

## **MWPCA Clubhouse Rental Checklist To Secure Your Reservation**

**First, discuss with the rental coordinator by phone or email your event and the date. If there is anything unusual about your event, discuss that in advance with the rental coordinator so the total rental fees and security deposit can be determined.**

**Documents: **READ THOROUGHLY**, then fill out and sign the following:**

**Rental App/Agreement and Indemnification - on 2 pages  
Rules and Regulations -1 page**

**Mail or drop off all three pages to the rental coordinator along with a check for ½ the rental fee and the security deposit of \$300 plus any additional as noted in your rental agreement. When received and reviewed, you will be notified by email that your reservation is accepted and confirmed and a signed copy mailed to you.**

**Additionally, an **insurance certificate** (see #3 of rental agreement), easily obtainable from your homeowner's/renter's insurer, is required and **MUST** be in our possession before your event. Please don't procrastinate.**

**Included with the basic rent are use of the building - main and back room, kitchen, restrooms, outdoor patio, upper and lower parking areas, and the following items:**

75 brown folding chairs	10 rectangular tables
two old round drop-leaf tables	2 large barbecues (must be cleaned!)
some outdoor chairs	small hard wired CD stereo system
movable indoor serving bar	large screen tv with DVD/VCR player
one folding screen	large buckets for cold drinks
piano	cleaning tools/handcart
fine restaurant china, white with rims, for 75	good stainless flatware
--- dinner, salad, desert plates, cups, bowls	nice wine/water/beer glasses
ample china serving dishes/bowls	ample pots/pans/cooking utensils

**You may rent/bring the following routine items, which we **don't have**, WITHOUT special contract notation:**

outdoor heater units	white folding chairs
round tables, if preferred	champagne glasses
table linens	outdoor umbrellas/tables/chairs
INDOOR sound/media equipment	party decorations
chocolate fountain/fancy stuff like that	small children's play equipment
dishes/glasses of your choice	strings of lights, flags

**Large outdoor tents require additional fees. Unusual party items such as climbing walls and jumpers must be specially arranged and agreed to with the rental coordinator, and might require additional fees and security deposits.**

# Rental Agreement

Rental applications are subject to approval by the MWPCA Rental coordinator Date/s of Event: \_\_\_\_\_

Lessee: \_\_\_\_\_ Home Address: \_\_\_\_\_

Mailing Address : \_\_\_\_\_ Phone: \_\_\_\_\_ Cell \_\_\_\_\_

Email/s \_\_\_\_\_

Corporate representative: \_\_\_\_\_ Rep. Address: \_\_\_\_\_

Description of event: \_\_\_\_\_ Hours: \_\_\_\_\_ Number of attendees: \_\_\_\_\_

Note: Daytime rentals do NOT include the evening unless expressly stated.

Caterer: \_\_\_\_\_ Phone: \_\_\_\_\_ Other hired services and phone numbers (cleaning/rental equip) \_\_\_\_\_

1. Basic Rent (see schedule) : \$ \_\_\_\_\_
2. Optional: Lessee may use the premises starting at \_\_\_\_\_ o'clock on the day before lessee's event to set up for the sum of \$ \_\_\_\_\_ (payable in advance with the rent), and between 6:00 am and 10:00 am on the day following the party to clean up.
3. Lessee shall maintain public liability insurance in an amount not less than \$500,000 during the term of this Agreement. **Lessee shall provide to Lessor a certificate of insurance**, issued by a reputable insurance company, evidencing the same and naming lessor as an additional insured for the use of the premises and for the duration of the use. The certificate will provide that lessor shall be notified by the insurance company in the event the insurance is cancelled prior to the use of the premises. The name of lessee and the name of the insured on the certificate shall be identical. Lessee, or if lessee is a corporation, lessee's authorized representative shall be present at all times during the use of the premises by lessee.
4. The following unusual items will be brought to the premises \_\_\_\_\_  
\_\_\_\_\_ and the sum of \$ \_\_\_\_\_ is charged for the privilege, and additional refundable security deposit of \$ \_\_\_\_\_ to ensure prompt removal of said items.
5. Lessee shall pay to lessor a security and damage deposit of \$300. Should contractual failure or damage occur, lessor shall retain a portion/all of the security deposit. If the amount of the security deposit is inadequate to repair the damage, lessee shall pay to lessor, upon demand, an amount determined by the rental coordinator to repair/replace or otherwise correct issues caused by lessor.
6. If lessee cancels lessor may retain the following cancellation fees. If the cancellation occurs:
  - a. Two or more months in advance of the rental date, lessor will return all fees collected
  - b. Between one and 2 months before event lessor will retain ½ of lessee's security deposit
  - c. Less than one month before event, lessor will retain lessee's entire security deposit fee
  - d. Less than one week, lessor will retain lessee's entire security deposit and ½ of lessee's rental fees.

Lessor reserves the right to cancel the Agreement if a use is misrepresented and subsequently determined, in lessor's sole discretion, to be inappropriate or detrimental to the premises and/or surrounding neighborhood. In such an event lessor will retain lessee's security deposit. Lessor may revoke lessee's right to use the premises if the terms of the Agreement are not followed or if Lessee's use results in a disturbance of the peace or breach of the law. In such an event lessor will retain both lessee's rental fee and security deposit.

7. Lessee acknowledges that the premises are used as an emergency center. Should a disaster occur requiring the use of the premises, Lessor may immediately cancel this Agreement and refund lessee's fees and deposits.
8. In addition to the insurance certificate, the Rules and Regulations of Lessor document must be signed and returned. This Agreement and its attachments - insurance certificate, rules, and optional dish form - contain all agreements between the parties. Any subsequent changes to this Agreement must be in writing.
9. Lessee shall comply with all State, Federal and Local laws and ordinances applicable the use of the premises .
10. Lessee accepts the premises "as is", shall keep and maintain the premises in a clean and sanitary condition and shall surrender the premises to lessor in the same condition in which it was delivered to lessee, including replacement or repair of any missing or broken items.
11. The prevailing party in any action brought for the recovery of rent, or other moneys due or to become due hereunder, or by reason of a breach of any covenant herein contained, or for the recovery of the possession of the premises, or to compel the performance of anything agreed to be done herein, or the recovery for damages to said property, or to enjoin any act contrary to the provisions hereof, shall be awarded all of the costs in connection therewith, including, but not limited to, reasonable attorney's fees.
12. This Agreement may not be assigned to another person or entity by lessee.

### **Indemnification and Waiver**

Lessee, as a material part of the consideration to be rendered to the lessor under the Agreement:

Shall indemnify and hold harmless lessor from any loss by reason of injury to person or property, from whatever causes, all or in any way connected with the condition of or use of the premises as defined in the Agreement, or the improvements or personal property therein or thereon, including without limitation to his/her/its agents, officers, employees and invites, and from any and all liability, loss, cost or obligation on account of, or arising out of, any such injury or loss however occurring, including breach of the provisions of the Agreement and the negligence of the parties hereto;

Shall, in the event any action, suit or proceeding is brought against lessor by reason of any such occurrence, upon lessor's request, at lessee's expense, resist and defend such action, suit or proceeding, or cause the same to be resisted and defended by counsel designated by the insurer whose policy covers the occurrence or by counsel designated by lessee and approved by lessor; and

Hereby waives all claims against lessor for damages to goods, wares, merchandise and loss of business in, upon or about the premises and for injury to lessee, his/her/its agents, employees, invites or third persons in or about the premises from any cause arising at any time, including breach of the provisions of the Agreement and the negligence of the parties hereto.

The obligations of lessee under this Indemnification and Waiver by reason of any occurrence taking place during the term of the Agreement shall survive the termination of the Agreement.

**Total Rental Fees: \$ \_\_\_\_\_ Total security deposit \$300 or \$\_\_\_\_\_**

**One half total rental fees, plus total security deposit equals \$\_\_\_\_\_ . It is payable now, with these forms.**

**The balance is \_\_\_\_\_ . It is due 2 weeks prior to your event.**

Agreed:

By: \_\_\_\_\_ Date \_\_\_\_\_  
Lessee Print name

By: \_\_\_\_\_ Date \_\_\_\_\_  
MWPCA Rental Coordinator Print name

**Drop off or mail to: MWPCA, 40 Ridge Avenue, Mill Valley, CA 94941**

# Rules and Regulations

## Number of Persons

For party and wedding events, the **maximum is 75**.

## Restrictions

The clubhouse is NOT available for rental to groups/events advocating candidates for election, political parties, or religious groups for religious events. The clubhouse is NOT available for overnight sleep-over events.

## Decorations

It is FORBIDDEN to stand on a folding chair! There are ample ladders, large and small. Please use them. STAPLE GUNS are FORBIDDEN! We have spent hours removing staples, please use push pins or tape. There are some permanent nails/hooks in prominent places to hang lights and decorations. Please leave the curtains in place and don't tamper with them other than to open/close/tie back.

## Parking

There are two parking areas on the premises, accessed by the driveway. A parking attendant may be required, at lessor's discretion, if there are to be a large number of cars brought to the premises during lessee's use. No parking is permitted on Ridge Avenue. The large parking lot off Ridge belongs to the Tourist Club. Please post the provided sign at that lot asking your guests not to park there.

## Smoking

Smoking is not allowed anywhere on the property. The fire danger is just too great. Please respect this rule!

## Music and Noise

Music may be played inside the clubhouse only and may be played up until 10:00 p.m.. Music must not be audible outside the clubhouse at any time. Lessee acknowledges that the premises are located in a residential area and will not make excessive noise or otherwise disturb the neighborhood.

## Fire Safety

Lessee acknowledges that the premises are in an area in which dry, high fire danger conditions may exist. Lessee will not take any action or permit any activity which will cause an increase in fire danger. Barbeque grills must be attended at all times and may not be permitted on Red Flag Fire days. Absolutely NO fireworks of any kind!

## Plumbing

No grease, oils, food products or paint shall be put down the sinks. Nothing except toilet paper and human waste is to be flushed down the toilets. The premises have a septic system and lessee will not subject the system to excessive use.

## Furniture

Lessee may rearrange and move furniture provided the furniture is restored to the location shown on sheet posted in the building (**please don't DRAG**). Indoor furniture taken outside MUST BE BROUGHT BACK IN BEFORE YOU LEAVE FOR THE NIGHT!

## Dishes, pots pans, serving plates, large coffee pots and flatware

We carefully monitor kitchen items, be sure you or your caterer don't accidentally take them.

## Our telephone

We are charged by the minute for calls, please do not hook up a computer to the phone line.

## Clean up

The following clean-up must be completed after lessee's use:

Sweep and wet mop all floors with very hot water  
Clean and put away all kitchen items  
Return furniture to position on plan  
Wipe all countertops and stove in kitchen  
Turn off and clean coffee pots, if used  
Return most folding chairs and tables to back room  
Empty waste cans and pick up all trash

REMOVE ALL GARBAGE. WE DON'T HAVE PICK-UP  
Put outdoor furniture in back shed area or as found  
Turn off lights and heater - switch thermostat off  
Lock front and rear doors of building  
Close and secure all windows  
Remove all signs from neighborhood and roadways  
Close and lock gate to driveway

**FAILURE TO CLEAN PROPERLY WILL RESULT IN A DEDUCTION/RETENTION OF THE SECURITY DEPOSIT.**

Lessee : \_\_\_\_\_

Date: \_\_\_\_\_