



## *The Thursday Club*

### Rules and Conditions for Clubhouse Rentals

**Renter will forfeit the security deposit if any of the following rules are violated**

#### **RENTING THE THURSDAY CLUB**

The Clubhouse may be rented only by responsible adults. Commercial ventures are not allowed including bazaars, classes or any event that would have an admission charge. No college or youth groups will be permitted. Events end no later than 9pm and guests departed no later than 9:30pm.

#### **CAPACITY**

The Thursday Club has a capacity of 175 for a seated dinner event. For a standing or theater style seating event, the capacity is 250. The capacity for garden ceremonies is 135 chairs, with additional standing room for 15 on our west balcony.

#### **PAYMENTS**

50% of the rental fee and a \$1000 security deposit are collected when the reservation is made. The balance of the rental fee is collected 90 days before the event. The security deposit is a refundable deposit to cover damages and honor contract time. Should all conditions of the contract be met by Renter, the security deposit will be refunded to Renter within four weeks following the event contracted for, less costs incurred by renter for special cleaning, breakage and/or excessive hours over the number of hours hereby contracted for.

#### **DÉCOR**

To preserve the historical integrity of our facility, decorations must not be fastened, hung, or taped to the walls, draperies, stage curtains, or floors and must also comply with San Diego Fire Ordinances. Candles are allowed inside, but must be protected by a non-flammable container whose top extends at least one inch above the top of the flame. Other types of open flames and fireworks, including sparklers, are not allowed. No confetti, birdseed, rice, paper streamers, bubbles, glitter, sand, silly string, small crystals or stones or similar materials may be used at any time. No substance may be applied to the floor. Use of rose petals (white only) is permitted in the garden ceremony area and must be picked up immediately after the ceremony.

The Clubhouse must be adequately lit at all times.

---

(Renter's Initials)

## **CANCELLATIONS / LIQUIDATED DAMAGES / CHANGE OF DATE**

Should you find it necessary to cancel your reservation, you must do so in writing. If you cancel 90 days or more in advance, The Thursday Club's remedy for such cancellation shall be to receive and retain your 50% rental fee as liquidated damages, and the security deposit will be refunded. If you cancel less than 90 days in advance, The Thursday Club's remedy shall be to receive and retain the entire rental fee as liquidated damages. THE 50% RENTAL FEE OR THE ENTIRE RENTAL FEE, AS APPLICABLE, SHALL CONSTITUTE LIQUIDATED DAMAGES. THE PARTIES ACKNOWLEDGE AND AGREE THAT IT WOULD BE IMPRACTICABLE OR EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES THAT THE THURSDAY CLUB WOULD INCUR AS A RESULT OF THE CANCELLATION (A BREACH OF RENTER'S OBLIGATIONS TO RENT THE CLUBHOUSE). THE PARTIES AGREE THAT THE 50% RENTAL FEE OR THE ENTIRE RENTAL FEE, AS APPLICABLE, ARE EACH A REASONABLE ESTIMATE OF THE THURSDAY CLUB'S DAMAGES, AND SHALL CONSTITUTE LIQUIDATED DAMAGES IN ACCORDANCE CALIFORNIA CIVIL CODE SECTION 1671.

The 50% rental fee or the entire rental fee, as applicable, shall only constitute liquidated damages for Renter's cancellation and breach of its obligation to rent the Clubhouse pursuant to this agreement and shall not limit or impair (i) Renter's obligations which, by the terms of this agreement, expressly survive termination of this agreement, or (ii) The Thursday Club's right to recover attorney's fees and costs if necessary to enforce such obligations or to obtain or retain the security deposit or the entire rental fee, as applicable. **A date change is considered a cancellation.**

Rental of The Thursday Club is contingent upon the ability of The Thursday Club to perform, and is subject to acts of God, extreme weather, war or terrorist activity, government regulation, labor disputes, accident or other causes beyond The Thursday Club's reasonable control. In no event shall The Thursday Club be liable for any damages beyond the refund of the sums paid in advance of the Event should it be impracticable for The Thursday Club to perform due to circumstances beyond its reasonable control.

## **INSURANCE**

At least 60 days prior to the event, Renter must provide Resident Manager with name and phone number of selected caterer and ensure that all vendors have provided The Thursday Club with a certificate of comprehensive liability insurance (\$1,000,000 per incident) naming "The Thursday Club and The Thursday Club Foundation, located at 1224 Santa Barbara Street, San Diego, CA 92107" as an additional insured. Renter is responsible for ensuring that all subcontracted persons review and comply with The Thursday Club Rules and Conditions.

At least 60 days prior to the event, Renter must provide proof of personal liability insurance of not less than one million dollars per incident. Renter may provide a certificate of insurance naming "The Thursday Club and The Thursday Club Foundation, located at 1224 Santa Barbara Street, San Diego, CA 92107" as an additional insured on a personal liability insurance policy for the duration of the rental period, or obtain a Special Events Liability Policy.

The Renter, or any vendors hired by the Renter, will not hold The Thursday Club responsible for injuries or accidents occurring on The Thursday Club property.

The Renter is responsible for his or her own property such as gifts, clothing and money and that of his or her guests.

---

(Renter's Initials)

## **USE OF GARDEN & OTHER SPACES**

The garden shall be used for wedding ceremonies only. The garden cannot be rented without a clubhouse rental. The garden area will accommodate 135 chairs, with additional standing room for 15 on our west patio. No flowers or decorations may be attached to the outside patio columns. No food or beverage service is permitted. All garden activities must end no later than 8pm.

The Thursday Club kitchen facilities may only be used by one of our Approved Caterers.

Only The Thursday Club Resident Manager is authorized to use equipment belonging to The Thursday Club. Use of The Thursday Club grand piano is prohibited.

## **REHEARSALS**

Renting the clubhouse and garden includes a complementary hour for a rehearsal. Please contact the resident manager no more than 30 days before your event to check availability and schedule a time for your rehearsal.

## **FOOD AND BEVERAGE**

Food and beverage service must be provided by one of The Thursday Club's Approved Caterers. These Approved Caterers pay a modest fee to the Club to help with the expenses incurred by their usage.

All alcoholic beverages must be served by the caterer's bartending service or a licensed/insured bar service.

No hard liquor is allowed on The Thursday Club premises. Only wine, champagne, and beer (excluding kegs) are permitted. No alcoholic beverages served within 30 minutes of the end of the event.

## **CLEAN UP**

All trash must be removed from The Thursday Club premises after an event.

The Renter shall leave the premises, equipment and furnishings of The Thursday Club in a clean and orderly condition. The Thursday Club may make repairs necessary to the premises, equipment or furnishings to restore them to their condition upon completion of rental and charge Renter for such repairs or deduct the reasonable cost from the Security Deposit.

---

(Renter's Initials)

**MISCELLANEOUS**

All fire ordinances must be obeyed at all times. No smoking is allowed inside the Clubhouse.

The Thursday Club Resident Manager will be on site during events and has full authority to enforce these rules and conditions. The Resident Manager reserves the right to ask any disrespectful or disorderly Renter, vendor employee or guest to leave the premises.

Please note that The Thursday Club is closed and the Resident Manager is not on duty on Mondays and Tuesdays. Telephone calls or emails to the Resident Manager on Monday or Tuesday will be returned the next business day.

Any conditions or services not covered by these rules and conditions must be arranged with and agreed to in writing by the Resident Manager.

---

Renter Signature	Print Name	Date
------------------	------------	------

---

Resident Manager Signature	Print Name	Date
----------------------------	------------	------

EVENT DATE: \_\_\_\_\_

**OPTIONAL:**

**STANDARD IMAGE RELEASE**

I hereby give my consent for The Thursday Club to use my likeness in its publications, advertisements, websites, social media, video clips and other marketing collateral materials. I release The Thursday Club from any expectation of confidentiality for any of my guests and myself.

---

Signed	Date
--------	------

*Revised 5-25-16*