



We and Our Neighbors  
15480 Union Avenue  
San Jose CA 95124

### FACILITY RENTAL AGREEMENT

We and Our Neighbors hereby grants to:

Organization / Name: \_\_\_\_\_

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

City / State / ZIP: \_\_\_\_\_

Telephone: \_\_\_\_\_ Cell: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Alternate contact: \_\_\_\_\_

Telephone: \_\_\_\_\_ Cell: \_\_\_\_\_

E-mail address: \_\_\_\_\_

permission to use the We and Our Neighbors clubhouse facility for the purpose of

\_\_\_\_\_

on the following date(s) and at the following time(s):

Day	Date	Time
_____	_____	_____
_____	_____	_____
_____	_____	_____

Access to the facility will begin at \_\_\_\_\_ on \_\_\_\_\_ and

Access to the facility will end at \_\_\_\_\_ on \_\_\_\_\_.

Rental Cost: \_\_\_\_\_

Security Deposit: \_\_\_\_\_

This agreement and the attached invoice set forth the terms and conditions of an agreement for facility rental which are effective for the term commencing on the date signed and will expire once both parties have fulfilled the contract. You are agreeing to rent a 100-yr.-old historical landmark building which needs to be protected from damage that would diminish or degrade its historical status and value.

## Rules and Guidelines

\_\_\_\_\_ (initial)

1. **Payment.** The rental date(s) is(are) confirmed upon initialing of the Rules and Guidelines, receipt of the signed Rental Agreement Signature page and receipt of the Security Deposit. The Rental Fee, along with the Proof of Insurance (and Temporary Liquor License if applicable) are due 21 days prior to the event. For any event booked less than 21 days in advance the renter must pay both the Rental Fee and the Security Deposit in full by cash or cashier's check and must provide Proof of Insurance (and the Temporary Liquor License, if applicable) at the time the facility rental agreement is signed.

\_\_\_\_\_ (initial)

2. **Cancellation.** Cancellation must be made in writing and received by the rental manager whose contact information appears on the attached invoice form. If the event is cancelled 21 days or more prior to the rental date, 50% of the Security Deposit will be forfeited by the renter. If the event is cancelled less than 21 but more than 7 days prior to the rental date, the entire Security Deposit will be forfeited. If the event is cancelled 7 days or less prior to the rental date, the entire Rental Fee and Security Deposit will be forfeited.

\_\_\_\_\_ (initial)

3. **Return of the Security Deposit.** The Renter is responsible for any damage that may occur to the facility and/or surrounding areas of the We and Our Neighbors clubhouse during the time of the event. Following the event, the rental manager or other designated agent will determine if there has been any damage/defacement to the interior or exterior of the We and Our Neighbors clubhouse, including surrounding plantings and natural materials. All kitchen and bathroom facilities are to be left clean and in good condition. The facility is to be used only during the time allocated and stated in the contract. The Security Deposit will be returned within 2 weeks following the event, provided that the rental time is adhered to and the facilities are left in satisfactory condition. Damage to the facility or equipment shall be paid for in full by the person or group signing this Agreement, even it exceeds the amount of the Security Deposit.

\_\_\_\_\_ (initial)

4. **Proof of Insurance.** The Renter is required to supply a certificate of insurance and endorsement for the calendar date(s) of the rental naming We and Our Neighbors, all officers, directors, employees, agents and members, as an additional insured in the amount of \$1,000,000 general liability for the duration of the rental. The **holder of the insurance policy** must be the **person to sign this rental agreement**. The certificate of insurance must be received 21 days prior to the rental or at the time of booking if that occurs within 21 days of the rental. The insurance policy must be in force at the time of the date of the rental.

\_\_\_\_\_ (initial)

5. **Alcohol.** Wine, beer in bottles or cans, and champagne are the only alcoholic beverages the Renter may serve or permit to be served. No hard liquor or keg beer is permitted in the clubhouse, parking lots or surrounding areas. Ice containers for chilling drinks must not be placed on wooden floors or furniture. Containers are to be kept in the kitchen or outside. The Renter named on the contract is responsible for the behavior and orderliness of all guests. Under no circumstances will minors or intoxicated persons be allowed to possess or consume alcohol at any time. Infractions of this rule will result in forfeiture of any monetary deposit. If alcoholic beverages are to be sold on site, or are included in the event ticket price, and/or you are providing your own liquor, a one-day permit must be obtained from the State Department of Alcohol Beverage Control (ABC). Local office: 100 Paseo de San Antonio, San Jose 408-277-1200. The temporary liquor license must be received 21 days prior to the rental or at the time of booking if that occurs within 21 days of the rental. Using a caterer who has a liquor license will eliminate the need for a permit.

\_\_\_\_\_ (initial)

5. **Capacity.** The capacity of the We and Our Neighbors clubhouse is 80 people either standing or seated. Included in the rental fee is the use of 60 chairs, 10 - 6 ft. rectangular tables and 1 - 4ft. rectangular table. The piano may not be moved.

\_\_\_\_\_ (initial)

6. **Hours.** The hours of access are to be determined by the rental manager and the renter. The rental period may not extend beyond 12 midnight of the date rented.

\_\_\_\_\_ (initial)

7. **Parking.** Handicapped parking is available at the clubhouse in the designated location. The additional parking next to the clubhouse is available for drop-off, pick-up, set-up, take-down, caterers, and the like. General parking for events at the clubhouse is available at the Union School District parking lot across Union Ave. Please advise guests to use the crosswalk and not jaywalk. **Parking is not permitted at the medical/dental offices next to the clubhouse or at the shopping center at the corner of Union and Los Gatos-Almaden.**

\_\_\_\_\_ (initial)

8. **Smoking.** Smoking is prohibited inside the clubhouse. Designated smoking areas outside the clubhouse have receptacles for butts. The butts are not to be left elsewhere on the property.

\_\_\_\_\_ (initial)

9. **Handicapped Accessibility.** Renter acknowledges that **the premises do not have full handicapped facilities and agrees to rent the premises with that understanding.**

\_\_\_\_\_ (initial)

10. **General Rules.**

- Amplified music must be carefully monitored. The City of San Jose enforces a noise control ordinance that states that any noise level above 60 decibels between 7:00am and 7:00pm, or above 50 decibels after 7:00pm could result in a citation and confiscation of the music source. These levels define what the City considers the limits of “unreasonable and continuing noise that disturbs the peace and quiet of the neighborhood.”
- Decorations – No nails, thumbtacks, tape of any sort, staples or pins, etc. may be used on any inside or outside surface (including, but not limited to, walls, woodwork, ceiling, furniture). No decorations may be hung from the light fixtures, speakers, exterior of the building, trees, or plants.
- Nothing may be placed against the walls.
- Throwing or use of materials such as glitter, rice, confetti, birdseed in and around the property is prohibited. Use of these materials will result in forfeiture of the Security Deposit. If in doubt, please consult with the rental manager.
- The use of open flames and/or candles is prohibited.
- Garbage - **All garbage, decorations and other items brought for the event need to be removed from the premises at the end of the rental. Cigarette butts are to be removed from receptacles.**
- Kitchen and appliances must be clean and left in working order.
- Caterer or Renter is responsible for the setup and removal of any rental furniture or linens within the event timeframe.
- Spills must be cleaned up before departure.
- Any room(s) rented and all We and Our Neighbors furniture and belongings must be left clean and in good working order.
- The rental manager will determine if any furniture or equipment might pose a risk to the safety of guests and require its removal.
- Exits are to remain open and clear during the event.
- If alarm system is set off, and police arrive, the renter will pay the fee for the police response.
- The cost of replacing a lost key is \$100.00



We and Our Neighbors  
15480 Union Avenue  
San Jose CA 95124

**FACILITY RENTAL AGREEMENT SIGNATURE PAGES**

\_\_\_\_\_ (hereinafter referred to as “Undersigned”) will be engaging  
(Print name of individual or organization)

in the following described event or activity in the We and Our Neighbors clubhouse.

Description of Event or Activity: (Include Dates and Times)

\_\_\_\_\_  
\_\_\_\_\_

The Undersigned does hereby WAIVE, RELEASE AND DISCHARGE We and Our Neighbors, its officers, agents and employees from any and all claims for damages, personal injury, property damage, or wrongful death occurring or arising out of the event or activity described above. This release is intended to discharge, in advance, We and Our Neighbors from any and all liability arising out of the above event or activity even though that liability may arise out of negligence or carelessness on the part of We and Our Neighbors.

It is recognized that there are certain risks inherent in the activity the Undersigned is participating in. Nevertheless, the Undersigned voluntarily agrees to ASSUME ANY AND ALL RISKS of injury or death from whatever cause inherent in or arising from participation in this event or activity whether such risks are known or unknown, and to release, discharge, hold harmless and INDEMNIFY We and Our Neighbors for any and all damages, claims, causes of action, losses, liability, judgments, costs, costs of collection, and attorney’s fees arising out of or related to the above described event or activity.

I have read the Facility Rental Agreement and the above statement, and understand and agree to their terms.

Date: \_\_\_\_\_

\_\_\_\_\_  
(Renter) (If representing an organization, I am legally authorized to make this Agreement for the organization named below.)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title, and name of organization, if representing an organization)

\_\_\_\_\_  
(We and Our Neighbors Representative)

Please return this signed Facility Rental Agreement to:

June Gwartney  
346 Sycamore Court  
Los Gatos, CA 95032  
Phone: 408.356.9546  
E-mail: [jtuor@aol.com](mailto:jtuor@aol.com)

Total cost of rental: \_\_\_\_\_

_____	Initialing of Rules and Guidelines	Date	_____
_____	Deposit of _____	Date received	_____
_____	Balance due on _____	Date received	_____
_____	Security Deposit	Date received	_____
_____	Proof of Insurance	Date received	_____
_____	Temporary Liquor License	Date received	_____
_____	Proof of Liquor Law Liability Ins.	Date received	_____

Returned checks: All returned checks will be assessed a surcharge of \$30.00