

FOREST HILL ASSOCIATION

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

Forest Hill Clubhouse Rental Agreement

Event Date:

Renter:

Address:

Ph.:

Email:

This Agreement, made on _____, constitutes the conditions under, _____ (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 \$1250 (one thousand two hundred fifty dollars) and the Performance Deposit is \$750 (seven hundred fifty dollars) including a noise penalty deposit. Half of the rental fee (50%) together with all of the Performance 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 10:00 p.m. on a Friday and Saturday, or 9:00 p.m. Sunday through Thursday. 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 110 guests (for a cocktail reception), respectively. Neither outdoor tents, nor outdoor seating for meals is allowed.

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 Performance 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).

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 and Schedules A and B to FHA with 50% of the rental fee and the full Performance Deposit. Schedule C, Renter’s Questionnaire, and Schedule D, should be completed and returned to the FHA 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, if the Renter or any of his/her employees or guests violate any of the FHA Rental Rules (Schedule A), FHA will withhold, part or all of the Renter’s Performance Deposit subject to the reasons specified in Ca Civil Code 1950.7. Neither repayment nor retention of the Performance 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 Performance 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 and B. 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 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 \$750 Performance 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 \$750 Performance 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 30 days before the rental date, the total rental fee shall be forfeited in addition to the Performance Deposit.

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, to enforce Clubhouse rules and our Good Neighbor Policy regarding excessive noise and disturbances before, during and at the conclusion of the event. Renter shall follow Event Manager's directions and requests. The Event manager is authorized and empowered by the FHA 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. He/she is not authorized to accept or release rental delivery items for Renter. At the conclusion of the event, the Event Manager will sign a report on the condition of the premises and surrounding patio and will record any deficiencies including any violation of the Rental Agreement, especially compliance with the Good Neighbor Policy noise control guidelines.

Security Guard

A Security Guard, hired by the FHA, will be present on the premises no more than 3 hours after set up through the end of the event (for no more than 6 hours). Security Guard is hired to enforce The Good Neighbor Policy and insure that the event is under control during and after the event as guests leave the premises in a quiet and orderly fashion. Security Guard shall take all reasonable measures to insure the sidewalks adjacent to the premises are not blocked or unnecessarily affected by patrons or employees due to the operations of the premises and shall provide security whenever patrons gather outdoors. Security Guard will place the "Please Leave Quietly" banner in a visible spot outside the door no later than one hour before the time the guests are to be offsite and will ask guests to leave the establishment and neighborhood in a quiet, peaceful, and orderly fashion, not litter or block driveways in the neighborhood, and to respect the quiet tranquility of the neighborhood as they walk to their parked vehicle or otherwise leave the area. Security Guard will walk a 100-foot radius from the premises after all guest have left with a flash light and shall report any discarded beverage containers, cigarette butts, and other trash left by area nighttime entertainment patrons to the Event Manager. Renter and guests shall follow Security Guard's directions and requests. The Security Guard is authorized by the FHA to ask any disrespectful or disorderly guest to leave the premises. Security Guard 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.

Cleaning:

Renter shall remove any debris from the floor and furniture and remove any decorations that they provided. Renter must remove all 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 Performance 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 and any violation of the Noise limits. To the extent the Performance 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, recycling and compost have been properly segregated into their respective Recology containers provided. If these are full, all excess waste, compost and recycled trash must be bagged and removed from the 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.

Because of the close proximity of the neighbors to the back of the clubhouse, no bussing, cleaning or other catering activity is allowed outside the kitchen door behind the Clubhouse. Bussing is allowed on the East side of the Clubhouse (to the right of the Clubhouse office door) but not on the South side behind the building. At no time will bussing or staging of rentals occur behind the clubhouse. If clarification is needed contact the Event Manager. During clean up after the event, trash, Recycle and compost containers should be rolled to the East side of the Clubhouse. When cleanup has been completed, bins can then be rolled quietly back to the rear of the Clubhouse.

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 Performance Deposit.

Renter is required to designate a person to organize, perform and supervise the breakdown and clean-up after the conclusion of the event. This person 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 Performance 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. FHA does not allow motorized cable cars or party buses on site to drop off or pick up.

Delivery trucks and other vehicles used by vendors may parallel park in front of the Clubhouse for brief loading and unloading purposes only. This activity must be scheduled and coordinated with the Clubhouse Manager a minimum of 3 days before the event.

Delivery and event staff must be informed of the Clubhouse sound control limits and the San Francisco Noise Ordinance as described on page 6 of this Agreement. No loud voices or music of any kind should occur during set up and tear down. All doors to the Clubhouse must be closed once deliveries are made and remain closed during the event.

Noise Levels:

All amplified music must use the supplied sound control and monitoring system and noise must 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 musical entertainment shall conclude by 9:30 p.m. on Friday and Saturday, and by 8:45 p.m. Sunday through Thursday. 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 are discouraged in the outdoor areas of the Clubhouse premises need to be approved by the Clubhouse Manager no later than one month before the event. All outside amplified sound is prohibited including the use of microphones for outdoor ceremonies.

ALL amplified music must use FHA's installed Sound Control System which will be controlled by FHA. The sound system has a limit to control the sound level to approximately 75 dB as measured and recorded on the digital display above the double doors on the East side of the assembly room. Failure to keep the sound level at this level or lower will result in forfeiture of the Performance Deposit and, if it continues after a warning to lower the sound level, may result in termination of the event.

DJs and musical performers must agree to the requirements of the San Francisco Noise Ordinance (see performer acknowledgment, Schedule D).

Renter acknowledges that FHA will strictly enforce these rules on site. The Event Manager is authorized and empowered by the FHA 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 during the event, including set up, take down and departure, may result in forfeiture of the entire Performance Deposit and a ban of future performance at the Forest Hill Clubhouse. Additionally, the 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 10 p.m. on Fri/Sat and no later than 9 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. Rental Company staff must comply with noise level restrictions and be respectful of neighbors during late-night pick-ups.

Rules of Conduct will be posted and all patrons and guests of Renter will be required to follow these house rules. If patrons and guests do not respect the rules, they will be asked to leave.

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 guests to smoke outside the Clubhouse during the event, adequate receptacles must be provided only in the upper patio. 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 provided. 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. At the conclusion of the event, the piano heater must be plugged into the nearest wall outlet.

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 and must be completed during the rental period. 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, with the exception of Service Animals, are not allowed in the Clubhouse.

It is not permitted to break bottles. Empty bottles must be placed in the Blue recycle containers or returned to their original boxes/cartons and removed from the premises.

Photo booths are only allowed inside the Clubhouse on the mezzanine level.

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

Drapes and windows must be closed and remain closed at all times during an event.

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 Performance 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

Bussing is allowed to occur only on the East side of the Clubhouse (to the right of the Clubhouse office door) but not on the South side behind the building. At no time will bussing or staging of rentals occur behind the clubhouse. If clarification is needed, contact the Event Manager.

All Garbage, recycling and compost, shall be placed in the appropriate containers or removed off the premises if these containers are full.

At all times during the event, the back kitchen door and windows will remain closed. No staff are permitted behind the Clubhouse for any reason.

I have read the instructions and agree to honor them. I understand that if these rules are not honored, part or all of the Performance 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

Sound Control/Musical Performer Acknowledgement

Because the Forest Hill Clubhouse is located in a quiet residential community, it is imperative that we be mindful of our neighbors and respect their privacy. We promote a "Good Neighbor" policy and try to control excessive noise emanating from the Clubhouse and the premises during and at the conclusion of every event. Therefore, the following guidelines must be acknowledged. We trust that you and others in your party will keep them in mind at all times during your event. Failure to do so may result in a financial penalty, termination of the event, possible police action and disallowance of future use of the Clubhouse

FHA has procured and installed a sound system for the assembly room that must be used for all amplified music and microphones so that the sound level output to the speakers meets our sound level maximum dB limits. All events that will be using amplified music and microphone must use this system and may not bring their own under speakers under any circumstances. All outside amplified sound is prohibited.

Subwoofer sound amplification, drums, or other high sound level percussive instruments is strictly prohibited at all events. . Sound level readings recorded during the event on the iPad above the East side double doors must not exceed 75 dB.

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 75 dB. There should be no spikes over the 75 dB level, even if they are brief.

Failure to follow the noise level limit rules as set forth above may result in a financial penalty of up to the full amount of the Performance Deposit, premature termination of the event and 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 of renter(s) holding event: _____

Signature of musical performer(s): _____

Clubhouse Furniture Inventory List

(Updated 5/15/15)

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)

9 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 Projection Screen

2 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: **FHA_WiFi**

Password is: **Password**

Good Neighbor Policies for Nighttime Entertainment Activities.

Where nighttime entertainment activities, as defined by this permit are conducted, there shall be procedures in place that are reasonably calculated to insure that the quiet, safety and cleanliness of the premises and vicinity are maintained. Such conditions shall include, but not limited to, the following:

1. Notices shall be well-lit and prominently displayed at all entrances to and exits from the establishment urging patrons to leave the establishment and neighborhood in a quiet, peaceful and orderly fashion and to please not litter or block driveways in the neighborhood.
2. Employees of the establishment shall be posted at all entrances and exits to the establishment during the period from 9:00 pm to such time past closing that all patrons have left the premises. These employees shall insure that patrons exiting the premises are urged to respect the quiet and cleanliness of the neighborhood as they walk to their parked vehicle or otherwise leave the area.
3. Employees of the establishment shall walk a 100-foot radius from the premises sometime between 30 minutes after closing time and 8:00 am the following morning, and shall pick up and dispose of any discarded beverage containers and other trash left by area nighttime entertainment patrons.
4. Sufficient toilet facilities shall be made accessible to patrons within the premises.
5. The establishment shall provide outside lighting in a manner that would illuminate outside street and sidewalk areas and adjacent parking, as appropriate.
6. The establishment shall provide adequate parking for patrons that would encourage use of parking by establishment patrons. Adequate signage shall be well-lit and prominently displayed to advertise the availability and location of such parking resources for establishment patrons.
7. The establishment shall provide adequate ventilation within the structures such that doors and/or windows are not left open for such purposes resulting in noise emission from the premises.
8. There shall be no noise audible outside the establishment during the daytime or nighttime hours that violates the San Francisco Municipal Code Section 49 or 2900 et. seq. Further, absolutely no sound from the establishment shall be audible inside any surrounding residences or businesses that violates San Francisco Police code section 2900.
9. The establishment shall implement other conditions and/or management practices necessary to insure that guests of the establishment maintain the quiet, safety and cleanliness of the premises and the vicinity of the use, and do not block driveways of neighboring residents or businesses.
10. Permit holder shall take all reasonable measures to insure the sidewalks adjacent to the premises are not blocked or unnecessarily affected by patrons or employees due to the operations of the premises and shall provide security whenever patrons gather outdoors.
11. Permit holder shall provide a cell phone number to all interested neighbors that will be answered at all times by a manager or other responsible person who has the authority to adjust volume and respond to other complaints whenever entertainment is provided.
12. Permit holder agrees to be responsible for all operation under which the permit is granted including but not limited to a security plan as required.
13. In addition, a manager or other responsible person shall answer a cell phone for at least two hours after the close of business to allow for police and emergency personnel or other City personnel to contact that person concerning incidents.

San Francisco Entertainment Commission; Good Neighbor Policy; SF Entertainment Commission | 1
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www.sfgov.org/entertainment