



## LAUREN'S LOUNGE RENTAL AGREEMENT AND CONTRACT

Agreement made on \_\_\_\_\_, 20\_\_\_\_, by and between Monterey Capital, LLC, "Lessor", and \_\_\_\_\_, referred to as "Lessee". The Lessee and Monterey Capital, LLC, Lessor agrees to the private rental use of Lauren's Lounge located in the Holman Building at 542 Lighthouse Ave, Pacific Grove, CA 93950 with the following terms and conditions:

Date of Event: \_\_\_\_\_

Type of Event: \_\_\_\_\_

Set-up starting at: \_\_\_\_\_

Event starting at: \_\_\_\_\_

Event ending at: \_\_\_\_\_

Clean-up ending at: \_\_\_\_\_

Total Hours: \_\_\_\_\_

Number expected: \_\_\_\_\_

Lessee Name: \_\_\_\_\_,

Lessee Address : \_\_\_\_\_,

Lessee Phone: \_\_\_\_\_, Lessee Email: \_\_\_\_\_.

Lauren's Lounge space is approximately 2,500 square feet and accommodates up to 100 comfortably. All rental fees listed below are subject to change due to time of year, number of attendees, and hours of events.

- A signed contract and a 50% deposit of the total rental fee is due on the day of booking.
- The balance rental fee is due ten days (10) days prior to your event.

**Cancellation:** Deposit is non-refundable. No refunds will be allowed as your cancellation may cause loss of revenue. Also, if the full rental payment is not received 10 days prior to your event, Monterey Capital, LLC, Lessor, reserves the right to cancel your reservation without your deposit being refunded. If circumstances beyond the control of Monterey Capital, LLC force us to cancel your reservation, Monterey Capital, LLC will refund all sums paid.

**LESSEE Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Payments should be made to Monterey Capital, LLC (Checks and Zelle payments are accepted)

Please mail check payments to:

Monterey Capital, LLC  
7667 Vickers Street  
San Diego, CA 92111

\*Please allow extra time when sending checks via USPS as mail times vary

~ Please scan QR code for Zelle payments

MONTEREY CAPITAL LLC

j\*\*\*a@montereycapital.net



**zelle**®

**\*\*Event date will be confirmed after signed contract and deposit have been received\*\***

**\* Full payment must be received 10 days prior to your event date \***

## Rental Rates

*(All rental fees listed below are subject to change due to time of year, number of attendees, or at the discretion of Monterey Capital, LLC, Lessor.) The rental rate includes a \$200 cleaning fee for our cleaning crew, and an additional \$200 refundable security deposit is also required. The security deposit will be refunded as long as you leave the space as your found it, or better, and will be approved by our cleaning crew. Please check the box below to indicate the number of people you will have at your event.*

**Lauren's Lounge Rental (Monday - Sunday 9:00am - 11:00pm):**

***~Due to city noise ordinances and out of respect for the Holman Building residents, loud music and/or DJ's volume must be lowered by 10:00pm.***

**Check the Box(es) that apply:**

\_\_\_\_\_ \$850 (25 people & under)

\_\_\_\_\_ \$1,200 (26 - 50 people)

\_\_\_\_\_ \$1,550 (51 - 75 people)

\_\_\_\_\_ \$1,800 (over 76 people)

\* All prices above include the \$200 after event cleaning fee

### **Total Fees Due for Events**

*0-25 people ~ Event Price = \$1,050 (\$200 refundable security deposit after inspection of Space)*

*26-50 people ~ Event Price = \$1,400 (\$200 refundable security deposit after inspection of space)*

*51-75 people ~ Event Price = \$1,750 (\$200 refundable security deposit after inspection of space)*

*76 + people ~ Event Price = \$2,000 (\$200 refundable security deposit after inspection of space)*

**TOTAL EVENT FEE:** \_\_\_\_\_

**DEPOSIT DUE:** \_\_\_\_\_

**LESSEE Initials:** \_\_\_\_\_ **Date:** \_\_\_\_\_

*Please read the material below to make sure all parties understand the requirements to ensure everyone safety and to maintain Lauren's Lounge as a clean and safe location for future use.*

**Deposit/Rental Fees:**

A signed contract and a 50% deposit of the total event price must be received to reserve your date(s) and time(s). This is nonrefundable unless Monterey Capital, LLC, Lessor, is forced to cancel, then the full deposit will be refunded. **The Balance of your rental fee is due ten (10) days prior to your event.** No terms are implied or granted and no admittance will be allowed until full payment is received.

**Catering:**

You may hire your own caterer for your event to provide food and beverages, but there is absolutely no cooking inside Lauren's Lounge due to the limited ventilation and it being a fire hazard.

**Site Decoration:**

Monterey Capital, LLC, Lessor, wants to make every event at Lauren's Lounge a special experience. Therefore, every effort will be made to allow lessees to use decorations reflecting their creativity. However, to maintain our facility you may not use the following: No nails, screws, staples or penetrating items should be used on our walls, furniture, or wood. In addition, No confetti, No glitter, & No party poppers are allowed to be used. Any tape or gummed backing materials must be properly removed upon departure, and in an extreme case of any wall damage, the deposit will be withheld.

**Cleaning, Trash, Furniture and Equipment Removal:**

When filing out this rental agreement, you will need to incorporate your set-up time and your clean-up time, which must be approved by Monterey Capital, LLC, Lessor. Upon arrival, Lauren's Lounge will be in a good and clean condition for your event. You are required to return the space in the same condition it was found, if not better.

All trash must be collected, properly bagged and left organized just outside the restroom for our cleaning crew. All furniture must be left in the same place you found it. Movie theater chairs are not to be rearranged and before departure must left in their upright position. If you use our folding tables and chairs, please return to the storage room where they belong. All rental equipment must be removed the night of your event, unless otherwise approved by Monterey Capital, LLC, Lessor.

**Lost and Found:**

Monterey Capital, LLC, Lessor, takes no responsibility for personal effects and possessions left on the premises during or after any event. However, we do maintain a lost and found and we will make every attempt to return any recovered item to its rightful owner.

**LESSEE** Initials: \_\_\_\_\_ Date: \_\_\_\_\_

**Conduct:**

There is absolutely no drug use or smoking of any kind tolerated on the premises or within 25 feet of the building including loitering or congregating outside on the sidewalk at any time during your event. Disparaging remarks or any type of physical violence will not be tolerated and will be cause for immediate removal from the premises and loss of Security Deposit. **LESSEE** and their guests must be considerate and use proper conduct while on the premises. Conduct deemed disorderly at the sole discretion of Monterey Capital, LLC, Lessor, shall be grounds for immediate removal from the premises, conclusion of the rental period, and in some cases no refund of the rental fee or security deposit shall be made.

**Smoke-Free Facility:**

Lauren's Lounge is a smoke-free facility. Although the building is equipped with fire sprinklers, the Lounge is located in a potentially flammable historic building. There is no open flame or frying allowed on site or any cooking as our facility is not ventilated for this purpose. No smoking anywhere in the building, including the restroom or within 25ft of the building. If smoking materials are discarded in planters, sidewalks or near the grounds, your security deposit will be withheld. In addition, any guests violating the smoking restrictions will be asked to leave the premises immediately.

**City, County, State and Federal Laws:**

**LESSEE** agrees to comply with all applicable city, county, State, and Federal laws and shall conduct no illegal act on the premises. This includes but is not limited to the city of Pacific Grove noise ordinance of loud music needing to be lowered by 10:00pm. Lauren's Lounge is a drug-free and non-smoking facility. **THERE ARE NO EXCEPTIONS.** **LESSEE** shall not sell alcohol on premises at any time. **LESSEE** may not serve alcohol to minors on the premises at any time. For everyone's safety, **LESSEE** agrees to ensure alcoholic beverages are consumed in a responsible manner. Monterey Capital, LLC, Lessor, 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 Lauren's Lounge or the safety of its landlord, owner, residents, tenants, guests, or building contents.

**Liability and Indemnity:**

The **LESSEE** agrees that it will indemnify and save harmless Monterey Capital, LLC, Lessor, from any and all liability, loss and other damage claims or obligations resulting from any injuries or losses of this nature.

Monterey Capital, LLC, Lessor, shall not be liable for any claims for injury or damage to persons or property from any cause whatsoever relating to the occupancy of the facility by the **LESSEE**, including any such claims arising out of damages or losses occurring on sidewalks and other areas adjacent to the facility during the term of this lease agreement or any extension of such term.

**LESSEE** Initials: \_\_\_\_\_ Date: \_\_\_\_\_

**INSURANCE REQUIREMENTS:**

The **LESSEE** shall obtain a one-day policy (Certificate of Insurance) with commercial general liability insurance coverage listing:

Monterey Capital, LLC  
 542 Lighthouse Avenue, Unit #113  
 Pacific Grove, CA 93950

As additionally insured, to protect against liability for damage claims through public use of or arising out of accidents occurring in or around the facility. The insurance policy shall provide a minimum coverage amount of \$1,000,000/\$2,000,000. The insurance policy shall also provide coverage for contingent liability of Monterey Capital, LLC, Lessor, on any claims or losses.

**\*\* If alcohol is served at any time during the event, the **LESSEE** must obtain host liquor liability insurance in accordance with the number of guests anticipated to be in attendance\*\***

The insurance policy/policies shall be delivered to Monterey Capital, LLC, Lessor, 5 days prior to the date of the RENTAL as per page 1 of this agreement.

If the insurance policy/policies are not delivered to Monterey Capital, LLC, Lessor, then Monterey Capital, LLC, Landlord, is authorized to cancel the event, and Monterey Capital, LLC, Lessor will notify the **LESSEE** by phone and/or email per the information provided on page 1 of this agreement.

Many online companies provide affordable One Day Event Insurance, below are a few options around \$100:

- ~ Event Sured - [Eventsured.com](http://Eventsured.com)
- ~ Event Helper - [Eventhelper.com](http://Eventhelper.com)
- ~ K&K Insurance - [Kandkinsurance.com](http://Kandkinsurance.com)

**LESSEE** Initials: \_\_\_\_\_ Date: \_\_\_\_\_

**Dispute Resolution:**

Disputes must first undergo 30 days of good faith negotiations. If unresolved, parties agree to binding private arbitration, not public court with (JAMS Arbitration Service), in Monterey County, California.

**Arbitration of Disputes:**

Any dispute, claim, or controversy, damages, including tort claims and fee disputes arising out of or relating to this Agreement, or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by binding arbitration in Monterey County, California, before a single arbitrator. *The arbitration shall be administered by JAMS Arbitration pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. The arbitrator’s decision shall be final and binding on both parties, and judgment may be entered in any court having jurisdiction*

**Attorney Fees/ Arbitration Fees:**

In the event of any arbitration or legal action to enforce or interpret this Agreement, or to resolve any dispute arising from this Agreement, the prevailing party (the party who succeeds via settlement, compromise, or dismissal, not just court judgements) shall be entitled to recover from the non-prevailing party reasonable attorney fees, attorney pre-litigation fees (incurred in the preparation of service of default notices) costs, and expenses incurred therein, including but not limited to arbitration proceedings, arbitrator fees and administrative fees, to the extent permitted by California law.

**GOVERNING LAW**

This Agreement shall be governed by the laws of the State of California.

**Signatures:**

\_\_\_\_\_ (Lessor) Date: \_\_\_\_\_

\_\_\_\_\_ (Lessee) Date: \_\_\_\_\_

**LESSEE** Initials: \_\_\_\_\_ Date: \_\_\_\_\_

# Lauren's Lounge - Cleaning Checkout List

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

Lessee Name: \_\_\_\_\_

Checkout Time: \_\_\_\_\_

#	Tasks	Checked		Comments
		Yes	No	
1	Remove all decorations			
2	Remove all rented furniture & return all existing furniture to its original place			
3	Empty all trash cans, including bathroom, into large trash bags			
5	Turn off Heating &/or A/C unit			
6	Turn off Audio visual equipment			
7	Return theaters chairs to upright position			
8	Lock Secondary entrance door			
9	Lock Main entrance door			
10	Leave key in lockbox & close lockbox			

~ The checked boxes above & signature below verifies all checkout tasks have been completed, unless otherwise noted in the comments section.

X

\_\_\_\_\_  
LESSEE Signature

\*\* This form needs to be completed and emailed to [jerica@montereycapital.net](mailto:jerica@montereycapital.net) no later than noon the day following your event in order to receive your refund!

LAUREN'S LOUNGE  
**HOLMAN**