



# Rasta Rita Cantina and Venue

## HOUSE RULES, POLICIES AND PROCEDURES

THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES DEFINED ABOVE AND BECOMES BINDING UPON SIGNATURE OF BOTH PARTIES. THE CONTRACT MAY NOT BE AMENDED OR CHANGED UNLESS EXECUTED IN WRITING AND SIGNED BY BOTH RASTA RITA CANTINA (RRC) AND THE CLIENT(S).

### THE PARTIES AGREE TO THE FOLLOWING:

#### LOCATION OF RASTA RITA CANTINA

THE HOURLY RENTAL IS IN A COMMERCIAL AREA WITH THE ADDRESS 73662 HOMESTEAD DR. TWENTYNINE PALMS CA. RRC IS AN HOURLY RENTAL SPACE WHICH INCLUDES BOTH AN INDOOR AND OUTDOOR FOOTPRINT.

#### INSURANCE

CLIENTS MUST HAVE "DAY OF" INSURANCE AND THIS INSURANCE CERTIFICATE SHOULD BE SUBMITTED TO THE RRC MANAGER TWO WEEKS PRIOR TO THE EVENT DATE. CLIENT'S PERSONAL CERTIFICATE OF INSURANCE MUST INCLUDE PERSONAL LIABILITY AND HOST LIQUOR LIABILITY WITH LIMITS NOT LESS THAN \$1M PER OCCURRENCE. WE DO NOT REQUIRE A CERTAIN \$ AMOUNT FOR THE DEDUCTIBLE, NOR DO WE REQUIRE COVERAGE FOR OTHER THINGS (INCLUDING, BUT NOT LIMITED TO) CANCELLATION/ POSTPONEMENT, JEWELRY, GIFTS, LOSS OF DEPOSITS, ETC. THESE ARE OPTIONAL ITEMS THAT YOU CAN COVER IF YOU WISH (THEEVENTHELPER.COM). CLIENTS ARE REQUIRED TO LIST THE EXACT FOLLOWING AS ADDITIONALLY INSURED: RASTA RITA CANTINA AND VENUE SOLE PROP. MARIO MELENDEZ, 73662 HOMESTEAD DR. TWENTYNINE PALMS CA.

#### VENDORS

MUST BE APPROVED BY THE RRC MANAGER AND MUST ALSO DEMONSTRATE GENERAL LIABILITY WITH LIMITS NOT LESS THAN \$1M PER OCCURRENCE WITH LIMITS NOT LESS THAN \$1M PER OCCURRENCE. VENDORS MUST PROVIDE PROOF OF WORKER'S COMPENSATION INSURANCE. ALL INSURANCE CERTIFICATES. VENDORS ARE REQUIRED TO LIST THE EXACT FOLLOWING AS ADDITIONALLY INSURED: RASTA RITA CANTINA AND VENUE SOLE PROP. MARIO MELENDEZ, 73662 HOMESTEAD DR. TWENTYNINE PALMS CA. OUR PREFERRED TACO VENDOR IS RASTA - TACO BRYCE@RASTATACO.COM (949) 763-8226.

#### SECURITY DAMAGE DEPOSIT

PRIOR TO ACCESS TO PROPERTY CLIENT(S) WILL PROVIDE RRC WITH A DAMAGE/LOSS DEPOSIT OF 50% OF VENUE RENTAL. ANY DAMAGE OR OTHER LOSSES RESULTING FROM THE RENTAL WILL BE DEDUCTED FROM THIS DEPOSIT BY RRC. GUEST EXPLICITLY AGREES THAT ANY DAMAGE TO OR LOSS OF THE VENUE FURNITURE, FIXTURES, EQUIPMENT, OR PROPERTY CAUSED BY THE CLIENT(S). THEIR VENDORS, EMPLOYEES, AGENTS, REPRESENTATIVES, OR INDIVIDUAL ATTENDEES SHALL BE THE SOLE RESPONSIBILITY OF THE CLIENT(S), ONCE PROPERTY HAS BEEN INSPECTED FOR ANY POTENTIAL DAMAGE FROM THE CLIENT(S) RENTAL.

#### CATERING

RRC HAS A HEALTH DEPT APPROVED KITCHEN THAT IS OPEN TO VENDORS. ADDITIONAL KITCHEN/CATERING EQUIPMENT MUST BE APPROVED BY THE SITE MANAGER AT LEAST (30) DAYS PRIOR TO THE EVENT DATE. DEEP FRYERS ARE NOT ALLOWED ANYWHERE ON THE PROPERTY. KITCHEN AREA MUST BE LEFT COMPLETELY CLEAN, FREE OF ANY SPILLS/TRASH/DEBRIS. ALL TRASH MUST BE DOUBLE BAGGED AND TAKEN TO THE DUMPSTER. ANY TRASH THAT CANNOT FIT WITHIN THE ONSITE DUMPSTER MUST BE REMOVED BY THE CATERER OR CLIENT. CATERER MUST COMPLETE A WALKTHROUGH AND CHECK OUT WITH THE VENUE. ALL CATERERS AND STAFF MUST HAVE SAN BERNARDINO COUNTY FOOD HANDLER CARDS. IF AN OUTDOOR SPACE IS A SATELLITE KITCHEN THE GROUND MUST BE COMPLETELY COVERED WITH RUG TYPE FLOOR MATS OR ASTRO TURF.

#### BAR/BEVERAGE CATERING

WE ARE AN ALCOHOL BEVERAGE CA LICENSED VENUE, THEREFORE WE PROVIDE ALL ALCOHOLIC AND NON-ALCOHOLIC BEVERAGES. BARTENDERS, CLIENTS AND VENDORS ARE RESPONSIBLE FOR MONITORING ALCOHOL CONSUMPTION RATE AND ENSURING THAT ALCOHOL IS ONLY SERVED TO THOSE AGE 21 OR OLDER. SHOTS AND SELF-SERVICE OF ALCOHOL ARE NEVER PERMITTED. THIS INCLUDES WINE/CHAMPAGNE BOTTLES ON THE TABLES. NO CONSUMPTION OF ALCOHOL IS ALLOWED BY EMPLOYEES. ALL ALCOHOL MUST STAY WITHIN THE CONFINES OF THE PROPERTY. NO GUESTS ARE ALLOWED TO BRING ALCOHOL OUTSIDE OUR FRONT DOOR AND INTO OUR PARKING SPACE.

#### EVENT PLANNER/COORDINATOR

A DAY-OF COORDINATOR IS A GOOD IDEA BUT NOT MANDATORY. THIS PERSON SHOULD BE ONSITE FOR THE DURATION OF YOUR EVENT INCLUDING SET UP AND BREAK DOWN AND MUST REMAIN ONSITE UNTIL THE LAST VENDOR EXITS THE PROPERTY. WE WANT YOU TO ENJOY THE PARTY WITHOUT HAVING TO WORRY ABOUT SCHEDULES, TRASH, DISHES, FOOD, ETC. THE RRC SITE MANAGER IS RESPONSIBLE FOR THE OVERALL MANAGEMENT OF THE VENUE AND ITS POLICIES AND PROCEDURES BUT DOES NOT ACT AS AN EVENT COORDINATOR

#### GUESTS

THE TERM "GUESTS" SHALL REFER TO ANY PEOPLE OTHER THAN THE CLIENT(S) WHO ARE PRESENT AT RASTA RITA CANTINA, RRC AT THE INVITATION OF OR WITH THE PERMISSION OF THE CLIENT(S), INCLUDING BUT NOT LIMITED TO GUESTS, HIRED HELP, EMPLOYEES AND DELIVERY PERSONS, AND OTHER PERSONS WHO ARE INTENTIONALLY PERMITTED ACCESS TO RRC BEFORE, DURING AND AFTER THE RENTAL AND UNTIL SUCH TIME AS CLIENT(S) HAS COMPLETELY VACATED AND SURRENDERED THE PREMISES.

CLIENT DATE: \_\_\_\_\_ RASTA RITA CANTINA VENUE CLIENT(S) INITIALS \_\_\_\_\_ + \_\_\_\_\_  
CLIENT NAME: \_\_\_\_\_

**PHOTOGRAPHY**

WE WOULD APPRECIATE ACCESS TO ANY PHOTOGRAPHY/VIDEOGRAPHY SHOTS FOR USE ON OUR WEBSITE AND FOR OTHER PROMOTIONAL MEANS. WE ALSO WELCOME YOU TO TAG US @RASTARITA-CANTINA ON INSTAGRAM.

**RESTROOMS**

CLIENT(S) UNDERSTANDS THERE ARE 3 ADA RESTROOMS IN THE CANTINA. ONLY TISSUE IS TO BE PLACED IN TOILETS. CLIENTS WILL BE RESPONSIBLE FOR PLUMBING ISSUES THAT MAY OCCUR DUE TO FAILURE TO COMPLY WITH THIS POLICY. RRC WILL SUPPLY SOAP, PAPER TOWELS AND TOILET PAPER.

**SECURITY**

RRC CANNOT BE HELD RESPONSIBLE FOR SAFEKEEPING OF EQUIPMENT, SUPPLIES, WRITTEN MATERIALS OR ANY OTHER VALUABLE ITEMS LEFT ON THE PROPERTY. CLIENT AND ALL GUEST ATTENDEES ARE RESPONSIBLE TO PROVIDE SECURITY OF ANY SUCH AFOREMENTIONED ITEMS AND ASSUMES THE RESPONSIBILITY FOR LOSS THEREOF.

**SMOKING + FLAME, FIRE & CANDLE POLICY - No OPEN CANDLE FLAMES**

ABSOLUTELY NO SMOKING OR VAPING ARE PERMITTED IN THE RENTAL AREAS. CIGARETTE BUTTS MUST BE PLACED IN DESIGNATED RECEPTACLES AND NOT ON THE GROUND OR CONCRETE TO AVOID ADDITIONAL CLEANING FEES.

**HOUSE SOUND SYSTEM/ DJ POLICIES**

THE DJ OR LIVE BAND MUST SIGN A COPY OF THE HOUSE RULES AND BE APPROVED BY RRC AT LEAST 30 DAYS PRIOR TO THE EVENT. IT IS REQUIRED FOR THE DJ OR BAND TO CHECK IN WITH THE SITE MANAGER PRIOR TO SETTING UP EQUIPMENT. RRC IS EQUIPPED WITH A DJ BLUETOOTH BOSE SPEAKER. ADDITIONAL AUDIO EQUIPMENT IS ALLOWED WITH APPROVAL FROM SITE MANAGER WITHIN 30 DAYS PRIOR TO THE EVENT DATE. DJ IS ALLOWED TO PLAY MUSIC UP TO 1 HOUR PRIOR TO THE CONTRACTED TIME, BUT THE AUDIO VOLUME IS LEFT TO THE DISCRETION OF THE SITE MANAGER.

**ANIMALS**

PETS OF CLIENTS, EVENT STAFF, OR GUESTS ARE STRICTLY PROHIBITED ON PROPERTY AT ANY TIME, EXCEPT IN INSTANCES WHERE CLIENTS OR GUESTS USE A REGISTERED SERVICE DOG. THIS EXCEPTION IS MADE WITH WRITTEN RRC PRE-APPROVAL ONLY, SO PLEASE NOTIFY US IN ADVANCE.

**CHILDREN**

AGE 2-10. BABYSITTER IS ALWAYS RECOMMENDED.

**RENTALS, DÉCOR & PERSONAL ITEMS**

ALL ITEMS (PERSONAL, RENTAL, DECOR, TABLES, CHAIRS, ETC.) MUST BE REMOVED BY THE AT THE END OF YOUR RENTAL. DECORATIONS MAY NOT BE ATTACHED TO ANY STRUCTURE OR SURFACE WITH TAPE, WIRE, NAILS, SCREWS OR OTHER FASTENERS THAT COULD CAUSE DAMAGE, UNLESS PERMITTED BY THE MANAGER. BIRDSEED, RICE, CONFETTI, FLOWER PETALS, BALLOONS, GLITTER, PYROTECHNICS, AND SPARKLERS ARE NOT PERMITTED ANYWHERE ON THE PROPERTY.

**DUTY TO SUPERVISE UNRULY GUESTS**

CLIENT(S) ACKNOWLEDGES THEY HAVE THE SOLE AND EXCLUSIVE DUTY TO SUPERVISE ANY AND ALL PERSONS WHO ARE GRANTED OR PERMITTED ACCESS TO THE VENUE AND TO ENSURE THAT SUCH PERSONS CONDUCT THEMSELVES IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT AND THE RULES, REGARDLESS OF WHETHER SUCH PERSONS ARE CLIENT(S) REPRESENTATIVES OR GUESTS. RASTA RITA CANTINA DOES NOT ASSUME ANY RESPONSIBILITY FOR THE CONDUCT OF THE CLIENT(S), ANY CLIENT REPRESENTATIVE OR ANY GUEST, NOR SHALL RASTA RITA CANTINA RRC HAVE ANY DUTY TO SUPERVISE CLIENT(S), THEIR REPRESENTATIVES, OR GUESTS. RASTA RITA SHALL HAVE THE RIGHT TO REMOVE ANY PERSON(S) FROM THE VENUE OR TO DENY ANY PERSON(S) ACCESS TO THE VENUE AT ANY TIME AT THEIR DISCRETION. ANYONE WHO APPEARS TO BE INTOXICATED, IMPAIRED OR UNDER THE INFLUENCE OF OTHER LEGAL OR ILLEGAL SUBSTANCES, OR WHO IS ENGAGED IN DISORDERLY CONDUCT (INCLUDING PROFANE OR ABUSIVE LANGUAGE OR THREATENING BEHAVIOR), DANGEROUS, UNSAFE, INTIMIDATING OR ILLEGAL ACTS INCLUDING BUT NOT LIMITED TO ASSAULT, BATTERY, VANDALISM, GRAFFITI, THEFT OR PROPERTY DAMAGE MUST BE REMOVED FROM THE VENUE IMMEDIATELY, AND CLIENT(S) SHALL BE RESPONSIBLE FOR PROMPTLY CONTACTING LAW ENFORCEMENT OFFICIALS TO ASSIST AS NECESSARY OR APPROPRIATE.

**LIMITATION OF LIABILITY**

IN NO EVENT SHALL RASTA RITA CANTINA RRC, OR ANY OF THEIR AGENTS, REPRESENTATIVES, PRINCIPALS, EMPLOYEES, OFFICERS, DIRECTORS AND AFFILIATES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY, OR ANY SIMILAR DAMAGES, INCLUDING, WITHOUT LIMITATION: LOST PROFITS, LOSS OF REVENUE OR INCOME, COST OF CAPITAL, OR LOSS OF BUSINESS REPUTATION OR OPPORTUNITY, AS TO ANY MATTER UNDER, RELATING TO, OR ARISING OUT OF THE EVENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE.

**TERMINATION**

IT IS UNDERSTOOD AND AGREED THAT SHOULD YOUR GROUP FAIL TO ADHERE TO ALL RULES, POLICIES AND CONFORM TO THE PROPER USE OF THE BUILDINGS AND FACILITIES, RASTA RITA CANTINA, RRC, MAY, AT ITS DISCRETION, TERMINATE THIS AGREEMENT AND REQUIRE THE RENTING PARTIES TO VACATE THE PROPERTY, FORFEITING ANY AND ALL FEES AND MONIES. WEAPONS, FLAMMABLE SUBSTANCES, TOXIC OR HAZARDOUS SUBSTANCES, CONTROLLED SUBSTANCES AND ALL OTHER ILLEGAL OR DANGEROUS ITEMS OF ANY KIND OR NATURE ARE STRICTLY PROHIBITED AND MAY NOT AT ANY TIME BE BROUGHT INTO THE VENUE. IT IS UNDERSTOOD THAT IT SHALL BE CLIENT(S) SOLE AND EXCLUSIVE RESPONSIBILITY TO ENSURE THAT SUCH ITEMS ARE NOT BROUGHT INTO THE VENUE AND CLIENT(S) SHALL BEAR FULL CRIMINAL, CIVIL AND OTHER LEGAL RESPONSIBILITY FOR THE SAME.

**ATTORNEY'S FEES VENUE AND JURISDICTION**

IF ANY ACTION OR PROCEEDING, INCLUDING MEDIATION OR ARBITRATION, IS INITIATED RELATING TO THE PROVISIONS OF THIS CONTRACT OR ANY DEFAULT UNDER THIS CONTRACT, THE PREVAILING PARTY IN SUCH ACTION OR PROCEEDING SHALL BE ENTITLED TO ALL OF ITS REASONABLE EXPENSES, INCLUDING COSTS AND ATTORNEY'S FEES. IF THERE IS ANY DISPUTE BETWEEN THE PARTIES HERETO, VENUE AND JURISDICTION SHALL BE VESTED EXCLUSIVELY IN THE MUNICIPAL OR SUPERIOR COURTS OF THE COUNTY OF SAN BERNARDINO, CALIFORNIA.

“OUR GOAL IS TO CREATE A MEMORABLE EXPERIENCE”

CLIENT DATE: \_\_\_\_\_

RASTA RITA CANTINA VENUE

CLIENT(S) INITIALS \_\_\_\_\_ + \_\_\_\_\_

CLIENT NAME: \_\_\_\_\_