

PETALUMA WOMAN'S CLUB

518 B STREET, PETALUMA, CA 94952

CLUBHOUSE RENTAL APPLICATION AND AGREEMENT

Mailing Address: (no mailbox at club)

ATTENTION: Rentals · PO Box 285 · Petaluma, CA 94953-0285

Rental message line: 707-762-4271

Email: rentals@petalumawomansclub.com

RENTER CONTACT INFORMATION:

Renter Name: _____

Contact Name: _____

Phone/Mobile Number: _____

Email: _____

Mailing Address: _____

City: _____

State / Zip: _____

DATE OF CONTRACT: _____

Type of Event: _____

Non-Profit Member Discount Private

Food will be served: Yes No

Caterer: _____

Party Planner: _____

Event Times: _____

Person Closing at
End of Event: _____

Number of Guests: _____

RENTAL DATE: _____ DAY: _____ TIME: _____

RENTAL FEES:*

Sunday through Friday

Four (4) hour event \$ 800. \$ _____

Additional hours each x \$ 200. \$ _____

Saturday

Twelve (12) hour event \$2300. \$ _____

Additional hours each x \$ 200. \$ _____

Date: _____ Time: _____

OTHER: _____ \$ _____

CLEANING FEES:

Parties of 100 or less \$ 175. \$ _____

Parties of more than 100 \$ 350. \$ _____

RECOLOGY FEE: \$ 50. \$ _____

(garbage collection)

Subtotal \$ _____

REFUNDABLE SECURITY DEPOSIT \$ 500. _____

Due with signed contract to hold date

Total \$ _____

PAYMENTS:

Paid with Contract \$ _____

Cash Check # _____

Payable to Petaluma Woman's Club

Balance Due

30 Days Prior to Event Date \$ _____

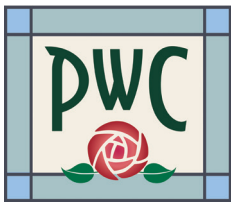
*Details in Rental Information, Rules and Regulations and Agreement

AGREEMENT for rental of the Petaluma Woman's Clubhouse (Premises) between Petaluma Woman's Club (PWC) and the undersigned (Renter) for the above listed event:

Renter Signature _____ Date _____

PWC Representative _____ Date _____

PWC USE ONLY: AP AG RR DEP MC COI FP Z \$ FF



PETALUMA WOMAN'S CLUB

518 B STREET, PETALUMA, CA 94952

CLUBHOUSE RENTAL APPLICATION AND AGREEMENT

The Rental Agreement will be signed as Accepted by a Petaluma Woman's Club (PWC) Authorized Agent once the following are received: [1] Rental Application and Agreement that is complete and signed; [2] Security Deposit in the amount of Five Hundred Dollars (\$500) for all rentals; and [3] Clubhouse Rules and Regulations signed by all Renters; [4] If the rental is within thirty (30) calendar days, additionally the balance of fees and Certificate of Liability Insurance is due.

PWC does not have a Preferred Service Providers List. Upon request, a list of Service Providers that are familiar with the Clubhouse can be provided, however PWC makes no guarantee as to the performance of these Service Providers and is not an agent, employee or under an other contractual or legal relationship with these Service Providers. An additional fee is required if the Renter uses an events rental company and the deliver and/or pickup of rented items requires a PWC Representative to be on site to allow access. A One Hundred Dollar (\$100) fee may be charged for each occurrence.

Renter shall provide PWC with the name, phone number, and license number of its Caterer within 60 days of event. Renter and Caterer's Certificate of Liability Insurance is due 30 days prior to the event. Caterer must abide by the Caterers Policies as outlined in the Clubhouse Rules and Regulations, which accompanies the Rental Application and is made a part of this Agreement. The Renter will provide their Caterer with a copy of the Clubhouse Rules and Regulations.

LATE AND RETURNED CHECK FEES

A fee of One Hundred Dollars (\$100) shall be charged to Renter for checks returned to PWC by Renter's bank due to insufficient funds. A late fee of One Hundred Dollars (\$100) shall be charged for all balances not paid by 30 days prior to the event. Both of these charges may be deducted from the security deposit.

Checks not cashed within 90 days will become null and void.

ACCESS

Access to the Premises shall be provided to Renter. Electric lock boxes are on the front and rear doors. An access code will be provided to Renter. Renter shall not release access code to anyone, including a vendor or guest without the express permission of PWC.

RULES AND REGULATIONS

Renter has been provided the Clubhouse Rules and Regulations, which are part of this Rental Agreement. By signing the Clubhouse Rules and Regulations, Renter agrees to abide by all Clubhouse Rules and Regulations. **Failure to comply with Clubhouse Rules and Regulations will result in complete forfeit of the Security Deposit, to the extent that the Security Deposit is insufficient to cover such costs. Renter shall be liable to PWC for such additional expenses.**

Renter and their guests voluntarily assume all risks related to exposure to any communicable diseases and following all required public health mandates. Renter and their guests agree to implement and adhere to any local, Sonoma County, State or Federal health regulations related to a pandemic or other health crisis, that may be in effect at the time of rental.

Renter's Initials (_____)

ALCOHOL SALES, CONSUMPTION AND SMOKING

Per Petaluma City Ordinance 8.20.090, smoking or vaping of any substance inside, outside, or within 20 feet of Premises is strictly prohibited. A fee of Two Hundred Dollars (\$200) will be deducted from the security deposit if there is evidence of smoking in violation of this provision.

All parties serving alcohol with 100 or more people in attendance, must have a dedicated bartender present to serve alcohol and keep the bar area clean.

If alcoholic beverages are to be sold, Renter **MUST** obtain a license from the Alcohol Beverages Control Board and provide PWC with a copy of the license (www.abc.ca.gov/Forms/ABC221I.pdf). **California State law does not allow alcohol to be served or given to minors under age 21.** It is the responsibility and obligation of Renter to see that this law is strictly enforced. See Alcohol Consumption Policies as outlines in the Clubhouse Rules and Regulations, which accompany the Rental Application and Rental Information and is made a part of this Agreement. Additionally, if Alcohol is to be served by a caterer, the caterer must also provide evidence of Hosted Liability Insurance 30 days before the event as discussed in detail below.

RENTAL CAPACITY

The number of people in, on, or around Premises shall not exceed the posted capacity of 150 for dining or 175 assembly seating.

SECURITY DEPOSIT

A PWC Rental Representative will have up to five (5) days following the end of the rental period to review and approve condition of the Premises. **If evidence is found of misuse or damage by the Renter, or if the terms of this Agreement an/or the Clubhouse Rules and Regulations are violated by the Renter or their guests, Renter will be notified of the violation and/or damages and how it will impact the refund of the security deposit.**

Premises shall be vacated in the same condition as it was when accessed. **Renter's garbage must be emptied into appropriate waste cans on side of clubhouse.** If Premises are determined to have been left in an unacceptable condition, as determined by the PWC Representative, an additional cleaning fee shall be charged to Renter. Failure to comply with Clubhouse Rules and Regulation will result in **the complete forfeit** of the Security Deposit.

Damages to the Clubhouse building or violation of the Petaluma Woman's Club Rules & Regulations (as initialed by Renter or Representative) will result in the forfeiture of the full Security Deposit (\$500). Renter will be contacted (by phone or email) describing the nature of the violation(s) and/or damages to the Clubhouse building.

PWC is not responsible for damage, loss or destruction to any personal items of Renter or their guests used or left behind at the Clubhouse.

CERTIFICATE OF LIABILITY INSURANCE

Certificates of Liability Insurance (COI) of One Million Dollars (\$1,000,000) must be provided by both the Renter and the Caterer, if applicable. Any and all COIs must be received by 30 days prior to the event date. The COIs must:

- Be in amount of \$1,000,000 for **Liability**
- Be in the amount of \$1,00,000 for **Rented Premises Damage**
- Be valid for the entire rental period
- Name Petaluma Woman's Club as an additional Insured Certificate Holder
- Include the physical address of 518 B Street, Petaluma, CA 94952
- If alcohol is to be served by the renter or the caterer, their COI must include Hosted Liability Coverage

Renter's Initials (_____)

CANCELLATION POLICY

If event is cancelled more than sixty (60) days prior to event, 100% of the Deposit will be refunded. Cancellation notice must be in writing and delivered to the PWC's Representative no later than 6:00 p.m. on the 61st day before the event. If Renter cancels a Saturday event by any other means, or within 60 days of event, the entire Five Hundred Dollars (\$500) will be forfeited and retained by PWC. Cancellation of Sunday and Weekday events by any other means, or within 60 days of the event, Two Hundred Dollars (\$200) will be forfeited from the Security Deposit and retained by PWC. Any other rental fees paid will be refunded. In case the event must be cancelled by PWC due to reasons beyond its control, 100% of all fees and deposit will be refunded to Renter within 7 days of notice of cancellation.

IN CASE OF EMERGENCY

In case of a fire or medical emergency contact Emergency Services (911). The Renter will be provided with the contact information for a PWC Representative who will be the main contact the day of the rental. The PWC Representative will be available should you have questions or need help with the building operations during the day. If there is a problem with the plumbing, first contact the PWC Representative at the telephone number provided, if there is no answer, call the Custodian. Failure to give notice of any issues could result in forfeiture of the Renter's security deposit.

SECURITY POLICIES

For rentals where the event lasts past 9:00 p.m., a PWC Representative will be on the Premises from 9:00 p.m. to 12:00 a.m. The PWC Representative is not a security guard. She/he is present only to confirm the following rules and regulations are complied with by Renter: 1) Music is stopped at 10:00 p.m. per the City Ordinance; 2) Service of alcohol is stopped one (1) hour before the end of event, or at the latest 11:00 p.m.; and 3) All persons have vacated the Premises by 12:00 a.m. on Friday - Saturday and 11:00 p.m. on Sunday - Thursday.

Private Security (optional) arrangements and costs are the responsibility of Renter. Private security can assist with providing a safe environment for all individuals attending an event and with the enforcement of the Alcohol Consumption policies outlined in the Clubhouse Rules and Regulations.

If a Private Security Company is retained by the Renter for the event, the company must be bonded and a copy of the contract with the Private Security Company must be provided to PWC at least thirty (30) days prior to the event. Any Security personnel that will be on the Premises must also be bonded and in possession of their guard card at all times during the event.

STATE AND FEDERAL FAIR HOUSING LAWS

PWC and Renter understands that the State and Federal housing laws prohibit discrimination in the rental of Premises on basis of race, color, religion, sexual orientation, marital status, national origin, ancestry, familial status, source of income, age, or mental or physical disability. Renting to a person under 21 is strictly prohibited. By signing this Contract Renter confirms that he/she is 21 and over.

Renter's Initials (_____)

USE OF PREMISES

The Renter agrees not to use the Premises for any purpose prohibited by City, County, and State or Federal law. The Renter understands and agrees that the use of any illegal drugs or substances, weapons, guns, firearms or explosives of any kind in or around the Premises is strictly prohibited.

Unless specifically indicated in writing on the last page of this agreement the Renter gives permission for photographs/videos to be taken of the decorations, performers or activities in the Clubhouse during, before and / or after the event. Photos, videos and reviews may be used to promote Petaluma Woman's Club and/or rental of the Clubhouse.

RELEASE, INDEMNITY AND HOLD HARMLESS AGREEMENT

Renter agrees that neither PWC nor its directors, officers, agents, employees or any others for whom PWC is at law responsible shall be liable to any extent for any personal injury or death of any person, or loss or damage to any property belonging to Renter or its employees, invitees or any other person in, on or about the Building except to the extent resulting from the sole and active negligence of PWC.

Renter shall indemnify and hold harmless PWC and its directors, officers, agents, and employees against and from any and all costs, expenses, attorney's fees or liabilities arising out of any claim or action brought due to 1) a breach by Renter, its agents, and/or invitees of this rental agreement, 2) the negligence of Renter, its agents, its invitees or any person for whom Renter is a law or by this contract responsible, 3) the use and occupation the Premises by Renter, its agents, or its invitees, 4) a violation of any local, Sonoma County, State or Federal law or regulation in effect including but not limited to those related to a pandemic or other health crisis or 5) any claim by Renter, its agents and/or invitees that PWC is responsible for Renter, its agents and/invitees exposure or contraction of the COVID 19 virus as a result of PWC's acts, omissions, and/or obligations under this Rental agreement.

COVID 19 WARNING

Renter acknowledges that the presence of the COVID 19 virus poses a danger of illness and death to those people who have been exposed to the COVID 19 virus and agrees that guidelines and warnings from the Center for Disease Control, the State of California and the Sonoma County Department of Health have been promulgated with respect to large gatherings of people, the need to wear masks and socially distance, especially in indoor gatherings. Renter hereby agrees to cause Renter, its agents and invitees to (i) comply with the latest guidelines and warning from the Center of Disease Control, the State of California and the Sonoma County Department of Health with respect to the COVID 19 virus, (ii) to wear masks, to socially distance and to take such other actions as are required by the Center of Disease Control, the State of California and the Sonoma County Department of Health. Renter, for itself and on behalf of its agents and invitees, hereby waives any and all claims against PWC and its directors, officers, agents and employees based upon or arising out of the COVID 19 virus and its effects.

ASSIGNMENT

Renter shall not, without the PWC's prior written consent assign, or transfer any or all of its rights and privileges under this Agreement.

PARKING ADDENDUM

Parking for Renter and/or its guests is not provided as part of this Rental Agreement. The Petaluma Woman's Club Parking Agreement Addendum is attached.

Renter's Initials (_____)

ENTIRE AGREEMENT

Neither PWC nor Renter, nor any of their agents, have made any statement, promises, or agreements verbally or in writing in conflict with the terms of this Agreement. Any and all representations by either of the parties or their agents made during negotiations prior to execution of this Agreement and which representations are not contained in the provisions hereof shall not be binding on either of the parties hereto. It is further agreed that this Agreement contains the entire agreement between the parties, and no rights are to be conferred on PWC or Renter until Renter has executed this Agreement.

I have read, understand and agree to the terms of the PWC Rental Application and Agreement. I further understand that any violation of said Policies by anyone attending Renter's event will result in the forfeiture of the full security deposit.

Renter _____ Date _____

Accepted by PWC _____ Date _____

Authorized Agent

Renter's Initials (_____)

PETALUMA WOMAN'S CLUB PARKING AGREEMENT RENTAL ADDENDUM

RULES AND REGULATIONS GOVERNING USE OF ADJOINING PARKING LOT

Use of the First Church of Christ Scientist parking lot located behind the Petaluma Woman's Club building is NOT included in any rental agreement for us of the PWC Clubhouse. Renters must make a separate arrangement with First Church of Christ Scientist for the use of this parking lot during an event. This area is private property and arrangements must be made for the rental of the lot through:

First Church of Christ Scientist
21 Sixth Street
Petaluma, CA 94952

Contact: Steve C. Simpson, Treasurer
EMAIL: stevecsimpson@comcast.net

An email message is preferred, but alternatively you may call (707) 971-0102. If you leave a message, give your phone number slowly and clearly.

PWC assumes no liability for, and Renter shall defend, indemnify, release and hold PWC and its successors and assigns harmless, from any liabilities, losses, costs, demands, charges, orders, liens, judgements, damages or expenses (including reasonable attorneys' and expert witness fees and costs) arising out of or related to any theft, collision, fire or damage of any kind whatsoever, whether for personal injury or damage to property, suffered by Renter, Renters employees or guests, or by any other parties.

I have read, understand, and agree to the above addendum regarding the First Church of Christ Scientist parking lot located behind the Petaluma Woman's Club building.

Renter's Signature* _____ Date _____

*Renter's signature is required whether Renter plans to contract for the use of the parking lot or not.

ADDITIONAL NOTES:

Renter's Initials (_____)