

## Event Rental Terms / Conditions and Requirements

This is The Chico Racquet Club & Resort Event Rental Contract (“Agreement”). This agreement is between the **Renter** and **The Chico Racquet Club & Resort.(CRC&R)**. In this agreement, the words “you”, ”your”, ”yours”, and “Renter” mean the person who has Signed as “Renter” at the end of the contract.

### **RENTAL FEES INCLUDE:**

- The Party area will be exclusive area for you and your party guest.
- **SHARED SPACE:** Pool, volleyball, tennis, bocce ball, pickleball.

This means members of the club will still have access to these areas during your party

**CHECK IN:** All attendees of the party are required to check in the Pro Shop and sign release of liability form.

**ALCOHOL:** No outside alcohol is permitted. CRC&R has beer and wine for purchase by the glass or pitcher/bottle.

**FOOD:** You are able to bring your own food and non-alcohol beverages into CRC&R.

**SMOKING:** The CRC&R is a smoke-free environment. Attendees must exit the gates of the facility to smoke.

**DECORATIONS:** You are allowed to decorate, however no nailing or use of permanent adhesives is allowed. No open flame or sparklers allowed. Any rental item you bring or have delivered are your responsibility. The CRC&R is not responsible for loss, theft or damage to rental items

### **CLEANING:**

- You must remove all decorations and personal property.
- All trash must be cleaned up and placed in dumpster

**PAYMENT:** Reservations require a signed contract and non-refundable \$100.00 due 14 days prior to rental date. Balance is due 7 days before event.

**TERMINATION:** The CRC&R reserve the right, at any time prior to or during your use of the facilities, to cancel your reservation and terminate your agreement in the event of emergency, physical damage to the building, or other occurrence, which at the sole discretion of the general manager or owner of CRC&R or the City of Chico, renders CRC&R unsuitable or unsafe for use, or which requires use of CRC&R for emergency purpose. Such occurrences include, without limitation any of the following:

1. Fire, flood earthquake, weather damage, other casualty or act of God causing physical damage to CRC&R
2. Improvements, alterations, or repairs required by law or otherwise necessary to put or maintain the facilities in a safe and fully functional condition including unexpected delays in said repairs.
3. Fire, flood, earthquake, act of God, war or riot creating an emergency situation requiring CRC&R to be used for coordination of relief efforts or emergency house and storage.
4. Power failure, restrictive curfews, or other causes beyond the control of CRC&R, which render the facility unfit for intended use.

In the event that your reservation and this agreement are terminated pursuant to this provision, CRC&R will refund your rental fee. CRC&R shall not however be responsible for any direct, indirect, incidental, or consequential damages resulting from such termination.

**INDEMNIFICATION:** The Renter shall hold harmless, defend and indemnify The Chico Racquet Club & Resort, its officers, its officers, employees, and agents from and against any all claims, losses, causes of action, judgments, damages and expenses including but not limited to attorney's fees because of bodily injury, sickness, disease or death, or injury to or destruction of tangible property or any other injury or damage resulting from or arising out of (a) performance or breach of this Contract by Renter, (b) Renter's use of the CRC&R premises, or (c) any act, error, or omission on the part of the Renter, or its agents, employees, guest, invitees, or subcontractors except where such claims, losses, cause of action, judgments, damages, and expenses result solely from the negligent acts or omissions or will conduct of CRC&R, its officers, employees, or agents.

**FAILURE TO ADHERE** to any part of this contract will result in a partial or no refund of your deposit. If there is any physical damage to the buildings, grounds, furnishings, or equipment. You will be billed for such additional sum and you agree that it shall be immediately due and payable.

