

FOREST HILL ASSOCIATION

381 Magellan Ave.
San Francisco, Ca 94116
(415) 664-0542
office@foresthill-sf.org

Forest Hill Clubhouse Rental Agreement

Event date: _____
Renter Name: _____
Address: _____
Phone: _____
Email: _____
FHA member: **Yes**

This Agreement, made on _____, constitutes the conditions under which _____, (Renter), agrees to rent the Clubhouse and its immediate surrounding property at 381 Magellan Avenue, San Francisco, CA (the "Clubhouse"), from Forest Hill Association (FHA) for an event to be held on (date _____ for an eight-hour period between the hours of _____(start time) and _____(end time). The full rental fee is \$1,250 (one thousand two hundred fifty dollars) and the security damage deposit is \$500 (five hundred dollars). Half of the rental fee (50%) together with all of the security damage deposit is payable in advance in order to secure the event date and time as described below.

The event must be concluded and guests must have departed by 11 p.m. on a Friday, Saturday, or Sunday and by 10 p.m. on all other days. Event management services are provided and included in the rental fee. Renter’s guest party shall not exceed the SF Fire Marshall’s stated maximum capacity of 85 guests (for a seated dinner) or 130 guests (for a cocktail reception), respectively.

Schedules A, B C and D are incorporated into this Agreement by reference herein. The following terms and conditions apply:

Renter shall pay a Rental Deposit of 50% of the total rental fee plus the security deposit before securing the reservation. The entire remaining balance (remaining 50% of the Rental Fee) must be paid to FHA no later than 30 days prior to the rental date (event date).

If Renter sponsors an event for a Third Party, Renter is required to sign all payment checks, be present at the event at all times, and take responsibility for the event. If Renter fails to be present at the event, the full, undiscounted rental rate will be charged.

Renter is required to purchase an Event Liability Insurance Policy, as described under "Rental Rules." Proof of insurance (a Certificate of Insurance) must be submitted together with the 50% remaining balance payment of the rental fee no later than 30 days prior to the rental date (event date).

Renter hereby agrees to indemnify, hold harmless, and defend FHA from any liability for injury to or death of any person, including any agent, employee or guest of Renter, or damage to any property connected in any way with the use of the premises by Renter, including any neighboring properties. Such indemnification extends to injury to or death of any person or property damage caused by consumption of alcoholic beverages or controlled substances by Renter or Renter's agents, employees or guests during the entire rental period.

The attached FHA Rental Rules (Schedule A), the Caterer Instructions (Schedule B), the Renter Questionnaire (Schedule C) and the Musical Performer Instructions (Schedule D) are part of this Rental Agreement. Renter must sign the Agreement and initial both Schedules A and B before returning the signed Rental Agreement to FHA with 50% of the rental fee and the full security deposit. Schedule C, Renter's Questionnaire, and Schedule D, should be completed and returned with the Agreement no later than 30 days before the event.

FHA will provide for professional cleaning of the Clubhouse before and after the Rental Period - this is included in the Rental Fee. Renter agrees to leave the patio and exterior surrounding areas adjacent to the Clubhouse free of debris and in the same condition as found at the beginning of the rental period.

Renter agrees that, in the event the Renter or any of his/her employees or guests violate any of the FHA Rental Rules (Schedule A), FHA may withhold, at its discretion, part or all of the Renter's Security Deposit subject to the reasons specified in Ca Civil Code 1950.7. Neither repayment nor retention of the Security Deposit, in whole or part, shall be deemed a settlement or waiver of any claim the FHA may have against Renter.

In the event that FHA deducts any amount from Renter's Security Deposit, FHA agrees to provide a detailed written explanation and accounting of the itemized charges. This Rental Agreement contains numerous protective provisions which must be strictly complied with; there are no exceptions. Should it become necessary for FHA to employ legal counsel to enforce any of the provisions contained herein, Renter agrees to pay all attorney's fees and costs reasonably incurred to FHA.

Forest Hill Association:
381 Magellan Ave, SF CA 94116
office@foresthill-sf.org
Phone 415 664-0542

Renter:

(Print Name) (Date)

(Signature)

(Address)

(Home Phone) (Cell)

(Email)

Schedule A

FHA Rental Rules

Payment:

Payment of the Rental Deposit (50% of the total rental fee) is due at the same time Renter returns the signed Rental Agreement and attached Schedules A, B, and C. Submission of payment and all documentation listed above shall secure Renter's reservation for the event date. If reservation is made 30 days or less ahead of rental date, full payment is due with the reservation and submission of the signed Agreement. Payments shall be made by check payable to *Forest Hill Association* and mailed to:

Forest Hill Association
381 Magellan Avenue
San Francisco, CA 94116

Renter (unless a Forest Hill Association member in good standing) may not assign this Agreement or sublet the premises.

Charges for Returned Check for Non-Sufficient Funds (NSF): In the event Renter's deposit is returned by the bank for non-sufficient funds (NSF), the FHA Rental Manager will notify Renter using the contact information provided in the Rental Agreement (both phone and email messages will be utilized). Renter will be given no more than a 3 day grace period to deliver a cashier's check covering the amount of the delinquent payment plus a \$ 25.00 NSF fee in order to retain the reservation. Renters who have received a NSF notification from FHA are required to make all subsequent payments via cashier's check. If Renter has received NSF notification from FHA and fails to make payment in the required time frame as described above, FHA reserves the right to cancel Renter's event and rent the facility to another party.

Cancellation:

If renter cancels the reservation, for any reason after the agreement has been signed, the \$500 security deposit will be forfeited. Otherwise, the security damage deposit will be returned to Renter within 7 business days after the event, less any deductions for damages.

- If Renter cancels reservation more than 3 (three) months before the rental date, ALL payments made by Renter minus the \$500 security deposit shall be refunded in full.
- If Renter cancels in fewer than 60 days before the rental date, the rental deposit shall be forfeited.
- If Renter cancels in fewer than 60 days before the rental date, the total rental fee shall be forfeited.

Insurance:

Renter's Event Liability Insurance must, at Renter's sole expense, provide general liability, including liquor liability insurance, protecting FHA and its agents against all bodily injury, property damage, personal injury and other loss claims arising out of Renter's use and occupancy of the premises. The insurance required hereunder shall have a single limit liability and general aggregate liability of no less than \$1 million.

Event Management

An Event Manager, employed and paid for by the FHA, will be present on the premises throughout the event to support Renter with the usage of the Clubhouse facilities and to enforce Clubhouse rules. Renter is expected to follow Event Manager's directions and requests. FHA reserves the right to ask any disrespectful or disorderly Renter or guest to leave the premises. Event Manager is not responsible for assisting Renter or catering staff with event set-up, break-down or clean-up, nor is he/she permitted to accept or release rental delivery items for Renter. At the conclusion of the event, Event Manager will sign off on the satisfactory condition of the premises and surrounding patio and will record any deficiencies.

Cleaning:

Renter shall remove any debris from the floor and furniture and remove any decorations that they provided. Renter is permitted to fill the garbage carts outside the Clubhouse to capacity but must remove any excess garbage from the premises before leaving. Schedule B (The FHA Catering Instructions) provides specific details to guide the Renter and Caterer regarding cleaning and debris removal. The FHA will deduct from the Security Deposit all fees incurred for more than average cleaning needs, repair of damage and/or removal of debris (including exterior grounds) after the rental period. To the extent the Security Deposit is insufficient to cover such costs, Renter shall be liable to the FHA for such additional expense.

Renter's Clean-up responsibilities include the following:

- 1.) Kitchen counters and floors are free of food waste and event clutter.
- 2.) No items that were brought in for the event are left behind.
- 3.) Refrigerator is empty.
- 4.) Appliances have been wiped clean.
- 5.) Garbage has been bagged and placed in garbage carts provided outside; surplus garbage has been removed from premises.
- 6.) Bottles, cans, event-related items and all décor have been removed from the Clubhouse.
- 7.) Bottles, cans, cigarette butts and all décor have been removed from the premises outside; cleaning services provided by FHA in this Rental Agreement apply to the Clubhouse only, not to the outside areas. Clean-up of the exteriors is the sole responsibility of the Renter.

Clean-up Penalty Charge:

If an unusually large amount of cleaning work is required to restore the premises to their good condition for the next Renter, a penalty charge in the amount of \$ 250.00 will be deducted from the Security Deposit.

Renter is required to designate a person or company (e.g. Caterer) to organize, perform and supervise the breakdown and clean-up after the conclusion of the event. This person or company needs to remain on the premises until final walkthrough with the Event Manager. Failure to complete the clean-up within the contracted rental period shall be considered

infringement of the rental rules and may result in FHA withholding part or all of the Security Deposit.

All items that Renter brought in for the event must be removed from the premises before the end of the rental period; nothing can be stored on the premises beyond the contracted rental period.

Parking, Loading, Delivery:

FHA does not offer on-site parking, and street parking is limited. Renter's guests, employees, vendors and helpers shall not block neighbors' driveways or parking spaces. For events with more than 40 (forty) guests, a shuttle service is strongly recommended. Shuttle service companies are listed on FHA's suggested Vendor List which is available upon request.

Delivery trucks and other vehicles used by vendors may park in front of the Clubhouse for loading and unloading purposes only.

Noise Levels:

Any music or noise needs to be contained within the Clubhouse premises at all times. Renter shall not knowingly disturb any neighbors of the Clubhouse and shall not knowingly create any nuisance. All music shall conclude by 11p.m. on Friday, Saturday, and Sunday; and by 10 p.m. on all other days. All musical groups, soloists and DJs shall be selected from the pre-approved FHA list. Should Renter choose a group, soloist, or DJ not on the approved list, the performer must be approved by FHA no later than one month prior to the event. All musical performances conducted in the outdoor areas of the Clubhouse premises need to be approved no later than one month before the event.

The use of subwoofers is strictly prohibited. If amplification is used, speaker cabinets must be oriented away from the West side of the Clubhouse and directed towards the North-East. Sound must not exceed 85dbA, measured inside from across the room beside the East double doors, facing the speakers.

DJs and musical performers need to agree to these rules in writing (see performer acknowledgment, Schedule D). Failure to follow the rules as set forth above will result in a ban from performing at the Forest Hill Clubhouse.

Renter acknowledges that FHA will strictly enforce these rules on site. FHA and its agents reserve the right to turn the music off in case of noncompliance with the rules and regulations set forth in Schedule A. Failure to comply with the terms of this agreement may result in forfeiture of the entire Security Deposit. FHA reserves the right to seek additional damages.

Alcoholic beverages, controlled substances:

Renter is free to serve alcoholic beverages to guests but under no circumstances is Renter permitted to sell alcoholic beverages on the premises during an event. Renter will observe all applicable laws, ordinances, rules and regulations, including those related to the sale and use of alcoholic beverages. No drug use whatsoever will be tolerated during the event.

Safety Requirements and Miscellaneous Provisions:

All event activity must conclude and guests must have left the premises no later than 11 p.m. on Fri/Sat/Sun and no later than 10 p.m. on all other days. The final hour of the rental period is considered a mandatory clean-up and break-down time. Pick-up of equipment should be completed before the end of the rental period. Renter needs to advise Rental Company staff of noise level restrictions and be respectful of neighbors during late-night pick-ups.

Children must be supervised at all times, inside the Clubhouse and in the outside areas. Children are not allowed on the mezzanine without adult supervision and are specifically not allowed close to the railings. Tree climbing is prohibited.

Smoking is not permitted in the Clubhouse. Should Renter allow his/her guests to smoke outside the Clubhouse during his/her event, adequate receptacles must be provided, and all cigarette remnants must be removed from the outside areas at the conclusion of the event.

No open flame is allowed in the Clubhouse. Use of kitchen gas range is permitted by insured catering staff only using the Type I hood provided with flame suppression. Renter may use artificial, battery-operated candles as desired. It is not permitted to use nails, screws, tacks, or other penetrating items, or tape on Clubhouse walls, floor and ceiling; décor installation needs to be preapproved with Clubhouse Manager upon reservation.

The two rectangular wooden tables and one round wooden table in the Clubhouse are included for use in this Rental Agreement. These are antique pieces, original to the building, and need to be used with care. Their surfaces need to be protected from spills, stains and heat by using appropriate pads and coverings. These tables must remain on the ground floor of the Clubhouse.

The use of the piano is also included in this Rental Agreement. The piano must remain on the ground floor of the Clubhouse. At Renter's request, piano tuning immediately prior to Renter's event can be arranged by Clubhouse Manager at Renter's expense.

The use of folding chairs and tables provided within the Clubhouse (see Inventory List) is included in this Rental Agreement. It is Renter's responsibility to have these furniture pieces set up to his/her specifications and to have them returned to their storage space at the end of the event. Alternatively, Renter may bring in rental furniture of his/her choosing; delivery acceptance, set-up, break-down and pick-up of this equipment is the Renter's sole responsibility. The FHA Event Manager will not be responsible for cleanup or breakdown tasks.

Natural flower petals are not allowed on the hardwood floor inside the Clubhouse. They are allowed in the outside areas but must be removed by Renter at the end of the event. Any other material to be scattered or thrown during the event needs to be pre-approved by Clubhouse Manager upon reservation.

Pets are only allowed in the outside areas of the Clubhouse and need to be pre-approved by the Clubhouse Manager. In general, no more than 2 well-behaved dogs are allowed per event. Dogs need to be leashed and under the supervision and care of a designated adult dog

handler at all times. Unruly or barking dogs must be removed from the premises immediately.

It is not permitted to break bottles. Empty bottles should be returned to their original boxes/cartons for recycling and removed from the premises.

FHA is not responsible for delivered and picked-up items.

I have read the rules and agree to honor them. I acknowledge that I am solely responsible for all my guests, vendors, employees or helpers abiding by these rules, and I understand that infringement or violation of these rules by myself, my guests, vendors, employees or helpers may result in the FHA withholding part or all of the Security Deposit.

Renter's Signature

Date

Please make your check payable to *Forest Hill Association* and mail it, together with this signed Rental Agreement, Schedule A, Schedule B, Schedule C and Schedule D, to: **Forest Hill Association, 381 Magellan Avenue, San Francisco, CA 94116.**

Schedule B

FHA Caterer Instructions

Caterer will provide the following documents 8 (eight) weeks prior to the event:

Current Certificate of Comprehensive Liability Insurance and Workers' Compensation Insurance listing FHA as an additional insured in the amount of \$2 million; Certificate of Liquor Liability Insurance (if serving alcohol)

Health Permit

Business License

Alcoholic Beverage Permit, if required

Signed copy of Schedule B

FHA Event Staff:

FHA provides an Event Manager who will be present at all times throughout the event and will perform a final walk-through with Caterer before Caterer leaves the premises after event. It is not Event Manager's role to assist Caterer with set-up, break-down, clean-up or any other tasks.

The Clubhouse kitchen may only be used to warm up prepared food, keep it warm, or keep it refrigerated, and to plate it in the kitchen. Cooking food in the Clubhouse kitchen is prohibited.

Parking and Clean-up requirements, noise rules: see Schedule A

I have read the instructions and agree to honor them. I understand that if these rules are not honored, part or all of the Security Deposit for this rental may be withheld.

(Renter Signature)

(Date)

(Caterer Signature)

(Date)

Schedule C
FHA Renter Questionnaire

Name: _____

Address: _____

Phone : (home)_____ (cell) _____

Email: _____ @ _____

Date of event: _____ **Type** of event: _____

Start time/end time: _____ Number of guests: _____

Caterer: Will alcohol be served – yes/no?

Name: _____ Contact Name: _____

Address: _____

Phone: _____ email _____ @ _____

Music performers/DJ:

Name: _____

Address: _____

Phone: _____

Email: _____ @ _____

Type of music to be played: _____

Insurance carrier: Name: _____

Contact person: _____

Phone: _____ email: _____ @ _____

Party Rental Company: Name: _____

Contact person: _____

Phone and after-hours contact: _____

email: _____ @ _____

Renter's liaison for FHA Event Manager during event:

Name: _____

Schedule D

Musical Performer Acknowledgement

Subwoofer sound amplification is strictly prohibited at all events.

Speakers must face the Northeast wall (toward the courtyard). Sound level readings taken during the event must not exceed 85 dBA, measured by the FHA supplied sound level meter (SLM) with readings taken at the East double doors facing the speakers on the West side of the Assembly Room.

Microphone levels should be set so that, when someone is speaking loudly into them, their peak sound level readings do not exceed the music's peak level which is 85 dBA. There should be no spikes over the 85 dBA level, even if they are brief.

Failure to follow the noise level limit rules as set forth above will result in a ban from performing in the future at the Forest Hill Clubhouse.

I have read the instructions and agree to honor them.

Name: _____

Name of Musical Group: _____

Type of Musical Performance: _____

Signature: _____

Clubhouse Furniture Inventory List

(updated 3/6/15)

1 baby-grand piano

1 rectangular wooden table (12 ft. by 2.5 ft.) on casters

1 rectangular wooden table (9 ft. by 2.5 ft.) on casters

1 round wooden table (38 inch diameter)

2 antique wooden chairs

11 collapsible round tables (60 inch diameter, seats 8)

8 collapsible standard banquet tables (8 ft. by 2.5 ft., seats 10)

1 collapsible standard banquet table (6 ft. by 2.5 ft., seats 6)

100 folding chairs with padded seats

8 padded moving blankets (for use with table cloths over 9 ft. and 12 ft. antique tables above)

6 square folding card tables (34" x 34")

4 silver high top cocktail tables (2'-0" diameter, adjustable height)

8'-0" x 8'-0" Large Project Screen

1 hand held cart

Please note: FHA does not provide linens, china, glassware, flatware or serving dishes of any kind. These items need to be procured by Renter.

Wireless Access at the Clubhouse: **HOME-4A82**

Password is: **8E664C78947AAF8F**