This Rental Contract (the “Contract”) is entered into as of the last date of signature below, by and between, ZLAC Rowing Club, LTD (“ZLAC”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter “Renter”). The parties hereto agree to the following terms and conditions for the 6-hour rental of ZLAC premises for Renter’s event (the “Event”) on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Event Date”) starting at \_\_\_\_ (am/pm) and ending at \_\_\_\_\_ (am/pm) (“Rental Period”).

Event Deposit: $500 due upon signing

Rental Fee: $ 2,800.00 Due on or before: (*Two months prior to Event Date*)

Type of Event: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Member Sponsor \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Crew Number\_\_\_\_\_\_

I.FEES:

A. Event Deposit: The Event Deposit is separate from the Rental Fee. In addition to guaranteeing the Event Date and Rental Period, this Event Deposit reserves against damage, excessive clean-up or extra hours worked by staff beyond the contracted Rental Period. Any Event Deposit amount not used for these purposes will be refunded within 21 days following the event, provided the conditions of this Contract were met.

B. Rental Fee: The Rental Fee is due 60 days in advance of the Event Date.

C. Cancellation refund: **The Event Deposit** is refundable if the Event is cancelled at least **180 days** before the Event Date. **No refund** of the Event Deposit is made if the Event is cancelled less than **180 days** before the Event Date. The Rental Fee is non-refundable.

II. RENTER IS RESPONSIBLE AND LIABLE FOR THE FOLLOWING:

1. Providing a Certificate of Liability Insurance of not less than one million dollars per incident naming ZLAC Rowing Club, Ltd. as the additional insured including a host liquor liability provision.Proof of Insurance should be submitted with payment of the Rental Fee.
2. Furnishing security for personal property such as gifts, clothing, money and vehicles. ZLAC Rowing Club disclaims all responsibility for damage or loss to the personal property of the Renter or the Renter's guests.
3. Ensuring that guests conduct themselves in an orderly, law-abiding manner. Any disrespectful Renter, guest, vendor or employee, acting in a disorderly manner or in violation of any applicable local, city or county ordinances will be asked to leave the premises.
4. Ensuring that Minors are not left unsupervised. All youth events and activities must be supervised by adult chaperones.
5. Removing all property belonging to the Renter or vendors hired by the Renter from the premises immediately following the Event. There are no exceptions.
6. Ensuring that all subcontracted persons review and comply with the ZLAC Rowing Club, Ltd. Rules. ***Acceptance of this Contract implies acceptance of the terms and conditions for vendors set forth in “Information for the DJ” and, “Information for Caterers” provided with this Contract.*** These documents can also be found online at ZLAC.org.

Renter’s initials here \_\_\_\_\_ indicate that Renter have or will review “***Information for the DJ***” and, ***“Information for Caterers”*** prior to signing this contract and shall indemnify, defend and hold ZLAC harmless from any damages arising from Renter or Renter’s vendors failure to comply with such vendor terms and conditions.

III. ZLAC VENUE

1. The Rental Fee includes set-up of tables by ZLAC staff. Please submit the floor plan diagram in the rental packet at

least two weeks prior to the Event Date.

1. There are 24 parking spaces in the ZLAC parking lot. ZLAC is an active rowing club. Rowing events are scheduled throughout the calendar year and may not be known at the time rental contracts are signed. Renters will be notified if these activities will have an impact on the availability of spaces during the Event.
2. Renter agrees to cooperate with ZLAC representative and any relevant governmental authority to ensure compliance with all laws, codes, and rental conditions including health and safety codes, including, but not limited to the Consolidated Fire Code of the County of San Diego.
3. Decorations must not be fastened or taped to the walls, draperies, blinds, or furniture.
4. Nothing may be attached to light fixtures.

Renter’s Initials \_\_\_\_\_

1. No candles, sparklers, tiki torches or any type of open flame are allowed; battery operated candle-like decorations are permitted.
2. No exit doors may be blocked.
3. Ceremonies and alcohol consumptions cannot extend to the beach without a permit from the City of San Diego. Information regarding the Mission Bay Park guidelines and permit process may be provided upon request.
4. Hard liquor is prohibited. Only wine, beer and champagne are permitted. **Service of alcohol should cease 30 minutes before the end of the Event** and ***must*** ***be served by your caterer or a licensed bartender ~ No tip jars please*.** No minors shall be served alcohol or consume alcoholic beverages on the premises. Kegs are permitted on the Terrace or Patio but must be removed promptly at the end of the Event. **A $100 fee will be charged per keg left behind.**
5. Due to the residential nature of the area and in compliance with the San Diego Municipal Code ordinances 59.5.0501and 59.5.0502, **noise volume may not exceed 55 decibels after 7pm**. The ZLAC event supervisor is authorized to reduce the music volume at any time. **DJ music should cease 30 minutes before the stated end of the Event.**
6. The clubhouse must always be adequately lighted to prevent accidents.
7. Only the ZLAC event supervisor is authorized to use ZLAC equipment, including, but not limited to, the sound system, heat lamps and fireplaces.
8. The Renter or the Renter's caterers must provide their own ice, linens, serving containers, tableware, glassware, dishes, utensils, serving pieces, etc. No ZLAC dishes are to be used.
9. The food & beverage served at the Event must be provided by a professional, licensed and insured caterer selected from the ZLAC Approved Caterers List which will be provided to Renter upon request.
10. The clubhouse kitchen may only be used for warming, refrigerating, and serving food. **No food preparation is allowed.** No open flames are allowed. The dishwasher is not to be used.
11. No smoking is allowed in the ZLAC clubhouse or anywhere on the premises except for the designated smoking area near the front entrance, by the garage. Guests will find a cigarette disposal container at the designated smoking area.
12. No ZLAC furniture or property may be moved outside or placed on the beach. No ZLAC equipment, furniture, or property is to be taken off the premises.
13. No confetti, rice, birdseed, glitter, paper streamers or materials that require excessive clean up shall be used on the premises.
14. No bathing suits, wet or sandy feet are allowed in clubhouse.

IV. CLEAN UP

1. Clean up of the premises, equipment, and furnishings is the responsibility of the Renter or the vendor(s) hired by

the Renter and must adhere to the clean-up procedure posted in the kitchen.

1. The trash is to be bagged and put in the trash dumpster in the parking lot. Only clear bags may be used for recycled

items. One clear bag is provided for your use.

1. The kitchen must be left clean and in good order. The kitchen floor is to be swept and mopped. The counters and

sinks are to be thoroughly cleaned. Cabinets are to be wiped down.

1. The person responsible for cleanup must review the “Caterer's Checklist” with the Resident Manager or ZLAC event

supervisor before leaving.

V. RENTAL PERIOD

1. The Rental Fee includes 6 hours of exclusive use of the Clubhouse building, Terrace and Patio. Additional time

needed for set up before the start of your event must be scheduled in advance.

1. For evening rentals, the Event, must terminate by 10 p.m. to allow for cleanup. The premises, including parking lot,

must be vacated by 11 p.m.

1. The Renter’s guests must clear the premise by the time listed on the first page of this Contract. All vendors and any

rented equipment must be removed within an hour of that time. Failure to meet either deadline will trigger overtime.

The overtime hourly rate (1/6 of the rental fee) will start. and continue until the premises are vacated. There will be

no reduction in the overtime hourly fee if only a portion of the extra hourly time is used in vacating the premises.

Renter’s Initial \_\_\_\_\_

VI. OPTIONAL: STANDARD IMAGE RELEASE

Renters Initial \_\_\_\_\_\_\_\_ I hereby give my consent for ZLAC Rowing Club, Ltd. to use my guests’ and my likeness in its publications, advertisements, website, social media, video clips, and other marketing collateral materials. I release ZLAC Rowing Club, LTD from any expectation of confidentiality for any of my guests and myself.

VII. MISCELLANEOUS.

1. In the event any dispute arises in any way relating to or arising out of this contract, the prevailing party in any arbitration or court proceeding will be entitled to recover an award of its reasonable attorney’s fees and costs, plus pre and post judgment interest.
2. Neither party shall be responsible for failure to perform this contract if circumstances beyond their control make it illegal or impossible for ZLAC to hold the Event including but not limited to: acts of God, earthquakes, fires, or floods; declared war in the United States, civil or military disturbances, acts of terrorism, sabotage, strikes or riots; power failures; governmental authority; epidemic or pandemic.
3. NOTWITHSTANDING ANYTHING STATED HEREIN TO THE CONTRARY, IN NO EVENT WHATSOEVER WILL ZLAC OR ANY OF ITS MEMBERS OR AGENTS BE LIABLE TO RENTER OR ANY THIRD PARTY (WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHER THEORY) FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF ZLAC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL ZLAC’S AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT OF FEES PAID BY RENTER TO ZLAC PURSUANT TO THIS AGREEMENT.
4. Any amendments or changes to the arrangements described in this contract must be made in writing and signed by

both parties.

E. This Contract may be executed in any number of counterparts (and may be executed by way of email or electronic signature, and if so, shall be considered an original), all of which shall constitute one and the same instrument, and each party hereto may execute this Contract by signing one or more counterpart, which shall not affect the construction of this Contract.

**RENTER**

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Print Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date\_\_\_\_\_\_\_\_\_\_ Day Phone\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ZLAC ROWING CLUB, LTD.**

President \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Print Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date\_\_\_\_\_\_\_\_\_\_

**ARRANGED BY AND ZLAC CONTACT INFORMATION FOR THIS EVENT:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email: rentals@zlac.org Phone: 858-274-0661