



1601 2nd Ave, Oakland CA 94606
Oakland, CA 94606

RENTAL AGREEMENT

We are pleased that you have chosen **OakCali Bar** for your celebration.

This venue rental agreement is between **OakCali Café dba OakCali Bar**, located at 1601 2nd Ave, Oakland, CA 94606 ("Venue/Proprietor") and ("Renter") for an event on:

Day, Month Date, Year
Starting Time – End Time ("Event")
Up to # of guests

with details as follows ("Agreement"):

Event Location: 1601 2nd Ave, Oakland, CA 94606

The buyout total for the event is **\$x,xxx.xx**, with a Sales Tax of **\$xxx.xx** and **\$xxx** service charge. The buyout total includes a bar spending minimum of **\$x,xxx**, once met the bar becomes a "cash-bar" where guests are responsible to pay on-the-go unless Renter authorizes to keep the a tab open beyond the minimum. Renter is aware of its responsibility to pay for any overage amount with a 20% service charge. Renter is also aware of its responsibility to pay the difference if minimum bar spend is not met. Happy hour pricing does not apply for private events. Please bring a form of payment to settle the balance at the close of the event. All payments shall be made in the form of cash or credit card.

____ **(initial)** Venue does not hold on to credit card information to settle the balance at the end of the event unless Renter had previously made arrangements with Venue. A 10% charge will be applied for any declined credit card payments.

If Renter agrees to the terms as stated, Renter shall provide credit card information to be kept on file until the day of the event. A deposit hold of **\$300** may be seen on your credit card one week prior to the event. To secure the requested date, Venue requests credit card information be remitted by **Day, Month Date, Year**. If the event is cancelled by Renter with less than 1 (one) week notice, 100% of the deposit in the amount of **\$300** will be forfeited.

As further set forth below, in the event that any damages are incurred as a result of Renter's actions that do not arise as a result of Venue's breach of its representation, warranties and obligations hereunder, the Renter shall assume full responsibility. This would include damages to the property, building, furnishings, etc. made by the Renter or by any of the Renter's guests attending the event.

By signing this agreement, Renter attests that all guests in attendance are age 21 or older. Renter takes full responsibility for any issues that may arise if any guest's age is misrepresented.

Each party represents and warrants that: (i) it has the right to enter into this Agreement and perform all of its obligations hereunder; (ii) the making or performance of this Agreement does not violate any agreement with any third party; and (iii) it will do nothing to interfere with or impair the other parties' rights in this Agreement.

Additionally, Venue hereby warrants and represents that it will be in full compliance with applicable laws and regulations regarding the operation of a commercial business which serves alcohol and food to the general public; that the Venue is and will be in safe working condition and order; that Venue and its employees are fully licensed to offer and render the services described herein, and that all such licenses are active; that Venue's employees assigned to render the services described herein will discharge their responsibilities in a safe manner; and that all alcohol consumed at the Venue shall be prepared in accordance with applicable laws and regulations and shall be fit for human consumption.

Venue and client each for themselves, and their officers, directors, employees and agents ("Indemnities"), hereby indemnifies and holds the other Indemnities harmless from any liability, claim, suit or cost (including reasonable outside attorney's fees) relating to:

- (i) a breach of the other's representations, agreements and warranties set forth hereunder;
- (ii) the illegal, reckless or negligent conduct by the other (including, without limitation, the illegal, reckless or negligent conduct of its officers, directors, employees, and agents) during the Event; or
- (iii) the Renter's use of the services and facilities of the Venue.

This Agreement shall be construed, governed and enforced in accordance with the internal laws of California. Both parties hereto hereby submit to the exclusive jurisdiction of California courts for trial with jury waiver for any disputes hereunder.

This Agreement may only be modified in writing signed by both parties.

This Agreement is the entire agreement between the parties and supersedes all prior understandings and agreements.

This is a binding contract between OakCali Café dba OakCali Bar and (Renters Name Here)

Renter Contact Person: Full Name/Names

Contact: Email

Venue Contact Person: Justin West

Email: Justin.Martin.West@Gmail.com

The parties agree to and accept the terms outlined above.

Renter Signature: _____ Date: _____

Authorized Persons Name: _____

Venue Signature: _____ Date: _____

Print Name: Justin West, Proprietor



CREDIT CARD AUTHORIZATION FORM

Please print out and complete this authorization and return.
All information will remain confidential.

EVENT DATE/TIME: _____

CARDHOLDER NAME: _____

BILLING ADDRESS: _____

CREDIT CARD TYPE: ____ VISA ____ MASTERCARD ____ AMEX ____ DISCOVER

CREDIT CARD NUMBER: _____

EXPIRATION DATE: _____

CARD IDENTIFICATION NUMBER (LOCATED ON THE BACK OF THE CREDIT CARD):

AMOUNT TO CHARGE: \$ _____ (USD)

I authorize OakCali Café dba OakCali Bar to charge the agreed amount listed above to my credit card herein. I agree that I will pay for this purchase in accordance with the issuing bank cardholder agreement.

CARDHOLDER: Print Name, Sign and Date Below:

SIGNED: _____

DATED: _____

NAME: _____

Once signed, return the completed form to:

Justin West
Business Partner/Bar Manager
Justin.Martin.West@Gmail.com
1601 2nd Ave, Oakland, CA 94606