Event:_____ Event Date:_____

"Top of the Ritt."
Conditions of Use

Rental Agreement

1. A Signed and Approved Rental Agreement is required for all uses of the fourth floor. A copy of the agreement and all necessary permits are to be in the possession of the permittee or representative during the event. Permittee or Representative may not assign or sub-lease any portion of the facility at any time.

2. Rental Agreements are issued only to Adults 21 and over. Alcohol permits (where applicable) are issued only to adults 21 and over and are the responsibility of the permittee or representative

Reservations & Security Deposit

3. A security deposit of $500.00 is required to reserve a date with a completed application. The deposit is refunded 2-4 weeks after the event if there are no damages or additional cleaning costs for the facility. Mail completed application and Security Deposit to "Top of the Ritt", attn: Monica, c/o 660 High St., Santa Cruz, CA. 95060.

Cancellations & Full Payment

4. Cancellations made 30 to 120 days prior to the event will result in the rental fee being refunded and the "Top of the Ritt" retaining the security deposit. Refunds will not be given for cancellations made less than 30 days prior to the event. Full payment is due 1 month prior to the event.

. **Liability Insurance**

5. Permittee or Representative must provide Management with a certificate of insurance evidencing the $1,000,000.00 each occurrence/$2,000,000.00 aggregate minimal coverage limits for bodily injury and property damage for the general liability and naming the "Top of the Ritt", Pacific Ave. and Church St. LLC, its members, officers, agents, and employees as additional insured's. **See Insurance Requirements.**

Indemnification and Hold Harmless

6. Permittee or Representative does hereby agree to defend, release, indemnify and hold harmless "Top of the Ritt", Pacific Ave. and Church St. LLC, its members, officers, agents, and employees from and against any and all claims, demands, judgments damages, expenses (including reasonable attorneys' fees and court costs) and awards whatsoever which may result from the use of the facility and or building, the above activity/event, except for such claims, demands, judgments, and awards as may result from the sole negligence of "Top of the Ritt", Pacific Ave. and Church St. LLC, its members, officers, agents and employees as additional insured's.

Security Personnel

7. A minimum of two designated Security Personnel, are required for all events. One to patrol the fourth floor and rear stair cases and one to patrol the main lobby and front stair cases to prevent unauthorized guests from entering the building and prevent loitering in or around the building. Management at the expense of the Permittee or Representative may require additional licensed/uniformed Security Personnel. Management must approve the Security Company a minimum 2 weeks prior to the event.

Occupancy Load

8. Attendance is limited to the occupant load of the facility as established by the City Fire Marshal or as determined by the management.

Time of Use

9. Occupancy of the facility is allowed at the time specified on the approved application/agreement. Users are expected to leave at the time specified. Permittee or Representative may be billed $200.00 per hour for any use beyond the approved end time.

Conditions of Facility

10. Permittee or Representative must leave all facilities/amenities clean, orderly, undamaged and fully secured according to the Checkout Form provided. If the facility is not left in a satisfactory condition as determined by management, a portion of or all of the deposit will be retained. If the deposit doesn't cover the cost of cleanup or damage, Permittee or Representative will be billed additional fees. If the facility is not clean or orderly upon your arrival, it should be brought to the attention of management. **See Facility/Building Checkout Form.**

Decorations

11. No staples, pins, tacks, nails, screws or other objects are allowed to be placed into any part of the facility, equipment or furniture located in the building. Nothing can be attached to or hung from the Fire Sprinkler System. Only fireproof or fire retardant materials may be used for decorations and at no time will any exits be covered or obstructed. No glitter, confetti or similar substances, or throwing of rice, etc. are allowed.

Alcohol

12. Alcoholic Beverages are permitted only by an approved caterer with an ABC permit. A copy of the permit is required by management at least 2 weeks prior to the event and one must be displayed during the event. All alcoholic beverages must be kept inside of the building's fourth floor or on the terrace area. No alcoholic beverages are allowed in the staircases, lobbies or elevators.

Smoking

13. Smoking is prohibited in or on any of the premises of the facility or building.

Music

14. Sound amplification is allowed and must follow the noise ordinance in the downtown area. The windows and doors facing Pacific Avenue must not be left opened during amplification. All music must end no later than 10:00pm.

Parking

15. Parking is available in the double deck parking lot adjacent to the facility. If reserved spaces are needed please contact the Parking Office in the Locust Street Garage at (831) 420-6105.

Animals

16. No animals, other than Seeing Eye and Service Animals are allowed.

Right to Revoke Permit

17. Management shall have the right to enter the facility and all parts thereof at any and all times during a scheduled event. Management retains the right to revoke permission for use of the facility at any time and may terminate any event when it is necessary for the safety, health, morality, welfare, protection of the facility, violation of any rules and regulations of the City of Santa Cruz, etc. solely at the discretion of Management. Termination of event will result in forfeiture of all monies paid including the security deposit and the event will not be rescheduled. The facility is in compliance with the Federal Americans with Disabilities Act as interpreted by the City of Santa Cruz Building department as of December 2008.

Cooking

18. No cooking is allowed in the Caterers Prep Room. All food must be prepared off site. Warming appliances are allowed and must not damage the electrical system in the facility. All food waste must be disposed of in a trash container and not put down any sink or drain in the building. A sink is provided only to wash hands, rinse utensils and dishes etc. All trash/recyclables must be securely bagged and taken to the refuse area on the ground floor for disposal.

Children

19. Children must be supervised at all times. Children are not permitted outside on the terrace, in stairwells or elevators without adult supervision.

Lost or Stolen Items

20. Management is not responsible for lost, damaged or stolen items.

Responsible Person

21. The Permittee/Representative must remain on site during the event, is responsible for the conduct of all guests and be available to do a Check Out walk through with management at the end of the event.

Conditions of Use have been read, acknowledge and agreed to by:

_____ _____

Permittee/Representative Date

_____ _____

Permittee/Representative Date