



Mission Viejo Swim & Racquet Club
26221 Tierra Circle, Mission Viejo CA 92691
Ph: 949-837-4070 ~ Fax: 949-837-4076
Email: club@mvsr.com Web Site: www.mvsr.com

RENTAL CONTRACT

HO NAME _____ HOME # _____ CELL/OTHER# _____

ADDRESS _____ TYPE OF EVENT _____

(INCLUDES CLEAN UP TIME)

RENTAL DATE _____ START TIME: _____ END TIME: _____ # OF GUESTS _____ (MAX 80)

HO EMAIL _____ ACCOUNT# _____ (office use) \$ _____

All parties MUST end no later than 12:00 a.m. (includes renter's clean up time)

ALL FEES ARE DUE 3 WEEKS PRIOR TO EVENT

Security Deposit \$ _____ Cash-Receipt# / Check # _____ Staff initials _____

A) Rental Fee \$ _____ B) Cleaning Fee \$ _____ C) Staff Fee # Hrs _____ \$ _____ Staff _____

Payment Information (A+B+C): \$ _____ Cash-Receipt# / Check # _____ Staff initials _____

THE RENTER AGREES

- 1. MVSRC Account must be in good standing. Intl _____
2. The MVSRC member signing the agreement must be present at all times during the rental period, including set up, clean up and all deliveries/pick ups. Additionally, the renter's failure to comply with any of MVSRC regulations may result in the cancellation of the event with no fee reimbursement. Intl _____
3. To pay for and assume all liability in connection with damage done to the facilities. To hold harmless the Club from any or all personal injuries (including death), property damage arising out of or incurring in connection with the use of the facility. Intl _____
4. The Club's facilities will not be used for any purpose in violation of applicable State Laws, Federal Laws or Club policies. Liability insurance is required by non-profit organizations, sponsored by a club member, naming the club as "additional" insured or an "endorsement" may be required, a copy must be given to the manager before event date. Intl _____
5. Cancellations MUST be made "in writing" at least 3 (THREE) weeks before the rental date to receive a FULL refund. Intl _____
6. An additional fee will be charged if rice, any type of confetti (including decorative plastic gemstones, beads, marbles etc), real flower petals, glow sticks, bubbles, fogging machines, piñatas, hay, or glitter is used inside or outside the Club. Intl _____
7. Renter shall not reconfigure electrical cords used to connect the Club's decorations, holiday or non-holiday. If renter requires electrical outlet, renter should contact staff member for assistance. Intl _____
8. Renter may not add any electrical lights or other electrical decorations unless approved by the club manager prior to event. Any special arrangements must be written on the rental contract questionnaire activity form, under "special instructions". Intl _____
9. Renter shall not add, remove or replace decorations, holiday or non-holiday, already placed by the Mission Viejo Swim and Racquet Club inside or outside the clubhouse. Intl _____
10. If not already provided by the club, additional decorations may be placed on table tops, cabinet counters, coffee tables and end tables. However, the stairway and foyer must be kept clear so as not to create a hazard. Intl _____
11. No food or drinks, other than water is permitted in sitting (furniture) area. Intl _____
12. A cleaning fee is required~ A pre-inspection will be done prior to set-up and should be signed by the renter and a staff person. If the renter does not sign the pre-inspection form, renter will be held liable for any damage found during the post-inspection by

a staff person and manager(s). **NOTE:** The cleaning fee covers **light cleaning only** such as; sweeping and mopping of ceramic floors. Lightly cleaning of bathrooms, wiping down kitchen counters only, wiping down tables, and cabinets, vacuum area rugs. **The renter is responsible for placing trash from party into trash containers provided by the Club and taking trash to outside dumpster.** All decorations, including balloons and streamers inside and outside Club must be cut down, including removal of string/ribbon used on balloons and must be deflated before placing in trash containers. All edible items are to be removed from the kitchen, including refrigerator and freezer. **DO NOT** use the Clubs food or beverages! Any spillage from cooking either in the oven, stove or microwave, etc., must be cleaned up by renter. **intl**

- 13. The staff will assist the renter in locating table leaves, folding chairs and 6' tables. The staff is not required to assist in placement of tables, table leaves or chairs unless special arrangements have been made and is stated on the rental contract questionnaire form, otherwise the staff will only help supervise the retrieval and storage of tables, leaves and chairs. We recommend allowing approximately 1/2 - 1 hour for your clean-up. Failure to comply may result in additional charges and be taken out of renters security deposit. **intl**
- 14. Folding chairs are not permitted outside the clubhouse. **intl**
- 15. Parties scheduled before and/or after normal operating business hours are subject to an additional office staff charge of \$20.00/hour. Renter is expected to pay for the number of staff hours they have defined in this contract there will be **no pro-rating** for *early* departure. If renter should stay beyond the number of hours defined in this contract, renter is expected to pay for the time they went over to the staff person working that night. Parties **MUST** end no later than 12 midnight. Renter is subject to a \$50.00 charge if party goes past midnight and be paid out of the renter's security deposit. **intl**
- 16. **NO ONE** is permitted to use or gather outside by the pool, spa, tennis courts. **intl**
- 17. Use of BBQ's is restricted to food preparation for the event/party only. No mingling outside by the pool area. **intl**
- 18. Children must remain in the clubhouse at all times or be supervised by an adult when gathering outside of the club.
- 19. The weight room is restricted and is not to be used by party guests for any reason. **intl**
- 20. The Club office and weight room is NOT to be used for storing items relating to the party or otherwise. **intl**
- 21. Any and all items used for the event, including rental supplies may **NOT** be left at the club overnight, if left, homeowner will be charged an overnight fee. **intl**
- 22. If food is being served, tablecloths are required on wood surfaces. **intl**
- 23. Renter will **NOT** staple, use push-pins, tape (or 3M tape), putty, nails or use **any other** means to hang decorations. **DO NOT** hang anything from light fixtures or rafters. **intl**
- 24. Any and all arrangements made with and approved by the club manager regarding any contradictions to this contract, must be in writing on the rental contract questionnaire form, under "special instructions" and signed by the club manager. **intl**
- 25. **Moving of furniture** in the fireplace/TV area is **NOT** permitted, unless special arrangements have been made with the club manager, see item #24, renter will be charged **\$100.00+** for unauthorized moving of furniture . **intl**
- 26. All parties are subject to manager's approval and may be cancelled by the manager. **intl**
- 27. No banners or signs are allowed to be placed in the landscaping outside the club. The only decorations that may be placed outside the club are balloons, or **FREE STANDING** decorations. Renter is required to remove all items that are placed outside, failure to do so may incur an additional charge. **intl**

By signing this contract, I agree to adhere to all Club policies and rules as stated above. I understand that my security deposit may be used to settle any outstanding financial obligations. I am also aware that violating the rules of this rental agreement can result in the loss of my security deposit. The manager, if warranted will return security deposit within 10 days *after* final inspection.

MVSRC Members Signature

Date

Manager's Signature

Date

• **NO ONE UNDER 21 PERMITTED TO RENT CLUB**

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RENTAL CONTRACT QUESTIONNAIRE FORM

NAME _____ HOME # _____ CELL/OTHER# _____

ADDRESS _____ RENTAL DATE _____

GLOW STICKS OF ANY KIND ARE NOT PERMITTED INSIDE THE CLUBHOUSE

Please complete the following questions:

1. What kind of event will you be holding at the club, ie; Birthday, Anniversary, Organizational Meeting;

2. Is this party a "SURPRISE" party? _____
3. What time will your event start: _____ (when you expect guests to arrive)
4. What time will your event end: _____ **(includes your clean up time)**
5. What time will you begin setting up for your event: _____ (club opens at 9:00 am)
6. Do you require use of any rectangular 6 foot tables? If so, how many _____
7. Do you prefer closure of the weight room? ___only during our event ___all day
8. Will your party be catered? _____ Caterer Name: _____ Caterer Ph: _____
(If your party is to be catered, please make sure your caterers do not leave their property overnight, you will be charged extra storage fee).
9. Do you or your caterer require use of BBQ's _____ Oven _____ Stove top _____ Microwave _____ Warming Oven _____.
10. Will alcohol be served? _____
11. Will there be dancing? _____
12. Will you need to use the TV/DVD player/Music Digital Sound System? _____ **(Please be sure any of your media is compatible with our system prior to your event. Also note that the sound system is a digital app enabled system and is controlled by office staff. PLEASE ASK FOR ASSISTANCE!)**

MVSRC Members Signature

Date

Manager's Signature

Date

SPECIAL INSTRUCTIONS: _____

(SEE BACK OF FORM FOR MORE INSTRUCTIONS)

Manager Signature

Date

MISSION VIEJO SWIM & RACQUET CLUB

LIABILITY WAIVER AND RELEASE

This agreement is signed by me, on my behalf, named below (in all cases, "Participant"), for the benefit Mission Viejo Swim & Racquet Club (hereinafter "Club"). For and in consideration of being permitted to use the Club's Facility for a private event (the "Facility"), Participant acknowledges and agrees that he/she is voluntarily engaging in activities at the Facility that may involve a risk of serious injury or even death, the cause of which may or may not be due to Participant's own negligence, that of the Club, or others.

The Club feels it is important that Participant understand the nature of the inherent risks involved with presence at and use of the Facility, including, but not limited to, risk of contracting and/or spreading viruses or other pathogens which can cause disease. Participant assumes all risk associated with potentially contracting and/or spreading any virus or pathogen which can cause disease. Participant acknowledges that Club has taken precautions to mitigate the spread of any such virus or pathogen. Participant promises to fulfill Participant's obligation to take steps necessary to mitigate the risk of contracting and/or spreading any virus or pathogen by following recognized measures from the Centers for Disease Control, including but not limited to, staying home if sick, practicing proper hygiene procedures including washing of hands, disinfecting any surfaces Participant may come in contact with, and utilizing, where appropriate, personal protective equipment such as masks and gloves.

Participant assumes all risks associated with Participant's use of the Facility, and hereby releases, waives, and discharges Club, and agrees to defend, indemnify, and hold Club and each of its directors, officers, agents, representatives, vendors, and each of their employees (collectively, the "Club Indemnified Parties") harmless from and against any and all liability, claims, demands, fees, costs, and expenses arising out of Participant's use of the Facility, and agrees not to sue Club and all Club Indemnified Parties for any of the foregoing, regardless of whether arising out of the negligence of Club, any Club Indemnified Party, or otherwise.

Participant expressly waives the benefits of California Civil Code 1542, which provides that: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

Participant will inspect the amenities (clubhouse) at the Facility and if Participant believes anything to be unsafe, will advise Club immediately and refuse to participate.

Participant represents that he/she is in sufficiently good physical condition to participate in the programs and activities Participant desires to engage in at the Facility.

I HAVE READ THIS WAIVER AND RELEASE AND UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING IT AND AGREE TO SIGN IT VOLUNTARILY.

Participant Signature

Date

Print Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ E-mail: _____

Emergency Contact Name & Phone Number: _____