

**SAMPLE CONTRACT - SAMPLE CONTRACT - SAMPLE CONTRACT**



**MARINA VILLAGE**  
**SPECIAL EVENTS CONTRACT**

CLIENT#: ABC01A

Smith/Jones Wedding  
1936 Quivira Way  
San Diego, CA 92109

Susie Smith  
CLIENT

619-222-1620  
TELEPHONE NUMBER

619-222-1732  
ALT. TELEPHONE NUMBER

August 13, 2008  
DATE OF FUNCTION

7:00pm-12:00am  
FUNCTION TIME

CHARGES: \$2,250.00 for the rental of Sunset Room for the five (5) hours specified above, not including set-up and necessary clean up periods. Additional hours will be billed to the CLIENT at \$200.00 per hour (increments of one hour for periods of 15 - 60 minutes). Client will be afforded the opportunity to extend the event, the day of the event, provided all of the terms and conditions of the contract are met and extension does not go beyond 12:00 AM. Marina Village ("CENTER") recommends to Client that music and the service of food and beverages terminate 30 minutes prior to the planned conclusion of the event in order to facilitate the orderly completion of the event prior to the contracted deadline.

The fee for room rental will include tables, chairs, standard size dance floor, and room set up for the recommended room occupancy. Special equipment requirements other than Marina Village inventory selection are available for an additional rental fee. Folding chairs should not be used for people of exceptional weight or stature. Additional charges will be based on the number of people being seated above the recommended room occupancy at the rate of \$3.50 per chair arrangement. In no case shall occupancy exceed posted occupancy limitations as defined by the San Diego City Building Department. In the event the attendance to the event exceeds the represented event size in the application or the legal capacity of the room, CLIENT will be in default and the CENTER has the right to immediately terminate the remainder of the event. The CLIENT agrees to contain the party to the confines of the room that has been rented. In no event shall the party be allowed to spill over into the common areas. The common areas are reserved for pedestrian traffic to and from the rooms to parking, boardwalk, and public restrooms only.

To best accommodate all set-up requests, the final arrangement must be confirmed with the Center no less than three (3) working days prior to the event date. Should any changes to the room set-up occur after the room is set, an additional labor charge will be incurred at the rate of \$25.00 per hour, minimum one (1) hour charge.

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Fifty percent (50%) of the room rental in the amount of \$1,125.00 is required, as initial payment, with signed agreement. The remaining portion of the room rental plus the other charges will become due and payable no later than sixty (60) calendar days prior to the function. The damage deposit is due 30 days prior to the event. Any payments less than 30 days of the event will be cash or accepted bank card. All credit card payments that are completed without the presence of the cardholder or card must be accompanied by a signed authorization form. Failure to provide the additional deposit is considered an automatic cancellation by the CLIENT. All changes to the contract or cancellations must be in writing (letter or facsimile) and signed by the Client or their authorized agent, except failure to make deposits on time. Changes are not an amendment to this contract unless signed by the Center's agent.

**CANCELLATION POLICY:** In the event the CLIENT should cancel this contract within 72 hours of signing the contract, CLIENT agrees to pay CENTER one hundred dollars (\$100.00) administration fee, to be deducted from the CLIENT'S deposit. In the event CENTER cancels the contract within the first 72 hours, then the CLIENT'S deposit will be fully refunded. Should either party cancel this event after seventy-two hours (following execution of this contract) liquidated damages shall be paid by the canceling party to the non-canceling party at the time of the cancellation. This amount is agreed not to constitute a penalty. Payment due as a result of cancellation of the contract under this provision shall be made by the canceling party to the non-canceling party at the time the contract is canceled by written notice in accordance with the following schedule: 1) cancellation date is ninety (90) days or more calendar days prior to the date of the function, 25% of the total room rental charges; 2) cancellation date less than ninety (90) calendar days but greater than 60 calendar days from the date of the function, 50% of the total room rental charges; 3) cancellation 60 calendar days or less prior to the date of the function, 100% of the total room rental charges. If the CLIENT requests to change the date or room location of their event, CENTER at its sole discretion can approve such change. If CENTER can't accommodate CLIENT with the change request, CLIENT then must comply with the terms and conditions of this contract. If the CENTER can accommodate the change, the charges will be increased accordingly, but in no case will the charges be reduced or the due dates delayed for pre-payment of deposits. In the event an earlier date is accepted, then the due dates for deposits will be accelerated to match the earlier due date. Failure to pay deposits on time will result in CLIENT default and this default results in automatic cancellation of the event, subject to liquidated damages payable by CLIENT to Center as defined in this contract.

A \$400.00 security/damage deposit is also due and payable no later than thirty (30) calendar days prior to the function. It is agreed that any additional charges incurred during the function will be deducted from this deposit prior to a refund to the CLIENT. If no charges are incurred during the function and there is no damage to the room or its contents, the entire damage deposit will be refunded within ten business days of the event. CLIENT agrees to pay a \$25.00 service charge for all returned checks.

CENTER reserves the right to collect from CLIENT any charges and/or damages not covered by the security deposit incurred by CLIENT's use of the room.

**CONDITIONS:** CLIENT represents that the event is hosted by CLIENT. CLIENT represents there is no cover charge or that tickets for the event are not sold. In the event CENTER discovers CLIENT has sold tickets to the event, CLIENT agrees to pay CENTER fifteen percent (15%) of all gross sales associated with the event as additional rent to the fees outlined in this agreement. CLIENT represents that he/she is not representing, either partially or wholly, a fraternity or

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sorority of a college or university (defined as 5 or more attendees which belong to a fraternity or sorority). CLIENT represents that all guests are known by CLIENT and that open invitations to unknown or non-affiliated invitees will not be issued. If the event is associated with an affiliation (club, company, team, etc.), the affiliation will be named on the application. In the event that

CLIENT misrepresents the purpose of party or event, violates the provisions of this paragraph, CENTER has the unilateral right to cancel / terminate party and CLIENT would be the liable party for cancellation fees as previously stated. If the event is canceled within seven days of or during the event for failure to comply with the conditions of this agreement, CLIENT agrees to the fact that CENTER has earned its fee for rental of the room and equipment.

Client may have access to the room to decorate beginning at 9:00am on event day, however, the room may not be completely prepared or released for the event by CENTER until two hours before the scheduled event. Functions are not allowed to continue past 12:00 a.m.

All Bars must be "hosted". Any sale of liquor must be covered by a liquor license and appropriate liquor liability insurance, a copy of which must be submitted to Marina Village Conference Center 30 days prior to the event. If alcohol is served it must be accompanied by a reasonable offering of food. The determination of "reasonable" is solely at the discretion of Marina Village.

Any CLIENT who rents the BAJA Room must use RANCH Catering. No Exceptions.

Rental of the Sunset Room is for the upstairs portion only. The stairs and restrooms are shared facilities with events that may be concurrently scheduled in the main floor area. In the event the main floor is not booked, it may be available as a pre-reception area. Please check with the staff within 7 days of the event.

Decorations must comply with the fire ordinances and may not be fastened to the walls with thumb tacks, nails or staples. Pushpins and masking tape are permitted. Smoking is prohibited inside the party room.

The use of confetti, rice or bird seed is prohibited in the room or on the grounds. All trash, decorations, or other debris must be moved from the room and placed in the dumpsters immediately following the completion of the function. CLIENT provides their own trash liners. Any labor required by Marina Village personnel to clean the room or grounds will be done so at a charge of \$25.00 per labor hour. Please see Exhibit "A" for a description of items that our staff will be considering when evaluating the cleanliness of the room. A location map of the dumpsters (marked by an "X") is included on Exhibit "A".

If CLIENT wishes to utilize the grounds for an outdoors ceremony a separate written "Lawn Agreement" must be executed by CLIENT and CENTER. Any use of the common areas outside the confines of the room rented are prohibited unless specifically rented in addition to the room assigned in this agreement.

If CLIENT borrows and fails to return any and all keys for the above room within 12 hours of the scheduled completion of the event, the room will be re-keyed at client's sole expense. An amount of \$200.00 will be deducted from the security deposit to complete the re-keying.

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CLIENT AGREES TO THE FOLLOWING: The suite and surrounding grounds are accepted "as is" and by execution of this Agreement and taking possession of the suite, CLIENT shall be deemed to have accepted the suite as being in acceptable order, condition and repair. CLIENT should submit a list of discrepancies to CENTER prior to the commencement of the event. CENTER and CLIENT agree that not all buildings and grounds of Marina Village are accessible to disabled persons, and that CENTER shall bear no responsibility for ensuring that its buildings and areas are accessible to disabled persons. CLIENT agrees to inspect subject room prior to or within 72 hours of signing contract to ensure suitability of the room for the planned event and the anticipated guests or supporting equipment. CLIENT is advised that the second story rooms and seating areas are not serviced by elevators and some of the rooms require the use of public restroom facilities.

CLIENT shall indemnify, defend, and hold CENTER harmless from and against any and all damages, losses, claims, judgments and costs (including attorneys fees), unless caused solely by gross negligence or willful misconduct by CENTER's officers, employees, agents or contractors, arising from (a) CLIENT's use of the suite and grounds, or (b) from CLIENT's activities in the suite or on the grounds, or (c) from anything done, permitted or suffered by CLIENT in the suite or on the grounds, or (d) from CLIENT's failure to observe or perform any agreement or promise under this Agreement.

CLIENT agrees to be responsible for any damage done by the CLIENT, his/her guests, invitees, employees, independent contractors, or other agents under the CLIENT's control. The CENTER will not assume or accept responsibility for conditions beyond the control of the CENTER or damage to or loss of any merchandise or articles left in the room prior to, during, or following the CLIENT's function.

Alcoholic beverages shall not be consumed by anyone under 21 years of age. In accordance with City Ordinance 56.54 alcoholic beverages must be consumed within the premises. Any violations of this law would threaten the potential liabilities of the CENTER and therefore is grounds, within the sole and absolute discretion of the CENTER, for terminating this Contract without notice and without a refund to the CLIENT. CLIENT shall assure that no conduct or activities in the suite violates any ordinance or law.

CENTER provides on-site staff and on occasion, additional security personnel. In the event the CLIENT requires assistance, CLIENT agrees to notify the staff or security personnel of their specific needs so they can be addressed as soon as possible. If CLIENT, in their judgment, feels that additional dedicated security is necessary to control access to their event or assist with the execution of their event, CLIENT should request additional services, which CENTER will assign to their event at Center's current cost. CLIENT will be responsible for providing CENTER with written instructions for specific security requirements. In event of an emergency that requires fire, police or emergency medical personnel, CLIENT agrees to call 911 immediately. In these cases, CENTER would act in the same manner and the emergency response may be unduly delayed if CLIENT delays. CENTER's security personnel are not trained or qualified to administer emergency services. On-Site staff may be located at the office during business hours (619-222-1620) or after hours at (619) 666-5418 (primary) or (619) 778-6415 (secondary).

CENTER reserves the right to cancel this Agreement at any time, with or without notice, in the event that any term, condition or promise in this Agreement has been or is being violated. In

