

# **EVENT SPACE RENTAL AGREEMENT AND CONTRACT**

Event date: \_\_\_\_\_ Set-Up Time: \_\_\_\_\_ Event Start Time: \_\_\_\_\_ Event End Time: \_\_\_\_\_ wrap Time: \_\_\_\_\_

Event name: \_\_\_\_\_ number of guests: \_\_\_\_\_

Single Event or multiple days/nights: \_\_\_\_\_

details (For the best event pre-planning and production please provide, on page two, a detailed plan and desired schedule for specific times and aspects of your event).

client(s)/ corporation: \_\_\_\_\_

address: \_\_\_\_\_ city: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

contact: \_\_\_\_\_ company: \_\_\_\_\_

Primary Phone: \_\_\_\_\_ Secondary Phone: \_\_\_\_\_

Email address: \_\_\_\_\_

**NOTE:** rental time is based on eight (8) hours, which is inclusive of load-in and load-out. additional time, if needed or requested, is subject to additional fees. it is understood that your event may be shorter than 8 hours.

- a signed contract and date-hold deposit in the amount of \$500.00 (per each 8-hour rental period) must be received to reserve your date(s) and time(s).
- The balance of your space rental fee is due thirty (30) days prior to your event.
- miscellaneous costs, such as bar, catering, furniture, and equipment rentals are due ten (10) days prior to your event.
- a copy of your Special Event Liability insurance (see inSURancE section on page 2) is due no later than ten (10) days prior to your event.
- any additional costs that arise will be due within two (2) days of your event.

Payments should be made to SACKETT DESIGN LLC. cash, check and major credit cards are accepted.

a crEdiT cardaUTHORiZaTiOn FOrM is located on the last page of this contract.

no refunds of the space rental fees will be paid 25 days prior to an event, as your agreement to rent THE BOX SF on this date may cause the loss of additional bookings or business. reserved food and beverage catering, along with rentals and/or purchases necessary to produce your event may not be refunded, or may not be refunded in full if costs have been incurred toward that obligation.

acknowledged, agreed and authorized by Primary contact/renter: \_\_\_\_\_ date: \_\_\_\_\_

acknowledged and agreed by ThE Box SF / SackETT dESign LLC: \_\_\_\_\_ date: \_\_\_\_\_

**Please initial and date the following three pages.**

## CONDITIONS AND RESPONSIBILITIES OF RENTER

*Please read the material below to make sure all parties understand the requirements of providing for everyone's safety and keeping **The Box SF** a well maintained and safe location for future use.*

### DEPOSIT/RENTAL FEES

a signed contract and date-hold deposit in the amount of \$500.00 (per each 8-hour rental period) must be received to reserve your date(s) and time(s). The balance of your space rental fee is due thirty (30) days prior to your event. miscellaneous costs, such as bar, catering, rentals, etc., are due ten (10) days prior to your event. any additional costs that arise will be due within two (2) days of your event. no terms are implied or granted and no work will be allowed to commence until full payment is received.

### INSURANCE

Special Event Liability insurance is required of all renters and is due no later than ten (10) days prior to your event. The insurance must, at renter's sole expense, provide and maintain public liability and personal property damage insurance, insuring THE BOX SF and SackETT dESign LLC employees, contractors and contracted vendors against all bodily injury, property damage, personal injury and other loss arising out of renter's use and occupancy of the premises, or any other occupant on the premises, including appurtenances to the premises and sidewalks. The insurance required hereunder shall have a single limit liability of not less than \$1 million, and general aggregate liability of not less than \$2 million. SackETT dESign LLC shall be named as an additional insured of said policy.

if alcohol is to be served please make sure that the policy includes Host Liquor Liability coverage to protect you against alcohol-related accidents, as you are ultimately liable for the safety of your guests. Established catering Services may use their license and insurance to cover this.

any caterers and/or outside vendors, companies, and/or institutions must provide a copy of their certificate of insurance and catering License to THE BOX SF, naming the THE BOX SF/ SackETT dESign LLC as stated, and will be delivered at least one month prior to the event.

### LIABILITY

renter agrees to indemnify, defend, and hold THE BOX SF and SackETT dESign LLC, its landlord, building owners, officers, employees, and agents harmless of and from any liabilities, costs, penalties, or expenses arising out of and/or resulting from the rental and use of the premises, including but not limited to, the personal guarantee of provision, service, and dispensing of payment by renter, its employees, and agents of alcoholic beverages at THE BOX SF and SackETT dESign LLC.

in the event THE BOX SF and SackETT dESign LLC, its landlord, building owners, officers, employees and/or agents, are required to file any action in court in order to enforce any provisions of this agreement, renter agrees to pay THE BOX SF and SackETT dESign LLC, its officers, landlord, building owners, employees and/or agents, all reasonable attorney fees, court fees, and costs of suit incurred by THE BOX SF and SackETT dESign LLC, including all collection expenses and interest due.

### CATERING STANDARDS

we highly recommend that a caterer from our THE BOX SF recommended caterers list be used for your event. Our recommended caterers have experience working at THE BOX SF and are familiar with our regulations, policies, and procedures. Use of caterers not on our recommended list may result in an increased deposit and fee.

insurance/credit card—all caterers working at THE BOX SF are required to have a valid certificate of insurance and a credit card on file with us.

kitchen Policy—THE BOX SF kitchen is production space and is to be used for final food presentation, plating and bussing only. Please note that THE BOX SF does not provide dishes, glassware, pots, pans, knives or utensils. The kitchen production space will be provided in a clean condition and the space should be returned to a clean condition immediately following your event. a final walk-through with a member of our event staff is mandatory at the close of your event. Please refer to check lists posted in the kitchen production area.

caterers must remove all trash, composting and recyclables from the site as we do not have adequate facilities. all trash, including sorted recyclables and properly sorted compostables, must be collected, properly bagged and removed by the caterer.

Failure to remove or clean will result in additional fees to caterer and will be charged to the caterer's credit card on file. THE BOX SF and SackETT dESign LLC encourage those renting space to consider green, sustainable, fair trade, ecologically sound cleaning and zero waste solutions. THE BOX SF proudly commits to as close to zero waste events as possible.

**Contact/Renter Initials:** \_\_\_\_\_ **Date:** \_\_\_\_\_

### **CATERING/BAR GUEST COUNT**

Final guest count changes MUST be submitted in writing at least ten (10) days prior to your event. and although additions may be made to your guest list up to two (2) days prior to your event, no refunds will be given for reductions to the guest count ten (10) days prior to your event.

### **CAPACITY**

- gate room—32 at table, 52 in room seated, 50 to 60 standing reception
- main room—80 for seated dinner, 85 lecture style, 110 standing reception
- Both rooms—130 seated or 170 standing

note: Both rooms are included in your rental.

### **SITE DECORATION**

THE BOX SF wants to make every event here a special and welcome experience. Therefore every effort will be made to allow renter to prepare decorations reflecting their creative requirements. we ask that only the staff of THE BOX SF rearrange and move any furnishings, including, but not limited to, artwork, lamps, antiques or seating. no nails, screws, staples or penetrating items are to be used on our walls or floors. no glitter or foil (non-paper) confetti is allowed on site. Only low tack tape is allowed on our floors and wall. any damage will be charged after your event.

### **CONDUCT**

There is absolutely no drug use or smoking of any kind tolerated on premises or within 25 feet of the building including loitering or congregating outside on the sidewalk at any time during the event. disparaging remarks or any type of physical violence will not be tolerated and will be cause for immediate expulsion. renter and guests shall use the premises in a considerate manner at all times. during underage events, such as school dances, we prefer that underage individuals do not have in and out privileges. conduct deemed disorderly at the sole discretion of THE BOX SF or SackETT dESign LLC staff shall be grounds for immediate expulsion from the premises and conclusion of the rental period. in such cases no refund of the event costs shall be made.

### **LIVE MUSIC/DJs/NOISE**

THE BOX SF encourages music and lots of dancing! However, please be aware that the premises are located near residential units and therefore neighborhood noise regulations do apply. in the event that renter's event creates a disturbance due to high noise volume, THE BOX SF's onsite manager has full authority to ask the renter, dj or live music presenter to turn the entertainment down and/or off. if repeated disturbances are created, at THE BOX SF and SackETT dESign LLC discretion, renter may be expelled from the premises or the offending noise will be ended. in the event of disturbances to the point of expulsion, no portion of the event costs will be refunded to renter.

Loud music must end by 10 p.m. during weeknights (monday thru Thursday) and by midnight on weekends (Friday and Saturday). additional time can easily be added provided the volume is modest and it cannot be heard beyond the boundaries of the property or by immediate neighbors.

### **Note: ARTICLE 29: REGULATION OF NOISE**

1. no person shall produce or allow to be produced by any machine, or device, music or entertainment or any combination of same, on residential property over which the person has ownership or control, a noise level more than five dBA above the ambient at any point outside of the property plane.
2. no person shall produce or allow to be produced by any machine, or device, music or entertainment or any combination of same, on multi-unit residential property over which the person has ownership or control, a noise level more than five dBA above the local ambient three feet from any wall, floor, or ceiling inside any dwelling unit on the same property, when the windows and doors of the dwelling unit are closed, except within the dwelling unit in which the noise source or sources may be located.

### **CANCELLATION**

date-Hold deposit is non-refundable

From 25 days prior to event: no SPacE rEnTaL PaYmEnT(S) wiLL BE rEFUndEd.

Contact/Renter Initials: \_\_\_\_\_

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

### **LOAD-IN/LOAD-OUT AND STORAGE**

all load-ins and load-outs must take place within the designated timeframe given by THE BOX SF. if there is an event prior to yours a timed delivery will be required. THE BOX SF is not responsible for checking in or handling any items brought into the venue by rental companies. all external items must be checked in and signed for by the client or client's representative. all excess material (such as bubble wrap, boxes, hangers, plastic, etc.) created by deliveries must be removed and disposed of by rental company, client, or client's representative.

Limited storage is available upon request. Storage fees will be applied to any items left overnight or beyond normal load-in/load-out times. This also applies to items left post event for shipment out via courier. note: it is not the responsibility of THE BOX SF to ensure that pick-ups are scheduled and executed.

### **CLEANING, TRASH AND EQUIPMENT REMOVAL**

THE BOX SF will be in a clean condition prior to your event. within two (2) hours following the event, you are required to return the space to the same clean condition in which it was found.

THE BOX SF and SackETT dESign LLC encourage those renting space to consider green, sustainable, fair trade, ecologically sound cleaning and zero waste solutions. THE BOX SF proudly commits to as close to zero waste events as possible. all trash, including sorted recyclables and properly sorted compostables, must be collected, properly bagged and removed by the renter or the caterer.

all rental equipment must be removed immediately following your event. Our freight elevator on moss Street is available for use.

### **CITY, COUNTY, STATE AND FEDERAL LAWS**

renter agrees to comply with all applicable city, county, State, and Federal laws and shall conduct no illegal act on the premises. This is a drug free and non-smoking facility at all times, nO EXcEPTiOnS. renter shall not sell alcohol on premises at any time. renter may not serve alcohol to minors on the premises at any time. renter agrees, for everyone's safety, to ensure alcoholic beverages are consumed in a responsible manner. THE BOX SF reserves the right, in its exclusive discretion, to expel anyone who in its judgment is intoxicated or under the influence of alcohol or drugs, or who shall in any manner do or participate in any act jeopardizing the rights, use permit, or insurability of THE BOX SF or the safety of its staff, guests, or building contents.

### **ENTRY AND EXIT**

renter agrees that THE BOX SF and SackETT dESign LLC staff may enter and exit premises during the course of the event. a representative of THE BOX SF will be on site during your entire event and will be checking periodically with the responsible parties to insure everything is running smoothly. we will also be checking the bathroom, the overall premises, replenishing hand towels and toilet paper, and will be available for questions or to respond to needs or issues that may arise at any time.

### **LOST AND FOUND**

THE BOX SF and SackETT dESign LLC take no responsibility for personal effects and possessions left on premises during or after any event. we do, however, maintain a lost and found and will hold recovered items up to 30 days. Every attempt will be made to return any recovered item to its rightful owner.

### **PROMOTIONS AND COPYRIGHT**

it is important to us that you have a fantastic and successful event. Should THE BOX SF or SackETT dESign LLC be engaged in the promotion or co-production of your event, it is imperative that we see and approve all marketing messages and communications. THE BOX SF is our name, please do NOT shorten it to "THE BOX" or "BOX SF".

we are happy to provide professionally created images of our space for promotional materials.

we hope you will refer others here and are happy to answer any questions you might have about the types of events we do. we are also happy to personally welcome your guests and speak to them about the historic nature of the building, or its contents.

a representative of THE BOX SF and/or promotional materials and signage will be present at all events, and any questions about the space, its contents or about our upcoming events and the charities we support can be directed to that representative.

Contact/Renter Initials: \_\_\_\_\_

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

THE BOX SF requires a credit card to be on file during the entirety of your event.

Please complete and sign this form to authorize THE BOX SF (SackETT dESign LLC) to make a debit(s) to your credit card listed below. Once complete, please email to **info@theboxsf.com** or fax to **415.934.6999**.

By signing this form you give THE BOX SF (SackETT dESign LLC) permission to debit your account as indicated below. This permission does not provide authorization for any unrelated debits or credits to your account.

**PLEASE COMPLETE THE INFORMATION BELOW:**

I \_\_\_\_\_ authorize THE BOX SF (SackETT dESign LLC) to immediately charge my credit account a date-hold deposit. if the duration of my event is more than one 8-hour rental period, a \$500.00 deposit will be charged for each 8-hour rental period. note: date-hold deposits are non-refundable. This payment is for my event on \_\_\_\_\_

Please note that the space rental fees balance will also be charged to this card thirty (30) days prior to your event. Bar, catering, equipment, furniture, and miscellaneous costs will be charged ten (10) days prior to your event. any additional costs that arise after that date will be charged within two (2) days of your event.

if you would like to use an alternative payment method (check, additional credit card, cash) for the space rental fees balance, bar costs, catering, equipment, furniture, and/or miscellaneous costs, please check here .

Please note that if you choose to use an alternative form of payment, payment timeframe remains the same. if the alternative method of payment has not been received by the due date the original credit card will be charged.

Billing Address \_\_\_\_\_ Billing Phone \_\_\_\_\_  
City, State, Zip \_\_\_\_\_ Email \_\_\_\_\_

Account Type: <input type="radio"/> Visa <input type="radio"/> MasterCard <input type="radio"/> AMEx <input type="radio"/> Discover
Cardholder Name _____
Account Number _____
Expiration Date _____ (dd/YY) CVV2 Number _____ (3 digit number on back of Visa/mastercard or 4 digits on front of amEX)

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

i authorize THE BOX SF (SackETT dESign LLC) to charge the credit card indicated in this authorization form according to the terms outlined above. This payment authorization is for the event described above. i certify that i am an authorized user of this credit card and that i will not dispute the payment with my credit card company; so long as the transaction corresponds to the terms indicated in this form.