

Venue Rules & Conditions of Use

The Phoenix Clubhouse ~ Rental & Event Partnerships

GENERAL RULES

- **Venue Occupancy is 49 people.**
- **Do not leave the venue space unattended at any time during your rental or event partner time. You must remain on-site during the entire duration of the event and complete a walkthrough with venue staff at the end of your rental time.**
- **Person responsible for a rental or partnership must be 18+ (alcohol available = 21+)**
- **Must provide a photo ID and place CC on hold at the beginning of rental/event.**
- **Do not move any equipment without assistance from venue staff at the beginning of your rental (amps, instruments, furniture, etc.)**
- **Do not stand or climb on any venue furniture or equipment.**
- **Do not prop the front doors open at any time.**
- **Venue rental includes access to the main dancefloor area and a single use restroom only. Stage access is not automatically included and must be added onto your rental package if you want to use that area. Access to all other areas is strictly prohibited.**
- **Absolutely no food or drinks are allowed on the stage, equipment or sound table.**
- **The venue does not have a kitchen area to prepare or heat food.**
- **Decorations, banners, etc. are not allowed to be hung on the walls or ceiling.**
Absolutely no confetti, glitter or pinatas are permitted to be used onsite.
- **Children must be supervised at all times.**
- **No animals/pets are allowed inside the venue (licensed service animals excluded).**
- **Violating any of the rules and conditions of use will result in a \$100 minimum fee.**

AUDIO AND VIDEO SURVEILLANCE

The Phoenix Clubhouse and other surrounding businesses in the building may have audio and video surveillance in use. The cameras may be monitored during your event or reviewed and stored after the fact. A \$100 minimum fee will be charged per occurrence for violations to the rules and conditions of use that are identified using audio and video surveillance following your rental/event. Any payments made using a stored card on file will incur an additional 5% online processing fee.

PRIVATE VS. PUBLIC EVENTS

Private Rentals are events where nothing is being bought or sold and all attendees are invited guests who are not charged an admission fee of any kind.

- Examples of a private event include Band Practices, Baby/Bridal Showers, Birthday Parties.

Public Rentals/Partnerships include events that are promoted to the general public, charge a cover/ticket fee to attend, or include the sale of a product or service on-site or online.

- Additional requirements and fees apply to all Public events.

Examples of Public events include Live Music Shows, Art/Dance Classes, Concerts, Direct Marketing Events, Comedy Shows and Poetry Readings.

DEPOSITS & FEES

***Booking Fee: 50% of rental fees/invoice total**

This fee must be paid in full to confirm your reservation and is non-refundable.

***Rental Fees: Must be paid in full at least 24 hours before your rental time begins.**

All rental fees are non-refundable. If you fail to make your payment on-time or in full, your reservation will be canceled. If promotions have already begun for a public event and it is canceled for any reason, you will be charged an additional \$50 cancellation fee.

***Card on Hold/CC Authorization Form: Required for all rentals and event partnerships**

When paying an invoice on Square you must select the option to save your card on file. You will also need to sign a Credit Card Authorization Form when you arrive for your rental or event partnership. If you or any guests incur additional charges or fees during your rental time or event partnership, The Phoenix Clubhouse is authorized to charge the card placed on hold for the fee amount(s) specified in this agreement and/or 125% the current venue and equipment rates for any space and equipment use that was not covered in the original agreement. If a card on hold is used to process a payment a 5% processing fee will be added and a receipt will be sent to the email associated with your account. Your card may be held and charged more than once if needed and for at least 30 days after your rental.

***Online Processing Fee: Additional 4% non-refundable fee**

Added to all invoice payments made online or by debit/credit card.

***Card On File Processing Fee: Additional 5% non-refundable fee**

Added to any payment made using a stored card on file (incidental charges and fees or damages incurred during rental time/event partnership).

***Garbage Fee: \$15.00/event**

Charged at all events where outside food or beverages are served. Includes 2 small garbage and 1 small recycling receptacle for cans/bottles. An additional \$15 will be charged for each additional bag

of garbage left onsite. If any liquids are disposed of in the garbage/recycling cans, you fail to clean up any spills and/or food mess, or if anyone has food or drinks on the stage at any time you will be charged a misuse fee.

***Misuse of Venue Space and Equipment Fee: \$100.00 minimum**

Charged per occurrence, for any violation of the venue rules and conditions of use. The Phoenix Clubhouse space and equipment must all be returned on-time, clean, and damage free to avoid additional charges and fees.

***Space Abandonment Fee: \$500.00 minimum**

The person responsible for the rental must remain onsite for the entire duration of the scheduled rental time. You may not leave your guests unattended in the space for any period of time and if the event ends earlier than expected you must wait onsite until venue staff is able to arrive. Violating this rule will result in a \$500 fee plus any additional charges and fees incurred.

***Public Event Fee: \$50.00/event**

Charged at ALL Public Events (promoted to the general public, charges a cover to attend, or includes sales of some kind.)

***Public Event Cancellation Fee: \$100.00/event**

An additional fee charged if any public event is canceled, for any reason, after promotions have begun. This fee will be due immediately upon cancellation and will be charged to the card on hold. Canceling a public event at The Phoenix Clubhouse may affect future applications being approved.

***Public Event Change Fee: \$20.00/approved change**

DAMAGES, LIABILITY & RENTAL RESPONSIBILITIES

The person who submits an application and pays the rental fees, (referred to as “you”, “event partner”, and “person responsible for rental”) to The Phoenix Clubhouse will be held responsible as an individual and/or company if applicable, for any and all damages, loss and/or misuse that occurs during a private or public rental or event partnership. While occupying The Phoenix Clubhouse, you must act lawfully and follow all the venue rules at all times and ensure that all guests and/or attendees do the same.

You will be held responsible for any and all fines, fees, and tickets that are incurred during your rental time or event partnership. You must personally manage, or hire outside/venue staff to manage your event and ensure that all of the space and equipment provided in your rental/partnership are being used appropriately. The person responsible for the rental/event partnership will be 100% liable for the entire cost of any and all repairs and/or replacements to the rental space or equipment that is damaged, lost, stolen or destroyed during the event/rental time.

Even if the security deposit collected doesn't cover the total cost of all repairs and replacements, or if no security deposit was paid before the event, the person responsible for the rental will be 100% liable for all repairs and replacements. The Phoenix Clubhouse will have the authority to decide

whether to repair or replace any damaged or lost property and will use a variety of factors including quality and price as well as the current availability of products, labor and supplies to make this determination.

You must authorize The Phoenix Clubhouse to hold and charge your credit card information for any incidental charges or fees and damages incurred during your rental. Some examples of when the card on file would be charged includes but is not limited to the following: invoice adjustments for rental add ons (extra hours, last minute adjustments/add ons), space and equipment misuse fee, cleaning fee, and damage/loss replacement fees. A minimum of \$100 will be charged for all incidental fees (not including rental add ons/additional hours).

You will be required to provide proof of insurance and any other licenses needed for your event. If alcohol will be sold or served during a public event you must obtain a Temporary Sales License from the OLCC and will be 100% responsible for any and all fees, fines and potential lawsuits that may arise during your event. No dangerous or potentially hazardous or destructive acts, including but not limited to, fire dancing, knife throwing, or dunk tanks are permitted at The Phoenix Clubhouse.

The Phoenix Clubhouse and it's owners, employees, volunteers and agents are held harmless from any and all losses, liabilities, claims, demands, suits, actions, payments and judgments arising in any way from the use of the venue by you, employees, agents, contractors, subcontractors, customers, guests or other persons using the venue as a result of your rental agreement or event partner agreement, including any and all expenses, costs, and attorney fees incurred by The Phoenix Clubhouse and other indemnified persons or entities in defense of any suit or claim.

Venue Set Up and Clean Up

The Phoenix Clubhouse will be clean and free of food, decorations and garbage upon your arrival. Any tables, chairs or other add ons items that are included in your rental will be set up and ready for use when you arrive. Any time needed to set up and/or clean up for your event must be done during your scheduled rental time. Do not arrive before your scheduled rental time and never leave the venue unattended. If your event ends before the time your rental is scheduled to end, please notify venue staff as soon as possible and wait onsite until they arrive to complete the walkthrough.

Venue equipment that is not included in your rental may remain in the room or onstage depending on the details of your rental agreement/event partnership. It is your responsibility to ensure that the space and equipment included in your rental are being used appropriately and that only those spaces and equipment are being used. The condition in which you receive the space and equipment is exactly the condition in which you agree to leave the space and equipment at the end of your rental/event partnership.

If you or any guests/attendees enter any rooms or areas other than the space included in your venue rental they will be trespassed immediately and may face additional criminal charges. Additionally the person responsible for the venue rental will be charged a \$100 minimum fee if they are found to have violated the rental agreement by failing to monitor their guests to ensure that the space and equipment were being used appropriately at all times.

Food & Drinks (Garbage Fee)

A \$15.00 garbage fee will be charged for all rentals or events where outside food or beverages are served. All food, trash, decorations, and promotional material must be removed or placed in the appropriate receptacle for disposal at the end of your rental time. No liquids should be placed in the trash or recycling receptacles. Absolutely no food or drinks are allowed on the stage or sound table at any time. Food and drink spills must be cleaned up immediately and thoroughly. Any food and drink spills that are not cleaned up properly will result in a \$100 minimum fee that will be charged to the credit card you authorized for incidentals.

Garbage and recycling (cans/bottles) should be left in the plastic cans provided and placed by the front door at the end of your rental. Please do not remove the bags from the trash can. Absolutely no liquids are allowed in the garbage or recycling cans. You will be provided with 2 small garbage cans and 1 small recycling can at events where food and drinks will be served. If you have extra garbage that does not fit in the provided receptacles, an additional \$15.00 fee will be charged to the card on file per extra bag.

You will be charged a fee of at least \$100 per occurrence and forfeit all of your security deposit if you fail to abide by the rules and conditions of use in its entirety. At the end of your rental time or event partner event, you must complete a walkthrough with the on-site staff member who will inspect all of the spaces and equipment provided to verify that the rules and conditions of use have been met and ensure that the venue space and equipment is being left clean and damage free. If you do not complete this walkthrough before you leave you may be charged additional fees and/or forfeit all or a percentage of your expected earnings from the event. Even if you do complete a walkthrough with staff and leave the space clean and damage free, you may still be charged additional fees within 30 days if you or any attendees are found to have violated any of the venue rules and conditions of use during your rental.

Decorations

Tabletop decorations and balloons are allowed but you must provide all materials needed to decorate including tablecloths. No signs, banners or decorations of any kind are allowed to be hung or affixed to the walls or ceiling. Absolutely no tape, tacs, push pins, etc. are allowed on the walls or ceiling. Candles, pinatas, confetti and glitter use is NOT permitted at The Phoenix Clubhouse. All decorations need to be cleaned up at the end of the event. Any decorations that don't fit in the trash can provided must be removed from the venue at the end of your rental. You will be charged a minimum of \$100.00 and forfeit your security deposit if you fail to abide by the venue rules and conditions of use in their entirety.

Venue Staff

The Phoenix Clubhouse staff will be available at the start of the rental time to unlock the front doors and perform a quick check in upon your arrival. Venue staff will also return at the end of your rental time to do a walkthrough of the space and lock the front doors. During your rental time venue staff can be contacted by phone at (541)292-8532. The event space is under video surveillance and may be monitored remotely during your event.

Staff services are not included in venue rentals or partnerships unless explicitly stated and paid for in advance. Staff availability can never be guaranteed, but we will do our best to accommodate all requests. The Phoenix Clubhouse staff is not responsible for covering the door, managing the event or providing security unless explicitly stated and paid for in advance.

It is your responsibility to monitor the event at all times and if necessary cover the door, check ID's, collect money, provide wristbands, and maintain capacity (49 persons). If venue staff is contracted to operate the sound board or cover the door you will be charged an additional \$50.00 fee per service.

Alcohol

If you want to serve alcohol during a **public event** the following restrictions apply and you are required to submit an approved TSL from the OLCC, to The Phoenix Clubhouse before beginning promotions.

- The person responsible for the rental/event partnership **MUST** be 21 years or older.
- No minors will be allowed to attend, perform, or work at the event.
- You must provide at least 1 staff member/volunteer that can fulfill the following requirements:
 1. Must be 21 years or older.
 2. Agree not to consume any alcohol while on duty.
 3. Agrees to remain outside the front door to check IDs and prevent minors from gaining access and to monitor and maintain capacity (49 people) at all times.
- The person responsible for rental/event partnership **MUST** ensure that all OLCC rules and requirements are being observed at all times. This includes, but is not limited to the requirements about food, licensed servers, and preventing minors from gaining access to alcohol and/or any restricted spaces.

If you want to serve alcohol during a **private event** the following restrictions apply and you must ensure that absolutely no sales, donations, or trades of any kind take place during the event.

- The person responsible for the rental/event partnership **MUST** be 21 years or older.
- No unaccompanied minors will be allowed to attend the event.
- Absolutely no underage drinking is allowed on-site.
- The person responsible for the rental/event partnership must ensure that all laws, regulations and OLCC rules and requirements are being observed at all times. This includes but is not limited to requirements about food options, licensed servers, and preventing minors from gaining access to alcohol and/or any restricted spaces.

PUBLIC EVENT STANDARDS

Additional requirements, standards and fees apply to all **public** events held at The Phoenix Clubhouse. The Phoenix Clubhouse reserves the right to cancel any event, at any time, for any reason. The Phoenix Clubhouse will immediately cancel an event if the public event standards and venue rules and conditions of use are not being met in their entirety.

Promotions

Any promotional material that includes The Phoenix Clubhouse must be sent to and approved by the venue administration prior to distribution. Please make sure to include accurate and complete information (date, time, address, etc.) when promoting your event and email a digital copy of all promotion materials to thephoenixoregon@gmail.com.

Posters, flyers, handbills, tickets and other promotional materials can be dropped off in person on Wednesday nights from 7:00-10:00pm at Open Mic or during any of our public events. Promotion material can also be mailed to The Phoenix Clubhouse at P.O. Box 2033, Phoenix, OR 97535.

The Phoenix Clubhouse will submit event details to be included in on-line and printed event calendars such as Rogue Valley Messenger, Mail Tribune Tempo, What To Do In Southern Oregon, Jefferson State Vibes, Reverbnation and Rogue Valley Events. Public event information will also be added to our website, social media accounts and a public FB event will be created. We do our absolute best to provide these opportunities for every public event hosted at The Phoenix Clubhouse but can not guarantee that any or all of your promotion materials will be distributed or shared.

Event Management/Organization

The Phoenix Clubhouse expects that all public events held in the space will be organized and staffed appropriately to ensure that the event will be successful and problem free.

You must have sufficient staff or volunteers on-site who are trained to handle their duties and are familiar with the Venue Rules & Conditions of Use. You will also need to organize a schedule that includes sufficient time before and after the event, when attendees will not be in the space, for set up and clean up.

Performer Expectations

The person responsible for a public rental or event partnership must ensure that all acts/performers abide by the approved schedule and performer expectations set forth by The Phoenix Clubhouse.

Failure to comply with the schedule/performer expectations may result in the immediate cancellation of the event and additional fees and/or the forfeiture of up to 100% of the Event Partner's expected earnings from the event.

- All acts/performers agree to perform only original material.
- All acts/performers agree to notify the EP if they are scheduled to perform at a different event, in the Southern Oregon area, within 2 weeks of the proposed date. Information about

other events scheduled in the area will need to be included on the application so it can be considered BEFORE the event details are approved.

- All acts/performers agree not to schedule any additional events in the Southern Oregon area within 2 weeks of the scheduled event partnership at The Phoenix Clubhouse.
- Each individual performer is expected to arrive at least 1 hour before the doors open for load-in and sound check and must remain on-site until after their set/performance.
 - We encourage all performers to support the other acts on the lineup and to interact with the crowd before and after their set.
- Each performer will be responsible for providing all of their own equipment including amps, instruments, microphones, stands, cables and merch table.
- Each act will be responsible for monitoring and managing their own merchandise displays and sales during the event. The Phoenix Clubhouse is not responsible for any loss, theft or damage.
- Each individual performer will be expected to participate in and assist with promotion efforts online, in person and at the event.
- Each performer is expected to maintain a professional attitude and demeanor at all times. Excessive or underage drinking, physical or verbal abuse of any kind, to anyone and the use of illegal drugs are all examples of unacceptable behaviors that will not be tolerated by The Phoenix Clubhouse under any circumstances.
- No food or drinks are allowed on the stage or sound table.
- Each act/performer is responsible for negotiating their own compensation agreement/payment with the event partner, or person responsible for renting the space and/or producing the event.
 - The Phoenix Clubhouse and its owners, employees, volunteers and agents are not responsible for compensating the bands, producers, or individual artists unless a specific contract has been agreed upon before the event.
 - Please contact the venue if you have any questions, concerns or complaints about your compensation for a performance at The Phoenix Clubhouse.