


Conference Center
MARINA VILLAGE
SPECIAL EVENTS CONTRACT

CLIENT #: ALL06E

Allday/Hemel
EVENT

Jennifer Allday
CLIENT

CLIENT ADDRESS:
1936 Quivira Way
San Diego, CA 92109

619-222-1620
TELEPHONE 1

619-222-0634
TELEPHONE 2

June 9, 2012- Saturday
DATE OF FUNCTION

In Accordance With Attachment "B"
TIME OF FUNCTION

Once CLIENT signs and returns this Special Events Contract ("Contract") to SCPT Marina Village, LLC, a Delaware limited liability company ("CENTER"), along with the required event deposit specified below, CLIENT's reservation will be confirmed and considered a definite booking of the room at Marina Village, 1936 Quivira Way, San Diego, CA 92109 ("Marina Village") commonly referred to as **Bayview Room** (the "Event Room") at the cost of **\$2400.00** (the "Fee") for the five (5) hour period commencing at the time specified above.

FEES & CHARGES

The five-hour period reserved for the event shall not be deemed to include the additional set-up and necessary clean up periods that CENTER will provide to CLIENT. Additional hours utilized by CLIENT for the purposes of the event will be billed to CLIENT at a rate of \$200.00 per hour and shall be billed in 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. 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.

CENTER will provide, at no extra charge, tables, chairs, standard size dance floor, and room set up for the recommended room occupancy. Special equipment not available in CENTER's standard inventory is 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.

Final arrangements 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 and the requested changes are feasible, CLIENT will incur an additional labor charge at the rate of \$40.00 per hour with a minimum one (1) hour charge. CENTER has the sole right to accept or reject requested changes within four (4) hours of the scheduled event time.

OCCUPANCY

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. CLIENT agrees to contain the party to the confines of the room that has been rented. In no event shall the event be allowed to spill over into the common areas of Marina Village. The common areas are reserved for pedestrian traffic to and from the rooms to parking, boardwalk, and public restrooms only.

EVENT DEPOSIT

An event deposit, equal to fifty percent (50%) of the Fee, is required to be paid by CLIENT, as initial payment, at the time the signed Contract is delivered to CENTER in order to reserve the room. The remaining portion of the Fee and any additional charges will become due and payable no later than sixty (60) calendar days prior to the date of the event. The damage deposit set forth below is due thirty (30) days prior to the event. Any payments made less than thirty (30) days in advance of the event will be cash or an 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 balance of the Fee or the additional damage deposit is considered an automatic cancellation by CLIENT.

CANCELLATION POLICY / AMENDMENTS

In the event the CLIENT should cancel this Contract within seventy-two (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 seventy-two (72) hours, then the CLIENT's deposit will be fully refunded. Should either party cancel this event after seventy-two (72) 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 sixty (60) calendar days from the date of the function, 50% of the total room rental charges; 3) cancellation sixty (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.

CENTER reserves the right to cancel this Contract at any time, with or without notice, in the event that any term, condition or promise in this Contract has been or is being violated. In such event, there will be no reimbursement or credit towards any fee previously paid or any fee still owing. If the CENTER brings any action to enforce any of the terms, conditions or promises in this Contract, it shall be entitled to its reasonable attorney's fees incurred in such an action.

All changes to the Contract or cancellations must be in writing (letter or facsimile) and signed by CLIENT or their authorized agent; provided, however, that the requirement that cancellations be in

writing does not apply in the case of CLIENT's failure to make deposits on time. Changes are not an amendment to this Contract unless signed by the CENTER's agent.

SECURITY / DAMAGE DEPOSIT

A \$400.00 security/damage deposit is also due and payable no later than thirty (30) calendar days prior to the function. CLIENT agrees that CENTER shall have no obligation to maintain such deposit in trust or a segregated account. 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 Event Room or its contents, the entire damage deposit will be refunded within ten (10) 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 Event Room.

TERMS & CONDITIONS

By execution of this Contract and conducting the event, CLIENT shall be deemed to have accepted the Event Room in an "as is" condition and as being in acceptable order, condition and repair.

CLIENT represents that the event will be hosted by CLIENT. CLIENT shall have no right to assign this Contract without CENTER's prior written consent, which may be withheld at CENTER's sole option. CLIENT represents that the event will be a private event and will not be open to the public. CLIENT represents that he/she is not representing, either partially or wholly, a fraternity or sorority of a college or university (defined as 5 or more attendees who 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 a club, company, team, etc., the club, company, team, etc. have been 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 the event and CLIENT would be the liable party for cancellation fees as provided in this Contract. If the event is canceled within seven (7) calendar days of or during the event for failure to comply with the conditions of this agreement, CLIENT agrees that CENTER will have earned the entire fee otherwise due for use of the Event Room and equipment.

Subject to the term of this Contract, CLIENT may have access to the Event Room to decorate beginning at 9:00am on the day of the event; provided, however, the Event Room will not be completely prepared or released for the event by CENTER until two hours before the scheduled event. Events are not allowed to continue past 12:00 a.m.

All liquor served during the event must be served at "hosted" bar. Any sale of liquor during the event must be pursuant to a liquor license and appropriate liquor liability insurance, a copy of which must be submitted to CENTER at least thirty (30) days prior to the event. If alcohol is served it must be accompanied by a reasonable offering of food and CLIENT assumes full responsibility for the actions of guests who become intoxicated and shall not allow minors to consume alcohol during the event. The determination of "reasonable" is solely at the discretion of CENTER. CLIENT agrees not to allow anyone under 21 years of age to consume alcoholic beverages in any room or the grounds of Marina Village. 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 agrees to be responsible to ensure that none of its INVITEES engage in any conduct or activities within the Event Room or the grounds of Marina Village that violate any ordinance or law.

If CLIENT intends to engage a caterer for the event and would like to prepare the food on site at Marina Village, CLIENT agrees to provide CENTER with advance notice of this intent and CENTER will use commercially reasonable efforts to determine an acceptable location within Marina Village for such food preparation. CLIENT understands and agrees, however, that CENTER may not be able to accommodate such a request. Additionally, CLIENT understands and acknowledges that the existing kitchens on site are not operational.

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 CENTER staff as to the availability of the main floor area not more than seven calendar (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 any portion of the conference facility.

The use of confetti, rice or bird seed is prohibited in the Event Room reserved for the event or on the grounds. All trash, decorations, or other debris must be moved from the Event Room and placed in the dumpsters immediately following the completion of the event. CLIENT shall provide their own trash liners. Any labor required by CENTER personnel to clean the room or grounds will be done so at a charge of \$40.00 per labor hour. Please see Attachment "A" for a description of items that our staff will be considering when evaluating the cleanliness of the Event Room. A location map of the dumpsters (marked by an "X") is included on Attachment "A".

If CLIENT wishes to utilize the grounds for an outdoors ceremony a separate written "Ceremony Site Contract" must be executed by CLIENT and CENTER. Use of any of the common areas outside the confines of the Event Room is prohibited unless such area has been specifically contracted for in addition to the Event Room.

If CLIENT borrows and fails to return any and all keys for the Event Room within twelve (12) hours of the scheduled completion of the event, the Event 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.

CLIENT acknowledges and agrees that (i) there are a number of rooms at Marina Village at which events are hosted and, as a result, there may be other events that occur at the same time as the event that CLIENT is hosting and CENTER is not responsible for the actions of the invitees at such events, (ii) CLIENT's guests will be restricted to participation in CLIENT's event and shall not be entitled to participate in any other events that may occur during CLIENT's event in another portion of Marina Village, (iii) not all buildings and grounds of Marina Village are accessible to disabled persons, (iv) CENTER shall bear no responsibility for ensuring that its buildings and grounds are accessible to disabled persons, and (v) access to the marina itself is not restricted by a fence.

Neither CENTER nor CENTER's officers, directors, shareholders, trustees, principals, employees, agents, contractors, predecessors, successors and/or assigns (whether disclosed or undisclosed) (collectively referred to herein as the "CENTER PARTIES") shall be liable to CLIENT or to CLIENT's guests, invitees, licensees, agents, employees and/or independent contractors (collectively referred to herein as the "INVITEES"), for any losses, liabilities, obligations, claims, damages, expenses, costs (including without limitation attorneys' fees), penalties or fines (collectively referred to herein as "DAMAGES") incurred in connection with or arising from the fact that any buildings and/or the grounds at Marina Village are not accessible to disabled persons and/or the fact that access to the marina is not controlled.

ACCESS & INDEMNITY

CLIENT acknowledges that Marina Village is located on parklands with full public access. CLIENT takes full responsibility for crowd control.

CLIENT acknowledges being informed, and shall assume full responsibility for informing its INVITEES who may have a need for such information, that rest rooms that are accessible to disabled persons are located in the area identified on Exhibit "B" attached hereto. CLIENT agrees to inspect the Event Room prior to or within 72 hours of signing this Contract to ensure suitability of the Event 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 acknowledges that access to the docks and gangway to the docks is restricted and that its Invitees shall not be granted access to this portion of Marina Village during the event.

CLIENT hereby agrees to indemnify, defend, and hold harmless CENTER and the CENTER PARTIES from and against any and all DAMAGES, unless caused solely by gross negligence or willful misconduct by CENTER's officers, employees, agents or contractors, arising from (a) the use of any room and/or the grounds of Marina Village by CLIENT and/or the INVITEES, or (b) from CLIENT's activities or the activities of the INVITEES in any room and/or on the grounds of Marina Village, including in the waters of the marina, or (c) from anything done, permitted or suffered by CLIENT or the INVITEES in any room or on the grounds of Marina Village, including, but not limited to, activities conducted by any vendor engaged by CLIENT to provide food and beverages, or (d) from CLIENT's failure to observe or perform any agreement or promise under this Contract. This indemnity obligation shall survive the termination of the Contract.

CLIENT agrees to be responsible for any damage done by the CLIENT, the INVITEES, 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.

CENTER provides on-site staff and, reserves the right to provide additional security personnel. CLIENT acknowledges that CENTER is under no obligation to provide security personnel for the event and CENTER shall have no liability hereunder if CENTER does not elect to provide security personnel. If CLIENT wishes to engage additional security personnel, CENTER reserves the right to specify the firm engaged for this purpose. In the event CLIENT requires assistance during its event, CLIENT agrees to notify the staff or security personnel of their specific needs so they can be addressed as soon as possible. CLIENT understands that unless prior arrangements are made, however, there can be no assurance that CENTER will be staffed to provide such assistance. If CLIENT, in their judgment, feels that additional dedicated security will be necessary to control access to their event or assist with the execution of their event, CLIENT should contact CENTER to request such additional services, and CENTER will make arrangements assign appropriate personnel to their event. CLIENT shall be responsible for the cost of such personnel and shall reimburse CENTER therefore 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).

CLIENT agrees that the event shall be of first class quality consistent with the image of Marina Village. For events where a significant portion of the attendees are expected to be under 21-years-of-age, CENTER shall enforce an appropriate dress code. CENTER shall have sole discretion to determine what constitutes proper attire. Attendees who do not comply with the dress code after being requested to do so, will be asked to leave the premises. If it appears uninvited guests are a problem, a responsible family

member or representative of CLIENT shall assist security personnel in identifying bona fide guests, when requested to do so.

If CENTER is required to bring any action to enforce any of the terms, conditions or promises in this Contract, CENTER shall be entitled to reimbursement for its reasonable attorney's fees incurred in such an action.

SUMMARY OF CHARGES

TOTAL ROOM CHARGE:	\$ 2400.00	
DAMAGE DEPOSIT:	\$ 400.00	Due by: May 9, 2012
OTHER/ADD'L CHARGES:	\$ To Be Determined	
TOTAL CHARGE:	\$ 2800.00	
LESS INITIAL PAYMENT:	\$ 1200.00	Due with signed contract
BALANCE DUE:	\$ 1200.00	Due by: April 9, 2012

It is understood by CLIENT that this Contract is tentative and not binding until the initial payment of the event deposit and this signed Contract is received and countersigned by CENTER's representative. Continued room availability is subject to receipt of an executed copy of the Contract and the deposit.

CLIENT:

_____ Date

Print Name: _____

CENTER:

SCPT Marina Village, LLC,
a Delaware limited liability company

By: _____

_____ Date

Title: _____

ATTACHMENT A
Cleaning Waiver and Instructions

MARINA VILLAGE
NIGHT SUPERVISOR (619-666-5418)

When the Marina Village Staff cleans the room following your party, their duties are to break down the tables and chairs, and vacuum/mop. Any refuse that is left by your party that cannot be vacuumed will be cleaned up by our staff at the stated rate of **\$40.00 per man, per hour**, and also at **\$10.00 per bag of trash**. The list of items that our staff will consider in their cleaning includes, but is not limited to:

Decorations: Any decorations left behind (including, but not limited to, balloons, streamers, & centerpieces) will be considered trash, and will be bagged with other trash at \$10.00 per bag.

Rental Furniture: We require that any rental furniture or items not provided by Marina Village be removed by the time the last person leaves for the evening. We will not hold items for pickup the next day, including but not limited to chairs, tables, arches, etc, and will instead consider them in our cleaning charges (of **\$40.00/man/hour**).

Trash: Any further refuse that cannot be vacuumed will be put into bags and removed by our staff. There is a **\$10.00** charge for each bag of trash removed by our staff.

Carpet Damage: Any costs related to removing stains or damage due to burns will be charged back to the client. These charges will include costs for cleaning and repair by outside vendors and/or labor by Marina Village Staff.

Property Damage: Any Marina Village property, which is broken during your party, will be subject to repair at the sole cost to the client.

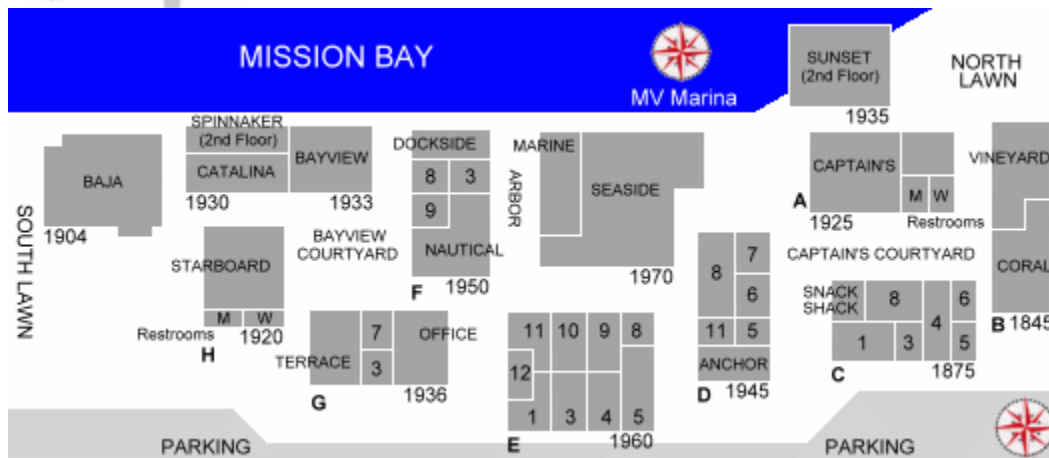
As long as you attend to the above consideration on the same day as your party, you should receive a full return on your entire damage deposit.

Dumpsters: Locations of the dumpsters are marked on the map below by the 'X'. Please put all of your trash in the dumpsters.

The Marina Village Alcohol Policy

As stated in your contract:

"Alcoholic beverages shall not be consumed by anyone under 21 years of age. In accordance with City Ordinance 56.54 alcoholic beverages are not allowed outside on city property and therefore must be consumed inside the room. Violation of this law shall be grounds for immediate termination of this contract, and the event will be shut down without any further notice to the Client.



ATTACHMENT "B"

MARINA VILLAGE EVENT DETAILS FORM

Client is required to fill out & send in this form no later than 2 weeks prior to their event.

CLIENT NAME: _____

DATE OF EVENT: _____

ROOM (AND/OR) LAWN: _____

5 HOUR EVENT TIME: _____

CEREMONY START TIME (IF APPLICABLE): _____

WILL YOU BE EXTENDING YOUR PARTY BEYOND FIVE HOURS ? Y [] N []

(OPTIONAL, BUT NOT TO EXCEED MIDNIGHT) HOW MANY (2 MAX.)? _____

CATERER: _____
(CONTACT OR COMPANY NAME, PHONE NUMBER)

DJ: _____
(CONTACT OR COMPANY NAME, PHONE NUMBER)

MARINA VILLAGE SHOULD MAKE DAMAGE DEPOSIT CHECK PAYABLE TO:

NAME: _____

ADDRESS: _____

CLIENT SIGNATURE: _____

MARINA VILLAGE STAFF SIGNATURE: _____

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You may send this form via mail to : MARINA VILLAGE
1936 Quivira Way, San Diego, CA 92109

You may send this form via fax to : 619-222-0634

Please call ahead if you will be sending this via email.