

Contract Number:

Date of Event:

GARDENA ELKS LODGE RENTAL CONTRACT

Witness to: That, for consideration of mutual promises and agreements, the 'Lodge' and 'Renter' do hereby contract and agree as follows:

1. DEPOSIT

1a. The Gardena Elks Lodge requires a refundable deposit of \$500, which shall be paid to book the requested date. The signed contract should also be submitted at the time of the deposit. The deposit can be paid via cash, cashier's check, money order, credit card, check or Venmo.

1b. The remaining balance due shall be paid 30 days prior to the event and must be paid via cash, cashier's check, money order, credit card, check or Venmo.

1c. Deposits will not be refunded in cases of pandemics or natural disasters. We will work with you to reschedule your event.

1d. There are other instances in which a deposit may not be refunded. This includes but is not limited to damage to property and/or violating any portion of this contract.

1e. The deposit is a separate payment that we hold for incidentals. The deposit is not be used as payment or partial payment of the rental payment.

2. RENTAL BASE

2a. The 'Rental Base' cost is for an 8-hour block for your event, ending no later than 2 AM.

2b. The Rental Hall has a maximum occupancy of 299 people.

2c. Guests are not permitted in the building prior to the event start time.

2d. Most renters use the first hour for set up, 6 hours for their event, then the last hour for clean up.

2e. All renters and/or guests must vacate the building prior to the contract end time or the deposit may be held at \$50 per hour.

2f. The renter may adjust the time breakdown as needed, however the limit is 8 hours, unless more time is purchased.

2g. Additional time may be purchased at \$50 per hour, pending availability of the lodge.

2h. All entertainment must stop at least 15 minutes prior to the end of the rental period (not including the clean up period).

2i. All set up and clean up must be done within the 8-hour block unless extra time is purchased (\$50/hour).

2j. Clean up is defined as all decorations removed, all waste put in waste baskets, and the parking lot clear of any debris left behind. Gardena Lodge staff puts away all tables and chairs as well as sweeps and mops the floor.

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2k. Nothing is to be hung or attached to the glass star, mirror ball, or antlers. Nothing may be removed from the walls (i.e. plaques, banners, paper flyers, etc.). The use of scotch tape, staples, confetti and/or nails is prohibited.

2l. The renter must be present at all times while guests are present. The renter must also be present during set up unless the renter has assigned a point of contact person.

3. INSURANCE

3a. Renters are responsible for insurance for their event(s). The Lodge provides the insurance through our insurance company - the fee is passed onto the renter.

4. BAR AND BEVERAGES

4a. The lodge has a fully stocked bar.

4b. Elks bartenders must be booked for each event that requires a bartender.

4c. All guests must be 21 years of age or older to purchase any type of beverages from the bar, including non-alcoholic beverages.

4d. If there are requests for particular brands of beverages, please advise as early as possible.

4e. There may be instances in which the bar may sell out of certain items and/or certain items are not available. In these instances, bringing in outside beverages is still prohibited.

4f. All rentals will have rental pricing, even if a renter is a member and/or any guests are members.

4g. Bar prices may change at any time, for any reason, without prior notice.

4h. Renters may choose to cover a portion of the bar for the guests. Many renters in the past have covered such as the first \$500 and only for water, sodas and well drinks. You may discuss other 'open bar' options with the rental manager.

4i. The Lodge will follow all legal requirements and applicable laws regarding the service of alcoholic beverages.

4j. The Lodge will reserve the right to refuse service to anyone at the discretion of the servers, bartenders and/or rental manager.

4h. The bar accepts cash, credit card and phone payments (Apple Pay, Samsung Pay).

5. BARTENDER AND BAR OPTIONS

5a. The Gardena Elks Lodge has recently changed the policy of requiring a bartender at each event. We are aware there are some instances in which only soft drinks will be purchased/served. The following three options are the only options for any event.

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Option 1 - One bartender booked for the event. Cash or Credit Card bar. All beverages must be purchased at the bar (bottled water, sodas, liquor, beer, etc.). No outside beverages of any kind allowed at any time. Security will confiscate any outside beverages being brought in or attempting to be brought in. This may cause the guest to be asked to leave the premises and/or cancellation of the event without any refund. A minimum total spend of \$500 is required at the bar by all guests (combined). If the amount of \$500 is not reached, the Lodge will require the difference from the deposit.

\$150 to book the bartender. Gardena Elks Lodge Bartenders are required to work rentals.

Option 2 - Two bartenders booked for the event. Cash or Credit Card bar. All beverages must be purchased at the bar (bottled water, sodas, liquor, beer, etc.). No outside beverages of any kind allowed at any time. Security will confiscate any outside beverages being brought in or attempting to be brought in. This may cause the guest to be asked to leave the premises and/or cancellation of the event without any refund. A minimum total spend of \$1,000 is required at the bar by all guests (combined). If the amount of \$1,000 is not reached, the Lodge will require the difference from the deposit.

\$300 to book the two bartenders. Gardena Elks Lodge Bartenders are required to work rentals.

Option 3 - No bartender. The renter will advise the rental manager what beverages are requested from the following options:

Coke
Diet Coke
Sprite
Caprisun
Iced Tea (unsweetened)
Iced Tea (sweetened)
Bottled Water
Coffee

5b. The items listed above will be offered as single use - such as a can or a plastic bottle with the exception of coffee. The renter will be required to supply all necessary items for the coffee such as the cups, creamer, sugar, stirrers, etc. The lodge will brew and supply the coffee.

5c. The Lodge will supply the requested drinks in tubs so that guests can get their own drinks as they desire.

5d. No outside beverages of any kind allowed at any time. Security will confiscate any outside beverages being brought in or attempting to be brought in. This may cause the guest to be asked to leave the premises and/or cancellation of the event without any refund.

5e. There will be no bartender and no options of other beverages other than the ones in the contract.

5f. It is highly suggested that the renter advise all guests regarding the no tolerance of outside beverages.

6. PRICING FOR BAR PACKAGE OPTION 3

Coke - \$60 - will include 30 units

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Diet Coke - \$60 - will include 30 units

Sprite - \$60 - will include 30 units

Caprisun - \$40 - will include 40 units

Iced Tea (sweetened) - \$45 - will include 15 units

Iced Tea (unsweetened) - \$45 - will include 15 units

Bottled Water - \$60 - will include 30 units

Coffee - \$30 - unlimited coffee

6a. For Coke, Diet Coke and Sprite, the renter must order in multiples of 30 for each flavor - no mixing. The renter is welcome to take the remaining units that they purchased.

6b. For Caprisun, the renter must purchase in multiples of 40. The flavors are mixed and no flavor can be guaranteed. The renter is welcome to take the remaining units that they purchased.

6c. For Iced Tea (sweetened and unsweetened) the renter must order in multiples of 15 for each flavor - no mixing. The renter is welcome to take the remaining units that they purchased.

6d. For bottled water, the renter must order in multiples of 30. The renter is welcome to take the remaining units that they purchased.

6e. For coffee, the lodge will brew enough for the current guests and re-brew as needed. The lodge will not brew additional for guests to take home.

7. CATERING AND KITCHEN USE

7a. The Lodge does not provide catering or food - it is the responsibility of the renter(s) to provide their own or use a third party.

7b. The Lodge is not responsible for any issues that may arise with a third party.

7c. The rental includes the use of the kitchen for storage (walk in cooler) of food or warming (oven only - no fryers) of food - no prep or cooking is allowed in the kitchen.

7d. No plating of food in the kitchen - all plating must be in the rental room. We recommend the use of chafing dishes along with the heating element and serving utensils.

7e. Cleaning of plates, utensils or any other dishes is not permitted in the kitchen.

7f. All utensils, plates, napkins, and any other similar items are the responsibility of the renter(s) and/or caterer - the Lodge does not provide these items.

7g. Only hired kitchen staff of the renter(s) are permitted to be in the kitchen. The kitchen is not to be used for a social area. Any guests other than kitchen help will be requested to leave the kitchen area.

7h. No children are allowed in the kitchen or serving area.

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7i. All food must be served in the main rental hall or outside (such as with a taco vendor).

7j. The renter is responsible for providing cups, creamer, stirring utensils and any other necessary items for coffee.

7k. The renter is responsible for providing any 'to go' containers as well as bags for their guests.

7l. It is the responsibility of the renter to ensure that the caterer(s) are aware of all policies within this contract, including set up times and beverages.

8. ENTERTAINMENT AND DJ

8a. The Lodge does not provide any entertainment - it is the responsibility of the renter(s).

8b. All entertainment must provide their own audio and/or visual equipment, including microphones, if needed.

8c. If an event planner is used, it is the responsibility of the renter to guarantee the planner is aware of all of the policies within this contract.

9. SECURITY

9a. Every rental is required to have security.

9b. The Lodge will contract with an approved, permitted security company for the rental on behalf of the renter(s) within this contract - the fees are passed onto the renter in this contract.

9c. The Lodge has a minimum guard requirement, depending on the number of guests, with at least one guard required for all rentals.

9d. All bags and persons are subject to search.

10. OTHER INFORMATION

10a. Tables and chairs are provided with the rentals. It is the responsibility of the renter(s) to provide a map of where the tables will be placed so that Lodge staff can set up the tables and chairs.

10b. The Lodge has 8 foot long tables (seating for 8) and 8 foot round tables (seating for 8) available. For a more comfortable experience, we recommend seating 6 at each table.

10c. Children must be under the supervision of a responsible adult at all times.

10d. No beverages of any kind may be brought in to the lodge, this includes during set up and/or clean up. Violation of this clause is grounds for immediate cancellation of the rental without any refund.

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10e. Renter(s) are responsible to advise their guests that outside beverages are prohibited. Any guests bringing in or attempting to bring in any outside beverages will have their item(s) confiscated, without any sort of refund and/or may be banned from the event.

10f. No alcohol consumption in the parking lot, including in vehicles. This may be cause for the lodge to call Gardena Police and have the guest trespassed and possible open container charges.

10g. Guests may not be permitted to re-enter the lodge once they leave the lodge. This includes going to their vehicles. Security may be required to escort guests that wish to go to their vehicles during an event.

10h. The use of marijuana is strictly prohibited on Lodge property, including the parking lot(s).

10i. No subletting.

10j. No loitering in the parking lot.

10k. There is a smoking section located outside of the hall back entrance/exit. Guests may bring their beverages (that is purchased at our bar) out to the smoking area. Smoking is only permitted in the smoking area.

10l. Any loss, breakage and/or damage to the hall, exterior or property and contents within is the responsibility of the renter(s). Said damages are to be deducted from the security deposit and excess damages are to be paid within a reasonable amount of time, not to exceed two weeks.

10m. The Lodge shall not assume responsibility for damage or loss of any property or articles left in the building, vehicles or surrounding area prior to or following the rental.

10n. The renter(s) must be present during the duration of the rental.

10o. The Lodge reserves the right to mandate wristbands for renter(s) and/or guests at any time, for any reason. This may include to confirm attendees and/or verification of legal drinking age. Guests are not to remove the wristbands.

10p. All guests are subject to search of their person or property.

10q. It is the responsibly of the renter to notify their guests and any contracted parties of the policies, specifically the beverage policies (no outside beverages, etc.). We highly encourage this be printed on invitations to guests. We have a zero tolerance for this policy. Re-usable cups, such as Stanley cups or other beverage holders are not permitted in the lodge.

10r. Party favors, such as for weddings, shall not consist of alcohol.

10s. Renters may cancel their event no less than 30 days prior to the event for a full refund.

10t. Renters that cancel their event less than 30 days prior to the scheduled event are subject to the following costs: 20 to 29 days prior to the event will be a 20% fee of the rental base, 10 to 19 days prior to the event will be a 25% fee of the rental base and any events cancelled with 9 days or less are subject to 30% of the rental base.

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10u. The Elks Lodge is a private member venue which rents our our facilities for events. There may be instances in which we have a member event in our private bar. Non members are not permitted in the member bar. Renters and their guests are only permitted in the rental areas.

10v. The Lodge reserves the right to cancel and/or reschedule an event at any time, for any reason.

10w. All rules, regulations and laws must be adhered to by all guests on Lodge property.

Renter _____
Print Name

Date _____

Renter _____
Sign Name

Date _____

Rental Manager _____
Print Name

Date _____

Rental Manager _____
Sign Name

Date _____

FOR OFFICE USE ONLY

Insurance Received _____

Security Guard Contract _____

Final Payment Received _____

Deposit Refund Approved _____