

Summit House Restaurant
Gazebo at Vista Park Rental Agreement

Client Name _____

Park Rental # _____

Client Address _____

Rental Date ____/____/____

City _____ State _____ Zip _____

Time of Use _____ to _____

Purpose of use: _____

Rental Fee: _____

Security Deposit: _____

Total Paid: _____

The following will be our agreement at the time all fees and deposits are received:

RESERVATIONS AND DEPOSITS

A rental agreement is required with the Summit House Restaurant to reserve the gazebo / amphitheater in Vista Park. Unless secured by a rental agreement, use of the Gazebo area or Vista Park by the client for any reason will not be guaranteed by the Summit House. All required fees and deposits shall be paid in full at the time of application. No reservation is confirmed until all fees and deposits are paid in full. Deposits may be made to the Summit House Restaurant by check, cash credit card, or money order. In the event of cancellation, rain or other inclement weather only the security deposit will be returned. Rental fees are non-refundable. All agreements must be signed by a responsible adult. The person signing the agreement must be present at the event. Rental agreements are nontransferable to other persons, groups, dates, or times. A maximum of one day per month may be reserved by any one person or group.

PAYMENTS, FEES, SERVICE CHARGES

Rental fees are based on a four hour rental (including time for decorating, cleanup, and picture taking) and one additional hour for wedding rehearsal on a previous date to be scheduled with the Summit House. The nonrefundable rental fee is \$650.00 plus a \$150.00 security deposit. For events not associated with a concurrent Summit House Restaurant banquet function the nonrefundable fee is \$1000.00 plus a \$150.00 security deposit. Payment made by personal check may be drawn upon a local bank, and must be made a minimum of ten (10) business days prior to the function. Credit Card payments must be made on the premises of the Summit House Restaurant and must be signed by the person named on the credit card.

A service charge of 20% will be applied to all charges including, but not limited to, room fees, gazebo rental fees, ceremony fees and equipment rental fees. All rental fees and service charges are subject to California State Tax (Ref. California Sales Tax Law Regulation #1603 and annotation #550 and #780).

FOOD AND BEVERAGE

All food and beverages must be purchased through The Summit House Restaurant. No food or beverage is permitted to be catered either professionally or non-professionally in Vista Park or on the premises of the Summit House Restaurant. If alcoholic beverages are brought on to the premises, or if any person under 21 years of age is found consuming alcoholic beverages, or if the client, client's guests or client's vendors are intoxicated on the premises, we reserve the right to terminate the function, at no expense to the Summit House Restaurant with no refund to the client.

WEDDING CEREMONIES

A fee of \$450.00 will be charged for a wedding ceremony performed on the premises of the Summit House Restaurant or in Vista Park. Additional fees for required rentals will be charged at Summit House cost plus 20% service charge. The Summit House will provide coordination of the rehearsal and ceremony, arrangement for required rentals, set up and tears down of same. The client is responsible for removing all flowers, decorations, and equipment not arranged through the Summit House from Vista Park immediately following the ceremony.

ADDITIONAL INFORMATION

Proposed use of the Gazebo at Vista Park shall not interfere with the public enjoyment of the park; deter from the health, safety, moral welfare, or recreation of the general public; cause unusual or extraordinary expense to the Summit House Restaurant or the City of Fullerton; not draw crowds in excess of the capacity of the facilities. Groups and individuals using the facilities shall abide by all laws and regulations, including fire and safety regulations and Municipal code restrictions, pertaining to the use of the facilities. Any group violating the regulations and conditions governing the use of the facilities shall be subject to immediate revocation of facility use privilege and the Summit House will retain all fees previously paid. Groups and individuals using the facilities are responsible for any damage or loss of City of Fullerton property or Summit House Restaurant property connected with such use.

- ❖ No private dressing rooms are available on the premises for client or vendor use.
- ❖ No amplification is allowed except on prior approval of the Summit House Restaurant. The average overall sound level for music may not exceed 55 decibels per FM 15.90 and/or at a reasonable volume as determined by the Summit House.
- ❖ Flowers, balloons, and streamers are allowed, but only string and floral tape may be used to hang decorations. Use of staples, tacks, nails, and/or tape will result in forfeiture of your security deposit. All decorations must be fireproof. For safety reasons, rice, birdseed, confetti, and silk rose petals are not to be used on the premises of the Summit House or on the walkways or parking areas of Vista Park. ___ init.
- ❖ The Summit House will not be responsible for equipment or personal property of the client or client's vendors left on the premises following the function. ____ init.
- ❖ The possession, use, or sale of illegal substances on the premises of the Summit House or in Vista Park by the client, client's guest or client's vendors will result in immediate termination of the function, with no refund to the client.
- ❖ Candles, open flames, or portable heaters and canopies are not allowed without a fire permit; a separate permit will be required for each type of use.
- ❖ All parking signs and restrictions must be observed and obeyed.
- ❖ Neither the Summit House Restaurant nor the City of Fullerton has control over the scheduling of oil company repairs or rigging equipment. ___ init
- ❖ No other verbal or written agreements that are in conflict with this document will be in effect unless approved in writing by the Summit House general manager.

Acknowledged and accepted:

By _____
Client Signature

Date _____

Client Name (print)