

HUTCHINS ST. SQUARE RENTAL TERMS AND CONDITIONS

FEES AND CHARGES (____/____)

Fees and charges are established by the Lodi City Council.

In the event that you need to contact maintenance after they have opened the building for you, there is a minimum 3-hour charge for callouts (\$150 from 7:00 a.m. to mid-night, \$175 from 12:01 a.m. to 6:59 a.m.) which will be billed or deducted from your cleaning deposit.

In the event extra cleaning is required after your event, the following charges may be billed or deducted from your cleaning deposit as follows: minimum one hour at \$50 per person, thereafter \$45 per hour per person, charged in 15 min increments after first hour.

Additional Fees & Equipment Rentals as agreed upon.

RESERVATION/BOOKING PROCEDURE (____/____)

- Reservations will be accepted a maximum of one year in advance.
- Cleaning/security deposit must be paid before date is confirmed.
- Extra cleaning will be deducted from your deposit.
- The entire rental fee must be paid one month prior to the date of the event.¹ If not, event will be canceled and deposit forfeited.
- DEPOSIT FEE IS ADDITIONAL TO THE RENTAL FEE.
- Checks should be made payable to **City of Lodi**.
- You will be billed for any damages not covered by your deposit.
- Returned deposits (if applicable) will be mailed to you three to four weeks after your event.
- Reservations are one day only (7:00 a.m. to 1:00 a.m., including set-up and clean-up).
- Maintenance staff will unlock at your designated time with the building remaining unlocked until closing.
- You will be responsible for the building security until Security officer(s) arrive. Do not leave the building unattended.
- The City of Lodi or HSS are not responsible for items left in the building or missing during or after your event.
- When renting any common areas (such as the Rotunda), and you wish to restrict access to those areas, you will be required to rent adjacent and adjoining rooms.
- When renting Daphne's Kitchen for use by your caterer, you will also be required to rent Crete Hall.

CANCELATIONS (____/____)

In as much as we are reserving this space to you, we are denying it to others. Thus, all deposits/payments for a particular date and time must be honored by both parties. Your advance deposits/payments will not be refunded if the function should cancel less than 30 days or less prior to the reservation date. All deposits/payments are nonrefundable 30 days or less prior to the reservation date for any reason.

Deposits are returned by mail if cancellation is **made in writing** thirty-one (31) days or more prior to the date of event. Less than 31 days prior to reservation date, the deposit and rental fee are forfeited.

INSURANCE (____/____)

Insurance may be purchased through the City of Lodi, with additional fees determined by the City at the time of rental. Coverage does not include liquor liability. Insurance of your rental is provided under a master policy issued to the City of Lodi. This policy provides liability coverage with limits of \$1,000,000.00 each occurrence/aggregate and will name the lessee/tenant as an Additional Insured. This policy contains exclusions and restrictions found in normal general liability policies. The City of Lodi Risk Manager has the actual policy which is available for review.

OR

¹ With exception on public, revenue-generating events held in the Performing Arts Theatre where rental fees will be taken out of ticket sales.

Under the appropriate circumstances, the City of Lodi may accept personal insurance provided the Renter lists the City of Lodi as additional insured. Proof of insurance must be in the "HSS" office one month prior to your event. If not received by two (2) weeks prior, you will be required to purchase the City's insurance.

ALCOHOLIC BEVERAGES (____/____)

Alcoholic beverages (provided by "Renter" free of charge to your guests; private parties only) are permitted without an ABC license.

For all alcoholic beverages offered for sale (or provided by Renter "free" with entry/admission), a permit to sell alcoholic beverages must be obtained from the State of Alcoholic Beverage Control Department, 31 East Channel Street, Stockton, CA. A license fee will be charged by the State. Only a cashier's check or money order will be accepted by the ABC office.

An approval letter signed by the City of Lodi City Manager must be requested from the Rental Consultant a minimum of one month prior to event before a license can be issued.

SECURITY (____/____)

Security will be provided and managed by HSS at Renter's expense. Licensed security guards will be hired by HSS and Renter will be billed for services.

All private parties occurring outside of regular business hours (Monday-Friday, 8:00 a.m. to 5:00 p.m.) (this includes weddings receptions, birthday parties, anniversaries, etc.) must have a licensed security guard(s); a minimum of 1 security guard for the first 100 guests is required, 2 security guards for parties of 150-200, and 1 guard for each additional 100 guests are required.

Security shall be provided for the entire duration of the Event, guards are required to arrive:

- ½ hour prior to a private party event
- 1 hour prior to events open to the public (or 2 hours prior when box office is used)

HSS reserves the right to increase security based on the nature of the event.

All activities must conclude by 1:00 a.m. If persons renting the building refuse to leave at that time, the security staff will contact the Lodi Police Department and have them removed. If this occurs, the cleaning deposit will be forfeited.

SERVICES PROVIDED (____/____)

- Maintenance personnel are available to open building 7:30 am to 5pm Monday through Saturday and on Sunday by special arrangement. Monday through Saturday after 5pm HSS security will open the building.
- Tables and chairs will be provided and set-up to your specifications. No labor is provided the day of event for: setup, re-arranging, or assisting with loading or unloading.
- Cars may use Walnut Street fire lane to unload temporarily but must park in parking lot. If you do not comply, vehicles will be towed at owner's expense. NO PARKING ON SIDEWALKS IS ALLOWED AT ANY TIME.
- You will only be allowed to use HSS equipment/items requested in advance on your rental agreement. An additional fee may apply.
- Barbeques are allowed in certain areas, but arrangements must be made with the Rental Consultant prior to rental and listed on setup form. Barbecues will not be allowed on patio or concrete areas.
- The maintenance staff will check the condition of the facility after your event to determine if any damage or additional cleaning is required (see attached checklist for cleaning expectations).
- You will be notified the week after your rental if any of your deposit is required to pay for cleanup or damage.

KITCHEN FACILITIES (____/____)

The Kirst Hall catering kitchen is supplied with the following equipment:

- Refrigerator
- Freezer
- Dishwasher
- Warming ovens
- Two Amana microwaves
- Two built-in coffee urns

NOTE: *There is no electric or gas stove available with this kitchen. It is the "Renter's" responsibility to inform your caterer of what the kitchen is equipped with and of their cleaning responsibilities. An appointment can be made by your caterer to meet with our Rental Consultant to tour the kitchen and banquet areas prior to your event.*

Daphne's Kitchen (next to Crete Hall) is supplied with the following equipment:

- Refrigerator
- Freezer
- Two ovens
- Six stovetop burners
- One griddle
- Prep table

If you need to use Daphne's Kitchen, and your event is not in Crete, you will still be required to rent Crete Hall as its use disallows our ability to rent that hall to someone else.

The Cottage catering kitchen is supplied with a dishwasher.

CLEANING RESPONSIBILITY (____/____)

- Facility will be provided to Renter in a clean condition prior to event. Renter to return space in same clean condition as was found. General toilet janitorial will be provided by HSS (a checklist specific to your rental space will be provided to guide you in adhering to cleaning expectations).

As per Protocol for Renter Use:

- All floors, furniture, cabinets, walls, sinks, and exhibit areas shall be cleaned to condition prior to rental.
- All food shall be removed from the premises.
- All trash, debris, and garbage, must be placed in appropriate containers (recyclables separated from food stuffs) and disposed of in designated dumpsters (see Cleaning Checklist).
- All hallways and areas used during Agreement shall be cleaned of all debris caused or resulting from the guests and party activities.
- Tables, chairs and kitchen facilities used must be cleaned and wiped down.
- Food, beverage and all spills must be cleaned up from floors and/or walls.
- All decorations must be removed at the close of event.
- It is *your* responsibility to insure that your caterer completes the cleaning of the kitchen space (see Caterer's Guidelines).
- Garbage and recyclables must be picked up and placed in appropriate bins located in the North and South parking areas. (Failure to comply with recycling guidelines may result in the forfeiture of your **entire** cleaning deposit.)
- Any deleterious condition not mentioned per Protocol for Renter but which resulted as a part of the Event activity shall be repaired/ cleaned to the condition existent prior to the Event.

Should the Renter fail to comply with this paragraph to the satisfaction of HSS, the Cleaning Deposit shall be used to pay all costs (including staff time) of such clean up and repair. Should the costs and damages exceed the value of the Cleaning Deposit, the Renter shall be liable for the excess. Renter is fully responsible for Caterer and/or Beverage Service's compliance with all Protocol items at the end of the event.

RENTER PROTOCOLS

HSS prides itself in having one of the most visually attractive venues in the Central Valley of California. To help make your visit as enjoyable as possible, yet maintain the integrity of our facility, we must set some guidelines as to what "Renters," and their Guests can and cannot do.

The following protocols are designed to avoid misunderstandings and facilitate a seamless transition between our working day and your enjoyable event. Although these are our rules, we are always open to any suggestions you may have and we urge you to discuss with us any unusual request or special needs.

Protocol 1 **NO SMOKING**-All City buildings are non-smoking facilities, pursuant to local and State ordinances/laws. Rooms are posted and "Renter" is expected to insist their guests comply. Ignoring this regulation will result in forfeiture of the entire rental deposit.

Protocol 2 **DECORATIONS**-Decorations are limited to table centerpieces or free-standing items only without prior approval by HSS. NO items may be hung using tape, nails, tacks, pins, or staples on any surface including but not limited to walls, ceilings, floors, or pillars.

If you are using candles or if there are questions regarding decorations that may be flammable, please contact the Lodi Fire Marshall directly at 333-6735.

Protocol 3 **CONSIDERATION OF NEIGHBORS**-"Renter" of facilities is hereby advised of the City of Lodi's Noise Ordinance #1449, and should be sensitive to the fact that "HSS" is located in an suburban setting. Use of excessive noise (i.e., bands, disc jockeys, musical instruments, demonstrations, etc.) can lead to the cancellation of said event.

Protocol 4 **CATERERS**-Any Caterers new to conducting an Event at "HSS" must participate in a walk-through of the facility with a Square Representative at least one week prior to the Event. It is the responsibility of the client to coordinate a date and time that is mutually convenient.

The location of all catering set-ups must be designated and approved by an "HSS" Representative.

Protocol 5 The following conditions should also be noted by any Catering Service using "HSS" facilities:

- HSS does not have ice making machines for your use.
- NO HSS staff assistance available for load-in or load-out.
- NO dishes, platters, glassware or utensils provided by HSS.
- Special electrical needs must be reviewed in advance with an HSS representative.
- NO propane gas may be used.
- NO deep frying or use of any oil is permitted in the carpeted areas of HSS.
- NO open flame or candles are permitted without City of Lodi Fire Marshall Approval.
- Any dishes left overnight MUST be washed and put into the caterer's rack before leaving the premises.
- Caterer must provide a floor/carpet covering around the serving areas used for liquids to protect the floor against spillage. The required floor coverings are not provided by HSS.
- Pay telephones are available for use in the foyer to Kirst/Crete halls. City telephones are not available for use by guests or the public.

Protocol 6 RECYCLING

In accordance with the City's recycling program, the following items **must** be separated and disposed of in designated recycling containers and bins:

- Plastic Bottles
- Tin & Steel Cans
- Aluminum Cans
- Glass Bottles
- Newspapers
- Brown Paper Bags
- Corrugated Cardboard
- Chipboard (cereal boxes, shoe boxes, etc.)
- Junk Mail
- Colored Paper & Bags
- Construction Paper
- Envelopes
- Catalogs
- Magazines
- Computer Paper
- White Ledger Paper

Failure to comply with recycling standards may result in the complete forfeiture of your cleaning deposit.

Protocol 7 CATERER'S RESPONSIBILITIES DAY OF EVENT

- Clean all equipment used in kitchen(s) including freezers, refrigerators, ovens, stoves, warming ovens, coffee urns.
- Clean all counters and work tables.
- Floors must be cleared of any food and any spills mopped up.
- Garbage and recyclables need to be hauled out to appropriate dumpsters in the North and South parking lots.
- All dishes/utensils used must be run through dishwasher if not being picked up the night of event.

Protocol 8 LOAD-IN AND LOAD-OUT RULES

Load-in and Load-out are to be done at the times specified in the Rental Application. Generally, load-in will be done immediately prior to the Event and load-out will be done immediately following the Event, unless otherwise specified in the Rental Application.

Renter's subcontractors are only allowed to use the following loading areas, with staff approval, unless otherwise specified:

- Crete Hall-Loading Area
- Kirst Hall-Rear Loading Area
- Performing Arts Theatre/Fine Arts Building Loading Area

Protocol 9 Any entertainment (music, performance, visuals, etc.) and their special requirements must be pre-approved in writing by an HSS Representative.

Protocol 10 Except for seeing eye dogs or animals used in on-stage performances, animals of any kind are not allowed inside HSS facilities.

Protocol 11 Any space configuration changes must be approved in writing with Square's Rental Consultant prior to Event.

Protocol 12 For commercial events or those open to the public, Hutchins Street Square must be named on all printed materials regarding the Event. Our name must be spelled out in full: Hutchins Street Square. The correct address is: 125 South Hutchins Street, Lodi, California, 95240. Camera ready copy, logo and map are available upon request.