



UPLAND WOMAN'S CLUB
590 North Second Avenue
Upland, CA 91786
(909) 982-3324

Clubhouse Rental Agreement

This Rental Agreement (the "Agreement") is made and entered into as of the date set forth below, by and between Upland Woman's Club, Inc., a non-profit corporation ("UWC") and

_____,
whose address _____ and telephone number _____ are:
(address) _____ (tel.number) _____ ("Renter").

WHEREAS, Renter desires to rent UWC Clubhouse (the "Clubhouse") on the terms and conditions set forth herein and UWC is willing to rent the Clubhouse to Renter on such terms and conditions.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, UWC and Renter (hereafter "the Parties") agree as follows:

1. UWC shall make the Clubhouse available for the purpose of a one-day event planned by Renter (the "Event"). Upon execution of the Agreement and payment of the cleaning and damage deposit (the Deposit), the Clubhouse shall be reserved for Renter's Event taking place on _____, 20____, between the hours of _____ a.m. and _____ p.m. at the rental rate of: \$_____ per day (the Rental Fee"). Renter shall not arrive more than ninety (90) minutes prior to the scheduled start time of the event.

2. The Clubhouse will be opened and made available for a maximum two hour period for the purpose of advance decorating, on _____ from _____ to _____.

3. **Alcohol will [] will not [] be served at the event. Note that if alcohol is to be served, the additional insurance requirement listed in paragraph 12 applies.**

4. UWC requires a \$_____ Cleaning/Damage Deposit ("Deposit"). Renter's reservation shall not be accepted unless and until the Deposit is paid in full. Only full payment of the Deposit will ensure availability of the Clubhouse for Renter's preferred Event date. The name and address of the person to whom the remaining Deposit should be mailed, **if different than above**, is: _____ whose address and telephone number are: (address) _____ (telephone number) _____

5. The Rental Fee must be paid in full fourteen (14) days prior to the Event.

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6. The Deposit and Rental Fee must be remitted by either cashier's check or money order, payable to "UPLAND WOMAN'S CLUB," by the due dates set forth above. RESERVATION FOR THE DATE(S) FOR EVENT WILL NOT BE HONORED UNLESS AND UNTIL DEPOSIT IS RECEIVED.

7. Deposit may be refunded in the event of a cancellation only if: (1) The request for cancellation is received no fewer than forty (40) days prior to the Event; and (2) the Clubhouse can be re-rented to another party for the date of the cancellation.

8. \$200.00 will be billed for each hour beyond the Event's scheduled end time, billed in one hour increments. Please note that additional hours may be added only up to a maximum of 10:00 p.m., at which time the Clubhouse must be closed and secured due to location in residential neighborhood.

9. UWC does not assume responsibility for personal injury or loss or damage to personal property.

10. Renter, including Renter's heirs, agents, executors, and administrators, hereby waives, releases, discharges, and holds harmless UWC and all of its departments from any and all right, claim, liability for damages for any loss or injury suffered as a result of attending or participating in the Event. Renter also agrees to defend, indemnify, and hold UWC harmless against all claims, demands, and causes of action, including court costs and attorney's fees, directly or indirectly arising from any connection to or with the Event.

11. Rental Fee includes the use of the entire inside of the Clubhouse, kitchen, restrooms, and the outside porch areas.

- a. Rental Fee includes the use of the refrigerator, freezer, warming cart, and coffee urn(s), **but food shall not be prepared on the premises.**
- b. Renter must supply any necessary dishes, silverware, table cloths, napkins, dish towels, paper towels, trash bags, cleaning supplies, paper towels, dishes, or silverware. A mop is provided for Renter's use.
- c. No events may take place or are allowed to be set up on the lawn area.
- d. No cooking is allowed on the porch area. Catering Companies are not allowed to cook on the lawn area.
- e. All Catering products must be self-contained
- f. The use of propane heaters inside or outside the building is prohibited.
- g. For health and food safety reasons, there is to be absolutely no preparation of floral arrangements in the kitchen or pantry areas.
- h. All festivities including amplified music must conclude **no later than 10:00 pm.**
- i. **The maximum capacity of the Clubhouse is 160 persons, including vendors.**
- j. Due to local fire and safety codes, the above rules are strictly enforced and are subject to change.

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12. Renter shall obtain a Commercial General Liability Policy (“CGL”), **including a liquor liability endorsement if liquor is to be served**, in the amount of ONE MILLION DOLLARS (\$1,000,000) and naming the Upland Woman’s Club, 590 North Second Avenue, Upland, CA 91786 as an additional insured. Event day insurance may be available through www.wedsafe.com, www.csicoverage.com, or the insurance broker or agent of Renter’s choice. **The CGL policy must be received by UWC no later than 14 days prior to the event along with any remaining Rental Fee balance, or Event may be cancelled at UWC’s sole discretion.** A general liability certificate can usually be obtained from your insurance carrier or an online broker. Upland Woman’s Club is not responsible for injuries, damages, or losses that might occur during the event, set-up, or clean-up. Children are the responsibility of their parents or guardians.

13. **Alcohol may not be served in the Clubhouse unless Renter has obtained a CGL policy that includes a liquor liability endorsement naming UWC as an additional insured.** Beer, wine, and champagne may be served to guests free, **but it shall not be sold under any circumstances.** Alcohol vendors/servers shall not drink during the Event and may not serve any guest to excess or to any guest that is younger than twenty-one (21) years of age. Alcohol service **must** cease no later than either 9:00 p.m., or one hour prior to the scheduled end of the Event, whichever comes first, and any unfinished drinks must be collected and discarded no later than 9:30 PM or thirty (30) minutes prior to the scheduled end of the Event, whichever is earlier. To ensure the safety of the guests, UWC reserves the right to monitor the event and shut down the bar and/or the Event if any guest is excessively intoxicated or in the case of any alcohol related disturbance.

14. All Vendors working the Event UWC shall carry and maintain in full force and effect while working at UWC worker’s compensation insurance, a minimum ONE MILLION DOLLAR (\$1,000,000) general liability insurance and policy endorsement **naming UWC as an additional insured** showing the required insurance is in place. Notwithstanding the requirement for such insurance, the vendor shall be required to also hold harmless, indemnify, and defend UWC, to the maximum extent allowed by law, from any and all liability arising from Vendors’ use of UWC, including the payment of UWC’s reasonable attorney’s fees and costs incurred in defense of any actual or alleged liability.

15. Absolutely no food or drink is permitted on the carpeted area, including but not limited to any wedding cake table.

16. No pets of any kind (with the exception of bona fide ADA service dogs) are allowed inside or upon the grounds of the UWC Clubhouse.

17. Decorations must be in good taste. **The cost of repairs to any damage caused by the violation of this Agreement will be deducted from Renter’s Deposit.**

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- a. Nails, tacks, staples, adhesive tape, or scotch tape are NOT to be used on woodwork or walls. Decorations are not to be hung on draperies or from chandeliers. Wire, floral wire, and non-stick tape are allowed. No tape of any kind is allowed on any wood surface including floors.
- b. Absolutely no candles or other open flames are permitted at any time within the Clubhouse.
- c. Battery operated tea lights are permitted for use in the Clubhouse.
- d. No rice, confetti, birdseed, potpourri, glitter or any substance of that nature may be used inside or outside the Clubhouse.
- e. Bubble machines are permitted outside only.
- f. Rose petals may be used for decorating purposes on tables only, and must be cleaned up entirely at the end of the event.
- g. Rose or any flower petals shall not be used on the floor even if a floor runner is used.
- h. All decorations must be removed before closing the Clubhouse following the Event.

18. NO FURNITURE IS TO BE MOVED AND NO EXTRA CHAIRS OR TABLES MAY BE BROUGHT IN. ABSOLUTELY NO SERVING OR GUEST TABLES ARE TO BE PLACED ON THE STAGE.

19. Activities are to end no later than the scheduled end time of the Event or 10:00 p.m., whichever is earlier. The building must be vacated no later than thirty (30) minutes following the scheduled end time of the event or 10:30 p.m., whichever is earlier.

20. A charge of \$25.00 will be added if anything is left behind and a UWC representative must open the Clubhouse for retrieval of forgotten items.

21. Deposit will be refunded only if the Clubhouse and grounds are left in a clean and orderly state. The building and grounds will be inspected. **See attached Cleanup Requirements attached hereto as Exhibit A and incorporated by reference.** The Cleanup Requirements are also posted in the kitchen. The Deposit will be refunded by mail, minus the cost for any cleaning and/or repair of damage to the Clubhouse or grounds, or any other permitted deduction.

22. No keys are available. A UWC representative will open the facility and you will be instructed on how to turn off the heater/air conditioner, lights, and how to close and secure the doors. A Club representative may be able to assist you, but Renter is responsible to see that this is done.

23. Renter is solely responsible for the behavior and damage caused by any guest, and shall not allow children or guests to cause excessive noise, or run in the streets or upon the yards of neighboring homes. Renter shall at all times respect the fact that UWC is located in a

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residential area, and respect the property, safety, and noise concerns of our neighbors. Children are not to be left to play unsupervised in the patio area. Amplified music must be maintained at a reasonable volume and is only allowed inside the building. UWC reserves the right to monitor the event and order that the sound provided by Band or DJ be lowered if deemed too loud. By ordinance all music must stop by 10:00 pm.

24. Smoking is permitted outside only and Renter is responsible for ensuring that all cigarette/cigar butts are picked up and properly disposed of.

25. Marijuana is not to be consumed on club premises, including "medical marijuana."

26. Guests shall at no time block the streets around the Clubhouse for any reason. Please instruct your guests regarding parking regulations. THERE IS NO STREET PARKING AND NO PARKING IN THE MASONIC TEMPLE PRIVATE LOT. Renter and Renter's guests assume all responsibility for parking, and anyone parking in a restricted area does so at their own risk and will be solely responsible for any parking tickets or towing fees. A public parking lot is available on Arrow Blvd, between Second and Third Avenue.

27. UWC reserves the right to terminate the Event in the event of a serious breach of this Agreement.

28. It is understood and agreed that should Renter or Renter's guests fail to adhere to the terms of this Agreement, UWC may, at its sole discretion, terminate the Agreement and require the renting parties to immediately vacate the building, and Renter shall forfeit all monies.

29. This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by California law.

30. In any action or other proceeding to enforce the terms of this Agreement, each party will bear its own attorney's fees and costs of suit.

31. Modification of Agreement. This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all parties.

32. Entire Agreement. This Agreement and all other agreements, exhibits, and schedules referred to in this Agreement constitute(s) the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersede all prior and contemporaneous understandings or agreements of the parties.

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33. Severability of Agreement. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provision shall be stricken from this Agreement, and shall not affect the legality, enforceability, or validity of the remainder of this Agreement.

34. The following exhibits shall constitute a part of this Agreement and are incorporated into this Agreement by this reference: Exhibit A. Should any inconsistency exist or arise between a provision of this Agreement and a provision of any exhibit, schedule, or other incorporated writing, the provision of this Agreement shall prevail.

35. Time of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance.

36. Waiver. No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy.

37. This Agreement may be executed in counterparts and transmitted via fax or electronic mail.

38. Consent to Jurisdiction and Forum Selection. The parties hereto agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the Superior Court of the County of San Bernardino. Each party hereby authorizes and accepts service of process sufficient for personal jurisdiction in any action against it as contemplated by this paragraph by registered or certified mail, return receipt requested, postage prepaid, to its address for the giving of notices as set forth in this Agreement. Any final judgement rendered against a party in any action or proceeding shall be conclusive as to the subject of such final judgement and may be enforced in other jurisdictions in any manner provided by law.

39. To the fullest extent permitted by law, and as separately bargained-for-consideration, each party hereby waives any right to trial by jury in any action, suit, proceeding, or counterclaim of any kind arising out of or relating to this Agreement.

40. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

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EXHIBIT A

UPLAND WOMAN'S CLUB CLEAN-UP REQUIREMENTS FOR RETURN OF YOUR CLEANING/DAMAGE DEPOSIT

YOU MUST PROVIDE YOUR OWN: Trash Bags (33 galloon size), paper towels, dish soap, dish towels, and serving utensils. (We provide toilet paper, soap, and hand towels for the restrooms only.)

KITCHEN must be left clean. Wipe all counter tops. **Do not** use commercial cleaners or anything abrasive or caustic on the granite. Use mild soap and water only. Remove all items from the refrigerator. **Note: Refrigerator in the kitchen is not a freezer and is not to be used to store ice or frozen items.** There is a Freezer in the pantry area for this purpose. Damp mop the the kitchen and pantry floors with only water. Mops are provided for this purpose. Wipe clean all serving carts.

TRASH BAGS are to be used for all refuse. Remove all trash, including the waste baskets in the restrooms and place in trash containers on side of building.

COFFEE URNS are to be washed well with soap and water, rinsed, and left unplugged. The urn in the pantry area is for hot water and tea only.

MAIN HALL AND BUFFET AREA: Sweep the entire building. Brooms and dust pans are provided. **Buffet and drink areas may have extra dirt and should be damp-mopped if necessary.**

DO NOT FOLD CHAIRS OR TABLES. DO NOT STACK ANY ITEMS AGAINST THE WALLS. Leave chairs in place at tables.

AIR CONDITIONERS/HEATERS are to be left on and returned to the same temperature as upon arrival.

LIGHTS ON STAGE are to be turned off. Instructions are clearly written on control box on stage. Note that the switches on the left side of the control panel are **NOT TO BE TURNED OFF -- ONLY THE SWITCHES ON THE RIGHT SIDE.** All other lights are to be turned off at appropriate wall switches.

LOCK DOORS securely before leaving premises. If a club representative is present, he or she may assist you with this. Be sure the chain has been released from the front door and check door from outside to be sure it is closed securely.

OUTSIDE AREAS OF BUILDING AND CURBS should be checked and any debris left by guests should be removed and placed in trash containers.

Clean-up must be completed 30 minutes after the Contract Time. (Example: 5-10PM-finish cleaning by 10:30 PM.) To accomplish this, you must begin clean-up during the party. It is recommended you have 4 to 6 people to help complete the clean-up on time. Be sure these helpers know what is expected in order to properly complete the cleaning. **BE SURE ALL ITEMS ARE REMOVED FROM THE BUILDING. A**

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CHARGE WILL BE MADE IF THE RENTALS CHAIRMAN OR ANY OTHER CLUB OFFICE HAS TO COME TO THE CLUBHOUSE TO OPEN FOR LOST OR LEFT ITEMS.

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