

This Agreement executed on _____ (Date) between the Persian Zoroastrian Organization (PZO) and _____ (Renter) to use the property located at 10468 Crothers Road, San Jose, CA 95127 (Premise) for the purpose of _____ (Event). The total rental price charged to the Renter by PZO for the Event is _____ (Rental Price).

Renter's Contact Information:

Name: _____ Phone Number: _____
Address: _____

ALL RESERVATIONS AND AGREEMENTS are made upon, and are subject to, the following terms and conditions (Agreement):

I - Deposit & Contract Due Date:

- a. A copy of the signed contract and deposit of \$ _____ are due from the Renter on _____ (date). The remaining balance of the Rental Price is due from the Renter on _____ (date).

If PZO has not received the signed Agreement and deposit by the due date, PZO will automatically release the Date without notice. If PZO has not received the remaining balance by the due date, PZO will automatically release the Date without notice and retain all deposits without further obligation to Renter.

- b. Should the Renter for any reason decide not to use the Premise, all funds collected by PZO shall be forfeited.

II - Event Details:

Date	Start Time	End Time	Number of Guests	Requested Area

Description of Event:

Terms and Conditions:

- 1) If Renter violates any provision within this Agreement, PZO reserves the right to terminate this Agreement and retain all funds received.
- 2) The Premise is leased solely for the purpose of a private event, such as a private party or memorial service, and shall not be used for any other purpose including but not limited to a political or public event.
- 3) PZO reserves the right to inspect the Premise at all times including during the Event.
- 4) Renter is required to obtain a comprehensive special events general liability insurance coverage for an Event with 50 or more guests. The insurance shall list PZO, its directors, employees/volunteers and agents as additionally insured. Renter is required to provide proof on insurance to PZO a minimum of 10 working days prior to Event.
- 5) Renter hereby covenants and agrees to indemnify and hold harmless PZO and its directors, employees/volunteers and agents against and from any losses, damages, claims, expenses or liability, including the cost of defense thereof, for any claims or damages for injury to persons or property resulting from the use of the Premise, if such injury is due to the negligence or intentional misconduct of Renter.
- 6) The Renter agrees to begin the event at the start time listed in section II, and agrees to have guests, invitees, and other persons vacate the Premise by the end time listed in section II. Renter may be charged for additional time if the Event starts or ends at times other than those listed above in section II.
- 7) The performance of this Agreement by either party is subject to acts of God, government authority, disaster, strikes, civil disorders, or other emergencies, any of which make it illegal or impossible to provide the Premise for the Renters' event. It is provided that this Agreement may be terminated for any one or more of such reasons by written notice from one party to the other without liability.
- 8) PZO shall not be held liable for any loss of or damage to any personal property of Renter or personal property of Renter's guests, invitees or other persons brought onto the Premise for the Event by the Renter.
- 9) Any expenses incurred by PZO for damages to the Premise or caused by Renter, Renter's guests, invitees or other persons brought onto the Premise for the Event by the Renter shall be the responsibility of the Renter.

- 10) All sub-contractor(s) hired by the Renter is/are the sole responsibility of the Renter. Renter has full responsibility of informing the sub-contractor(s) of any and all terms and conditions of this Agreement. All conduct resulting in any damage(s) by sub-contractor(s) or any of their employees while on the Premise is the responsibility of the Renter.
- 11) PZO shall not be responsible for any losses, injuries or deaths occurring on the Premise, around or near the Premise including but not limited to the parking areas and driveways.
- 12) Renter agrees that at the end time listed in Section II all debris, trash and similar items will have been picked up and disposed of appropriately, both inside and outside of the building (parking lot included), and all furniture and furnishing will have been replaced in the positions they were in prior to the Event and the Premise will be left in the same condition it was in prior to use by Renter. Renter will forfeit any deposit in the case of any violation(s) full compensation to PZO.
- 13) The Renter will promptly pay PZO the full amount required to repair or replace the damage to the Premise, real or personal, which have been caused by Renter, its subcontractor(s), Renter's guests, invitees or other persons brought onto the Premise for the Event.
- 14) Decorations and decorating materials must conform to all applicable laws, including fire codes. No nails may be used on the walls.
- 15) No smoking is allowed in or within 10 feet any structure on the Premise.
- 16) Renter, at not time, before, during or after the Event sell any products or services related to the Event, including but not limited to food, beverages or alcohol of any kind.
- 17) No gambling of any kind is allowed within the Premise.
- 18) No open flames, fireworks, burners, sparklers or any other item that may cause fires are allowed within the Premise.
- 19) PZO has the right to immediately terminate any Event that has been verbally informed of excessively loud music or noise above the standard set by the City of San Jose or any type of unnecessary disturbance to the neighbors.

20) Renter will comply with all statutes, codes, and ordinances of the County of Santa Clara, City of San Jose, State of California and any federal law. All permits required by the City, County or State shall be received by PZO prior to the event.

RENTER:

Signature

Date

Print Name

Contract received by PZO:

Signature

Date

Print Name

Insurance Certificate received and reviewed by PZO:

Signature

Date

Print Name