

TERMS AND CONDITIONS

Deposits are to be delivered to the Clubhouse Manager at the time this form is submitted for approval. Balance of fees shall be paid no later than 14 days before the event. It is understood and agreed upon that the deposit is intended to encourage the user to adhere to all rules regarding the use of the Clubhouse and to return the premises in proper condition. If written notice of cancellation is received **within 30 days** of requested usage, the deposit may be returned. Failure to satisfy any of the terms, conditions and rules shall result in non-return of booking/cleaning deposit(s). Renter/User agrees that:

1. User will return the premises to SHHA in as clean a condition as received from SHHA to include all items used within the inventory to include: tables, chairs, dishes, appliances and common area including playground and trash alley.
2. User will adhere to the Rules and Regulations of SHHA as regards to the use of the Clubhouse. A copy of said rules are attached hereto as **Exhibit A** and incorporated herein by reference;
3. User shall adhere to the Clean-up Checklist, which is attached hereto as **Exhibit B** and incorporated herein by reference;
4. User agrees that it will not sell alcoholic beverages on the premises without first obtaining a 24 hour liquor license. Liquor license will need to be attached to this contract if there is intent to sell.
5. To the greatest extent permitted by law, User agrees to defend, indemnify and hold harmless SHHA and its officers, directors, managers and members from any and all claims, liabilities, actions and liens of any kind or nature arising out of or as a result of the use of the Clubhouse under this Agreement.
6. User shall supply SHHA with a certificate of insurance evidencing liability insurance coverage for personal injury and property damage in an amount of not less than \$1,000,000.00. Said certificate shall indicate that SHHA is a named additional insured under User's insurance policy covering the property and event with language: "This policy is primary and non-contributory with any other insurance". Failure to provide such evidence of insurance no later than seven days prior to the rental/use date shall result in the cancellation of this Agreement and retention of the deposit. All insurance required under this Agreement shall be issued by insurance companies authorized to do business in the State of California and which are acceptable to SHHA.
7. User agrees to comply with all Federal, local and State laws, regulations and ordinances I the use of the Clubhouse.
8. User agrees to pay for the cost of additional clean-up and/or repairs resulting from the use of the Clubhouse. User acknowledges that it is responsible for the acts of all of its guests.

_____ **Initial**
Existing damage noted if any: _____

9. User takes possession of the premises and use thereof shall constitute and acknowledge that the premises are in good condition and that all appliances are in working order

Initial
Damage noted if any: _____

10. User shall designate those persons responsible for cleanup as a contact under this Agreement. If said persons are not available within a reasonable amount of time for remedy, User understands and agrees that SHHA will hire a third party will be hired to attend to those matters and will be billed and charged fairly and accordingly.

RULES AND REGULATIONS
Exhibit A

1. USER shall follow the schedule for closing times set forth below:

	Music	Bar	Clubhouse
Sunday – Thursday	11:00 PM	11:30 PM	Midnight
Friday	11:00 PM	11:30 PM	Midnight
Saturday	11:30 PM	11:30 PM	12:30 AM

2. Users and their guests will not deface or destroy the Clubhouse and or its fixtures and will not alter the Clubhouse or any of its fixtures.

3. User is required to remove any and all decorations as part of its cleanup. Decorations may **not be nailed** to any surface.

4. User shall reimburse the SHHA in full for any and all damages or loss incurred as a result of their use of the facilities or as a result of their negligence of persons whom they have allowed on the premises and same may also be deducted from the deposit.

5. This Agreement is not assignable.

USERS NAME: _____

SIGNATURE: _____

PHONE #: _____ **CELL #:** _____

EMAIL: _____

CLEANUP PERSON: _____

PHONE #: _____ **CELL #:** _____

EMAIL: _____

Please return this Agreement to:

Brooke Dhuey
538 Loleta Lane
Novato, CA 94947

CLEAN – UP CHECK LIST

Exhibit B

Return all folding chairs to racks and tables to designated stacking area.

Remove all decorations, fasteners, tape etc...

Wash and put away all kitchen equipment and counters

Clean and wipe down stainless steel sink and refrigerator of all matter

Check ovens and refrigerator for food items

Place a new garbage bag in all garbage cans prior to use.

All garbage should be disposed of into the dumpster and new linens put in Garbage can inside Clubhouse.

Knock down all cardboard and paper packaging to flat condition.

Do not dispose of flammable items in dumpster.

Stack ALL garbage cans upside down

Leave any rental equipment or other items that need to be picked up (no

food) outside back door.

Clean up playground and debris in planter boxes out front to include Cigarette butts, plates, cups, napkins etc.

Secure all windows and doors to locked position

Turn thermostats OFF

Turn OFF ALL LIGHTS except outside.

Ensure restrooms are clean.

Prepare and deliver to Manager a list of any equipment or damages in the

Facility which you have found to be not operating properly as well as any

Items damaged during your use.