



350 O'Shaughnessy Boulevard □ San Francisco, CA 94127  
(415)281-0892 miralomapark@gmail.com

### MIRALOMA PARK IMPROVEMENT CLUB

## CLUBHOUSE USE AGREEMENT

This Agreement is between the Miraloma Park Improvement Club ("Club") and \_\_\_\_\_ (hereinafter, "Renter") for the rental of the Clubhouse at 350 O'Shaughnessy Boulevard, San Francisco, as follows:

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

Time: from \_\_\_\_\_ to \_\_\_\_\_

**All Clubhouse premises must be vacated by 11:00 PM.** \_\_\_\_\_ (initial)

Purpose: \_\_\_\_\_

Number of intended guests: \_\_\_\_\_

**(Maximum occupancy is 80 dining/100 assembly)** \_\_\_\_\_ (initial)

**NOTE: Security Deposit and completed, signed contract must be received before rental confirmation is given.**

**Rental fee and certificate of insurance must be received 14 days prior to event or event will be cancelled.**

**CERTIFICATE OF INSURANCE MUST BE IN THE SAME NAME AS THE PERSON WHO SIGNS THE RENTAL CONTRACT.**

\$	<i>Security Deposit</i>
\$	<i>Rental Fee</i>
\$	<i>Total</i>

Name of individual (on contract), age 21 years or older, who will be present at event and responsible for carrying out all aspects of contract:

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

PRINT

Phone: \_\_\_\_\_ Alt Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_



**Liability and Property Damage Insurance Certificate:**

It is required that the Renter obtain liability insurance coverage from an insurance company provider acceptable to the Club for at least the duration of the above listed dates. Written proof of this insurance coverage, in electronic or hard copy form, should be presented to the Club's agent no later than 14 days before the date of the event or the reservation will be canceled.

**This insurance coverage should clearly state that Miraloma Park Improvement Club at 350 O'Shaughnessy Blvd, San Francisco, CA 94127 is named as an additional named insured at a minimum amount of \$1,000,000 General Liability Coverage and \$500,000 of Property Damage Liability, per occurrence.**

**The name on this insurance certificate must match the name of the Renter signing this agreement.**

Note that a "rider" on a Renter's homeowner's insurance policy is acceptable as long as the minimum levels of coverage are met and Miraloma Park Improvement Club is named as an additional named insured on the certificate of insurance. If this insurance coverage expires during the effective date(s) of this agreement, the Renter will provide a new Certificate of Insurance valid for the rest of the contract dates at least 14 days prior to the expiry of the initial coverage. Failure to provide this extension in insurance coverage at least 14 days in advance of the expiration date will result in the immediate cancellation of any scheduled events after the expiry of the coverage.

\_\_\_\_\_ (initial)

**Cancellation Policy:**

The security deposit and rental fee is fully refundable in the event of cancellation with written notice up to fourteen (14) days before the rental date.

One half (50%) of the security deposit and the full (100%) rental fee will be refunded on receipt of notice of cancellation between 14 and 7 days before the rental date.

The entire security deposit will be forfeited if rental is canceled later than 7 days before the rental date.

If, after cancellation of rental, the Clubhouse can be re-rented for the date and times that were engaged, regardless of when notice of cancellation is given, the entire amount of the security deposit and rental fee will be refunded.

If this contract is canceled by the Club, the rental fees plus the security deposit will be refunded less any withholding due to clubhouse damage or failure of the Renter to meet the terms listed in this agreement.

**In the event that the signer of this contract is no longer associated with the rental event, this contract shall be considered null and void, and if no notice was given to MPIC, the renter will forfeit the full (100%) of the security deposit.**

**Renter understands and agrees to the rental fee and security deposit terms listed above.**

\_\_\_\_\_ (initial)

## **CLUBHOUSE USE POLICIES:**

### **Club Responsibility:**

The Club agrees to have the Clubhouse in clean condition and fully supplied with the following items: toilet paper, paper towels, liners for large and small trashcans, cleaning utensils and products. All appliances are to be in working order and lights with working light bulbs.

### **Renter Responsibility:**

1. Renter is to replace any MPIC property as it was found at the end of the event.
2. All trash placed in trash bins, with recyclables in the blue recycle bin, compostables in the green bin, and non-recyclables in the black trash bin. Bins must not be overfilled.

**Exception:** If the bins are 50-100% full prior to the start of the event, trash bags that will not fit in the bin, up to a limit of 3 bags, may be tightly closed and left atop or aside the black or blue bins.

**Loose waste of any kind must not be left outside the clubhouse.**

**I understand that failure to properly separate waste into compost, recycling, and landfill garbage will result in a charge for every occurrence. Club retains the right to determine whether waste has been properly sorted.** \_\_\_\_\_ (initial)

3. The kitchen is to be only for catering. All food is to be fully cooked and prepared prior to coming to the Clubhouse. The stove and oven are to be used only for re-heating cooked food items.

**I agree to only use the kitchen for warming food, not for cooking food.** \_\_\_\_\_ (initial)

4. Children must be supervised at all times, inside the clubhouse and on the clubhouse grounds. Children are not allowed on the stage or front porch without adult supervision. It is understood the area around the clubhouse is a 'natural environment' which may contain plants, insects or animals which could prove harmful if contact is made. \_\_\_\_\_ (initial)

5. The fireplace is gas controlled. Do not burn wood or any other materials in the fireplace.

6. If alcohol will be served, it must not be served to any person under the age of 21 years, and the Renter should monitor guests to assure compliance. All guests over the age of 21 years should also be monitored by the Renter to prevent excessive alcohol intake, and actions should be taken by the Renter to prevent excessive alcohol intake, and actions should be taken by the Renter in situations of excessive alcohol intake to avoid losses, incidents, and injuries.

\_\_\_\_\_ (initial)

7. Decorations may be hung from the wires placed by the Club along the top of walls on the main hall. **No nails, tacks, or staples may be driven into Clubhouse walls or floors. No tape or other adhesive substance may be applied to the walls or floors. Nothing is to be attached to or hung upon the lighting fixtures or draperies.**

8. Care should be taken in the use of streamers, confetti, or other party favors which when wet could result in dye leeching into the hardwood floors or walls.
9. Care should also be taken to monitor against scratches to the hardwood floors. Renter should take care to lift furniture when moving it as sliding the furniture may cause damage to the hardwood floors.
10. **Any damage to the floors or walls will result in the loss of all or part of your security deposit. Damage in excess of the amount of the security deposit will result in a claim being filed against the Renter's insurance coverage.** \_\_\_\_\_ (initial)
11. All clean-up activities must be completed at the end of the event.
12. No telephone is provided inside the clubhouse. Renter should ensure that a cellular telephone is present and available during the event for use in case of emergency.
13. Smoking is not allowed inside the clubhouse at any time. Failure to comply with this regulation will result in a forfeiture of the entire security deposit.
14. Other than the clubhouse fireplace, stove, oven, and furnace, there are to be no open flames, smoldering materials, candles, or items that produce smoke anywhere within the clubhouse or outside on clubhouse property. There will be zero tolerance for any burning materials during rentals, and failure to comply with this rule will result in complete forfeiture of the entire security deposit and cancellation of any recurring rental contract.  
\_\_\_\_\_ (initial)
15. Renter agrees to comply with all local, state, and federal laws while on clubhouse property.
16. Renter is to monitor all children during the event both inside and outside the clubhouse.
17. The Renter is to assure no damage is done to exterior of clubhouse, grounds or gardens.

**In the event the above conditions are not observed, all or part of your security deposit will be retained. It is expressly understood that if damage to the Clubhouse exceeds your deposit, you will be responsible for the full cost of replacement or repair for any damage and a claim may be filed against your insurance provider.**

\_\_\_\_\_ (initial)

**Loss, damage or injury to Renter's Party:**

The Club is not responsible for loss, damage, or injuries to the Renter's party. The Club shall not be responsible for any loss, damage, or injury to any person or property before, during, or after use of the Clubhouse by Renter or Renter's guests.

The Club will not be responsible for personal property or effects of any kind brought into the building or the grounds by the Renter or the Renter's guests. All items left after an event will be disposed of at the discretion of the Club.  
\_\_\_\_\_ (initial)



**CLUBHOUSE NOISE ADDENDUM TO CLUBHOUSE RENTAL**

**ANY NOISE COMPLAINTS FROM THE NEIGHBORS COULD RESULT IN COMPLETE FORFEITURE OF YOUR SECURITY DEPOSIT – NO EXCEPTIONS**

Music is permitted only inside the clubhouse with the windows and doors closed as long as it is not audible outside. No music is permitted after 10:00 PM.

No loud conversation, music, boisterous behavior, or other noisy activities outside the Clubhouse or in the parking lot. Please remember that the clubhouse neighbors’ bedroom windows are only a few feet away from the clubhouse.

**IF YOU CAN HEAR IT OUTSIDE IT IS TOO LOUD.**

If you open any windows or doors during your event, please walk outside and listen to gauge whether the noise can be heard outside.

Renter agrees to monitor sound to assure that it cannot be heard outside and that all amplification of sound will be ended by 10:00 pm on the date of the event.

\_\_\_\_\_ (initial)

If your noise is excessive and/or your guests’ behavior is deemed inappropriate, the police may be called and your party will be ended immediately, your security deposit will be completely forfeited, and additional fees or fines may be levied on you.

Renter understands that the entire security deposit is at risk in the event that there are any noise complaints from the neighbors, either to the MPIC board members or Rental Agent, or if the police are called. Further, the renter agrees to pay for any additional fines or fees from noise complaints stemming from their event.

**I understand and accept these noise provisions.** \_\_\_\_\_ (initial)

**Renter must complete and sign one of the two sections below.**

**NO AMPLIFIED MUSIC OR SOUND WILL BE USED DURING THIS EVENT.**

Renter declares that no amplification of music or sound of any kind will be used in the Clubhouse during the rental event(s) on:

\_\_\_\_\_ signature  
date

**AMPLIFIED MUSIC OR SOUND WILL BE USED DURING EVENT**

Renter declares that amplified music or sound WILL be used during the event at the clubhouse.

\_\_\_\_\_ signature  
date

## **CLUBHOUSE CLEAN-UP LIST**

### **KITCHEN**

- \_\_\_ All food removed
- \_\_\_ Counter tops, sink, stove, oven and cupboards cleaned and wiped of all spills
- \_\_\_ All utensils, dishes, coffee makers, etc. cleaned and put away
- \_\_\_ Floor swept and mopped as needed with linoleum floor mop with cleaner provided
- \_\_\_ Refrigerator and freezer emptied of food and ice, and wiped of all spills
- \_\_\_ Trash cans emptied and new liners applied \*
- \_\_\_ Refrigerator turned to lowest setting (1)
- \_\_\_ All lights turned off
- \_\_\_ Windows locked

### **STAGE**

- \_\_\_ Stage and backstage areas cleared of trash and decorations.
- \_\_\_ Floor swept, spills cleaned-up and mopped as needed with wood floor cleaner
- \_\_\_ Lights turned off
- \_\_\_ Stage curtains closed

### **FOYER AND MAIN HALL**

- \_\_\_ All chairs stacked upright, neatly in the coat room.
- \_\_\_ Bridge tables folded and stacked in coat room.
- \_\_\_ Large tables cleaned folded and placed in main hall along **wall to right of fireplace under window. Standing cocktail tables cleaned and placed by stage.**
- \_\_\_ Floors swept of all debris and spills wiped up and mopped as needed using wood floor mop and cleaner provided in coat closet.
- \_\_\_ All decorations (including balloons) removed.
- \_\_\_ Trash emptied into appropriate (compost, recycle, or trash) outside bins, new liners applied.
- \_\_\_ Back door and all windows locked
- \_\_\_ Thermostat turned off
- \_\_\_ All lights turned off
- \_\_\_ Fireplace turned off

### **RESTROOMS**

- \_\_\_ **Trash disposed** of in appropriate trash receptacle outside, and new trash lines applied
- \_\_\_ Floors swept of all debris spills wiped up. Mop if necessary using linoleum floor mop and cleaner provided.
- \_\_\_ All decorations removed
- \_\_\_ Windows locked

### **TRASH, GROUNDS**

- \_\_\_ All litter disposed of in trash and ashtrays emptied of butts.

**If trash does not fit in the appropriate trash bin, the renter is responsible removing excess trash from the Clubhouse property and grounds. Do not leave trash bags beside the trash containers.**

**Exception:** If the bins are 50-100% full prior to the start of the event, trash bags that will not fit in the bin, up to a limit of 3 bags, may be tightly closed and left atop or aside the black or blue bins.

**The Renter agrees to complete all items on the Clubhouse Cleanup List.** \_\_\_\_\_ **(initial)**