

# Silver Star Events

## Hall Rental Agreement | Service Contract Terms and Conditions

- The Contract:** The person named in this contract referred to as the “*Client*” agrees to utilize the services of *Silver Star Events*, referred to as the “*Agent*” to contract on behalf of the *Client* the rental of a *banquet hall* and or *vendor* services described in this contract. The *Agent* will book the requested services mentioned in this contract in the best of his ability and as described. The *Client* also acknowledges not to hold the *Agent* responsible or liable for the *hall* rental services, sub-contracted *vendor's* undelivered items, *vendor's* non-rendered services or any part thereof.
- Hall Access, Kitchen Use, Vendors and Music:** The *Agent* on behalf of the *hall* management, reserves the right to refuse *hall* access and or provide contracted services to the *Client, guest, persons, or vendors* and to request to *vendors* proof on insurance and or restrict items to be setup and operated based on safety, risk assessment, etc. without exceptions. The *Client* is solely responsible for maintaining and enforcing a safe and professional attitude and environment, abiding, and enforcing all *hall* rules and regulations on all *guests* and *vendors*. Ensure the music volume must not exceed city code standards. All event activities must stop 30 to 45 minutes before the contract ending time; otherwise, an automatic \$100.00 late fee will apply. Audio equipment must be setup on stage and *vendor* items in assigned areas only. All *vendor* items must be installed and removed in a secured and safe manner. The *Client* must vacate the *hall* by the expiration time with no exceptions. The *Client* is responsible for table and chairs setup, breakdown and storage as well as cleaning during event on self service contracts.
- Hall Decoration Restrictions:** No use of staining liquid, powder ornaments, or glitter. No lighted candles or pyrotechnics. No staples, nails, glue, or tape allowed on chairs, tables, linens, curtains, walls, or floors. All *vendors* must provide self-contained structures and bring all items required for such *vendor* services. All *Client's, guest,* and *vendor* items must be removed from the *hall* by the end of the contract otherwise the *Agent's* staff will disposed away items at discretion. Flowers arrangements and centerpieces, etc., must be ready for setup, therefore no built, gluing, cut over on floors, tables, or over any other *hall* surfaces or items, with no exceptions.
- Food:** The *Client/vendors* must properly use and clean the kitchen for serving only (No cooking). Food service in assigned areas and dining room only.
- Alcoholic Beverages:** The *Client*, at his own expense, may hire a legal age bartender to serve beverages such as beer, wine, and or liquor inside the premises in assigned areas only. Without any exceptions, the bartender and any designated staff will be the only persons responsible for properly dispensing *beer, wine or liquor* during the event. The *Client* declares to be the sole person responsible for complying and assisting bar-tending staff to comply with all federal, state, and local statutes, rules, regulations, and ordinances, including but not limited to all licensing requirements of the State of California *Alcoholic Beverage Control Board*. No alcoholic beverages should be served to anyone under 21 years of age or without any current legal type of photo identification displaying the person date of birth. Any violation on beverages such as *beer, wine or liquor* will require the immediate suspension of such service. In such case, the *Agent* will secure all alcoholic beverages until the *Client* is able to remove such beverages from the *hall* premises. Suppose for any reason; the *Client* refuses to take the proper action needed by the *Agent* or *hall staff*; in such case, the *Agent* or *hall staff* will terminate the remainder of the *Client's* event. If there's an event activity suspension, the *Client, guest,* and *vendors* will vacate the *hall* premises immediately at the *Agent's* and or *hall staff* discretion.
- Event Liability and Insurance:** At the *Client's* own expense, personal injury and public general liability insurance should be obtained. Such insurance policy should include the *Client's* and all *persons* bodily injury and property damage while inside the hall and during the event, with a minimum coverage of One Million Dollars (\$1,000,000.00). The *Agent's management and staff, the Agent's* contracted *service providers, sub-contractors,* and or *hall administration* shall not be in any way liable for the *Client, guest,* or any other *persons or vendors* for their personal and general liability, property damage, private property damage, or for any items or goods, *Client's* contracted services, *hall* facilities or any part thereof. The *Client* also agrees to hold the *Agent's management, staff,* and or the *hall administration* harmless from any future personal injury, property damage, financial loss claims on any other type of physical, personal, or private property damages no matter how caused; therefore, the *Agent's management, staff* and or *Hall administration* will be exempted of all types of legal and financial liabilities and or disputes at all times resulting from any kind of wrongful actions and or negligence on part of the *Client, guest* and or *vendors*.
- Acts of God & Government Mandates:** The *Agent* and or *hall administration* will not be responsible or liable for all type of natural causes, power outage, flooding, fire, incidents, accidents, government mandates, or any other type of situations resulting in the partial or full cancellation of the *Client's* event date, location and or contracted services, no matter how caused. If during the event there's any impediment to continue, the contract will be considered completed, and the *Client* will be satisfied without the possibility to request a refund, credit, or compensation on all the contracted services, no exceptions.
- Security Deposit & Contract Payments:** The *Client* will provide a refundable security deposit of \$500.00 Cash Only on the day of event to guarantee the commitment and performance of the *Client's* contract obligations on the *hall* rental, contracted services, and or miscellaneous expenses. The *Client* will be charged a \$175.00 cleaning fee if kitchen is not cleaned and trash is not properly disposed and or equipment is not properly stored as required. The *Client* must pay equal monthly payments and pay any final due balance of contract 30 days before the event date. All sales are final, no refunds, credit, or compensation on all the contracted services, no exceptions.
- Item Replacements:** The *Client* will ensure the proper use of all *hall* facilities and fixtures. The *Client* also guarantees the payment of any lost, ripped, or broken building items, the repair or replacement of any *vendor* rented equipment and or the payment of any building major repair of damages. The *Client* must replace all damaged rented items, equipment, and or repair such damages within five business days after the event date. The *Agent* and or *hall administration,* may contact and hire a *contractor* and collect all *contractor's* fees plus add a \$150.00 processing fee to the final *contractor's* bill. The *Client* also agrees to pay a \$75.00 monthly late fee for any late or unpaid due balance on all damaged items or building property after the event date. The *Client* will be charged all monthly late fees plus any outstanding due money balance. In case of a need for a legal dispute, the *Client* accepts to arbitrate and resolve any legal dispute in the County of San Diego, California, and agrees to pay all lawful processing and litigation fees on behalf of the *Agent* and or *hall administration*. The initial money deposit and all subsequent payments for contracted services and or contract cancellations are non-refundable, with no exceptions.
- Event Date Change:** If the *Client* requests to reschedule the event date, it must be written and dated in the remarks section of the contract. Such requests must be made five months before the event date; otherwise, a \$500.00 penalty fee will apply. The *Client* must reschedule the event to a mutually agreeable *hall* available date or contracted service available date. All sales are final, no refunds, credit, or compensation on all the contracted services unable to reschedule to a new date, no exceptions.
- Contract Agreement:** By signing this contract, the *Client* acknowledges that has carefully read, understood, and will abide by all the contract terms and conditions described above. The *Client* also agrees to abide by the *hall* terms and conditions and will maintain all event activities safe and legal. The *Client* assumes sole and full responsibility for any claims, loses, damages, liabilities, costs, expenses or obligations arising out of or resulting from the negligent or willful misconduct of the *Client, guest,* or the *Client's* contracted *vendors,* in the performance of services pursuant to this contract. This contract voids and replaces any previous agreements and or contracted or promised services done either, verbal or in writing. Any added rentals, services, changes and or amendments to this contract must be described in writing in the *Remarks* section of this contract with both parties' signatures and dated to be valid.