



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:
Start Time: _____ End Time: _____
Brief description of event:
of intended guests*:

*max. occupancy is 80 dining/100 assembly

Name of individual (on contract), age 21 years or older, who will be present at event and responsible for carrying out all aspects of this contract. If co-hosts are named, one name needs to match the insurance certificate provided by the Renter.

Name:
Phone:
Email:
Address:

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 the event or the event will be cancelled.

Rental deposits and fees are payable through our website at www.miralomapark.org or by check made payable to the Miraloma Park Improvement Club. Please communicate with the Rental Manager regarding payment details.

<i>Security Deposit</i>	\$
<i>Rental Fee</i>	\$
<i>Cleaning Fee (if applicable)</i>	
TOTAL	\$



Approval of Agreement

Approval of this application is given at the discretion of the Clubhouse Rental Manager and the Board of the Miraloma Park Improvement Club. If the agreement is not approved, all monies shall be promptly refunded.

This rental contract can be terminated by either party, at any time, for any reason, with 14 days written notice. Note that the Club will cancel this contract and cancel any scheduled events if any of the agreed to terms above are not met. The Club reserves the right to determine whether the above terms were met to its satisfaction and reserves the right to refuse service.

Renter agrees to indemnify, hold harmless, and defend MPIC from any liability for injury to or death or 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 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.

By signing below, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date written.

_____ DATE: _____ RENTER (signature)

_____ DATE: _____ MPIC RENTAL AGENT

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)



Liability and Property Damage Insurance Certificate

It is required that the Renter obtains 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.

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

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: _____

LOSS, DAMAGE, OR INJURY TO THE 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 USAGE POLICIES

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 trash cans, cleaning supplies and products. All appliances and lights are to be in working order.

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. a. 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.
- 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 reheating cooked food items.
- 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.
- 5. The fireplace is gas controlled. Do not burn wood or any other materials in the fireplace.
- 6. 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.
- 7. Renter should take care to lift furniture when moving it as sliding the furniture may cause damage to the hardwood floors.
- 8. 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.
- 9. 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.
- 10. 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. Failure to comply will result in complete forfeiture of the entire security deposit.
- 11. Renter agrees to comply with all local, state, and federal laws while on clubhouse property.
- 12. Any damage to the interior of the clubhouse (floors, walls, fixtures) or exterior (grounds, gardens) will result in the loss of all or part of the 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.

Renter has read and agreed to abide by the above responsibilities (check box).

Initial: _____



HEALTH DEPARTMENT REGULATIONS

Rental of the MPIC Clubhouse includes abiding by all current local Health Department Ordinances that are in effect. Adherence to health ordinances is the responsibility of the renter and their guests or members.

Initial: _____

ALCOHOL USE AGREEMENT

Serving alcohol to persons of age twenty-one (21) and older is permitted at Clubhouse events ONLY if the renter assumes all responsibility and liability for his/her guests' intake. Serving alcohol to persons less than twenty-one years of age is illegal at all times and the renter is responsible for monitoring all guests to assure that no guest less than twenty one (21) years of age is consuming alcohol.

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

ALCOHOL-FREE EVENT(S)

Renter declares that no alcoholic beverages, including but not limited to beer, wine, and spirits, will be brought to or served at the Clubhouse during the rental event(s) on:

Date: _____ Signature: _____

EVENT(S) WHERE ALCOHOL WILL BE AVAILABLE

Renter declares that alcoholic beverages, including but not limited to beer, wine, and spirits, will be brought into or served at the clubhouse during the rental event(s) on the date below. Renter agrees to assume all responsibility for event guests including monitoring alcohol consumption to assure that no guest under the age of twenty-one (21) is consuming alcohol and that no guest is excessively consuming alcohol. In addition, Renter assumes all responsibility and liability to assure guests' safe transport home after the event in which alcohol is served, and Renter agrees to indemnify and hold harmless the Club from any liabilities arising from alcohol consumption at the Renter's event.

Date: _____ Signature: _____



CLUBHOUSE NOISE

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.

Keep loud conversation, music, boisterous behavior, or other noisy activities outside the Clubhouse or in the parking lot to a minimum.

If windows or doors are opened during your event, please walk outside and gauge whether the noise can be heard by neighbors on Del Vale.

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.

Initial: _____

Renter must complete and sign ONE of the two sections below:

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

Date: _____ Signature: _____

Renter declares that **amplified music or sound WILL** be used in the Clubhouse during the rental event(s) on:

Date: _____ Signature: _____



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, liners replaced
- 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**
- 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, liners replaced
- Side entrance door and all windows locked
- All lights turned off
- Fireplace turned off

RESTROOMS

- Trash disposed of in appropriate trash receptacle outside, liners replaced
Floors swept of all debris spills wiped up
- Mop if necessary using linoleum floor mop and cleaner provided
- Windows closed and locked

***If trash does not fit in the appropriate trash bin, the renter is responsible for 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.

Initial: _____