



## CUFOT/PCCVA

### TERMS OF CONTRACT, CONDITIONS AND INSTRUCTIONS

#### 1. Reservations

- a. Reservations will be made on a first-come, first-served basis with CUFOT member organizations having a **priority** over all rentals.
- b. Rental contract must be signed in person with a CUFOT witness present. No reservations or confirmation of booking will be made over the phone.
- c. Must be age twenty-one (21) years or older to sign the contract. Have a picture ID ready.
- d. Rental fees are updated periodically. Inquire about current rates through PCC office.
- e. Within five (5) business days, a renter has the option to cancel the contract with a FULL REFUND. After five (5) business days, all rental payments collected will be NONREFUNDABLE. **Cancellation must be in writing.**
- f. For the whole ballroom, Narra room or Sampaguita room, a security deposit of \$200.00 and a renter's deposit of 25% of the total bill are due upon signing of the contract. This will also apply with booking the smaller rooms, conference rooms A/B, part of the Sampaguita room or the dressing rooms. Balance is due three (3) months prior to the event; however, a payment schedule is available. Once a reservation is confirmed, the following will apply:
  - Six (6) months prior to the event: 75% of the balance of rental fee is due
  - Three (3) months prior to the event: **balance/full payment of rental fee is due**

2. The security/damage deposit fee will be deposited by CUFOT/PCCVA upon receipt. CUFOT/PCCVA will issue a check returning the appropriate deposit refund after the event date once the facility has been inspected and if "Forfeiture of Security Deposit" has not been violated. The business manager and the renter will inspect the facility and determine that: (1) No physical damage has occurred in the property; (2) No additional cleanup is necessary above normal; (3) PCC has no additional charges for the renter. Any additional charges and damages by the renter will be deducted from the security deposit. If they exceed the deposit, the difference will be billed to the renter. Security/damage deposit, if there is any left, will be refunded by mail within three to four weeks after the event.

3. A background check of the organization or renter will be conducted prior to the approval of the application. CUFOT/PCCVA may disapprove a reservation or decline rental privileges of an applicant if a previous use history reflects negligence or irresponsibility.

4. No advertising will be exhibited, no petition will be circulated, and no solicitation or sales will be made without prior approval of the CUFOT/PCCVA manager. No advertisements or promotional materials are to be posted inside or outside of PCC building. Violation is cause for forfeiture of fees and cancellation of events.

5. Requests from promoters or contractors involving performance by individuals or groups with whom separate contracts are made will require that copies of such contracts be made available to CUFOT/PCCVA for

inspection. If the event involves any type of performances, the promoter/contractor should guarantee that the use of the facility will not result in an infringement of any right protected under item 17 of the U.S. code (copyrights). The contractor will be solely responsible for the content of any performances at PCC.

6. A renter may select a menu with a caterer under contract with PCCVA within ten (10) business days of the date of the booking. The food and beverage contract is between the caterer and client. PCC will not assume responsibility for delivered rental equipment, mail, etc. CUFOT/PCC will not be held liable for any unsafe or bad food or beverage prepared by the renter or caterer. All rental equipment must be picked up the day after the event between 10:00 a.m. and 12:00 noon.

7. Respect our neighbors by keeping noise at a moderate level. Sound in the surrounding neighborhood is not to exceed 45 decibels and will be monitored by the building manager. Amplified music should be restricted to the room rented.

8. All events are to conclude by **12:00 midnight**. The client will be charged \$100 - \$200 for every fifteen minutes past 12:00 midnight. The extra charge may vary depending on how many employees are needed such as security guards, custodians, etc.

9. A valid ABC license must be submitted to the PCC office at least one week prior to a function serving alcoholic beverages. Alcohol consumption is prohibited outside the premises of the PCC building and must be confined to the contracted room only. All persons consuming alcohol must be at least twenty-one (21) years of age, and uniformed police officers and security guards may request identification. ABC license must be posted where the alcohol is to be served. Failure to cooperate will result in forfeiture of security/deposit fees and cancellation of the event. (see 17f)

10. Rental charges include a maximum of sixty (60) white tablecloths for the whole ballroom, maximum of forty (40) for the Narra room, and twenty (20) tablecloths for the Sampaguita room. Extra tablecloths will be charged \$3.00 each. With the exception of concerts, rentals include round and rectangular tables and upholstered chairs. One setup per group will be provided. Additional fees will be charged for any changes after the setup is completed.

11. One uniformed police officer or security guard is required for every one hundred (100) guests in attendance if the event is nonalcoholic and one uniformed police officer or security guard for every fifty (50) guests if alcoholic beverages are served. The uniformed police officer/security guard shall be present for the full length of the event and are required to remain on-site until all attendees have left the premises. CUFOT/PCCVA will make arrangements with the police department or security agency. However, the renter is responsible for payment of their services. Prevailing rates apply. Uniformed police officers/security guards have the authority to stop an event due to the following reasons: (a) Physical altercation occurring during an event; (b) Minors being served alcohol inside or outside the facility; (c) Destruction of property. An event closed down by police officers/security guards will subject the renter to loss of paid fees and paid additional charges.

12. **Kitchen is not to be used for food preparation, but only for warming already-prepared food.** The stovetop, grill, ovens, refrigerators, sinks and countertop may be used, but must be cleaned after the event. Cooking and service utensils are not available for use.

13. **Children must have parental or adult supervision at all times.**

14. In the event of a natural disaster, the renter shall be released from the contract. This includes power outage or any irremediable circumstances. **All paid fees entitle the renter credit for any future booking requests. No refunds will be made and rescheduling must be done in writing.**

15. Decoration and setup time are subject to the availability of the rental space and should be pre-arranged with the office secretary or manager. The renter is allowed a maximum of four (4) hours prior to the event.

**Additional charges shall apply for extra time needed.**

16. Renter will be held liable for all litigation costs, including collection fees, attorney's fees and court costs, incurred due to nonpayment of fees to CUFOT/PCCVA, damages to PCC, etc.

17. Forfeiture of the security deposit will occur due to noncompliance to the following:

- a. Use of birdseed and rice inside and outside the facility is prohibited.
- b. Candles may be used but additional charges will occur if additional cleanup is required in removal of wax and refinishing of property. Inform PCC office about planned use of candles during contract signing.
- c. Overcrowding and violation of fire code regulations by exceeding the number of approved attendees may result in cancellation of event.
- d. Decorations must be fire retardant and taken down along with tape, etc., by the end of the event. Nails should not be used to post banners, etc., on any part of the building.
- e. The applicant, club's contact person or designee must be available during the function and may leave only after the last guest has left and after the checkout list is submitted to the PCC office.
- f. Alcohol consumption is prohibited outside the building.
- g. Smoking and use of tobacco products are prohibited inside the building. Dispose all tobacco products properly in the receptacles outside the building.
- h. Possession of firearms, other weapons, illegal substances and hazardous materials on PCC property is prohibited and will be reported to the proper authorities.
- i. Party games, activities, and serving of refreshments must be held in the rented space only. The PCC building entrance, foyer and lobby cannot be used as extensions or overflow area.
- j. Lights must be on at all times during the event.

18. Liability insurance is required for all events. The club or applicant will provide proof of such insurance thirty (30) days prior to the event and includes coverage of planned use of the PCC building and grounds and coverage for an hour before and after the scheduled use. The Certificate of Insurance should indicate CUFOT/PCCV as additionally insured. CUFOT/PCCVA will require the applicant to obtain \$500,000 combined single limited General Liability Insurance. Liquor Liability insurance in the amount of \$500,000 is required for all events at which alcohol is present. Both General and Liquor Liability policies must name CUFOT/PCCVA as additionally insured and must be purchased through Cardinal Agency or through CUFOT/PCCVA. Failure to indicate on the contract that alcohol will be present at an event is cause for forfeiture of fees and cancellation of event.

19. Upon signing this application, the requesting club or individual agrees to indemnify and hold the officers, members, and agents of CUFOT/PCCVA and the Board of Trustees harmless from any claims arising from the use of PCC property or this contract.

**20. CUFOT may cancel an event due to safety concerns at any time without advance notice to the renter, i.e. misrepresentation of an event, excessive number of attendees, etc. Paid fees are not refundable.**

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Printed Name of Applicant

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Signature

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Date Signed