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# THE ACADEMY

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## THE ACADEMY SF PRIVATE EVENT FACILITY RENTAL AGREEMENT

This Facilities Rental Agreement ("Agreement"), is entered into on the date signed below, by and between Two Gents LLC, of 2166 Market Street, San Francisco, California 94114-1319 ("Licensor"), and \_\_\_\_\_ ("Licensee"). The parties hereto, intending to be legally bound, and in consideration of the mutual covenants hereinafter contained, agree as follows:

### GRANT

Licensor, on the dates and times set forth herein, and subject to the terms and conditions of this Agreement, hereby grants to Licensee a license to use The Academy SF's

\_\_\_\_\_ ("Facility") for a private event ("Event") to be held on \_\_\_\_\_ with approximately \_\_\_\_\_ people in attendance (invited guests only - see "Changes to # of Attendees" policies below).

### DATE / TIMES OF PERMITTED USE

Access to the Facility for the Event will commence at \_\_\_\_\_ for setup and \_\_\_\_\_ for guests on the date of the Event and will end at \_\_\_\_\_ for guests and \_\_\_\_\_ for Licensee and any vendors. All use of the Facilities shall terminate no later than the time and date herein stated, and said Facilities shall be vacated by all persons using the same hereunder at or before such time and date. Any time for Licensee to set-up, tear down and remove equipment provided must be budgeted as part of the total rental contract. Overtime will be charged at 1.5x the hourly rental rate, plus any applicable beverage and staffing charges.

### FEES

A full breakdown of costs can be found at the following link:

Licensee shall pay to Licensor the sum of \$ \_\_\_\_\_ (the "Total Fee"). Licensee shall deposit the sum of \$ \_\_\_\_\_ with Licensor upon the execution of this Agreement. The balance of the Total Fee \$ \_\_\_\_\_ (exact final amount subject to change per communication with Licensor, based on mutually agreed-upon changes) shall be paid in full by Licensee no later than the day before the Event. Licensor may terminate this Agreement if any payment is not made when due.

### FEE NOTES:

### RESERVATION DEPOSIT

Licensee shall pay to the Licensor the Reservation Deposit of 25% of the Total Fee on the date and in the amount as indicated on the invoice, or the Licensee's reservation date may be released and this

Agreement will be void. The Reservation Deposit, once paid, shall be non-refundable to Licensee, but can be applied toward a future event by mutual agreement between Licensee and Licensor.

### **3RD PARTY RENTAL SITES**

Should the Licensee book the event rental via a 3rd party site such as Peerspace, no additional deposit is required. Licensor is not responsible for any additional fees charged by the 3rd party site (booking fees), and such fees are *not included* in the Total Fee. Furthermore, any processing fees charged to the Licensor by the 3rd party site will not be charged back to the Licensee (each party assumes responsibility for fees charged by the 3rd party site and these fees are not reflected in the Total Fee)

### **INDEMNIFICATION**

Licensee shall indemnify, defend and save harmless Licensor, its officers, agents and employees from and against any and all loss, cost (including attorneys' fees), damage, expense and liability (including statutory liability and liability under workers' compensation laws) in connection with claims, judgments, damages, penalties, fines, liabilities, losses, suits, administrative proceedings, arising out of any act or neglect by Licensee, its agents, employees, contractors, Licensees, invitees, representatives, in, on or about the Facility. This indemnity shall survive the termination of this Agreement. Licensee hereby releases Licensor from any and all liability or responsibility to Licensee or anyone claiming through or under Licensee by way of subrogation or otherwise for any loss or damage to equipment or property of Licensee covered by any insurance then in force.

Any use of the Facilities involving a danger or risk determined by the Licensor in its sole discretion, shall be covered by liability and property damage insurance provided by Licensee, at Licensee's sole cost and expense and endorsed for the benefit of the Licensor, with insurance companies acceptable to the Licensor. The bodily injury liability coverage shall be not less than \$1,000,000 each occurrence. The property damage liability shall be not less than \$1,000,000 for each occurrence. Licensee will provide the Licensor with evidence acceptable to the Licensor that such insurance has been obtained and will cover Licensee's event at least seven (7) days prior to the Event.

### **"AS-IS" CONDITION / HOUSE RULES**

Licensee agrees to accept the Facility in its "as-is" condition "with all faults" and agrees to abide by any provided "house rules" as given to Licensee by Licensor in writing prior to the start of the Event.

### **BEVERAGE SERVICES**

Licensor is responsible for the administration, distribution and service of all alcoholic beverages, in compliance with existing liquor laws. It is mandatory that all liquor, beer and wine be supplied and dispensed by Licensor. Custom bar minimums and/or packages apply to all beverage service. If actual headcount exceeds pre-paid headcount as charged in invoice, client shall promptly pay the associated package price per additional person, plus applicable fees and taxes. No shots will be served and hard liquor must be served as a mixed or rocks beverage, due to liquor liability issues. Licensor reserves the right to refuse to serve alcoholic beverages to anyone, require proof of legal drinking age from any guest appearing to be under the age of 30 and contact law enforcement officials, if it deems necessary or appropriate, to protect Licensor property or personnel or for any other reason.

## **CHANGES TO NUMBER OF ATTENDEES**

If there are any per-person charges associated with the rental agreement, the final number of attendees must be given to the Licensor within (14) days of the Event. Should the actual number of checked-in attendees at the Event be higher, the Licensee agrees to pay any applicable difference in cost to the Licensor. Should the actual number of checked-in attendees at the Event be lower than the final total provided, there will be no refund of any applicable fees. If this Agreement is entered and signed within the 14-day window for finalizing guest count, then the number of attendees given at the time of signing the Agreement shall be final.

## **LOST ITEMS**

Licensor does not assume liability for any personal property, merchandise or equipment ("Property") of Licensee, its employees, agents, contractors, volunteers, patrons, guests, invitees or third party providers brought to the Premises or the theft of the Property or other losses suffered thereby, and any Property brought onto the Premises shall be at the sole risk and responsibility of the Licensee.

## **ASSIGNMENT AND SUB LICENSING**

Licensee shall not assign any interest in this License Agreement or otherwise transfer or sublicense the Facility or any part thereof or permit the use of the Facility to any party other than Licensee.

## **TERMINATION**

Licensor may terminate this Agreement based upon any one or more of the following events:

- A. Failure of Licensee to pay the Total Fee or any other charges due hereunder when the same is due;
- B. Licensee fails to perform any of its covenants hereunder. In any of the aforesaid events, and in addition to any and all rights and remedies available to Licensor by law or in equity, Licensor may, with or without further notice, forthwith terminate this Agreement and expel and remove Licensee, or any other person or persons in occupancy from the Facility, together with their goods and chattels, using such force as may be necessary in the judgment of Licensor or its agents in so doing, without evidence of notice or resort to legal process or becoming liable for any loss of damage which may be occasioned thereby, and repossess and enjoy said Facility, and in addition to any other remedy it may have, Licensor may recover from Licensee all damages it may incur by reason of such breach by Licensee.

## **INTERFERENCE**

Licensee shall use the Facility in a manner which shall not cause interference with the use or occupancy of the other portions of the Building by Licensor or others in any way. Licensee's use hereunder will be done in such a manner so as not to interfere with or impose any additional expense upon Licensor in maintaining the Building.

## **COMPLIANCE WITH LAWS**

Licensee shall comply with all laws, statutes, ordinances and governmental rules and regulations. Licensee agrees to fully indemnify the Licensor against any liability, claims or damages arising as a result of a breach of the provisions of this Section by Licensee, and against all costs, expenses, fines or other charges arising therefrom, including, without limitation, reasonable attorneys' fees and related costs incurred by the Licensor in connection therewith.

## **RESTORATION**

If any damage occurs to the Facility, or if any repairs or replacements need to be made to the Facility as a result of Licensee's exercise of its rights under this License, Licensee shall pay Licensor for any such damage, repairs, or replacements upon demand by Licensor, provided Licensor can give proof of the cost of damages in writing or invoice.

Licensee is responsible for the safety and good order of all equipment and other property owned by the Licensor and/or being displayed at the Licensor's premises, and is liable for said equipment and other property if it is lost, stolen, damaged or misplaced by Licensee's agents or the attendants at Licensee's Event whether or not invited.

## **CANCELLATION**

Licensee may cancel this Agreement at no cost, less any deposit(s), at any time up to 30 days prior to the Event Date by providing written notice of such election to Licensor. If Licensee shall elect to so cancel this agreement between 30 and 7 days prior to the Event Date, Licensee will be charged 50% of the Rental Cost and any expenses incurred in good faith by Licensor in preparation for Licensee's use of the Facility. For cancellations less than 7 days prior to Event Date, Licensee will be charged 100% of the Rental Costs and any expenses incurred by Licensor.

If official health and/or government guidelines should intervene (e.g. COVID-19 pandemic restrictions) such that the event is not possible or needs to be adjusted in size and scope, the above cancellation policy will be waived and a refund will be given for any fees or deposits paid (in the event of cancellation), or an adjustment to this agreement may be made by both parties in order to comply with such guidelines.

## **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of California and the City of San Francisco. Any legal actions, claims or demands shall be handled in a court of competent jurisdiction within the State of California.

## **FACILITY RULES & RESTRICTIONS**

Private event FAQ can be found at [www.academy-sf.com/private-event-details](http://www.academy-sf.com/private-event-details)

1. **Alcohol** — No shots will be served and hard liquor must be served as a mixed or rocks beverage, due to liquor liability issues. "Last call" is 30 minutes prior to the end of the rental, unless any additional "cleanup" time has been reserved, in which case last call is 30 minutes prior to the end of the beverage package time.
  - a. Alcohol may not be served to minors. At any time, if Licensor's event staff deems alcohol consumption to be excessive, the staff has the authority to close down all alcohol service and/or evict inebriated guests from the Facility.
2. **Animals** — No pets or animals are allowed inside the Facility at any time except those specifically trained to assist the disabled and wearing the appropriate tags, are permitted in the building. under applicable state and local laws.

3. **Catering (Food)** — Licensee agrees to make every effort to cater with one of the approved caterers on Licensor's provided list, or pay additional fees. The Licensor reserves the right to approve any caterer providing food and/or drink at the Facilities.
4. **Cleanup / Post-Event** — Complete cleanup of all rented areas is required (except for typical custodial duties as provided by cleaning fee). A post-event walk-through with a Licensor staff is required at the close of the event. If Licensor finds the condition of the facility to be inadequate or any damages or mess beyond what can reasonably be handled by Licensor's custodial staff, special maintenance and/or repair services will be contracted by Licensor and any fees charged to Licensee.
5. **Contact Person** — The Licensee shall designate a person as the contact person who will have final say for decisions related to the Licensee's use of the facility.
6. **Decorations** — Licensee may not erect, post, place or affix any decorations, signs, advertisements, posters or cards of any description on any portion of the Facility without written permission of the Licensor.
  - a. Tape and adhesives must be approved by the Licensor. No pins, tacks, nails, or any other puncturing devices are allowed.
  - b. No candles or open flame.
  - c. The use of glitter, confetti, sand, birdseed, rice, flower petals, fog machines, pyrotechnics, sparklers and blowing bubbles or any substance that causes litter or debris are not permitted inside or outside the Facility.
7. **Documentation** — Licensor and/or its representative(s) may request permission in writing from Licensee prior to the event start time to photograph or videotape the Event for promotional purposes.
8. **Drugs** — The use or possession of any illegal drugs or substances is strictly prohibited.
9. **Equipment** — The Licensor assumes no responsibility for equipment supplied by Licensee or another party. The Licensor reserves the right to approve (1) all equipment used hereunder and (2) the supplier of said equipment.
10. **Food** — Outside food brought in by Licensee, not provided by a caterer, may incur a waste disposal / additional cleanup fee of \$100-\$250.
11. **Insurance** — Guests must provide proof of insurance (venue-specific) and valid permits for all outside vendors.
12. **Logo** — Camera-ready artwork of the Facility is available. However, prior written approval is required for any use of the Licensor's logo.
13. **Minors** — Any minors (guests under age 18) must be supervised by a parent or adult guardian at all times. Our venue is not suitable for young children, and we strongly recommend childcare services in lieu of bringing kids to The Academy.
14. **Moving Items** — No furniture, artwork, decor, or any other property within The Academy SF may be moved without express permission from management or its representatives on site. We do not guarantee any specific requests for floor plan changes.
15. **Music / DJ** — Use of a DJ must be approved in advance, and DJ location within the venue is subject to approval by the Licensor, depending on any other activities happening within the building. DJ must provide all equipment. No subwoofers are allowed.
16. **Noise** — The City of San Francisco Noise Ordinance shall be abided by for any activities inside or outside, playing of music, or other noisy activities.

17. **Outdoors** — All outdoor spaces within the Facility close at 10PM; no loud noise – including yelling or shouting – or amplified music is allowed at any time, including DJs.
18. **Parking** — Non-exclusive public street parking surrounds the Facility. Valet service is available at an additional cost - please ask for references. Public transport is easily accessible (closest Muni Stops are the Church St. Muni Rail Station and surrounding bus stops). Licensor highly suggests the use of public transportation, carpooling, use of shuttles, or valet service.
19. **Property** — All of Licensee's property must be removed from the Facility by Licensee at the end of the Event, unless prior agreement is made with Licensor in writing. Additional charges may apply if arrangements are made to pick up property outside of the time in this Agreement.
20. **Public Postings** — Any public postings / invites need to be approved by the Licensor prior to publishing, including any social media promotion of the Event.
21. **Security** — Security Service may be required, at the Licensee's expense, for events in which Licensor believes such services are necessary. The number of required security guards will be determined by the Licensor based upon event type and guest count; provided that Licensee may supply security services in excess of those required by the Licensor. A quote for approval will be provided to the Licensee a minimum of 72 hours prior to the event date. Licensee shall be solely responsible for ensuring adequate security service is required for the Event and in no event shall Licensor's review and approval of the amount or type of security services provided at an Event impose any liability upon the Licensor with respect to claims that such amount or type of security services may be inadequate.
22. **Site Visits** — Site visits prior to the Event may not be done on a "drop-in" basis and may only be scheduled by mutual agreement with Facility management, except in cases where Club Membership may allow Licensee to visit the Facility for a casual visit. Licensee reserves the right to apply additional charges for site visits exceeding two (2) tours/visits of the Facility for planning and coordination purposes.
23. **Smoking** — (including vaporizers and including the Outdoor Terrace) is not allowed inside the Facility or in any entrances, exits or other areas immediately adjacent to the building. Smoking is only allowed in front of the venue at the curb.
24. **Staff** — All events will be staffed by Licensor staff members. Licensor's staff is the final authority for special activities and will okay or deny last minute changes by the client or client's subcontractors. Licensor's staff persons are not available to lift, carry, load and unload, or move anything that is not Licensor property.
25. **Vendors** — Licensor must approve any outside vendors participating in the Event, as well as the location of said vendors within the venue. The Licensee must submit a list of all subcontracted vendors and suppliers (i.e. caterers, florists, rental companies, sound system designers, musicians) and alert Licensor to approximate arrival/delivery/pick-up dates and times prior to the Event Date. All vendors must be properly licensed, insured, and agree to abide by any requirements set forth by Licensor.

**SIGNATORIES**

This Agreement shall be signed by Licensor on behalf of Two Gents LLC and by Licensee

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

***Licensor: Two Gents LLC (DBA: The Academy SF)***

Full Name:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Authorized management representative

***Licensee: Authorized representative(s)***

Full Name:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**THIS AGREEMENT MUST BE SIGNED AND COMPLETED PRIOR TO START OF EVENT  
ALONG WITH FULL PAYMENT OF ALL FEES.**

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