

Elegance Banquets Rental Agreement & Contract

23rd West Elm Street, Lodi CA | TEL: 1-209-407-4002 |

Email: elegancebanquets@gmail.com Website: www.elegancebanquets.com

Thank you for choosing Elegance Banquets as a place to host your special occasion. We continuously strive to provide an excellent/ extraordinary experience for all our clients.

PERTINENT INFORMATION

Name/Company		Type of Event	
Address		Date of Event	
Telephone		Guest Count	
Email		Time of Event	to
Website		Time Access Needed	
Driver License/ID		Deposit / BALANCE	&
Date Signed:		Event Planner/Decorator	
Designated Person		Alcohol (circle)	YES -----NO
Security # (circle)	1 2 3 4 5	Bartenders # (circle)	1 2 3 4

TERMS AND CONDITIONS

INSURANCE VERIFICATION :

PAYMENT

A Deposit of \$500 Cash is required to reserve your event date. This deposit shall be non-refundable. The full amount due must be paid 7 business days prior to the event date. A payment plan can be set up, allowing the Client to make 2 Payments in person. Electronic payments via Zelle, Paypal, Venmo can be split up into 4 payments max. We accept payments made in the form of cash or check or Credit card. A \$50.00 fee will be placed on bounced checks. All checks need to be made payable to Elegance Banquets. A Credit Card on File is required for Incidentals.

CANCELLATION POLICY

If cancellation occurs by the Client, then the deposit is non-refundable. Failure to make full payment may result in the cancellation of the event as well. It is understood that if this is a "Rain or Shine" event, Elegance Banquets compensation is in no way affected by inclement weather. Rescheduling of events is subject to availability and a fee of \$250, which could be waived depending on the situation and at Management's discretion.

RENTAL CHARGE

MONDAY THRU THURSDAY \$950. FRIDAY & SUNDAY \$1250 and SATURDAY \$1950

The venue is generally rented out from 12 pm to 12 am. Any over usage will result in a charge of \$250/ hour (due immediately after the event/or prior arrangement). The venue will be available to All vendors 4 hours prior to the start of the event. Setup/preparation can be done one day prior to the event for \$75/hour if availability permits.

SECURITY DEPOSIT

The security deposit will be returned in the event all conditions are met (including, but not limited to a post-inspection of Elegance Banquets Premises subsequent to the event being held, as well as other conditions outlined in this agreement). Upon completion of a satisfactory inspection, your refund will be processed. Additionally, the facility must be cleared of all decorations, flowers, vendor equipment, etc., the night of the event.

BARTENDER

If serving liquor, A licensed Bartender will be provided by Elegance Banquets for an additional \$250 per Bartender.

MAXIMUM OCCUPANCY – GUARANTEED GUEST COUNT

The maximum occupancy allowed guests capacity at Elegance Banquets is 260. The Client is responsible for disclosing the expected guest count at the time of booking the event. Should the number of guest count increase by any amount, the Client is responsible for immediately notifying the facility so proper security/ guest accommodation arrangements can be made accordingly & in a timely manner.

SECURITY

We take great pleasure in providing a safe and secure event for our clients, therefore we utilize trained security surveillance services on site. One Security Guard is required per/100 guests. Elegance Banquets reserves the right to remove any guests that are exhibiting inappropriate behavior (*i.e., destruction of property, fighting, drunkenness, smoking in the building, unauthorized entry into the facility, etc.*). The disruptive guest will be asked to leave immediately by security personnel/staff and not allowed to re-enter. Local Law Enforcement May be summoned if safety of other guests is jeopardized.

INSURANCE

INITIAL:

All individuals/group/clients looking to host an event at Elegance Banquet Hall, have a mandatory requirement of obtaining Insurance from Event Helper.com with a minimum of "One Million Dollar" Coverage. Link : "<https://www.theeventhelper.com#ah5f7R>", The Client is required to use this link to purchase the insurance as it will provide an Insurance Policy based on their requirements. Upon purchase, the Client will receive a Certificate of Insurance, and a copy will automatically be emailed to elegancebanquets@gmail.com. Please bear in mind Event Helper & Elegance Banquets have no company affiliations and are both separate entities.

PARKING

Parking is available in the City parking lot to the left of Elegance Banquets (90 Minute Parking M-F 9am to 5pm) and No specific Limitations on Weekends. There is a 300 Car City parking Structure accross the street. Elegance Banquets does not assume responsibility in any way for damages to any vehicle parked or loss of stolen property.

DAMAGES- LOSS OF ANY ARTICLES

Damage or vandalism to property that occurs during the hall rental time period, by any member attending the Client's Event, will be the sole responsibility of the Client. Damage or vandalism will be shown to the Client before repairs are made however Elegance Banquets has sole discretion of who performs the repairs (contractor) or replacement products and all fees incurred will be the financial responsibility of the Client. *Elegance Banquets does not assume responsibility for the damage or loss of any articles.* After the event, all personal property, including gifts, decorations, etc. must be removed from the banquet facility. We will not be responsible for items left overnight on the premises.

ALCOHOL / LIQUOR POLICY

All alcoholic beverages to be served during any event must be dispensed only by our staff/Bartender. Proper identification is required. The Client understands that alcohol shall not be served/consumed to/by a person under twenty-one (21) years of age. We reserve the right to refuse alcohol service to anyone at our discretion. It is illegal for the Client and or their guest to smuggle in alcoholic beverages into the premises. No alcoholic beverages are to be consumed outside of the hall. Elegance Banquets is only allowed to serve alcoholic beverages brought & purchased by the Client. IF underage drinking is observed, the event will be shut down, & Lodi Police Department will be notified.

SOCIAL MEDIA CLEARANCE

The Client allows Elegance Banquets to use any photographs/video recordings taken during Set-up/take down or the actual event itself for their promotional/advertising purposes without restrictions and compensation.

Force Majeure. Notwithstanding anything to the contrary contained herein, neither party shall be liable for any delays or failures in performance resulting from acts beyond its reasonable control, including, without limitation, acts of God, natural calamities, pandemics, acts of war or terrorism, shortage of supply, breakdowns or malfunctions, interruptions or malfunction of computer facilities, or loss of data due to power failures or mechanical difficulties with information storage or retrieval systems, city constructions, development, insurrections, riots, civil commotions, strikes, lockouts labor difficulties or civil unrest. Notwithstanding the foregoing, in the event of such an occurrence, each party agrees to make a good faith effort to perform its obligations hereunder.

HOLD HARMLESS AGREEMENT:

I release, remise and forever discharge, indemnify and agree to hold harmless, WAIVE, and COVENANT NOT TO SUE the Released Parties for any and all claims, demands or causes of action, whether now in existence, or hereafter arising, regarding any loss of personal property, injury or death of any other person or persons ("Third Party Claims") arising out of or attributed, directly or indirectly, to my activities at the event and/or on or around the Premises.

This document serves as the whole of the Rental Contract and supersedes any and all verbal agreements. The Management reserves the right to change rental, rules, and regulations at any time without giving prior notice. *I have read, understood, and agree to abide by all terms & conditions outlined in this Contract, Rental Policies and General agreement. If any provision of this Rental Agreement is violated, the renter shall forfeit the entire deposit.*

Client/ Host/ Renter

Date

RENTER SHALL DISTRIBUTE A COPY OF THIS CONTRACT TO ALL CONTRACTORS, PLANNERS, VENDORS, AND/OR OTHERS INVOLVED IN THE EVENT.

WE HAVE THE RIGHT TO REFUSE SERVICE TO ANYONE

RULES & REGULATIONS

- 1) THE VENUE IS EXCLUSIVELY RENTED OUT TO THE HOST/DESIGNATED PERSON IDENTIFIED ABOVE ON THIS CONTRACT.
- 2) SHOULD YOU DECIDE TO CANCEL YOUR EVENT FOR ANY REASON (PERSONAL, FAMILY, HEALTH-RELATED, OR DUE TO A PANDEMIC, NATURAL CALAMITY/ DISASTERs). THERE ARE WLL BE NO REFUNDS OF DEPOSITS.
- 3) REQUESTING TO CHANGE A DATE OF A PREVIOUSLY SCHEDULED EVENT IS SUBJECT TO AVAILABILITY (FIRST COME/ FIRST SERVE BASIS) AS WELL AS A \$250 FEE.
- 4) A CREDIT OR DEBIT CARD IS NEEDED ON FILE FOR INCIDENTAL & DAMAGES. ALTERNATIVELY \$500 CASH CAN BE ACCEPTED IF NO CREDIT CARD IS AVAILABLE.
- 5) ACCESS TO THE BUILDING WILL BE PROVIDED AT 12 PM; ANYONE REQUIRING EARLIER ACCESS NEEDS TO PRE-COORDINATE WITH MANAGEMENT. ADDITIONAL FEE OF \$100/HR MAY INCUR.
- 6) PLEASE NOTE THERE IS A SETUP/BREAK DOWN and CLEANING FEE OF \$150.
- 7) LAST CALL FOR ALCOHOL IS 10:30 PM. (NO UNAUTHORIZED INDIVIDUALS IN THE BAR AREA)
- 8) HARD SHUT OFF AT 11 PM! EVERYONE MUST BE OUT OF THE PREMISES BY MIDNIGHT. FAILURE TO DO SO WILL RESULT IN PENALTY OF \$250 EACH HOUR.
- 9) VISITS PRIOR TO THE EVENT ARE BY APPOINTMENT ONLY. PLEASE PLAN ACCORDINGLY WITH YOUR VENDORS (CATERING, DÉCOR,DJ, PHOTOGRAPHER, CAKE, ETC). SET ONE DAY TO PLAN OUT YOUR EVENT. ONE COMPLIMENTARY FREE VISIT IS PERMITTED TO ORGANIZE AND PLAN YOUR EVENT. ANY ADDITIONAL VISITS CAN BE REQUESTED FOR \$75/ HR.
- 10) AFTER THE EVENT HAS CONCLUDED, ALL ITEMS/ MATERIAL BROUGHT IN BY VENDORS AND HOST MUST BE TAKEN AWAY THE SAME DAY/ NIGHT.
- 11) CHILDREN UNDER THE AGE OF 13 NEED TO BE SUPERVISED BY PARENTS, OR AN ADULT AT ALL TIMES.
- 12) ALL FOOD, PERISHABLE ITEMS REQUIRING REFRIGATRAITON CAN ONLY BE BROUGHT ON THE DAY OF THE EVENT. NOTHING CAN BE LEFT OVERNIGHT.
- 13) ALL LOADING AND UNLOADING MUST BE DONE FROM THE BACK ALLEY DOOR.
- 14) A REQUEST FOR SETTING UP A DAY PRIOR OR REHEARSALS CAN BE MADE BUT IS SUBJECT TO AVAILABILITY AS WELL AS A FEE OF \$75HR.
- 15) WE DO NOT ALLOW AFFIXING OF ANYTHING TO OUR WALLS, FLOORS, OR CEILING WITH TAPE, STAPLES, HOOKS, NAILS, CONFETTI, GLITTER, OR ANY OTHER SUBSTANCE. (THE USE GAFF TAPE IS PERMITTED).
- 16) ELEGANCE BANQUET'S PROMOTIONAL MATERIALS MUST REMAIN IN PLACE AND DISPLAYED, UNCOVERED AND UNOBSTRUCTED, AND DISPLAYED THROUGHOUT EVENT.
- 17) STRICTLY NOT ALLOWED: FIREARMS/ ILLEGAL DRUGS/ FLAMMABLE MATERIALS, ANIMALS (UNLESS SERVICE ANIMAL) ON THE PREMISES.
- 18) FURNITURE IN THE LOBBY / OFFICE/ VIP ROOM IS TO REMAIN IN PLACE UNLESS PRIOR WRITTEN PERMISSION FROM ELEGANCE BANQUETS HAS BEEN OBTAINED.
- 19) AIR CONDITIONING IN THE BUILDING WILL BE TURNED ON 2 HOURS PRIOR TO THE EVENT.
- 20) DOORWAYS/HALL-WAYS MAY NOT BE BLOCKED TO COMPLY WITH FIRE SAFETY REGULATIONS.
- 21) RENTER SHALL BE RESPONSIBLE FOR ALL COSTS INCURRED FOR FALSE FIRE ALARMS.
- 22) KITCHEN USAGE MUST ONLY BE USED FOR PREPARATION & CATERING PURPOSE; NO COOKING MUST BE CONDUCTED.
- 23) IF THERE IS AN INCREASE IN YOUR GUEST COUNT, IT IS THE RENTERS RESPONSIBILITY TO NOTIFY MANAGEMENT TO PLAN ACCORDINGLY FOR NEEDED TABLES/ CHAIRS.
- 24) ALL VENDORS MUST PROVIDE PROOF OF INSURANCE AND BE SUBMITTED TO ELEGANCE BANQUETS FOR APPROVAL.
- 25) ALL CLIENTS RENTING THE VENUE MUST OBTAIN EVENT INSURANCE FROM EVENTHELPER.COM, FAILURE TO DO SO MAY RESULT IN THE CANCELLATION OF THE EVENT.
- 26) RENTER SHALL COMPLY WITH ALL THE FIRE, HEALTH AND SANITARY LAWS, ORDINANCES, RULES SET FORTH BY STATE/CITY/COUNTY & FEDERAL GOVERNMENTAL AUTHORITIES.

I acknowledge that I have read and understood the above policies (rules & regulations) in its entirety and agree to abide by them.

Signature _____

Date _____

