



2018 RENTAL APPLICATION

Applicant's Name: _____
 Contact Number: () _____ Email Address: _____
 Address: _____

Room Requested:
 Multipurpose Room (1/2) Multipurpose Room (Full) Café
 Magnolia Ballroom (1/2) Magnolia Ballroom (Full) Event Lawn

Date of Event: _____ Rental Time: _____
 Entertainment Scheduled: _____
 Catering or Other Vendors: _____
 Total Number of Guests Attending: _____ Type of Event: _____
 Extended Security Gatehouse (*Mon-Fri 7a-7p, Sat-Sun 8a-6p*): _____
 Additional Equipment Needed/Set Up Request: _____

TERMS AND CONDITIONS

All reservations, agreements and contracts regarding the use of services and facilities of the Victoria Gardens Clubhouse (the "Club") are subject to the rules and regulations of the Club and include the following terms and conditions:

1. **DEPOSIT.** A security deposit in the amount of 50% of the requested room rental rate including taxes (the "Deposit") is due upon acceptance of the initial space reservation. The Deposit will be returned to the Client within 14 (fourteen) days of the conclusion of the event, pending there are no damages to the rental space (including furniture). The Club, in the Club's sole discretion, may request an additional deposit to cover potential damage to the Club. Security Deposit due: \$_____ Paid on _____

2. **BALANCE DUE.** The Client shall pay the Balance Due in full at least three (3) business days prior to the Event. Balance due date: _____

Failure by the Client to abide by the above payment date will entitle the Club, in the Club's sole discretion, to deny the Client, and the Client's guests and invitees, access to the Club facilities for the Event. Furthermore, the Club shall retain the Deposit in full and be held harmless for cancelling this Agreement and the Event. Any additional amounts due hereunder will be due in full no later than two (2) business days after such amounts are invoiced to the Client by the Club. Payments must be made by cash, certified check, or credit card. Notwithstanding any other provisions in this Agreement, the Club reserves the right to impose a late payment charge equal to the maximum rate allowed by law on any overdue, unpaid amounts, and the reasonable cost of collection, including attorneys' fees, on any and all amounts not paid hereunder in a timely manner.

3. **TAXES.** The Client shall be responsible for all applicable federal, state and city taxes associated with the Event and such taxes will be added to the fees and charges for the Event. If the Client is a tax-exempt, they must provide appropriate documentation to the Club.

4. **MISCELLANEOUS CHARGES.** Additional charges, including without limitation, additional compensation for wait staff, will be imposed by the Club on the Client for extending the Event beyond contracted times. If the Event requires additional hours of operation for the security gate, an hourly rate will be charged for the added labor. If the Event exceeds the maximum allotted time, the Client will be charged at a rate of \$200 per hour after the scheduled end time. If the Client requires an AV tech for the event, an hourly rate will be charged with a minimum of 4 hours.

5. **ROOM SET UP.** The Client is solely responsible for the setup and breakdown of decorations, including without limitation, centerpieces and all other props used by the Client for the Event. All decorations must meet the approval of the fire department codes. No open flames, gas or propane, sparklers, firecrackers or any of the sort are permitted in any of the rooms. All wall and ceiling decorations may not leave any permanent damages to the room. The Club will arrange set up of tables and chairs as requested by the Client on the Room Setup Form. Any special set up requests or changes must be provided to the Club no later than seven (7) days prior to the event.

6. **ROOM CLEAN UP** Room must be cleared by client at the conclusion of the event. This is to include all decorations brought in by Client, trash, entertainment and any additional vendors. Tables and chairs are the responsibility of the Club.

7. **ENTERTAINMENT.** Any shows, exhibits, musical or theatrical performances, contests, games, radio or television broadcasts, speakers or other forms of entertainment during the Event must be pre-approved by the Club in writing. Musicians and DJs are booked by the client and are their sole responsibility. If the volume from the entertainment or public address system disturbs other patrons in the Club, the Club reserves the right to lessen the volume. All entertainment must be concluded by 11 p.m. unless approved by Club Management.

- Client must make indicate need for any AV equipment at least 7 days prior to the event. All AV equipment owned by the Club will be set up by the Club's staff prior to the event start time.
- Client is responsible for the repair of any damages incurred to the Club's AV equipment while in the client's use.
- Client may bring their own AV equipment or order from an outside vendor.

8. **INSURANCE REQUIREMENTS.** If the Client contracts any vendors (such as entertainment), the vendor must obtain General Liability Insurance, including personal injury, bodily injury (including wrongful death), and broad form property damage, written on an occurrence policy form, with an insurance carrier acceptable to the Club in the following amounts. The certificate of insurance must be

- \$1,000,000 Per Occurrence
- \$1,000,000 Personal & Advertising Injury
- \$1,000,000 Products/Completed Operations Aggregate
- \$1,000,000 General Aggregate

A CERTIFICATE OF INSURANCE EVIDENCING SUCH COVERAGE SHALL BE DELIVERED TO THE CLUB AT LEAST SEVENTY-TWO (72) HOURS PRIOR TO THE EVENT. Failure to provide such certificate at such time entitles the Club, in the Club's sole discretion, to deny the Client, and Client's guests and invitees, access to Club facilities, in which case, the Club shall retain the Deposit and be held harmless for cancelling the Event

9. **PARKING.** Client and guests must park in the Clubhouse designated parking lot. Cars are not permitted to park in the porte-cochere in front of the Club. The Client may utilize the porte-cochere for loading/unloading before and after the event.

10. **SMOKING** The Club is a smoke free facility. Smoking is allowed in outside designated area only. Smoking is not permitted in front of the Club.

11. **DAMAGES.** The Client shall be solely responsible for any and all liability and damages occurring on or off the premises or any other part of the Club caused, directly or indirectly, by the Client, Client's guests and invitees, including without limitation, damages occurring during the specified time of the Event. The Club will assess damages and contact Client regarding any damages and charge the cost of damages to the security deposit. Damage costs above the amount of the security deposit will be the responsibility of the Client. A checklist will be provided to the Client to assess room condition. Any noticeable damages must be noted on the checklist prior to the event start time. Any damages not listed, and occurred during the duration of the Event will be the responsibility of the Client.

12. **ALCOHOLIC BEVERAGES.** No alcoholic beverages will be served to anyone under the age of twenty-one (21) years old. All alcoholic beverages must be purchased from the Club. No alcohol may be brought into the Club for any reason.

13. **CATERING.** When utilizing the Club's food and beverage catering, the Client must finalize and submit the food and beverage menus to the Club at least (7) days in advance of the Event. The Club has the right to make necessary and reasonable substitutions to the menu if requested items are not available.

14. **OPEN BAR REQUESTS.** In the event the Client requests "open bar" for the Event, the Client will be required to place a credit card on file with the Club. **THE CLIENT MUST PAY THE BALANCE OF THE "OPEN BAR" IN FULL IMMEDIATELY AT THE CONCLUSION OF THE EVENT.**

15. **NUMBER OF GUESTS.** The Client must furnish the Club with a number of guaranteed guests no later than seven (7) days prior to the Event. The number of guests given at such time shall constitute a guarantee, not be subject to reduction by the Client, and charges will be made accordingly. If the Client does not notify the Club within the time indicated above, the Club will assume that the expected number of guests set forth in this Section to be the correct number and charges will be made on that basis, subject to increases by the Club for actual attendance in excess of the estimate.

16. **LOSS OF PROPERTY/PERSONAL INJURY.** The Club is not responsible for any personal injury damages or loss of any merchandise or articles left at the Club prior to, during or following the Event, and Client shall indemnify and hold the Club, its directors, officers, employees, independent contractors and agents harmless from any such claims made by Client or Client's guests or invitees.

17. **CANCELLATION.** In the event the Client must cancel the Event, the Client must deliver a cancellation notice, in writing, to the Club, and in accordance with said notice, the following shall apply:

a. If the Client cancels the Event by providing the Club with more than ninety (90) days written notice, the Club shall return one hundred percent (100%) of the Deposit to the Client.

b. If the Client cancels the Event by providing the Club with less than ninety (90) days, but more than fourteen(14) days, written notice, the Club shall return fifty percent (50%) of the Deposit to the Client.

c. If the Client cancels the Event by providing the Club with less than fourteen (14) days written notice, the Club shall retain one hundred percent (100%) of the Deposit and not be obligated to return any portion of the Deposit to the Client.

