

*The Palazzo*

BY KHOSHBIN

*Event Venue Rental Agreement*

## Venue Information:

- Property Name: The Palazzo by Khoshbin
- Address: 3150 Bear Street, Costa Mesa, CA 92626
- Property Contact:

Hosh Spenta  
[hosh@mannykhoshbin.com](mailto:hosh@mannykhoshbin.com)  
408.308.3236

Date Prepared: \_\_\_\_\_

Function Name: \_\_\_\_\_

## Event Organizer Information:

- Name: \_\_\_\_\_
- Address: \_\_\_\_\_
- Email: \_\_\_\_\_
- Phone Number: \_\_\_\_\_

## 1. Booking Terms

- Event Date: \_\_\_\_\_
- Event Time: \_\_\_\_\_
- Type of Event: \_\_\_\_\_
- Venue Space(s): \_\_\_\_\_
- Event Venue Cost: \_\_\_\_\_
- Non-Refundable Event Booking Deposit: \_\_\_\_\_
- Accidentals Refundable Deposit: \_\_\_\_\_
- Cleaning Fee: \_\_\_\_\_

## 2. General Pricing and Payment

- Saturday Events: \$20,000
- Friday & Sunday Events: \$15,000
- Monday to Thursday Events: \$10,000
- Non Refundable Deposit: A non-refundable deposit of 50% of the total venue fee is required at the time of booking to secure the date. The remaining balance is due 30 days prior to the event date.
- Refundable Deposit: Additional to the non-refundable deposit, a \$2,000 refundable deposit will be required at the time of reservation for accidentals. This deposit does not waive the requirement of requiring an insurance. See section 6 below for more details.
- If paying by check, please make the check out to **Khoshbin Tower LP**
- If paying by ACH or wire transfer, please let us know. Once the contract is signed, we will communicate details securely. **Please note:** To help protect you from wire transfer fraud, please DO NOT initiate wire transfer unless instructed by Hosh Spenta in-person or over the phone. We will not send out instructions via text or email.
- See Schedule of fee below:

Description	Due Date	Amount
Initial Event Non-Refundable Deposit	Upon signing this contract	50% of total
Remaining Final Payment	30 days prior to event date	100% of total
Cleaning Fee	30 days prior to event date	\$750
Refundable Security Deposit	30 days prior to event date	\$2,000

### 3. Venue Policy

#### A. Function Space Allocation:

Function spaces are allocated according to the size and needs of your group. If your requirements change significantly, the venue reserves the right to reassign function spaces to optimize utilization. Access to the assigned space is limited to the times specified unless additional authorization is obtained from venue management. It is possible that the same space will be booked for different events before or after your scheduled time.

**B. Operating Hours and Overtime Fees:** The venue has a strict cut-off time of 9 PM for outdoors and 10 PM for indoors. Events extending beyond this time will incur an overtime charge of \$3,000 per additional hour.

**C. Alcohol Management:** Alcoholic beverages must be managed by licensed bartenders. Proper identification must be checked for individuals who appear to be underage, and service must be refused to anyone who appears to be impaired.

**D. Valet Service:** The event organizer is required to have Valet service for their event for the entire duration of the event.

**E. Security Service:** We highly recommend having a security company/agency service your event on the day of the event. The venue takes no responsibility for any uninvited gatecrashers. Further, the venue will hold the event organizer responsible for any damages caused by an invited guest or gatecrashers.

**F. Responsibility for Damages:** The customer is responsible for any damages to the function areas or any other parts of the venue caused by themselves, their guests, employees, vendors, contractors, or other agents under their control.

**G. Kitchen Use:** The Chef's Kitchen is designated exclusively for final food preparations, such as reheating and assembling cold dishes. The use of the Chef's Kitchen to cook or prepare food from scratch is strictly prohibited. This includes, but is not limited to, the use of raw ingredients to create meals, the operation of cooking appliances for cooking processes, and any form of baking. Clients and their designated caterers are permitted to utilize the kitchen facilities solely for warming pre-prepared meals and arranging or plating cold dishes.

**H. Liability for Lost or Damaged Goods:** The venue is not liable for any merchandise or articles lost or damaged that are left in the venue before, during, or after the event.

**I. Outdoor Amplified Music Restriction:** The use of outdoor amplified music at all times. This includes live bands, DJ equipment, and any electronic sound amplification devices outside the designated indoor event areas. This policy ensures compliance with local noise regulations and maintains the serene environment of our venue and surrounding community.

**J. Drone Usage:**

- **Insurance Requirements:** Contractors using drones, either owned or non-owned, must carry a legal liability insurance policy covering bodily injury, personal injury, and property damage for not less than \$1 million per occurrence. This insurance must include:
  - Blanket contractual liability coverage for liabilities assumed under this agreement.
  - A cross-liability clause ensuring that each insured party is treated as separately insured under the same policy.
  - Naming "The Palazzo by Khoshbin", the Khoshbin Company, Khoshbin Tower LP, and Palazzo Event Center LLC as additional insured parties, with waived rights of subrogation against them.
- **Certification and Notifications:** Contractors must provide the venue with a Certificate of Insurance that notes coverage for drone operations. The insurance provider must notify the venue at least 30 days in advance of any policy cancellation, termination, or significant modification.
- **Operational Restrictions:** The use of drones over the courtyard is prohibited to protect guest privacy. All drone activities must be pre-approved by the venue management and are subject to termination at any time at the discretion of the venue. Continuous insurance coverage is required for all drone operations.
- Any drone activity post approval must follow [FAA drone guidelines](#). NO EXCEPTIONS.

**K. Rush Hour Access Restrictions (Weekdays Only):** To ensure smooth traffic flow and minimize disruptions during peak traffic hours, event setup and breakdown will be restricted during rush hours. (7:00 AM to 9:00 AM and 4:00 PM to 6:00 PM) We request that all event planners, vendors, and delivery services schedule their operations outside these specified hours. This policy is in place to assist in the efficient management of traffic around our venue and enhance the experience for our guests and local commuters.

**L. Venue Spaces:** The Palazzo by Khoshbin offers multiple distinct areas, each reserved separately depending on the nature and requirements of the event. (Ball Room, Courtyard, Auditorium and Lounge). Access or use of non-designated spaces within the venue by event organizers, guests, or vendors is strictly prohibited. Event organizers are permitted to use only the specific spaces assigned to them as detailed in the event contract.

## 4. Capacity

- Maximum Capacity: 220 individuals. It is the responsibility of the Event Organizer to ensure that this number is not exceeded. This includes staff.
- Failure to comply will result in expulsion from the property without a refund.

## 5. Venue Services

- Services Included: The rental agreement covers only the use of the venue space. No additional services such as but not limited to catering, decoration, valet service, security service or event planning are provided.
- Vendors: All external vendors (caterers, decorators, etc.) must be bonded, insured, and possess all required legal licenses and credentials.

## 6. Insurance and Liability

### 1. Coverage Requirements:

The Event Organizer shall, at their own expense, secure and maintain in full force and effect comprehensive general liability insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate. This insurance must cover liabilities including but not limited to bodily injury, property damage, and any other liabilities arising from the event.

### 2. Proof of Insurance:

The Event Organizer is required to provide the Venue with a certificate of insurance evidencing the coverage specified above at least 30 days prior to the event. The certificate must confirm that the policy includes the Venue as an additional insured and indicate that the policy will not be canceled, non-renewed, or materially changed without at least thirty (30) days prior written notice to the Venue.

### 3. Compliance and Consequences:

Failure to obtain and maintain the required insurance coverage as stipulated may result in the cancellation of the event without refund or further liability on the part of the Venue. It is deemed a material breach of the contract, providing grounds for immediate termination at the discretion of the Venue.

## 7. Cancellation

## 1. Notification of Cancellation:

- All cancellations must be made in writing and directed to the event management or venue contact as specified in the event contract. Verbal cancellations will not be accepted.

## 2. Cancellation Fees:

- Any cancellation requests after the contract has been executed will result in forfeiting the deposit.
- If the venue has been paid in full, event organizers will receive a refund of 50% of the total amount paid which is minus the deposit.
- Cancellations made less than 30 days before the event date will result in a charge of 100% of the total event fee.

## 3. Refunds and Credits:

- If a cancellation fee is applied, any pre-paid fees excluding administrative fee such as wire transfer, check or bank transfer fee may be refunded within 30 days of cancellation.
- At the discretion of the venue, credits for future events may be offered instead of a refund.

## 4. Modifications to the Event:

- Reductions in the size of the event or changes to the event date are subject to the cancellation policy. Such changes may incur additional fees or require a new agreement.

## 5. Third-Party Services:

- If third-party services such as catering, entertainment, or equipment rentals, separate cancellation policies for these services may apply. It is the responsibility of the client to manage these relationships and any associated cancellation fees directly with the respective vendor.

## 8. Indemnification

## 1. Mutual Indemnification:

- By the Event Organizer: You agree to indemnify, defend, and hold harmless the Venue, along with its parent companies, subsidiaries, affiliates, officers, directors, employees, agents, and representatives from any and all claims, liabilities, damages, losses, costs, and expenses, including reasonable attorneys' fees, arising from any wrongful or negligent acts, failures to disclose, errors, or omissions by you or your contractors, subcontractors, vendors, guests, delegates, agents, or representatives, except where such claims are due to the negligence of the Venue.
- By the Venue: Conversely, the Venue agrees to indemnify, defend, and hold harmless you and your parent companies, subsidiaries, affiliates, officers, directors, employees, agents, and representatives from any and all claims, liabilities, damages, losses, costs, and expenses, including reasonable attorneys' fees, arising from any wrongful or negligent acts, failures to disclose, errors, or omissions by the Venue or its employees or agents, except where such claims are due to the negligence of you or your guests, delegates, agents, or representatives.

## 2. Notice and Defense:

- In the event of a claim or potential claim, the indemnified party shall provide the indemnifying party with prompt written notice of the claim. The indemnifying party will have the right, but not the obligation, to control the defense and settlement of the claim, with counsel reasonably satisfactory to the indemnified party.

## 3. Survival of Indemnification Obligations:

- The obligations under this indemnification provision will survive the termination or expiration of this contract, regardless of the reason for termination and will extend beyond the duration of the event covered by this contract.

## 9. Force Majeure

In the event that circumstances deemed to be beyond the control of either party make it illegal, impossible, or commercially impracticable to hold the event, such as acts of God, war, government regulations, disasters, strikes (except those involving the employees or



agents of the party seeking the benefit of this clause), or epidemics or pandemics, either party may terminate the contract without penalty.

## 10. Compliance with Laws

- This Agreement shall be governed in all respects by the laws of the United States of America and by the laws of the State of California, as such laws are applied to agreements entered into and to be performed entirely within California between California residents.
- Legal Compliance: The Event Organizer is responsible for ensuring that the event complies with all applicable laws, ordinances, and regulations, including health and safety standards.
- The client is responsible for fulfilling all financial obligations related to the event cancellation as specified in this policy. Non-payment of due fees can result in legal action.
- The Event Organizer acknowledges that any approved drone operators will follow [FAA drone guidelines](#) with NO EXCEPTIONS.

## 11. Governing Law and Dispute Resolution:

### 1. Governing Law:

This Agreement shall be governed in all respects by the laws of the United States of America and by the laws of the State of California. These laws apply to agreements made and to be entirely performed within California, between California residents and non California residents.

### 2. Arbitration:

All disputes arising under or related to this Agreement shall be resolved by binding arbitration under the commercial arbitration rules of JAMS. The arbitration proceedings shall be conducted in Orange County, California. The decision rendered by the arbitrator shall be final and binding on the parties, and judgment on the arbitration award may be entered in any court having jurisdiction thereof.

### 3. Litigation and Jurisdiction:

In the event that litigation is necessary to enforce the arbitration award or for matters not subject to arbitration, the parties irrevocably consent to the exclusive personal jurisdiction of both the federal and state courts located in Orange County, California. This exclusive jurisdiction applies unless the action is to enforce an order or judgment of these courts, in which case the jurisdiction shall be nonexclusive.

This clause ensures that any legal actions or proceedings arising out of this Agreement are handled consistently under California law and within designated jurisdictions, providing clarity and predictability for all parties involved.

## 12. Event Conduct

1. General Conduct: This event conduct policy is designed to create a safe, respectful, and enjoyable environment for all participants. Event organizers reserve the right to respond appropriately to any issues or behaviors not expressly covered by this policy to maintain the integrity and security of the event.

- All event participants, including guests, staff, vendors, and volunteers, are expected to conduct themselves in a professional and respectful manner at all times. The Event Organizer shall ensure that the event does not disturb the surrounding community. The venue reserves the right to terminate the event in cases of breach of peace.

2. Alcohol Consumption:

- Alcohol must be consumed responsibly within the premises. Service will be managed by a licensed vendor and bartenders who will require valid identification for alcohol consumption and reserve the right to refuse service to anyone who appears intoxicated. The event organizer accepts any responsibility or liability that may arise from alcoholic use from any attendees.

4. Safety and Emergency Procedures:

- All participants must follow safety guidelines and emergency procedures including adhering to posted signage and staff instructions during an emergency evacuation or other safety-related situations.

5. Property Respect:

- Attendees are expected to respect the venue property and equipment. Any damages caused by an attendee will be the responsibility of the attendee or the party that registered the attendee, and compensation for damages may be sought by the event organizer or venue.

#### 6. Responsibility for Damages:

- Event organizers and attendees are responsible for any damages incurred to the function area or any other part of the venue during the event. Costs associated with such damages will be charged accordingly.

#### 7. Unauthorized Entry:

- Unauthorized entry into restricted areas or non permitted, non event approved areas is strictly prohibited.

#### 9. Prohibited Items:

- Participants are prohibited from bringing hazardous materials, illegal substances, weapons, or any items that pose a safety risk to the event premises.

#### 10. Enforcement and Consequences:

- Violations of the event conduct policy may result in immediate removal from the event without refund, banning from future events, and/or legal action, depending on the severity of the violation.
- By agreeing to host an event at The Palazzo by Khoshbin, the event organizer acknowledges and agrees to enforce this Event Conduct Policy among all participants and vendors associated with the event.

## 13. Termination

- If either party breaches any terms of this agreement and fails to correct such breach within 10 days of written notice, this contract may be terminated by the non-breaching party.

## 14. Privacy Policy

## 1. Collection of Personal Information:

- **What We Collect:** We may collect personal information such as names, contact details, professional affiliations, accessibility requirements, and payment information.
- **Method of Collection:** Personal information is collected through event registration forms, website interactions, direct communications, and third-party service providers involved in the event.

## 2. Use of Personal Information:

- Personal information is used to facilitate event planning and management, including registration, communication, and logistics.
- Information may also be used for marketing purposes, such as sending updates about current or future events unless an opt-out is requested.
- Data analysis for improving future events and offerings may also be performed using aggregated data.

## 3. Disclosure of Personal Information:

- Personal information may be shared with venue staff, event sponsors, vendors, and other partners involved in the organization of the event to ensure seamless execution.
- We do not sell, rent, or lease personal data to third parties unless we have explicitly obtained your permission or are required by law to do so.
- Information may be disclosed where necessary to protect our rights, comply with judicial proceedings, or enforce our agreements.

## 4. Data Security:

- We implement appropriate technical and organizational measures to protect personal information against unauthorized access, alteration, disclosure, or destruction.
- Access to personal information is restricted to authorized personnel who are obligated to maintain confidentiality.

## 5. Retention of Personal Information:

- Personal information is retained only for as long as necessary to fulfill the purposes for which it was collected, including for the duration required to comply with legal, accounting, or reporting requirements.

### Execution and Agreement

This Agreement is effective as of today and constitutes the full agreement between the parties, superseding all prior discussions, agreements, or understandings. It may be executed in counterparts, which together will constitute one document. Execution can occur via facsimile, email, or other electronic means, including digital signatures, and will be considered legally binding. This Agreement shall be governed by the laws of the State of California. In the event of any disputes, arbitration will be conducted in accordance with the arbitration rules stated above in the contract. The decision of the arbitrator shall be final and binding. Changes to this Agreement require a written amendment signed by both parties.

The Palazzo by Khoshbin

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Manny Khoshbin

Title: \_\_\_\_\_

Title: Owner

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# **CONTRACT CHECKLIST**

## **VENUE INFORMATION**

- Venue Address
- Venue Contact Information

## **BOOKING TERMS**

- Dates
- Deposits
- Final Payment

## **PRICING & PAYMENT**

- VENUE RESERVATION AMOUNT
- NON-REFUNDABLE DEPOSIT
- REFUNDABLE DEPOSIT
- CLEANING FEES

## **VENUE POLICY**

- KITCHEN USE
- VALET REQUIREMENT
- SECURITY RECOMMENDATION
- SOUND LIMITATION
- INSURANCE REQUIREMENT

## **EVENT CONDUCT**

- ALCOHOL CONSUMPTION
- SAFETY AND EMERGENCY
- PROPERTY RESPECT