

## **AMBIANCE ANTIQUES FACILITY RENTAL AGREEMENT**

### **DEFINITIONS**

**AGREEMENT** – This “Agreement” is a single event, facility rental agreement between Ambiance and Renter.

**EVENT** – The “Event” is the event described in the Basic Terms.

**FACILITY** – Located at 550 15<sup>th</sup> St., San Francisco, California, the “Facility” includes the Ambiance Antiques showroom, the building lobby immediately outside the showroom, and, if opted for in the Basic Terms, the Café. The Facility is a non-smoking facility.

**CAFÉ** – The “Café” is the Café Buon Giorno, located across the lobby from Ambiance Antiques, and includes a stove, oven, refrigeration, counters, and tables. Use of the Café is for the caterer only and requires an extra fee.

**RENTER** – “Renter” is the party responsible for all sums owing to Ambiance under this Agreement and for compliance with all of the other terms and conditions of this Agreement.

**CLIENT** – “Client” is the end user, if different than Renter.

**RENTER PARTIES** – “Renter Parties” are Renter and Client , their contractors, subcontractors, vendors, agents, volunteers and guests.

**AMBIANCE** – “Ambiance” is Teresa Beltramo, DBA Ambiance Antiques

**AMBIANCE PARTIES** – “Ambiance Parties” are Ambiance, its contractors, volunteers, and agents.

**LICENSE PERIOD** – The “License Period” is the time period the Facility is being rented, from set-up through clean-up on the date of the Event.

**BASIC TERMS**

<p><u>Renter Contact Information:</u></p> <p>Name: _____</p> <p>Phone: _____ Fax: _____</p> <p>Address: _____</p> <p>_____</p> <p>Email: _____</p> <p><u>Ambiance Contact Information:</u></p> <p>Name: Alex Beltramo</p> <p>Phone: 415-626-0145 Fax: 415-626-0146</p> <p>Address: 550 15<sup>th</sup> St. #1, San Francisco, CA 94103</p> <p>Email: events@ambianceantiques.com</p> <p><u>Event Details:</u></p> <p>Client (if not Renter): _____</p> <p>Date of Event: _____</p> <p>License Period: _____</p> <p>Description of Event: _____</p> <p>_____</p> <p>Estimated # of Guests: _____</p> <p>Time Guests Arrive: _____</p> <p>Renting Café? _____</p> <p>Allow Ambiance to Use Event Photos? _____</p>	<p><u>Rental Fees:</u></p> <p>Guest Fee: ____ per guest x ____ guests = _____</p> <p>Café Fee: _____</p> <p>Misc.: _____</p> <p><b>Total Rental Fee (\$2,000 minimum):</b> _____</p> <p><b>Security Deposit:</b> \$500</p> <p><u>Deadlines</u></p> <p>\$2,000 is due with the Agreement as a <b>non-refundable</b> deposit .</p> <p>All of the following must be received by Ambiance:</p> <ul style="list-style-type: none"> <li>• Revised Fees &amp; Guest Estimates</li> <li>• Balance of Rental Fee</li> <li>• \$500 Security Deposit</li> <li>• Evidence of Insurance</li> <li>• Any Rescheduling of Event</li> </ul> <p>By no later than this date: _____</p>
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By signing below, Renter confirms that Renter has read and agrees to the terms and conditions of this Agreement. In addition, if Client is different from Renter, by signing below, Client confirms that Client has read and agrees to the terms and conditions of this Agreement. Failure of Client to sign below does not invalidate this Agreement.

RENTER

AMBIANCE

Printed Name: \_\_\_\_\_

Printed Name: Teresa Beltramo

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

CLIENT (if different than Renter)

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

All parties must also initial under the Cancellation provision below.

## **AGREEMENT**

This Agreement is entered into by and between Renter and Ambiance, according to the terms and definitions described in the preceding Definitions and Basic Terms.

### **Facility:**

Upon timely payment by Renter of all amounts due hereunder and Renter's compliance with all of their other obligations under this agreement, Ambiance grants Renter a license, subject to the terms and conditions contained herein, to use the Facility for the sole purpose of holding the Event described in the Basic Terms. The Event may not be open to the general public.

### **Rental Fee:**

Renter shall pay Ambiance a Rental Fee in an amount specified in the Basic Terms.

A non-refundable Rental Fee Deposit equal to \$2,000 is payable upon the execution of the Agreement. The balance and the security deposit are due by the deadline set forth in the Basic Terms.

The Estimated Number of Guests, described in the Basic Terms, can be modified by notifying Ambiance no later than the deadline set forth in the Basic Terms, in which case the Renter will be charged or credited the appropriate amount based on the per guest fee described in the Basic Terms. The Estimated Number of Guests may not be reduced by more than 50% of the original estimate.

### **Overage Fees:**

If the actual number of guests that attend the Event exceeds the Estimated Number of Guests, then Ambiance will invoice Renter at a rate of \$40 per additional guest .

If the actual duration of the Event (including clean-up) exceeds 8 hours or goes past 1am, then Ambiance will invoice Renter at a rate of \$400 per hour or fraction of an hour for the extended period. (It is not cumulative, so an event that goes past 8 hours and past 1:00am is charged at a rate of \$300, not \$600.)

The above invoices are payable within 10 days of receipt. If the actual number of attendees or duration of the Event is less than estimated, no refund shall be payable.

### **Reservation of the Facility:**

The Facility shall be reserved for the Event as soon as Ambiance receives (i) an original of this Agreement signed by Renter and Ambiance and (ii) the non-refundable Rental Fee Deposit specified in the Basic Terms.

The reservation is automatically cancelled if Ambiance does not receive the Balance of Rental Fee, the Security Deposit, and evidence of the required insurance by the deadlines set forth in the Basic Terms.

### **Security Deposit:**

Renter agrees to pay by separate check a Security Deposit in the amount specified in the Basic Terms no later than the date for payment specified in the Basic Terms. If Renter or Client fails to pay any amount when due under this Agreement, or any Renter Party causes damage to the Facility or its contents, or Renter or Client otherwise defaults with respect to any provision of this Agreement, Ambiance may apply or retain all or any portion of the Security Deposit for the payment of such delinquent amount, or to compensate Ambiance for any loss or damage. If Renter and Client perform all of their obligations hereunder, the Security Deposit, or so much thereof as has not been applied by Ambiance, shall be returned to Renter after the Event, without payment of interest.

### **Rescheduling:**

Subject to availability, Renter may reschedule an Event to another date no later than 6 months after the original Event date, provided that Renter notifies Ambiance of such request for rescheduling by the deadline specified in the Basic Terms. If Renter so reschedules an Event, the Rental Fee Deposit will be applied to the rescheduled Event.

### **Default by Renter:**

If Renter fails to pay the Rental Fee, Security Deposit, or other amount when due, fails to timely provide evidence of required insurance, or otherwise fails to perform any obligation of Renter under this Agreement, Ambiance may terminate this Agreement and Renter's right to use the Facility.

### **Cancellation:**

If Ambiance terminates this Agreement for any reason other than the default of Renter or Client, Ambiance shall refund the Rental Fee Deposit and any other fees paid by Renter within 30 days after such cancellation and shall have no further liability to Renter Parties. If (i) Renter cancels the Event and is unable or unwilling to reschedule the Event as set forth above or (ii) Ambiance terminates this Agreement due to the default of Renter or Client, Ambiance shall be entitled to retain the Rental Fee Deposit as liquidated damages. **Parties agree that said amount is a reasonable sum given that it is impractical or extremely difficult to establish the amount of damages that would be actually suffered by Ambiance in the event of any such breach of this Agreement by Renter or Client.**

**Renter's Initials:** \_\_\_\_\_ **Client's Initials (if applicable):** \_\_\_\_\_

**Ambiance Initials:** \_\_\_\_\_

**Insurance:**

Renter will obtain insurance for the duration of the Event (including for set-up and clean-up) which includes coverage of: (i) general liability with limits of not less than \$2,000,000 per occurrence; (ii) liquor liability with limits of not less than \$1,000,000; and (iii) fire damage with limits of not less than \$1,000,000.

Renter's insurance shall: (i) be issued by companies reasonably satisfactory to Ambiance; (ii) be primary to any other insurance available to the additional insureds with respect to claims covered under the policy and shall apply separately to each insured against whom a claim is made or suit is brought; (iii) include coverage of independent contractors; and (iv) be written on an occurrence basis.

Renter will submit to Ambiance, by the deadline specified in the Basic Terms, an original policy or Certificate of Coverage issued by a licensed agent identifying "Teresa Beltramo, DBA Ambiance Antiques", "The John and Teresa Beltramo Trust dated September 8, 2008", "Showplace Square West, LLC" and "the City and County of San Francisco" as additional insured. If the building's café is being rented, then "UN K. YASKO, DBA Café Buon Giorno" shall also be listed as an additional insured.

**Facility "AS IS":**

Renter agrees that it has inspected the Facility and agrees to accept it AS IS. Ambiance makes no representations or warranties with respect to the condition of the Showroom or its suitability for the Event or that it fully complies with ADA standards.

**Staffing & Security:**

Ambiance will provide one Facility representative for the duration of the License Period.

Ambiance will hire a building security guard for the Event. Renter acknowledges that the Ambiance building guard is present to protect the Facility and its contents only. The Ambiance building guard has no duty to protect Renter Parties or their property. Renter may additionally hire its own security service at the sole expense of Renter.

**Furniture Moving:**

Before entering into this Agreement, Renter and Ambiance must agree on which areas of the Facility to clear out for the Event. Ambiance will take responsibility for relocating the furniture in order to provide the agreed upon space for the Event. Renter is not liable for any damage or injury occurring while Ambiance Parties move furniture for the Event.

Renter Parties should not move any Facility furniture or decorative objects, and, if Renter Parties so do, Ambiance is not responsible or liable for any damage or injury that may occur.

**Food & Beverages:**

Any serving of food or beverages may only be done through a caterer which meets the approval of Ambiance. No open-flame cooking is permitted in the Facility, other than in the kitchen of the Café, if rented.

**Alcohol:**

Service of alcoholic beverages is limited to caterers who have proper license from the Department of Alcoholic Beverage Control. Renter agrees to comply with all applicable local, state and federal ordinances, statutes, laws and regulations. Ambiance, in accordance with federal law, forbids the service of alcohol to minors. The sobriety of all guests is the responsibility of Renter.

**Cleaning:**

It is the responsibility of Renter to remove all decorations, equipment, and debris from the Facility within the License Period. Material generated by the Event should be recycled or composted when possible and waste minimized. The Café, if rented, must be cleaned by Renter and left ready for use the next morning.

**Decorations:**

All signs, displays, and printed materials for the Event must be approved in advance by Ambiance. Ambiance may direct the placement thereof within the Event Facilities. Decorations must be flameproof and free-standing and are subject to the approval of Ambiance and fire marshal. Fog machines, glitter, and confetti are not allowed.

**Photography:**

Photography is allowed. If agreed to by Renter in the Basic Terms, Ambiance shall have the right to photograph the event for the purpose of promoting the Facility.

**Compliance with Laws:**

Renter and Client shall be fully responsible for identifying and complying with, and causing all Renter Parties to comply with, all laws, ordinances and regulations relating to its use of the Facility, including all fire department regulations, event permits, and licenses. Renter agrees that Renter and its contractors and vendors will make no claim whatsoever against Ambiance for any consequences that may result from the failure to obtain or comply with such permits or licenses.

**Notices:**

All notices required or permitted under this Agreement shall be in writing and shall be deemed effectively given: (i) upon personal delivery to the party to be notified; (ii) when sent, if sent by electronic mail or facsimile and sent during the normal business hours of the recipient or, if not, then on the next business day; (iii) 5 calendar days after having been sent by certified mail, return receipt requested, postage prepaid; or (iv) one business day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to Ambiance or Renter, as applicable, at the respective addresses specified in the Basic Terms or at such other address as either party may designate.

**Waiver of Claims:**

To the maximum extent permitted by law, Renter and Client, each on its own behalf and on behalf of all Renter Parties, waives all claims against Ambiance Parties arising out of, and assumes the risk of: (i) injury to or death of any person or (ii) loss of, injury or damage to, or destruction of any property in, on or about the Facility. In no event shall Ambiance Parties be liable for any consequential damages suffered by Renter or Client.

**Indemnity:**

To the maximum extent permitted by law, Renter shall, at Renter's sole expense, indemnify, defend and hold harmless Ambiance Parties from and against all claims, losses, costs, fines, penalties, damages damages (including without limitation consequential damages), expenses (including reasonable attorneys' fees and costs), liabilities, actions, and causes of action of any kind, including any injury to or death of any person or loss of, injury or damage to, or destruction of any property, arising out of or relating directly or indirectly to: (i) the condition of the Facility or its building; (ii) the use or manner of use of the Facility by Renter Parties, including the service of alcoholic beverages; (iii) any act, omission, negligence, or fault of Renter Parties in, on or about the Facility; or (iv) the failure of Renter to comply with, or to cause Renter Parties to comply with, any applicable law, ordinance, regulation, license or permit, or any provision of this Agreement, including the Policies and Procedures.

**General.**

The foregoing waiver, indemnification and defense obligations shall survive the expiration or termination of this Agreement and shall apply regardless of the active or passive negligence of any Ambiance Parties, but shall not apply to a particular Ambiance Party to the extent a claim was proximately caused by the willful misconduct of Ambiance Parties.

**Miscellaneous:**

ENTIRE AGREEMENT. This Agreement shall constitute the entire agreement of the parties, and shall supersede any other agreements that may exist between the parties as of the date hereof.

UNENFORCEABILITY. If any provision of this Agreement shall be held to be unenforceable or invalid for any reason, it shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties to the extent possible. In any event, all other provisions of this Agreement shall be deemed valid and enforceable to the fullest extent possible.

NO ASSIGNMENT. This Agreement is for the sole benefit of Renter and may not be sold, transferred or assigned without the prior written consent of Ambiance.

GOVERNING LAW. This Agreement is governed by the laws of the State of California.

ARBITRATION. Renter, Client and Ambiance agree that any dispute or claim in law or equity arising between them out of this Agreement, which is not settled through mediation and which may be settled by arbitration under California law, shall be decided by neutral binding arbitration. The arbitrator shall be a retired judge or justice, or an attorney with at least 10 years of real estate transactional law experience, unless Parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California Law. The parties shall have the right to discovery in accordance with Code of Civil Procedure Sec. 1283.05. The arbitrator may not assess punitive damages against any party to this Agreement. Arbitrator shall have reasonable discretion in assessing attorney's fees and costs. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part III of California Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction. Parties acknowledge that they are giving up any rights to have their dispute litigated in court or by jury trial.

LEGAL FEES. In any action or proceeding (other than arbitration) between any of the parties to this agreement, the prevailing party shall be entitled to reasonable attorney fees and costs except attorney's fees attributable to mediation. In arbitration assessment of attorney's fees shall be at the discretion of the arbitrator.

AUTHORITY. If Renter or Client is a corporation, partnership, limited liability company, unincorporated association, or other entity, each individual executing this Agreement on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of such entity.

FORCE MAJEURE. If it is illegal or impracticable for Ambiance to provide the Facility or services for the Event due to fire, earthquake, strike or other labor disturbances, threat to public safety, governmental restrictions, or other circumstances beyond Ambiance's reasonable control, Ambiance may terminate this Agreement without liability to Renter. In such event, Ambiance will return any fees that have already been received.

*Ambiance does not discriminate in the use of the Facility on the basis of race, creed, gender or national origin or any other prohibited basis. Ambiance reserves the right to decline any event.*