LA JOLLA COVE BRIDGE CLUB, INC.

Federal ID #95-0915585
www.lajollacovebridgeclub.org
Sandra Seastedt, Rental Liaison
rentals@lajollacovebridgeclub.org
858-205-2445

RENTAL AGREEMENT

The undersigned ("Tenant") hereby agrees with La Jolla Cove Bridge Club, Inc. ("Bridge Club") as follows:

The Tenant hereby rents from the Bridge Club the use and occupancy of the building ("Premises") at 1160 Coast Boulevard, La Jolla, California 92037. The Premises shall be only available for use and occupancy during the time period(s) and at the rental rates set forth below.

The Tenant agrees to indemnify and hold the Bridge Club, its successors, assigns, agents, members, officers, directors, employees, contractors, and affiliates harmless from any and all liabilities, costs, claims, and expenses, including reasonable attorney's fees, incurred or to which the Bridge Club becomes subject in connection with, or as a result of, the Tenant's use and occupancy of the Premises, including but not limited to any act or omission associated with the use, service, or consumption of alcoholic beverages. The Tenant is solely responsible for all Vendors (including Vendors' employees) hired by the Tenant and for any damage caused by same. This indemnity shall survive termination or expiration of this agreement and shall apply regardless of whether the claim is based on negligence, strict liability, breach of warranty, or any other theory of liability.

The Club shall not be liable for any failure or delay in performance, or for any cancellation, postponement, or interruption of the event, caused by events beyond the Club's reasonable control ("Force Majeure Events"), including but not limited to acts of God, fire, flood, earthquake, storm, war, terrorism, civil unrest, strikes, pandemics, any action, directive, or decision by the City of San Diego or any governmental authority that prevents or limits the Club's ability to make the venue available (including termination or suspension of the Club's authorization to use the premises), or any other cause not reasonably within the Club's control. In the event of a Force Majeure Event, the Club will make reasonable efforts to reschedule the event at a mutually agreeable date and time, if possible. If rescheduling is not possible, the Club's sole obligation to the Tenant shall be a full refund of any deposits or payments made by the Tenant to the Club. The Club shall have no further liability for any losses, damages, lost profits, or consequential damages suffered by the Tenant as a result of a Force Majeure Event, and in no event shall the Club's total liability to the Tenant exceed the total amount of fees paid by the Tenant under this agreement.

RULES:

General:

1. A lockbox combination will be given to you on the day of your event; once opened, the Premises must not be left unattended at any time.
2. Hard liquor, wine, champagne, and beer are allowed. Containers of ice and beer kegs may be placed on the linoleum floors only; they may not be placed on the hardwood floors.
3. No smoking is allowed inside or outside of the building; smoking is not allowed anywhere in the park.
4. Candles are allowed only if they are fully enclosed in hurricane lamps, votive holders, or other protective glass/metal containers that prevent the flame from being exposed. Open-flame candles (tapers, pillars, floating candles, etc.) are not permitted.
5. The City of San Diego prohibits use of the driveway adjacent to the club by anyone other than authorized City vehicles. Tenants and their vendors must **NOT** use the driveway for loading or unloading. Vendors may use the 3-minute passenger zones on the street and the yellow commercial zone with orange cones around their vehicle(s) to actively unload and load.
6. Your function must end by 10:00 p.m.; the Premises must be vacated no later than 11 p.m. If not, overtime charges of $200/hr. may apply.
7. All personal items and rental items must be removed from the Premises on the rental night. **Tenants must remove their own trash** or, for an additional charge of $25 per large bag, may have it removed by our Cleaners — trash must be bagged for the Cleaners to take it. **Tenants must NOT use the park dumpsters to dispose of trash**; a fee will apply if trash is left in the park or in park dumpsters.
8. The Bridge Club cannot be responsible for items owned or rented by the Tenant or your guests.

Initial(s): _____

9. Prior to leaving the Premises, ensure that all windows are closed and secured, that the air conditioning or heat has been turned off, that the lights inside the building are turned off, and that all doors and exits have been closed and locked, and the key is place back in the lock-box.
10. You must show proof of special event insurance 30 days before the event.
11. The Tenant is responsible for ensuring that all vendors hired for the event (including but not limited to caterers, bartenders, photographers, DJs, florists, planners, AV/lighting providers, entertainment, equipment rental, decorators, performers, and any other service providers) carry appropriate insurance coverage. The Tenant must obtain and provide proof (Certificates of Insurance) to the Club at least 30 days prior to the event.
12. The Premises must be left in satisfactory condition prior to the cleaning crew's arrival at 10:00 p.m.; the cleaning crew will mop the floors, clean the bathrooms and kitchen, and move chairs back to the main room. If the Premises require more than "ordinary" cleaning, the Tenant will be charged for the same.
13. No tape, staples, or nails are allowed to affix decorations to any wall, inside or outside of the building.
14. Maximum occupancy of the Premises is 175 persons. The Tenant agrees not to exceed this limit.
15. Sign and email the Sea Lion Addendum at least 30 days prior to the event date.
16. No cooking is allowed inside the venue. The kitchen is available only for warming, plating, and refrigeration.

Outside:

17. No glassware is allowed on the lawn; drinks served on the lawn must be served in non-breakable drinkware. Alcoholic beverages are allowed on the lawn only between 12:00 noon and 8:00 p.m.; alcohol may be consumed inside the building or on the patio until 10:00 p.m.
18. Perimeter pathways cannot be blocked off in any way; a sign announcing your event may be placed near the outer perimeters, but must not block the pathways themselves.
19. Tents are not allowed on the Premises unless rain is predicted; a maximum of one canopy, no larger than 20' x 20', may be used in lieu of a tent on days it does not rain. A canopy is defined as having a roof and no more than one side; two or more sides make it a tent.

Dancing and Music:

20. Music and/or entertainment noise levels, including microphones, must not exceed 60 dB from 8:00 a.m. to 7:00 p.m. or 55 dB from 7:00 p.m. to 10:00 p.m., according to City codes.
21. Amplified music and dancing may be set up inside the building.
22. If amplified music is played in the main room to accompany dining or while guests are dancing, the doors to the patio must remain closed UNLESS speakers are facing in the direction of the ocean. The windows in the club may be kept open during the event.
23. Amplified music is prohibited outside the building except during the wedding ceremony; during the reception, a microphone cannot be used on the lawn or patio.

Cancellation Policy:

- Cancellation 90+ days before the event: Tenant forfeits 50% of the rental fee.
- Cancellation less than 90 days before the event: Tenant forfeits 100% of the rental fee. Cleaning fee ($250) and deposit ($1,000) remain refundable in all cases, unless applied to money owed.
- In the event of cancellation 90 days or more prior to the event date, the $1,000 damage deposit will be applied as an offset against the 50% rental fee forfeiture. Any remaining balance of the forfeiture will be due from the Tenant, and any excess deposit (after offset) will be refunded.

The parties agree to abide by any rules and/or regulations imposed by the City of San Diego.

I/we have read the above and accept the terms therein:

Date of event: _____ Type of event: _____

Tenant's name(s): _____

_____ _____

Signature of Tenant(s) Signature of Tenant(s)

_____
Signature of Agent for La Jolla Cove Bridge Club, Inc.

Date Signed: _____

Please email the signed copy to rentals@lajollabridgeclub.org