



VENUE RENTAL AGREEMENT POLICIES & SCHEDULE OF FEES

DATE OF EVENT: _____ TODAY'S DATE: _____

ESTIMATED GUEST COUNT: _____ ESTIMATED EVENT START TIME: _____

BRIDE'S NAME: _____ BRIDE'S PHONE: _____

BRIDE'S EMAIL: _____

BRIDE'S ADDRESS: _____

GROOM'S NAME: _____ GROOM'S PHONE: _____

GROOM'S EMAIL: _____

GROOM'S ADDRESS: _____

VENUE RENTAL FEE: _____ + current sales tax. Venue rental fee is based on an 11-hour venue rental time (12:00pm—11:00pm) with a maximum of a 6 hour event time. Longer events will incur additional charges. A NON-REFUNDABLE venue rental deposit is due at signing in the amount of \$2,500.00

All final balances are due no later than _____, 3 weeks prior to the event date, along with all other final balances.

SCHEDULE OF FEES FOR VENUE AND CATERING

Half of the client's overall Villa costs—including venue, labor, food and beverage fees— must be collected no later than two months prior to the schedule event date. These costs are reflected in the costing proposal provided by Villa Management. All remaining balances must be collected no later than three weeks prior to the event date. It is suggested that progress payments be made prior to deadlines. Villa Management will assist in creating a payment schedule for the client, if desired. Initial **x** _____

SECURITY DEPOSIT

Client shall provide The Villa San Juan Capistrano with a security deposit in the amount of \$1,500.00. These funds will be included in the Client's final balances due, and used to offset any charges deemed necessary by The Villa San Juan Capistrano such as, but not limited to, breakage, damages, repairs etc. caused by the Client, Client's guests, or Client's vendors. Should damage occur to the premises, furniture or other contents, Villa Management will discuss the incident with the Client and will forward a detailed accounting to the Client of any charges levied as a result of the damage. If the premises are left in good condition, the deposit will be refunded within 7 business days. Initial **x** _____

PERSONAL PROPERTY

Any personal of the Client or Client's guests brought onto The Villa's premise and left thereon, either prior to or following the event, will be at sole risk of the Client. The Villa will not be liable for any loss of or damage to this property for any reason. Likewise, any personal property brought to The Villa premises at the request of the Client for the event will be at sole risk of the Client and Client will be liable for any loss of or damage to such property. In no event will The Villa be responsible for any loss or damage no matter how caused. Client acknowledges that The Villa does not maintain Insurance covering Client's property or any third party's property and that it is the sole responsibility of Client to obtain business interruption, property damage, liability and other potentially applicable insurance covering such losses. Initial **x** _____

CAPACITY

The maximum number of guests allowed for an event at The Villa San Juan Capistrano is 150 to be in accordance with conditions imposed by the City of San Juan Capistrano. By entering into this contract, the Client acknowledges and understanding of and commitment to abide by this maximum for their event. Initial **x** _____

VALET & PARKING

Private valet service is mandatory. All guests are required to drop off their vehicle at the valet station, utilize crosswalks to The Villa San Juan Capistrano if crossing Camino Capistrano, and retrieve vehicle at the valet station after event (in some instances, off-site parking with shuttles may be necessary). No on-site parking is available. Guests shall not park on adjoining streets or in surrounding private parking lots. The Client shall be responsible for communicating these directions and instructions for parking to all guests and vendors with event invitations or by any other effective means. Parking is based on guest counts, including clients and vendors. The Villa works with How Elite Valet Service. Payment for Valet Service will be due three weeks before the event date and will be collected by The Villa. Check or credit card authorization will be filled out to the name of The Villa San Juan Capistrano.

Valet Rates: Under 90 clients/guests = \$650 Over 91 clients/guests = \$750 Initial **x** _____

CANCELLATIONS & TIMELY PAYMENTS

All deposits and progress payments made towards the venue rental are nonrefundable in the event of cancellation by the Client. Initial x _____

The event date and deposits are subject to cancellation and forfeiture by The Villa San Juan Capistrano if deposits and payments are not received by stated due dates. If the client should need to postpone or change the date of the event, all deposits are nonrefundable and non-transferable. Initial x _____

LEGAL REQUIREMENTS

If Client enters into this contract, Client must comply with all City of San Juan Capistrano codes and laws. All renters are required to comply with all ordinances and regulations of the County of Orange, County of Orange Health Department, State of California Alcoholic Beverage Control, Orange Country Fire Department & Orange County Sheriff, as well as all state and federal regulations and laws. Sparklers and fireworks are not permitted in the City of San Juan Capistrano or at The Villa San Juan Capistrano. All candles must be contained in a glass votive or hurricane. Confetti & glitter are not allowed on the premises, and will result in a forfeit of Client's Security Deposit. Initial x _____

AMERICANS WITH DISABILITIES ACT

Compliance: The Villa and the Client will each be responsible for complying with the public accommodations requirements of the American with Disabilities Act (ADA) imposed upon it by law. Mutual Cooperation in Identifying Special Needs: Client will identify in advance any special needs of disabled attendees requiring accommodation by The Villa and will notify The Villa of such needs for accommodation in writing as soon as they are identified by the Client. The Villa, in turn, will notify the Client of the extent to which such needs exceed The Villa's ADA obligations and capacity. The Villa will use reasonable efforts to notify Client of requests for accommodation which it may receive otherwise than through Client to facilitate identification by Client of its own accommodation obligations or needs as required by ADA.

Initial x _____

SET UP, CLEAN UP AND GENERAL RULES

Clients have use of the facility for 11 hours (12:00pm—11:00pm) and are allowed to arrive at the facility no earlier than 12:00pm for set up on the day of the event. No personal or sub-contracted items or equipment may be delivered earlier than 12:00pm on the day of the event. All items that are not property of The Villa San Juan Capistrano must be removed from property on the date of the event by 11:00pm. All formal event festivities (music and bar) must end by 10:00pm. One hour has been allocated for striking the venue. At the close of festivities, catering and Villa staff will begin cleanup. All guests and outside vendors must vacate premises by 11:00pm. Personal items may only be left on the premises if special arrangements have been made with Villa

Management prior to the event. Any special set-up arrangements are subject to review and approval by The Villa prior to the event and will incur additional charges. Initial **x** _____

Nothing may be attached, taped, stapled, nailed or glued in any way to any part of The Villa, including, but not limited to, walls, ceiling, floors, furniture, grounds and landscaping. No tapered candles, confetti or sparklers are permitted. Only freestanding equipment and/or decorations may be used. The Villa provides sufficient heating throughout the property and does not recommend outside heaters, but if necessary, the Client is responsible for any damages that may occur. Décor items may be hung on property with discretion from Villa Management. Initial **x** _____

The Client is responsible for communicating to their florist that the florist must return to The Villa SJC at the end of the event. The florist is responsible for the removal of floral arches, centerpieces, garland, etc. Trash must be removed from the property with the florist, as the use of The Villa SJC's dumpsters is not allowed. Initial **x** _____

Placement of decor, florals, floating candles, etc. are not permitted in The Villa's marble tub. These items cause damage to the marble, failure to comply will result in the forfeit of the Client's security deposit. Initial **x** _____

In compliance with San Juan Capistrano city ordinances, smoking is not permitted for any reason, with the exception of the designated smoker's lounge area or outside of the venue gates. Initial **x** _____

RAIN PLAN AND COSTS

The Villa San Juan Capistrano is an outdoor venue. If rain is forecasted on event date, client must pay all additional costs for tents and/or umbrella tables to be erected in the courtyard. Amount of coverage would be contingent on guest count. A main canopy would be placed in the courtyard and will cover the ceremony, cocktail hour and reception. Additional tents and/or umbrella tables would be placed between the trees. Costs of tenting will vary depending on your needs. The date secured is rain or shine. During the months of November and April, rain is more probable, therefore, guest counts must be at or below 150. The decision for tenting must be received by 12:00 pm, two days prior to event date. Client must contact The Villa SJC to assist with placing order to Signature Party Rentals. Once this decision is made, there is no turning back. If the forecast predicts 60% chance of rain on event day, and it turns out to be beautiful, clear and sunny, the tent will not be able to be removed as it takes several hours to break down and no refunds will be issued. If the decision to purchase necessary tents is forgone, please be advised Signature Party Rentals, will not place their tables, chairs and linens in harmful conditions. Initial **x** _____

The Client understands that Signature Party Rentals and Archive Rentals will not place their rental items (farmhouse tables, vineyard chairs, etc.) in conditions that would cause damage. In the event of rain, rentals may need to be reordered to comply with the policies of Archive and Signature Party Rentals. Initial **x** _____

FORMS OF PAYMENT ACCEPTED

The Villa accepts Visa, Master Card, Discover or check as payments. The Villa does not accept American Express. Initial **x** _____

CATERING

We have our own Catering Team here at The Villa- no outside caterers, food or alcohol is allowed, with the exception of confectionaries. Any outside food, beverages, or deliveries must be approved by Villa SJC management. Initial **x** _____

Due to seasonality we do not offer tastings at The Villa SJC. Similar dishes may be available at our sister restaurant The Ramos House Café where a reservation can be made through Villa management. We encourage our clients to dine at the cafe to get a better sense of the style of cuisine our catering team will be serving for your wedding day. Initial **x** _____

The Client is not permitted to make use of The Villa SJC's Kitchen or refrigeration for storage of any items. Initial **x** _____

DEPOSIT FOR CATERING

A non-refundable catering deposit of \$5,000 is required during the first catering meeting. Three weeks prior to your event date is the point of no return - all accounts must be settled, including final head counts, menu selections, rental agreements and service changes. Initial **x** _____

FOOD & BEVERAGE MINIMUMS

By renting The Villa San Juan Capistrano, client guarantees the purchase of food and beverages from The Villa Catering at a minimum charge of \$109.00 per seat, **regardless of age** - this does not include labor, rentals, gratuity, tax or anything else needed to execute your event. It is simply a food and beverage minimum. For guest counts below 110 on an event date, a \$12,000.00 food & beverage minimum guarantee will be required. Confectionaries from outside bakeries are not included in the food and beverage minimum. Also it's the Villa's policy not to box up food to go with the exception of your confectionaries. Initial **x** _____

15% SERVICE FEE

Per The Villa San Juan Capistrano's 2020 Estimated Pricing Sheet, a 15% service fee is applied to all events. The 15% service fee is based on the combined food and beverage bill, pre-tax. The Client understands that the 15% service fee is a mandatory charge, and is taxable. Initial **x** _____

BAR SERVICE

If management is witness to unauthorized outside alcohol entering the premise, all alcohol service will be stopped for the remainder of the evening. There will not be a refund or reimbursement to the client if they do not adhere to these rules. The staff reserves the right to cut off alcohol service to any guests that appear to be at the point of being dangerous to their own welfare or the welfare of others. All guests must have proof of age documentation on premises and will not be served if they do not. The bar may be shut down at the discretion of The Villa's management for any safety and/or legal reasons. Any alcohol the client brings into the Bridal Suite or Groom's room before the event needs to be placed behind the bar and served by our staff once the gates open to the guests. Initial **x** _____

WEDDING COORDINATION

Client is required to use The Villa SJC's preferred In-House Day-Of-Coordination team, Joy n' Company. If the client should choose to hire in an outside coordinator they must be approved by Villa SJC management, and there is an additional \$750 fee for day-of venue management. Initial **x** _____

EQUIPMENT RENTALS

Signature Party Rentals and Archive Rentals are the exclusive equipment rental company at The Villa San Juan Capistrano. Any outside rental companies must be approved by Villa SJC management. The Villa's team will place and manage all Signature Party Rental and Archive Rentals orders. There is a \$300 Rental Management Fee applied to all invoices, in-house coordinator or otherwise. Initial **x** _____

The CLIENT understands that The Villa San Juan Capistrano does not include the rental of tables, chairs or linens. Initial **x** _____

WEDDING REHEARSALS

The Villa San Juan Capistrano will allow up to 1 hour wedding rehearsal on site. Scheduling of such rehearsals shall be at the discretion of The Villa's management in order to accommodate other scheduled events. Initial **x** _____

Rehearsals must be scheduled with The Villa SJC's in house coordination team, Joy 'n Company. Rehearsal times are subject to change if an event gets booked for the same day. Initial **x** _____

MUSIC PACKAGE

The Villa's sound system is state-of-the-art and is specifically designed for outdoor events. In order to maintain and protect the equipment and to comply with the City of San Juan Capistrano's rules and regulations, The Villa requires all non-acoustic music to be managed by The Villa's approved vendor, Divel Entertainment.

Initial x _____

DIVEL ENTERTAINMENT (RESIDENT DJ) Basic DJ Package = \$1,500.00

Keith Divel (Owner) 949.463.0666 | Djdivel@gmail.com | www.divelentertainment.com | Owner, Keith Divel, has professionally trained each DJ to adapt to different situations and "read the crowd" effortlessly, to engage and entertain guests, while providing an event that will not be forgotten. From classical to hip-hop, new wave, big band, electronic dance and country western, Divel Entertainment hits all genres across the board. Divel has many bands to refer if you would like to hire a live band.

DREAM BROTHER (RESIDENT DJ) Basic Package = \$1,500

Kris Winrich (Owner) | dreambromusic@gmail.com | www.dreambrothermusic.com

Client is also welcome to work with The Villa's second in house DJ, Kris Winrich of Dream Brother Music. Kris is also an experienced vocalist and guitarist, and can work alone or in tandem with Divel Entertainment as a live musician.

OUTSIDE ENTERTAINMENT

If client decides to use an outside entertainment source whether it be a DJ or a band, the client must notify Divel Entertainment within 30 days of signing The Villa's venue contract, so that they may book another event. All outside, non-acoustic entertainment MUST plug into The Villa's sound system and will require a \$500.00 sound management fee, paid by client to Divel Entertainment. No outside sound systems are allowed. Divel Entertainment must manage all scheduling and sound fee arrangements for outside entertainment. Please contact Divel Entertainment to make reservations: Divel Entertainment—949.463.0666 djdivel@gmail.com

Initial x _____

DANGEROUS OR OFFENSIVE BEHAVIOR

The Villa reserves the right to refuse entry, or cause to be removed from the facility, should any individual(s) whose behavior can be judged to put in peril the well-being of such same individual(s), the historic property, its contents, its staff or guests. Any and all illegal acts carried out on premises shall be reported immediately to Orange County Sheriff's Department, and shall be the responsibility of those individuals involved and the renter of the site. In such cases, the damage deposit may be applied to any legal fees or penalties incurred by The Villa San Juan Capistrano, or to defray any costs incurred by illegal acts. Initial x _____

FINE PRINT

Verbal contracts will be deemed void. All contract terms must be in writing and be included within this contract. Any requests for deviations from this contract must be made in writing and approved by The Villa management. No party shall be liable for any failure to perform its obligations in connection with any action described in this agreement - if such failure results from any act of God, riot, war, civil unrest, act of terrorism, flood, earthquake, unforeseen decision made by the City of San Juan Capistrano, or other cause beyond such party's reasonable control (including any mechanical, electronic, or communications failure, but excluding failure caused by a party's financial condition or negligence).

The CLIENT agrees to indemnify and holds harmless The Villa SJC, its managers and employees against any or all losses or claims, demands, costs, including attorney's fees and expenses for the defense thereof, arising from any way related to the rental of the facility. The CLIENT hereby acknowledges receipt of The Villa San Juan Capistrano's "POLICIES AND SCHEDULE OF FEES" and accepts and agrees to the conditions imposed therein.

Initial x _____

I hereby agree to and abide by all terms and conditions set forth in this contract. As a client of The Villa, I agree to pay all stated amounts due in accordance to the schedules specified, or will otherwise incur legal costs of collection. Failure to satisfy payment in full according to terms set forth constitutes breach of contract. I have read and agree to the terms and conditions of this contract.

CLIENT'S SIGNATURE: _____ DATE: _____

THE VILLA SJC'S MGMT: _____ DATE: _____