

# Soledad Club

5050 Soledad Road • San Diego, CA 92109

[www.SoledadClub.com](http://www.SoledadClub.com)

Renee Hirsh - Special Event Coordinator  
(858) 405-9734

## **RENTAL AGREEMENT**

The undersigned ("Tenant") hereby agrees with Soledad Club ("Club") as follows:

The Tenant hereby rents from the Club the use and occupancy of the building ("Premises") at 5050 Soledad Road, San Diego, California 92109 for \_\_\_\_\_ [purpose of use] ("Event"), to be held on \_\_\_\_\_ [date] from \_\_\_\_\_ [time period]. The Premises shall only be available for use and occupancy during the time period(s) and at the rental rates set forth below.

Tenant shall obtain and maintain in full force and effect for the Event, at Tenant's cost and expense, with one or more insurance carriers licensed to do business in California that have a financial rating of at least A-VII as set forth in the most current issue of "Best's Insurance Guide," a general liability insurance policy, broad form property damage and personal injury, which names Tenant as and insured, and Club as an additional insured. Tenant shall provide Club with a certificate of the foregoing insurance policy.

Tenant agrees that Tenant and Tenant's vendors, guests and invitees shall comply with all applicable local, state and federal laws, ordinances, rules, and regulations as they pertain to the Event.

Any prevention, delay, or stoppage of the Event due to Force Majeure will excuse the performance by Club of this Rental Agreement. (Acts of God, strikes, and causes beyond the Club's control.

If Tenant or Club brings any action for any relief against the other arising out of this Rental Agreement, the losing party will pay the successful party a reasonable sum for attorneys' fees.

This Rental Agreement is governed by the laws of the State of California.

This Rental Agreement and the Rules set forth below constitute the entire agreement between Club and Tenant, and supersede any prior or contemporaneous written or oral agreements, representations, or warranties between them, regarding the subject matter of this Rental Agreement. There are no representations, warranties, agreements, arrangements or understandings, oral or written, between Club and Tenant regard the subject matter of this Rental Agreement that are not fully expressed in this Rental Agreement.

The Tenant agrees to indemnify and hold the Club, its successor, assigns, agents, members, officers, directors, shareholders, employees, contractors, and affiliates harmless from any and all liabilities, costs, claims, demands, suits, actions, proceedings, expenses, damages, losses, judgments, fines, fees, penalties, interest, obligations, and liabilities, including reasonable attorney's fees incurred, or to which the Club becomes subject, in connection with, or as a result of the Tenant's use and occupancy of the Premises, including, but not limited to, any act or omission associated with the use, service or consumption of alcoholic beverages. The Tenant is solely responsible for all Vendors and their employees hired by the Tenant, friends, family members and guests and for any damage caused by same.

## **RULES**

1. Hard liquor, wine, champagne and beer are allowed. NO BEVERAGES OR GLASS ALLOWED IN THE PARKING LOT. A licensed caterer or bartender must serve alcoholic beverages. Bar setups are only allowed on the outside patio. No ice chests or containers allowed on the hardwood floors. No alcoholic beverages served after 9:30. No shots of alcohol allowed.
2. Your event must end by 10:00 p.m.; the Premises must be vacated no later than 11:00 p.m.
3. All vendors, equipment, rentals, and personal items must be removed by 11:00 p.m. If not, overtime charges of \$50/hr. may apply.
4. All vendors must use the back parking lot entrance for loading and unloading.
5. Our non-commercial kitchen facilities are available. If used, please leave it in the condition you found it.
6. Our facility is not air-conditioned but usually it is not an issue because we have a beautiful ocean breeze and ceiling fans.
7. Candles in hurricane lamps and votive candles are allowed.
8. No smoking is allowed within 20 feet of the building.
9. Music and/or entertainment noise levels, including microphones, must not exceed 60 db from 8:00 a.m. to 7:00 p.m., and 55 db from 7:00 p.m. to 9:30 p.m., according to City Codes. Last song must start no later than 9:30 p.m.
10. Music must be inside the building only. Exception for ceremonial music only.
11. A security guard may be on the premises during the last few hours of your event. A walk-thru will be done to ensure that there are no damages to the facility including broken glass or trash on the property.
12. No nails are allowed on any surface, inside or outside the building. Decorations may be hung on the inside walls with masking or adhesive tape. All decorations, including the tape, must be removed on the day of your event.
13. The Club cannot be responsible for items owned or rented by the Tenant or their guests.
14. All trash must be removed from the Premises. Vendors may not use our dumpster or charges may be applied.
15. A list of vendors, contact information, floor plan and timeline must be submitted to the Club two weeks prior to your event. Vendors must provide proof of Liability Insurance.
16. Upon request, we will provide you with a list of preferred vendors. You may use your own licensed vendors of choice.
17. Vendors are responsible for knowing and complying with all of the Soledad Club's rules and regulations.
18. Use of confetti, rice, birdseed, bubbles, rose petals or glitter is prohibited. Ice sculptures by written permission only.
19. A \$300.00 processing fee will be retained if the rental agreement is cancelled. There is no refund of the deposit if canceled within 60 days of your event, unless the Premises are re-rented.
20. The Renter shall leave the premises, equipment, furnishings and plumbing of the Club in the same condition and repair as received: in a clean, neat and orderly manner. The Renter is responsible for any damage or repairs needed after the event. The Soledad Club may make repairs necessary to the premises, equipment, plumbing or furnishings to restore them to their condition at the time of rental and charge for such repairs.

### **FORFEITURE OF ALL OR PART OF THE SECURITY DEPOSIT WILL RESULT FROM NON-COMPLIANCE WITH ANY OF THE FOLLOWING:**

- All rules must be strictly adhered to.
- The Premises must be left in satisfactory condition. If the Premises require more than "ordinary" cleaning (vacuum and/or mop floors, clean the bathrooms) the Tenant will be charged for additional cleaning services.

**TERMS**

Rental fee: \$  
Refundable damage/security deposit: \$ 1,000 (check will be cashed)  
Total: \$

\$\_\_\_\_\_ (50% of the rental fee is due to confirm your event date.)

Damage/security deposit and remainder rental fee balance is due 60 days prior to your event. A late fee of \$100 will apply.

Mail all signed contracts and reservation deposits to: to Renee Hirsh, 4157 Mars Way La Mesa, CA. 91941. All final payments due two months before event, mail to: Soledad Club, 5050 Soledad Road, San Diego, CA 92109 . **All checks must be made out to Soledad Club.**

Tenant Name: \_\_\_\_\_ Event Date: \_\_\_\_\_

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

E mail: \_\_\_\_\_ Home Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Name of relative not living with you: \_\_\_\_\_ Phone: \_\_\_\_\_

Type of Event: \_\_\_\_\_ Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_

Tenant signature: \_\_\_\_\_ Date \_\_\_\_\_

Rental Agent Signature: \_\_\_\_\_ Date: \_\_\_\_\_

If applicable, will your wedding ceremony be on the Soledad Club premises? \_\_\_\_\_

**Vendor Contacts**

Please specify phone number and arrival time.

Caterer \_\_\_\_\_ DJ \_\_\_\_\_

Photographer \_\_\_\_\_ Rentals \_\_\_\_\_

Address for damage / security deposit refund:

\_\_\_\_\_

How did you year about the Soledad Club? \_\_\_\_\_

## Soledad Club: Rules for Caterers

### Caterer

Current certification of comprehensive liability insurance, current health permit, business license, and a signed copy of the caterers rules must be on file 30 days prior to event.

### Beverage Service

No shots allowed. All alcoholic beverages must be served from the bar. Bar must be set up out on the deck. Alcoholic beverages must end One half hour prior to the end of the client's contract time. No glass or alcoholic beverages allowed in the parking lot.

### Food Service

The kitchen can be used for warming, refrigerating, and serving food only. No deep frying is allowed inside. Food service must end 30 minutes prior to end of the client's contract time. A caterer's kitchen area should be set up in the back parking lot under a popped tent.

### Cleanup

Caterers must supply all cleaning materials, dish soaps, cleansers, paper or cloth towels, trash can liners, and bags. The kitchen must be left in the same state as it was found. Left over ice should be dumped in the bushes near the flag pole. Sink stovetop, oven, refrigerator, freezer, and counter tops must be wiped down.

All rental items must be picked up by 10 pm. All rentals and equipment must be removed immediately following the event or a \$50 will be charged.

### Trash

All refuse must be bagged and removed by the caterer immediately following the event. A \$50 per bag fee will be charged for any trash left at the clubhouse. There is no trash service available. **NO TRASH CANS ARE PROVIDED BY THE CLUB.**

### Remote Controls

The Soledad Club has four remote controls for the ceiling fans; feel free to adjust the speeds as necessary. You will be responsible to account for all four remotes at the end of the event or a \$50 dollar replacement fee per remote will be charged.

### Keys

The key to the front door placed back in the lockbox. A \$50 replacement fee will be charged if missing.

Caterers or professional service staff will not leave the premises until the last of the guest have departed and the entire facility has been inspected by the manager.

---

Caterer's Signature

---

Date

---

Event Organizer's Signature

---

Date

---

Agent's Signature

---

Date