

ONE DAY SITE RENTAL AGREEMENT

THIS ONE DAY SITE RENTAL AGREEMENT, hereinafter referred to as "Agreement," is made and entered into by and between the SOUTH SANTA CLARA VALLEY MEMORIAL DISTRICT, a California special district, hereinafter referred to as "District," and **NAME** hereinafter referred to as "Renter."

RECITALS

1. District is the owner of the parcel of real property located at 74 W. 6th Street, Gilroy, CA (the "Site").
2. Renter desires to rent a portion of the Site for a **EVENT** NOW, THEREFORE, as full and complete consideration of the covenants and agreements hereinafter set forth, District and Renter agree as follows:

AGREEMENT

- A. PREMISES:** District hereby rents to Renter and Renter hereby rents from District the main hall, dining room, outdoor BBQ area, tables and chairs, hereinafter referred to as "Premises" **on DATE from TIME**. You are allowed 2 hours prior to event for setup and 1 hour after for cleanup. Prior day setup (\$50.00/hour).
- B. COMPLIANCE WITH GOVERNMENTAL REGULATIONS:** Renter shall, at Renter's expense, faithfully observe and comply with all Municipal, State and Federal statutes, rules, regulations, ordinances, requirements, and orders (collectively referred to as "Rules"), now in force or which may hereafter be in force pertaining to the Premises or Renter's use thereof. The judgment of any court of competent jurisdiction, or the admission of Renter in any action or proceeding against Renter, whether District be a party thereto or not, that Renter has violated any Rules shall be conclusive proof of that fact as between District and Renter.
- C. LIMITATIONS ON USE OF PREMISES:**
 1. **No alcoholic beverages may be brought onto the premises.** All such beverages must be purchased at the Gilroy Veterans Memorial Bar, which is located inside of the Memorial Building (Vets Hall). **Renter must email the Bar to coordinate hours of operations for their event: gilroyvetsclub@gmail.com.** The Bar is only available only during the event hours and not during setup or cleanup time. The Bar will give last-call 60 minutes before the end of the rental, and in no case will last-call be later than 10pm. When the event has reached it time limit, the Bar returns to a private club.
 2. The Gilroy Veterans Memorial Bar Council reserves the right to refuse service of alcoholic beverages to any person in attendance for any reason. All guests must have in their possession a valid identification to consume alcoholic beverages. In accordance with California State law, no person under 21 years of age or obviously intoxicated will be served alcohol. Any violation of the California Alcohol Beverage Laws or the District's Alcohol Policy will be asked to leave the facility.
 3. The District or its agents reserves the right to remove anyone from the Premises in the event they are found to be intoxicated, in possession of drugs or drug paraphernalia, carrying any sort of weapon (gun, knife, etc.) or causing or participating in any verbal or physical altercations.
 4. Nothing may be affixed to the walls, windows, lights, ceilings, furniture, fixtures or any other property unless approved prior to the function. The following decoration or party favor items are not permitted inside or outside: glitter, liquid bubbles, rice, birdseed, confetti or similar items. Open flame is not permitted whether enclosed in glass or not. The Renter will pay costs of any repair or cleanup needed as a result of unauthorized decorations or party favors.
 5. All personal belongings, including any equipment or furniture rented from an outside agency, must be removed from the building upon completion of the event.

RENTAL FEE: Renter agrees to pay District, as the Rental Fee for the premises, **\$000.00**, which is due 14 days prior to the event date. Renter shall pay a **\$100** deposit at the time of booking the event to hold the

date. The payment is NON-REFUNDABLE if Renter cancels the event less than 72 hours prior to the event. In addition, Renter shall be required to pay for any additional state or local permits that are required for the event. **Payment options:**

Checks made payable to *South Santa Clara Valley Memorial District or SSCVMD*

Mail to: SSCVMD, 74 W. 6th St. Suite A, Gilroy, CA 95020

Online: Payments can also be made online at <https://www.sscvmemorialdistrict.org/pay-rental-online> for a small service fee.

- D. CLEANING FACILITY:** Plastic or linens must be used on tables at all times. At the end of the event, Renter shall clean the Premises and ensure that the condition of the Premises is the same as Renter found the Premises at the beginning of the event. Renter is responsible for cleaning the kitchen if used, including the stove, backsplash and counters. Please pick up all trash, and put it in receptacles outside. If tables and chairs are taken outside, please put them back inside. Renter and its guests and invitees shall not do anything to cause any damage to the Site or the Premises. Renter shall be responsible for any damage caused by Renter or their guests or invitees.
- E. LIABILITY INSURANCE:** It is required to provide a Certificate of Liability Insurance naming the South Santa Clara Valley Memorial District as additional insured in the amount of one million dollars (\$1,000,000). The certificate should state that the policy covers the District as an ADDITIONAL INSURED. The certificate must state the date of the event. The insurance certificate must be delivered to the District Office no later than 15 days prior to the event. Insurance can be obtained through the Renter's homeowner or renters' insurance, online at www.MarkelEventInsurance.com (855-422-5944), www.PrivateEventInsurance.com, www.WebSafe.com, OneDayevent.com or www.EventHelper.com.
- F. LIABILITY AND INDEMNITY:** Renter shall indemnify and hold harmless District, and its agents, employees, partners, shareholders, officers, directors, invitees, and independent contractors (collectively "Agents") of District against and from any and all claims, liabilities, judgments, costs, demands, causes of action and expenses (including, without limitation, reasonable attorneys' fees) arising from Renter's use of the Premises, Renter's guests or invitees use of the Premises or from any activity done, permitted or suffered by Renter in or about the Premises. If any action or proceeding is brought against District by reason of any such claim, upon notice from District, Renter shall defend the same at Renter's expense by counsel reasonably satisfactory to District. The obligations of Renter and District under this Section F shall survive any termination of this Agreement.
- G. ATTORNEY'S FEES:** In the event any legal action or proceeding, including arbitration and declaratory relief, is commenced for the purpose of enforcing any rights or remedies pursuant to this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorneys' fees, as well as costs of suit, in said action or proceeding, whether or not such action is prosecuted to judgment.
- H. WAIVER:** The waiver of any breach of any term, covenant or condition of this Agreement shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of Rent by District shall not be deemed to be a waiver of any preceding breach by Renter, other than the failure of Renter to pay the particular rental so accepted, regardless of District's knowledge of such preceding breach at the time of acceptance of such Rent. No delay or omission in the exercise of any right or remedy of District on any Default by Renter or in the exercise of any right or remedy of Renter shall impair such a right or remedy or be construed as a waiver. Any waiver by District of any Default must be in writing and shall not be a waiver of any other Default concerning the same or any other provisions of this Agreement.

This Agreement shall be construed and interpreted in accordance with the laws of the State of California. If any provision of this Agreement shall be determined to be illegal or unenforceable, such determination shall not affect any other provision of this Agreement and all such other provisions shall remain in full force and effect.

IN WITNESS WHEREOF, District and Renter have executed this Agreement as of (date): _____

DISTRICT:
SOUTH SANTA CLARA VALLEY
MEMORIAL DISTRICT`

RENTER:

By: _____

By: _____(signature)

Ellen Herrera
Executive Director
SSCV Memorial District

Print Name:
Main Renter Email:
Renter Phone#:
of Guests Expected:

Secondary Renter Name:
Secondary Renter Phone #:
Secondary Renter Email:

- Veteran with proof of service and/or spouse *must be the guest of honor of the event* to receive the discount
- Non-profit with proof of current 501c3 or some other IRS designation for a nonprofit.

For questions regarding this agreement, please call or text 408-842-3838 or email ED@sscvmemorialdistrict.org.

Checks Payable to: *South Santa Clara Valley Memorial District* or *SSCVMD*
Mail to: SSCVMD, 74 W. 6th St. Suite A, Gilroy, CA 95020

Payments can also be made online at <https://www.sscvmemorialdistrict.org/pay-rental-online> for a small service fee.



Special Event Rental Reminders

Alcohol – NO OUTSIDE ALCOHOL. Alcohol purchased in the Bar can be consumed in the back courtyard, but not in the front or side exteriors of the building.

Veterans Club (Bar) – Event guests may purchase drinks from the Bar. Veterans may be present in the Bar during an event, but they will not go into your event area. The pool table and darts are not available during rental events. When the event is over, the Bar returns to a private club and event guests are no longer permitted.

Set Up – Renter is responsible for setting up tables and chairs. Please cover tables with linens or plastic. Please confirm with the building ahead of time to make sure the building is open at the time you plan to set up.

Cleaning Up – The Hall must be returned to its original condition. All trash must be placed in containers provided. Clean kitchen if used – wipe counters, clean spills, wipe out fridge if something leaks. Clean tables and chairs before putting them away. If you take tables and chairs outside, they must be put back inside the hall.

Children – PLEASE SUPERVISE CHILDREN. Do not let children run around or climb onto the BBQ area.

Coffee Pot - We can provide a coffee pot, but we do not provide coffee, cups, etc.

Dishes/Utensils - We do not provide plates, utensils, serving dishes. Renter must provide all the items needed.

Decorations – Only painters' tape or 3M command strips are authorized for use to affix items to the walls, windows, lights, ceiling, furniture or fixtures. **NO SCOTCH TAPE PLEASE. Helium balloons MUST** be tied to strings attached to a weight of some sort. If a balloon string is tangled in the ceiling fans, the renter will pay for the cost of removing it and any repairs to the fan. **Do NOT leave disposable helium tanks. No**

Veterans Hall Specs

Room Capacities: Main Hall-125 dining/267 assembly; Dining Room-54 dining/116 assembly

Table Size	Quantity Available	Recommended linen sizes		Seating Capacity Max
		Standard Drop (24" Round/15" Rec)	Floor Drop	
6ft Round	10	84" or 120" cloth	132" cloth	8-10
6ft Rectangle	5	60"x126"	90"x132"	6-8
8ft Rectangle	25	90"x132" or 1 roll (100ft) of plastic covers 11-12 tables	90"x156"	8-10
Chairs	180			

100-Cup Coffee Maker Instructions:

We only provide the coffee pot. You must provide coffee, cups, creams, sugars, stir sticks, etc.

Safety Precautions:

- Scalding may occur if the lid is removed during the brew cycle.
- Do not place on or near a hot gas or electric burner or in the heated oven.
- Do not use the coffee maker for any other use than brewing coffee or heating water.

Amount of Coffee to Use:

1 cup of brewed coffee = 5 fluid ounces.

Water Level	Strong Cup of Coffee	Mild Cup of Coffee
100 cups	8 cups of grounds	6 ¼ cups of grounds
80 cups	6 ½ cups of grounds	5 cups of grounds
60 cups	5 cups of grounds	4 cups of grounds
40 cups	3 ½ cups of grounds	2 ½ cups of grounds

Operation:

Brew time is approximately 60 minutes for a full batch.

Do NOT put HOT WATER in the coffee pot. Use COLD WATER. *If hot water is used, the internal thermostat will indicate that it's hot and not heat the water.*

Do not make less than 40 or more than 100 cups of coffee at one time.

Wet the coffee basket to help keep small particles from sifting through. Add the measured amount of regular grind coffee directly to the basket; no filter is needed.

To make a good cup of coffee it's recommended that you remove the basket once the perking is done. These machines tend to keep the coffee very hot and cause condensation inside. When the steam cools and drips off the lid it will make the coffee progressively stronger (and bitter) if it passes through the grounds again.

Closing checklist for Renters

Event Name:

Event Date:

- 1) Tables cleaned and placed back on racks (round tables go in storage room)
- 2) Wipe down chairs and place properly on respective racks (*see photos on rack*)
- 3) Podiums should be wiped down and placed back against the wall & easels next to AV black box in from of main hall
- 4) Chairs in front of flags should be straightened out and back in place
- 5) Floors swept (brooms located in storage room)
- 6) Spot Mop if necessary for any spills and/or black scuff marks
- 7) Trash thrown in grey Recology receptacles located outside by BBQ area
- 8) Decorations must be discarded or removed from the building after event
- 9) Replace trash bags in round cans with new ones (ask security for bags)
- 10) Clean coffee pot if used
- 11) Clean/disinfect all areas in the kitchen that were used (cleaning supplies in black kitchen cabinet)
- 12) Check stove and make sure everything is off (if applicable)
- 13) Toss any perishable foods

Employee Printed Name: _____ **Signed Name:** _____

Host/Hostess Printed Name: _____ **Signed Name:** _____