



## Terms and Conditions for Clubhouse Rentals and Clubhouse Rental Rules

### **Renter will forfeit the security deposit if any of the following rules are violated**

For valuable consideration, the sufficiency of which is acknowledged by \_\_\_\_\_ (hereinafter "Renter"), The Thursday Club ("Owner") and Renter agree to the following terms and conditions for the rental of The Thursday Club premises for Renter's event on \_\_\_\_\_

### **RENTING THE THURSDAY CLUB**

The Clubhouse may be rented only by responsible adults. Commercial ventures are not allowed, including bazaars, classes, or any event that would have an admission charge. No college or youth groups will be permitted. Events will end no later than 9:00pm and guests will depart no later than 9:30pm.

### **CAPACITY**

The Thursday Club has a capacity of 150 for a seated dinner event with a dance floor, 175 without a dance floor. For a standing or theater style seating event, the capacity is 250. The capacity for garden ceremonies is 145 chairs, with additional standing room for 15 on our west balcony.

### **DAY OF COORDINATOR**

The Thursday Club requires all weddings to have a wedding Coordinator. Professional coordinators are experienced at running complicated events with many moving parts. Your Coordinator will maintain the agenda for the rehearsal, ceremony, and reception, as well as be responsible for assisting in set-up and breakdown. The Coordinator is required to be the first vendor on premises and to stay the duration of the event and vendor clean-up. At the conclusion of your event, The Thursday Club venue manager will conduct a final walk-through with your Coordinator to assess any possible damages and/or any excessive clean-up necessary.

### **PAYMENTS**

Fifty percent (50%) of the rental fee and a \$1,000 security deposit are collected when the reservation is made. The balance of the rental fee is collected 90 days before the event. The security deposit is a refundable deposit to cover damages and honor contract time. Should all conditions of the contract be met by Renter, the security deposit will be refunded to Renter within four weeks following the event contracted for, less costs incurred by Renter for special cleaning, breakage, and/or excessive hours over the number of hours hereby contracted for.

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## DÉCOR

To preserve the historical integrity of our facility, **all décor must be free-standing**. Nothing is to be fastened, hung, taped, or stapled to the walls, draperies, stage curtains, plants, garden arbors, railings, or floors. All decor must comply with San Diego Fire Ordinances. Candles are allowed inside but must be protected by a non-flammable container whose top extends at least one inch above the top of the flame. Other types of open flames and fireworks, including sparklers, are not allowed. No fog/haze machines, confetti, birdseed, rice, paper streamers, bubbles, glitter, sand, silly string, small crystals, stones, or similar materials may be used at any time. No substance may be applied to the floor. Use of rose petals (white only, as colored ones will stain the concrete) is permitted in the garden ceremony area and must be picked up immediately after the ceremony.

## FOOD AND BEVERAGE

Food and beverage service must be provided by one of The Thursday Club's Approved Caterers. These Approved Caterers pay a modest fee to the Club to help with the expenses incurred by their use of the facility.

All alcoholic beverages must be served by the caterer's bartending service or a licensed and insured bar service.

While we do allow distilled spirits to be served, we do not allow kegs, shots, or "neat" drinks. No alcoholic beverages served within 30 minutes of the end of the event. If Renter is bringing beverages, all alcohol must be secured as soon as the bar closes so guests do not have access to it. We require a minimum of 2 bartenders when distilled spirits are served.

## CLEAN-UP

All trash must be removed from The Thursday Club premises after an event.

The Renter shall leave the premises, equipment, and furnishings of The Thursday Club in a clean and orderly condition. The Thursday Club may make repairs necessary to the premises, equipment, or furnishings, to restore them to their original condition upon completion of rental, and charge Renter for such repairs or deduct the reasonable cost from the Security Deposit.

## USE OF GARDEN & OTHER SPACES

The garden shall be used for wedding ceremonies only. The garden cannot be rented without a clubhouse rental. The garden area will accommodate 145 chairs, with additional standing room for 15 on our west patio. No flowers or decorations may be attached to the plants or garden arbors. Guests are allowed in garden with food and drink, but no food tables or bars are allowed to be set up in the garden. Music and a microphone are allowed in the Garden for the ceremony. All other cocktail hour / reception music must be inside the clubhouse. Any loud garden activities (such as group games) must end no later than 8:00pm.

Because of our location in a residential neighborhood, **no drones are allowed at any time**.

The Thursday Club kitchen facilities may only be used by one of our Approved Caterers.

Only The Thursday Club Resident Manager is authorized to use equipment belonging to The Thursday Club.

\_\_\_\_\_ Renter's Initials

## REHEARSALS

Renting the clubhouse and garden includes a complimentary hour for a rehearsal. Please contact the Resident Manager no more than 30 days before your event to check availability and schedule a time for your rehearsal.

## CANCELLATIONS / LIQUIDATED DAMAGES / CHANGE OF DATE

Should you find it necessary to cancel your reservation, you must do so in writing. If you cancel 90 days or more in advance, The Thursday Club's remedy for such cancellation shall be to receive and retain your 50% rental fee as liquidated damages, and the security deposit will be refunded. If you cancel less than 90 days in advance, The Thursday Club's remedy shall be to receive and retain the entire rental fee as liquidated damages. THE 50% RENTAL FEE OR THE ENTIRE RENTAL FEE, AS APPLICABLE, SHALL CONSTITUTE LIQUIDATED DAMAGES ASSOCIATED WITH CANCELLATION OF RENTER'S EVENT. THE PARTIES ACKNOWLEDGE AND AGREE THAT IT WOULD BE IMPRACTICABLE OR EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES THAT THE THURSDAY CLUB WOULD INCUR AS A RESULT OF THE CANCELLATION (A BREACH OF RENTER'S OBLIGATIONS TO RENT THE CLUBHOUSE). THE PARTIES AGREE THAT THE 50% RENTAL FEE OR THE ENTIRE RENTAL FEE, AS APPLICABLE, ARE EACH A REASONABLE ESTIMATE OF THE THURSDAY CLUB'S DAMAGES AND SHALL CONSTITUTE LIQUIDATED DAMAGES ASSOCIATED WITH CANCELLATION OF RENTER'S EVENT IN ACCORDANCE CALIFORNIA CIVIL CODE SECTION 1671.

The 50% rental fee or the entire rental fee, as applicable, shall only constitute liquidated damages for Renter's cancellation and breach of its obligation to rent the Clubhouse pursuant to this agreement and shall not limit or impair (i) Renter's obligations which, by the terms of this agreement, expressly survive termination of this agreement, or (ii) The Thursday Club's right to recover attorney's fees and costs if necessary to enforce such obligations or to obtain or retain the security deposit or the entire rental fee, as applicable. **A date change is considered a cancellation.**

Rental of The Thursday Club is contingent upon the ability of The Thursday Club to perform and is subject to acts of God, extreme weather, war or terrorist activity, government regulation, labor disputes, accident, or other causes beyond The Thursday Club's reasonable control. In no event shall The Thursday Club be liable for any damages beyond the refund of the sums paid to The Thursday Club in advance of the Event, should it be impracticable for The Thursday Club to perform due to circumstances beyond its reasonable control.

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**INSURANCE**

At least 60 days prior to the event, Renter must provide Resident Manager with the name and phone number of selected caterer and ensure that all vendors have provided The Thursday Club with a certificate of comprehensive liability insurance (\$1,000,000 per incident) naming “The Thursday Club and The Thursday Club Foundation, located at 1224 Santa Barbara Street, San Diego, CA 92107” as an additional insured. Renter is responsible for ensuring that all subcontracted persons review and comply with The Thursday Club Rules and Conditions.

At least 60 days prior to the event, Renter must provide proof of personal liability insurance of not less than one million dollars per incident. Renter must provide a certificate of insurance naming “The Thursday Club and The Thursday Club Foundation, located at 1224 Santa Barbara Street, San Diego, CA 92107”, as an additional insured on a personal liability insurance policy, for the duration of the rental period, or obtain a Special Events Liability Policy. If alcohol is being served at the event, insurance must include Liquor Liability. Cross-Suits Liability Coverage: Renter’s insurance must provide for coverage of suits between insureds under the policy, with no exclusions of coverage for claims between insureds.

**WAIVER OF LIABILITY**

On behalf of themselves, and their heirs and successors and assigns, the Renter, or any vendors hired by the Renter, hereby waives, releases, and agrees to hold harmless The Thursday Club, or any of its related corporations, foundations, organizations, officers, directors, managers, employees, contractors, representatives, and affiliates, for any and all damages or claims arising from injuries or accidents occurring on The Thursday Club property, excepting only for damages caused by the sole gross negligence or willful misconduct of The Thursday Club.

The Renter is responsible for his or her own property, such as gifts, clothing, and money, and that of his or her guests.

**DEFENSE AND INDEMNITY**

Except for damages caused solely and exclusively by The Thursday Club’s gross negligence or willful misconduct, Renter shall indemnify, protect, defend and hold harmless The Thursday Club, and its affiliates, directors, managers, and agents, from and against any and all claims, and/or damages, liens, judgements, penalties, attorneys’ and consultants’ fees, expenses and/or liabilities arising out of, involving, or in connection with, the use of The Thursday Club premises. If any action or proceeding is brought against The Thursday Club or any of its affiliates, directors, managers, and agents by reason of any of the foregoing matters, Renter shall upon notice defend the same at Renter’s sole expense by counsel reasonably satisfactory to The Thursday Club and The Thursday Club shall cooperate with Renter in such defense. The Thursday Club need not have first paid any such claim in order to be defended or indemnified.

\_\_\_\_\_ Renter’s Initials

