

## Soledad Club

5050 Soledad Road • San Diego, CA • 92109

[www.SoledadClub.com](http://www.SoledadClub.com)

Renee Hirsh • Special Event Director • (858) 405-9734

[hirsh.renee@gmail.com](mailto:hirsh.renee@gmail.com)

### RENTAL AGREEMENT

The undersigned ("Tenant") hereby agrees with Soledad Club ("Club") as follows:

The Tenant hereby rents from the Club the use and occupancy of the building ("Premises") at 5050 Soledad Road, San Diego, California 92109 for \_\_\_\_\_ [purpose of use] ("Event"), to be held on \_\_\_\_\_ [date]. The premises shall only be available for use and occupancy from 10:15 a.m. to 10 p.m. per contract.

Tenant shall obtain and maintain in full force and effect for the Event, at Tenant's cost and expense, with one or more insurance carriers licensed to do business in California that have a financial rating of at least A-VII as set forth in the most current issue of "Best's Insurance Guide," a general liability insurance policy, broad form property damage and personal injury, which names Tenant as an insured, and Club as an additional insured. Tenant shall provide Club with a certificate of the foregoing insurance policy. **If liquor is being served, a certification of liquor liability naming the Tenant as an insured, and the Club as an additional insured.**

Tenant agrees that Tenant and Tenant's vendors, guests and invitees shall comply with all applicable local, state and federal laws, ordinances, rules, and regulations as they pertain to the Event.

Any prevention, delay, or stoppage of the Event due to Force Majeure will excuse the performance by Club of this Rental Agreement. (Acts of God, strikes, and causes beyond the Club's control.)

If Tenant or Club brings any action for any relief against the other arising out of this Rental Agreement, the losing party will pay the successful party a reasonable sum for attorneys' fees.

This Rental Agreement is governed by the laws of the State of California.

This Rental Agreement and the Rules set forth below constitute the entire agreement between Club and Tenant, and supersede any prior or contemporaneous written or oral agreements, representations, or warranties between them, regarding the subject matter of this Rental Agreement. There are no representations, warranties, agreements, arrangements or understandings, oral or written, between Club and Tenant regarding the subject matter of this Rental Agreement that are not fully expressed in this Rental Agreement.

The Tenant agrees to indemnify and hold the Club, its successor, assigns, agents, members, officers, directors, shareholders, employees, contractors, and affiliates harmless from any and all liabilities, costs, claims, demands, suits, actions, proceedings, expenses, damages, losses, judgments, fines, fees, penalties, interest, obligations, and liabilities, including reasonable attorney's fees incurred, or to which the 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 and their employees hired by the Tenant, friends, family members and guests and for any damage caused by same.

### RULES

1. Hard liquor, wine, champagne and beer are allowed. NO BEVERAGES OR GLASS ALLOWED IN THE PARKING LOT. A licensed caterer or bartender must serve alcoholic beverages. Bar setups are only allowed on the outside patio at the far back side of the deck. All alcoholic beverages must be served from the bar. No ice chests or containers allowed on the interior floors. All beverage service, alcoholic or non-alcoholic, must end no later than 9:30 p.m. No shots of alcohol allowed. Bar service must submit a certificate of LIQUOR liability insurance naming Soledad Club as additional insured.
2. Entry is 10:15 am on the day of the event. Event time is from 10:15 a.m. to 10 p.m. All guests must leave the property by 10 p.m. Vendor cleanup is from 10 p.m. to 11 p.m. The last dance and bar closes no later than 9:30 p.m.

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3. A \$400 processing fee will be retained if the rental agreement is cancelled. There is no refund of the deposit fees if cancelled within ninety (90) days of the event.
4. All vendors, equipment, supplies, decorations, rentals, and personal items must be removed by 11:00 p.m.
5. All vendors must use the South (back) parking lot for loading and unloading. **Firmly enforced.**
6. Our non-commercial kitchen facilities are available. It must be left in the condition you found it.
7. Our facility is air-conditioned and it has ceiling fans.
8. All candle flames must be contained within a candle holder.
9. No smoking is allowed **anywhere on Soledad Club Property to include the building and all grounds.**
10. Music and/or entertainment noise levels, including microphones, must not exceed 60 dB from 8:00 a.m. to 7:00 p.m., and 55 dB from 7:00 p.m. to 9:30 p.m., according to City Codes. All music, from any source, must end no later than 9:30 p.m.
11. Music must be inside the building only. Exception for ceremonial music only.
12. A Soledad Club Event Assistant may be on the premises during various times of your event to ensure adherence to City and Club rules and to assist quests and vendors as needed. **For all events serving alcohol and/or having music, a security person will be on site during the hours that guests are present to ensure that guests are adhering to the nonsmoking club policy, no alcohol removed from the building or balcony and that proper behavior is maintained so as not to disturb Soledad Club neighbors.**
13. No nails are allowed on any surface, inside or outside the building. Decorations may be hung on the inside walls with masking or adhesive tape. All decorations, including the tape, must be removed on the day of your event.
14. The Club cannot be responsible for items owned or rented by the Tenant or their guests.
15. All event trash must be removed from the Premises.
16. A list of vendors, contact information, floor plan and timeline must be submitted to the Club two weeks prior to your event. Vendors must provide proof of Liability Insurance and Liquor Liability Insurance (if applicable) naming the Soledad Club as an additional insured.
17. Vendors are responsible for knowing and complying with all of the Soledad Club's rules and regulations.
18. Use of the following items are prohibited; confetti, rice, birdseed, bubbles, rose petals, glitter, table crystals and chewing gum. Ice sculptures are permitted by written permission only.
19. Couches and furniture may not be placed outside. Couches may be removed with special permission only.
20. No overnight parking. Street parking outside the gate is allowed 24 hours, 7 days a week, pending availability.
21. Wedding rehearsals must be scheduled through the Special Events Director 30 days prior to the event, pending availability.
22. Courtesy set-up may apply after 5pm the evening before your event, pending availability. It must be coordinated ahead of time with the Special Events Director.
23. If you are given access to the master key, and it is not returned immediately after the event, there will be a \$200 lost key charge.
24. Remote controls for the ceiling lights are located in the kitchen drawer to the right of the stove. Lost remote charge will be \$50 per remote. The remote control for the air conditioning units is in the same drawer. Lost remote charge for the air conditioning units will be \$200.00
25. Additional charges may apply for use of the lower level room.
26. The Renter shall leave the premises, equipment, furnishings and plumbing of the Club in the same condition and repair as received: in a clean, neat and orderly manner. The Renter is responsible for any damage or repairs needed after the event. The Soledad Club may make repairs necessary to the premises, equipment, plumbing or furnishings to restore them to their condition at the time of rental and charge for such repairs may be deducted from the Damage/Security Deposit.
27. Soledad Club banquet tables are available for use however they must have a table cover or linen. All tables must be cleaned before storing away. Rolling counters must be placed back in place if renter stores them during the event.
28. Soledad Club's 30 card tables and 100 card table chairs are available for use. Renter is responsible for set up and breakdown of Soledad Club furniture.
29. Renters may use their own vendors however; said vendors must have a valid business license.
30. **The use of Drones, for any purpose, is strictly forbidden at all events taking place at the Soledad Club. The Club is in a residential neighborhood and we must protect the privacy of our neighbors.**
31. At the end of the event, a walk-through will be done with a responsible party to ensure that there are no damages to the facility to include but not limited to broken glass or trash on the property.

### **FORFEITURE OF ALL OR PART OF THE SECURITY DEPOSIT WILL RESULT FROM NON-COMPLIANCE WITH ANY OF THE FOLLOWING:**

- All rules must be strictly adhered to.

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- The Premises must be left in satisfactory condition. If the Premises require more than "ordinary" cleaning (vacuum and/or mop floors, clean the bathrooms) the Tenant will be charged for additional cleaning services.

## TERMS

Rental fee	I	\$	
Rental fee Lower Level Room	\$200	\$	
Refundable damage/security deposit:		\$ 1,000	(check will be cashed)
Total:		\$	

\$ \_\_\_\_\_ (50% of the rental fees and signed contract is due to confirm and secure your event date.)

Damage/security deposit and remainder rental fee balance is due 60 days prior to your event. A late fee of \$100 will apply.

### **CONTRACTS - REMIT TO:**

**Mail all signed contracts with reservation deposits (checks made out to the Soledad Club) to: Renee Hirsh, 4157 Mars Way La Mesa, CA, 91941 DO NOT SEND BY CERTIFIED OR REGISTERED MAIL.**

### **ADDITIONAL PAYMENTS – REMIT TO:**

**All final payments due two months before event to Soledad Club.**

Tenant Name: \_\_\_\_\_ Event Date: \_\_\_\_\_  
Primary contact & secondary contact

Address: \_\_\_\_\_

E mail: \_\_\_\_\_ Home Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

**Address for damage / security deposit refund: (if other than address listed above)**

\_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Type of Event: \_\_\_\_\_ Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_

Tenant signature: \_\_\_\_\_ Date: \_\_\_\_\_

Rental Agent Signature: \_\_\_\_\_ Date: \_\_\_\_\_

If applicable, will your wedding ceremony be on the Soledad Club premises? \_\_\_\_\_