **Fines up to \$5,000**
 - **Immediate event shutdown**
 - **No refund**
- Last call must be **30 minutes before event ending time**.
- All bartenders must provide:
 - CA licensed caterer license
 - CA bartending license
 - Proof of insurance
- Alcohol may **only** be consumed **inside the facility**.
- No alcoholic beverages may be taken in or out of the building.

If alcohol will be served at a Social Event, this must be disclosed in the Booking request. The Guest submitting the Booking request must be of **legal drinking age (21+)**

Guests agree that the service of alcohol will comply with all requirements of the applicable governmental liquor authority.

All alcohol served at a Social Event must be for **personal consumption only** and not for resale.

DRUG USE

It is prohibited to grow, sell, produce, cultivate, distribute, or use any illegal or restricted drugs or other controlled substances in any booked Space.

SECURITY GUARD REQUIREMENTS

- Security is **required for all rentals that flow into the night starting at time it gets dark**. Depending on time of Year (Daylight Savings) approximately 5:30pm or 8:00pm and later until end of booking. Or
- **Required for any event with 45+ guests.**
- The Gift Box's security must be used.
 - Fee: **\$20/hour**

CAMERAS & RECORDING DEVICES

- Security cameras are located:
 - Around the exterior

No cameras or recording devices are permitted in bathrooms or dressing rooms.

Compliance, Reporting, and Indemnification

In addition to the rules set forth in this Social Event Policy, the Guest agree to comply with all provisions of this Agreement relating to alcoholic beverages.

The Gift Box reserves the right to report any violations of this Social Event Policy to the appropriate authorities for prosecution to the fullest extent permitted by law.

Each Guest agrees to **indemnify, defend, and/or reimburse The Gift Box** for all costs, expenses (including legal fees), and damages that The Gift Box may suffer or incur as a result of any violation of this Social Event Policy.

FORCE MAJEURE

Neither party is liable for failure to perform caused by circumstances beyond their control, including:

- Natural disasters

- Government orders
- Civil unrest
- Utility failures
- Public health emergencies
- Acts of war or terrorism

Refunds due to force majeure will be handled in good faith.

GOVERNING LAW & DISPUTE RESOLUTION

This Agreement is governed by the laws of the State of California.

Mandatory Binding Arbitration

Except where prohibited by law, any dispute, claim, or controversy arising from this Agreement or event use shall be resolved exclusively through **binding arbitration**, not court litigation.

The parties waive:

- The right to a jury trial
- The right to participate in class actions

Arbitration shall be conducted by a mutually agreed arbitrator or, if none is agreed, through a recognized arbitration service. Each party bears its own costs unless otherwise ordered.

Good-Faith Resolution

Before arbitration, both parties agree to attempt resolution through:

1. Written notice of dispute
2. Good-faith negotiation
3. Optional mediation