

Martinez **EVENT CENTER** IN HISTORIC DOWNTOWN

RENTAL AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between La Tapatia / Martinez Event Center and _____ (“AUTHORIZED USER”), hereinafter referred to as “USER”.

All payments made for use of the Event Center will be billed from and paid to “La Tapatia.”

IN CONSIDERATION of the mutual covenants contained in this “Agreement”, the OPERATOR and USER agree as follows:

1. Purpose

USER shall rent the facility located at 524 Main Street, Martinez in particular: The banquet hall, front foyer and restrooms are the areas of the property rented for your event for the purpose of:

2. Leased Space and Use Date

The OPERATOR grants to USER permission to use the portions of the facility identified above (“the Premises”) as listed below, subject to the type of use, terms and conditions contained herein:

Date of Event: _____	Hours	
Customer Preparation time:	_____ - _____	= _____
Appetizers service:	_____ - _____	= _____
Dinner service:	_____ - _____	= _____
Champagne service:	_____ - _____	= _____
Cake service:	_____ - _____	= _____
Customer clean up time:	_____ - _____	= _____
Total rental hours: _____		

We understand unforeseen time delays and will accommodate your revised schedule. Time delays will cause additional staffing or hours for scheduled personnel resulting in additional charges.

If an event extends past the hours contracted above, the USER will be charged a fee of \$20.00 for each wait staff, \$25.00 per bartender and a \$_____ additional hour for usage of the facility. Fees are accessed by full hour increments.

Event Center Summary Cost: \$_____

Deposit: \$_____

Balance Due: \$_____

* Out of scope charges, such as revised guest count, extended hours, etc. will be reconciled as per customer needs and billed to the Credit Card provided. Additional charges will be submitted to customer prior to billing.

Initial _____

\$_____

USER'S Contact Person: _____ Phone: _____ Cell: _____

User's Business Name & Address (if applicable): _____

Address: _____

(Include Street or P.O. Box, City, State and Zip Code)

USER'S Fax: _____ User's E-mail: _____

Key contact during event: _____

Facility Rental Fee Deposit: _____ (Deposit books your date)

Fee includes use of up tables, chairs, china plates and utensils provided by OPERATOR. The food preparation area is excluded and used only by the Event Center staff.

Facility Damage, and Cleaning Deposit: \$500.00 will be held and applied to the cost of any out of scope charges, such as revised guest count, extended hours, etc. will be reconciled as per customer needs and billed to the Credit Card provided. Additional charges will be submitted to customer prior to billing. damage to facility beyond normal wear & tear and toward clean up of excessive waste material or trash left by User or User's subcontractors (florist, floor damage, microphone, etc.) If Damage is excess of the security deposit, the balance will be charged to the lessee. A credit card is required for the deposit and the "User" authorizes payment to reconcile damages or "User" out of scope request. **I authorize La Tapatia to charge the card listed below for services noted above.**

Customer Signature _____

Please Print Full Name: _____

Please complete this form to pay deposit with credit card.

Martinez Event Center Credit Card Authorization Form

Credit Card: (Please X one of the following card types) Visa Master Card Discover American Exp Other

Credit Card Number: _____ Exp Date: _____ (mm/yyyy) Rear of card security #: _____

Name: _____ Cardholder Name: _____

Cardholder Billing Address: _____

City, State and Zip: _____

Email Address: _____

Cardholder Signature: _____ Date: _____

3. Special Terms and Conditions:

- (A) All payments made less than thirty (30) days from the beginning of the event must be made by certified check, money order, cash, or credit card.
- (B) All payments are to be made payable to La Tapatia/Martinez Event Center
- (C) A service charge of \$25.00 or 5% of the total amount of the check (whichever is greater) will be imposed on any checks returned for non-sufficient or uncollected funds. All fees in collection of returned checks or chargeback's will be paid by the "User".
- (D) If User fails to pay any amounts when due under this Agreement, they shall pay to OPERATOR a late charge of 1.5% per month on the unpaid balance and all legal cost for collection of the balance due.

4. Event Support

Expenses for Event Personnel will be the responsibility of the USER. The facility attendant is not a bouncer and is instructed to notify the police if problems arise. The attendant does not alleviate the renter of the renter's responsibility to maintain control of their guest at all times. If the customer serves liquor, a security personnel will be required in addition to the facility attendant.

Expenses for Event Equipment beyond the fixed equipment of the facility will be the responsibility of the USER. Event Center staff is present to give assistance to food and beverage service provided by the Event Center. They are not responsible to support outside vendors or set up of Users supplies.

All guests are restricted to the interior of the rental facilities only. Congregating on the parking lot, sidewalk or any other portion of the Event Center is not allowed.

5. Indemnification

The USER hereby assumes full responsibility for the acts and conduct of all persons admitted to the Premises by consent of USER, and USER agrees to pay damages to the OPERATOR resulting from use or occupancy thereof by USER, or from persons participating in or attending the function contemplated by this Agreement. USER further agrees to fully indemnify, hold harmless, and defend OPERATOR; and all their respective members, officers, directors, agents, and employees ("Indemnified Parties") from and against any and all liabilities, damages, claims, actions, losses, attorneys' fees, or other costs or expenses on account of personal injury, death, or damage to or loss of property or profits arising out of or resulting, in whole or in part, from any act, omission, negligence, fault, or violation of law or ordinance of USER or its employees, agents, contractors, subcontractors, exhibitors, or invitees, or any other person entering the Premises with the implied or express permission of USER. Such indemnification by USER shall apply unless such damage or injury results from the sole negligence, or willful misconduct of OPERATOR, or representatives. USER will be responsible for payment of damages caused by defacing Martinez Even Center owned properties, including but not limited to tape on windows or floors; materials hung from chandeliers; and use of nails, thumbnails, staples or posters on walls, etc.

A one day, \$1,000,000 Premises, Liquor and Vendor Liability Insurance Policy is required. This policy can be provided to you by your homeowner's policy as additional insured or we can provide one for you. No alcohol is allowed outside the interior premises. No alcohol can be brought into the facility unless authorized.

Initial _____

Smoking Policy: City ordinance states no smoking is allowed 200 feet from the building. No smoking is allowed on the balcony.

6. Equipment & Personal Property

There is no warranty that equipment (chairs, tables, sound system etc.) supplied by OPERATOR is suited for User's intended use, or that it is free from defects. USER agrees to assume the risks of, and hold OPERATOR harmless for, property damage and personal injuries caused by equipment, personal property, and/or arising out of OPERATOR'S negligence

7. Capacity

USER shall not permit nor admit a larger number of persons than can safely or freely move about the Premises or as noted by city code.

8. Cancellation by OPERATOR

In the event that the OPERATOR should determine that a reasonable basis exists for concluding either that there has been a default, non-performance, or breach of any of the warranties, terms, or conditions in this Agreement by USER, or that USER has abandoned or cancelled the Event, the OPERATOR shall have sole and complete discretion to declare the Event to be cancelled and the OPERATOR shall be authorized to retain User's rental fees as liquidated damages. USER shall also pay on demand to the OPERATOR any out-of-pocket expenses incurred by the OPERATOR in connection with such cancelled Event. Operator will not be liable for any cancellation of use of the Event Center do to error, disaster or unforeseen incident that will cause the Operator to default on the use of the Event Center.

9. Cancellation by User

USER must submit written notice of cancellation to the OPERATOR at least sixty (30) calendar days prior to the cancellation of any date or dates covered by the Agreement. Failure to comply shall result in the loss of the full deposit paid. A 50% Deposit will be returned if the date is rebooked on your date if provided the 30 day notice. A \$125 processing fee will be applied for all cancellations. **Initial** _____

10. Clean-Up

OPERATOR will be responsible for cleaning the Premises before and after User's use. USER agrees to reimburse OPERATOR for any additional labor or other costs for above-normal clean-up costs related to User's use of Premises. Any products, boxes, decorations etc brought in by the user, must be removed, cleaned and disposed of properly by the user.

* OPERATOR will not be responsible for any articles left following the event.

11. Food and Beverage

It is illegal for anyone to bring any alcohol to our licensed premises, including parking lots and the grounds without consent of the Operator.

12. Cooperation with All Other Users

USER acknowledges that the OPERATOR will make available, for use by others, such portions, common areas, and facilities of the premises that are not subject to this Agreement. The USER agrees to cooperate in good faith with the OPERATOR and those persons using other portions and areas of the Premises such as the balcony, etc.

13. Rules, Regulation, and Addendums

- (A) All of the terms and provisions contained in the General Rules and Regulations and the applicable addendums as specified below for OPERATOR are applicable to this Agreement and hereby made a part hereof as though printed in their entirety.
- (B) The Parties hereto agree that the terms and conditions of this Agreement set forth the entire Agreement of the Parties hereto and cannot be changed or modified except by an instrument signed by the Parties sought to be bound. This shall not limit OPERATOR or his designee from imposing any reasonable additional policies and/or rules and regulations which may be necessary in the best interests of OPERATOR for the operation of the Premises.
- (C) Adherence to the General Rules and Regulations is the responsibility of the person (signing/contracting individual) for use of the facility, and as such it is their sole responsibility to insure that their florist, etc. observe the rules and guidelines outlined here. Failure to do so will result in a forfeiture of deposit and additional charges that may apply. Any claim by the "Users" vendors or guest will be the responsibility of the "User" and any claims will be paid by the "Users" or their insurance.
- (D) USER must be of legal age.

14. Force Majoure

In the event that Operator's obligation to USER under this Agreement be substantially delayed, prevented, or rendered impractical by fire, flood, riot, earthquake, civil commotion, strike, lockout, labor disturbance, expositions, sabotage, accident or other casualty, act of God, or any law, ordinance, rule, or regulation which becomes effective after the date of this Agreement, or any other cause beyond Operator's reasonable control, then OPERATOR shall be released from performance under this Agreement. USER hereby waives any claim for damages or compensation for such delay or failure to perform, other than a return to it of any monies paid directly to the OPERATOR, but no other.

15. Entirety of the Agreement

It is understood and agreed that OPERATOR makes no representations of agreement, oral or otherwise, outside the terms of this permit.

16. Release

To the extent provided by law, USER in using the Premises and equipment herein, whether such equipment is specifically described or not, does so at its own risk. OPERATOR shall not be liable for any damages to property or damages arising from personal injuries sustained by USER or any of its agents, contractors, employees, patrons, performers, or guests, in or about the Premises, or any portion thereof or any portion of Martinez Event Center grounds, buildings, parking areas, and walkways. USER assumes full responsibility for any property damage or injury which may occur to USER, its agents, contractors, employees, patrons, performers, or guests in, on, or about the Premises. Further, USER does hereby fully and forever, on its own behalf as well as on behalf of its agents, release and discharge OPERATOR and Operator's officers, directors, employees, or agents from any and all claims, demands, damages, rights of action, or cause of actions, present or future, whether the same be known, anticipated or unanticipated, whether due to negligence or otherwise, resulting from or arising out of the use by USER of the Premises or any portion of Martinez Event Center grounds, buildings, parking areas, and walkways, and any equipment thereof or contained therein, whether specifically described in this Agreement or not. . Failure to do so will result in a forfeiture of deposit and additional charges that may apply. Any claim by the "Users" vendors or guest will be the responsibility of the "User" and any claims will be paid by the "Users" or their insurance. **Initial** _____

17. Payment to Contractors and Concessionaires

USER, as appropriate, hereby agrees to pay all charges for contractual labor, service connections, catering, and other accounts payable to independent contractors and concessionaires promptly upon presentation of invoice, unless other arrangements for payment are specifically authorized by the contractor or concessionaire.

18. Children

USER agrees not to allow children to be un-supervised or under-supervised on the premises. Balcony is not accessible to children without adult supervision provided by the "User".

19. Non-Smoking Facility

Smoking is not permitted inside Martinez Event Center building or balcony. Any person found smoking inside the Premises may be ejected from the Premises. The alarm systems in the Event Center building are extremely sensitive to smoke. User assumes all liability for any fire alarm response by emergency agencies and any consequences of an emergency response.

20. Decorations:

Decorations arrangements must be reviewed in advance with the Event Center coordinator. Tape, nails, brads cannot be used on the walls, ceiling, floors or furniture. No glitter or confetti is to be used. Tables may be covered by plastic or linen tablecloth to protect them (no paper cover). Candles are not allowed in plastic containers. Standing on tables and chairs is not permitted. All decorations must be removed at the conclusion of the event. Cost for cleaning of an unusual nature could be assessed to the renter or withheld from the security deposit.

21. Martinez Event Center is not responsible for any stolen or damaged articles, property of persons.

22. Any and All disputes between the User and Operator agree to mediation for settlement or arbitration to settle dispute.

I agree to all conditions and terms of this contract.

Customer Name: _____

Signature of Renter & personal guarantee: _____

Date: _____

(Name of Organization): _____