



# **SEGERSTROM**

## **— SHELBY EVENT CENTER —**

5 Whatney,  
Irvine, CA 92618  
(949) 969-4368 [info@ssecoc.com](mailto:info@ssecoc.com)

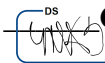
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# Facility Event Space Rental Agreement

This agreement ("Rental Agreement") is entered into as of May 8, 2024, between **Destination Irvine** ("Client"), and the Segerstrom Shelby Event Center (hereafter referred to as ("SSEC")) at 5 Whatney Irvine, CA 92618. The parties hereto, intending to be legally bound, and in consideration of the mutual covenants hereinafter, agree to the terms of this Rental Agreement. SSEC is available for a wide variety of social, business, and private functions. Our policies assure proper facility maintenance so that you and others will be able to use and enjoy the property. We require strict adherence to the following terms and conditions.

## DATES/TIMES OF PERMITTED USE

SSEC, hereby grants Client a license to use The Segerstrom Shelby Event Center ("Event Center") for **Destination Irvine Hotelier Event** ("Event") to be held on June 26th, 2024. Access to the Event Center will commence at **10:00 AM** on the date of the Event and will end at **9:00 PM** ("Access Period"). Set-up and tear-down must occur during this defined period. If tear-down and removal of non-SSEC equipment is not completed by the end of the Access Period, the Client will be responsible for additional rental time (see Event Pricing Brochure ("Pricing Brochure") attached as **Exhibit A** for details). Access for Client, Client's vendors and Client's guests is only allowed during the Access Period. Any other gatherings on SSEC Property are not allowed without express permission from SSEC. The facility fee may be adjusted for events occurring on a holiday. If a Monday is a holiday, then the Sunday evening before is priced like a Saturday night. All events must end at **10:00 p.m.** (with tear-down beginning at that time), and the rental period concluding at **11:00 PM**. Additional fees may apply for access required outside allotted time.



Client's Initials

## EVENT SIZE

Client estimates that the following number of guests will attend their Event:

Estimated Guest Count:

- Up to 100 guests

## RENTAL FEE

Per the estimate, the **\$10,450** “Rental Fee” for this Event is based on the date, type of event, rental area(s) and access period(s) and estimates of the additional amounts (“Additional Fees”) that based on the services utilized and elective options selected by you. Additional Fees include, without limitation, venue services, catering, and beverage services, outside vendor fees, and optional rentals. The actual amount payable by you as Additional Fees will be based upon the pricing described in the Pricing Brochure. Additional Fees may also apply for outside services not included in the Pricing Brochure. The Client acknowledges receipt of the Pricing Brochure and acknowledges that Additional Fees may include incidental fees that may be incurred for activities that are not identified in this Rental Agreement or the Pricing Brochure. As stated in the Pricing Brochure, there is an increase of 10% to the facility fee during holiday season (Thanksgiving to New Year’s Day) and peak event season (April through September). As stated above, if a Monday is a holiday, then the Sunday before is priced like a Saturday.

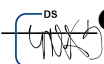


**Client’s Initials**

## INSURANCE

**Event Liability Insurance**, and **Event Cancellation Insurance** are required for all events. If alcohol will be served during the event, then **Alcohol Liability Insurance** will also be required. Proof of insurance(s) must be provided to the venue (21) twenty-one days before the event. If not received by that time, the event may be canceled at the discretion of SSEC. The insurance policies must provide coverage in an amount no less than (2) two million dollars of general liability insurance and must name Segerstrom Shelby Event Center as an additional insured.

Each vendor hired by Client must be properly insured for a minimum of one million dollars in liability coverage per event and must submit a current certificate of insurance naming SSEC as additional insured to the office of SSEC no later than twenty-one (21) days prior to the Event. SSEC is not required to grant access to any vendor that fails to timely provide such a certificate of insurance.



**Client’s Initials**

## EVENT CENTER / DECORATIONS / EVENT STAFFING


The Event Center rental includes the Wifi, View of Galleries, Event Activities, Catering Preparation Kitchen, Bar Areas, and Parking Area sufficient for 80 cars on-site for the Access Period. Additional parking is available for 80 cars for an additional fee. Optional rental options are available for event and business uses. Restrictions on decorations are included in the usage rules set forth in **Exhibit A**, which restrictions shall apply.

SSEC will determine the number of staff members necessary to work on the day of your event, including staff to see to your personal needs and the needs of your guests, coordinate the involvement of any outside vendors, handle final preparations and staff assignments, greet your guests upon arrival, handle gifts, maintain restrooms, monitor the event schedule, and can assist in the teardown of the event upon conclusion. There will be security at all events with a minimum of (2) two guards, (3) being preferred. SSEC reserves the right to determine the appropriate amount of staffing for your event. Outside staffing must be cleared by SSEC staff. Additional Fees will include the costs of all such staffing.

 **Client's Initials**

## **CATERING AND BEVERAGE**

Catering and Beverage Services vary by vendor. SSEC cannot take responsibility for the work of these vendors or guarantee their results. Client is responsible to obtain a city liquor license. Vendors not on our preferred list are subject to an outside vendor fee as stated in the Pricing Brochure. Food and beverages are only allowed in rental areas as determined from time to time by SSEC.

 **Client's Initials**

## **ALCOHOL AND DRUG POLICY**

SSEC demands strict adherence to all local & state laws regarding alcohol consumption at the Event Center. Client is responsibly to obtain a City of Irvine Liquor License for their event. If Client elects to offer alcohol during the Event, Client must understand and adhere to the following:

- Food & alcohol are only allowed in the Grand Salon area, the outside patio, and private suites. Private suites require any food delivered to the suites to be by the caterer or SSEC staff only.
- Any and all liabilities arising from the consumption of alcoholic beverages on the premises by their guests are the responsibility of the Client.
- All California State Laws and Federal Laws must be adhered to at all times.
- Client must provide, at Client's expense, a (2) two-million-dollar liability insurance policy for alcohol being served at the Event, where Segerstrom Shelby Event Center is named on the policy as additionally insured.
- Service requirements are as follows:

All alcohol must be served only by the licensed bartender(s) hired for the Event, including in private suites. Bartenders can be provided as part of SSEC additional services.

No alcohol can be served unless there is also food provided.

Alcohol Service will be closed 60 minutes before Client's tear down time begins.

Clients' underage guests are strictly prohibited from consuming alcohol on the premises.

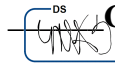
- SSEC reserves the right to require Client or any one or more of Clients guests to leave the premises, or to close the bar at any time during the Event. A list of specific behaviors that will result in expulsion or bar closure are included in **Exhibit A**.
- Illegal drugs or narcotics or use thereof, are not permitted anywhere on SSEC property, including in private cars. Any person who is found to be violating this prohibition will be required to leave the premises and will be escorted off the premises by the security team, and in the sole discretion of SSEC, the entire event may be immediately terminated, and client and guests required to depart without any refund to you whatsoever.



**Client's Initials**

## **SET-UP / TEAR-DOWN OF EVENT CENTER**

Client is responsible to tear-down the Event, unless previously arranged through SSEC vendors and staff. Client may be responsible for Additional Fees if Client does not follow these rules. Client must remove all decor from the Event Center during the Access Period; this includes items brought by Client's vendors and guests. SSEC will notify the organizer of any equipment left behind and will allow 3 days for its retrieval. If all items are not removed, Client will also be responsible for Additional Fees for each day these items remain on the property. After that time, the items will be disposed of at the discretion of SSEC.



**Client's Initials**

## **ADDITIONAL PARKING**

An additional 80 (eighty) additional parking stalls are available for your event for an Additional Fee. Client must give SSEC a (10) ten-day notice to reserve the lot. Valet services are required to use that lot. Additional parking is subject to availability. Additional parking may not be used for any unapproved activities related to the event. Events larger than 160 guests are required to use additional parking and valet services.



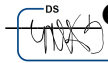
**Client's Initials**

## **CANCELLATION POLICY & RESCHEDULING**

SSEC will allow you to terminate this Rental Agreement within 14 (fourteen) days of signing the Rental Agreement, after which Client will be responsible for 50% (fifty percent) of invoice total.

If your event date is more than (6) six months prior to Event, Client can apply for a new event date, and if available, the Date Reservation Fee and security deposit will be transferred to the new date. If Clients event is rescheduled less than (6) six months prior to Event, Client can apply for a new event date, and the previous Date Reservation Fee is lost in full.

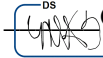
If client chooses a new event date, an additional Date Reservation Fee of (\$500) is required.

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**Client's Initials**

## **NATURAL DISASTER / SEVERE INCLEMENT WEATHER**

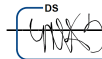
In the event that any severe inclement weather or natural disaster that renders SSEC to be unsuitable for the Event (as determined by SSEC in its sole discretion), 80% (eighty percent) of the amount paid will be applied to a future Event date. If Client should elect not to re-book, no refund will be provided. SSEC requires Client to purchase **Event Cancellation Insurance** to offset this risk.

 <sup>DS</sup>

**Client's Initials**

## **Force Majeure**

The performance of this Rental Agreement by either party is subject to acts of God, government authority, disaster, pandemic, or other emergencies, any of which makes it illegal or impossible to provide the premises or services for the event. This rental Agreement may be terminated for any one or more of such reasons by written notice from one party to the other without liability. In that event, Client may choose a new event date, and if available, all funds paid to date will be applied to the new event date. SSEC requires Client to purchase **Event Cancellation Insurance** to offset this risk.

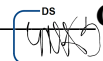
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**Client's Initials**

## **LATE AND REJECTED PAYMENT FEES**

**Late Payments:** Client will be charged a late fee of 5% (five percent) for overdue invoices (see Pricing Brochure for details). If the Rental Fee is not paid in full before (21) twenty-one business days prior to the Event, SSEC reserves the right to cancel the Event without refund.

**Returned Check/Declined Credit Card:** In the event that any check is returned by the financial institution, or a credit card is declined, Client must arrange for alternate payment within forty-eight (48) hours of notification and will be responsible for a 5% (five percent) fee for overdue invoices.

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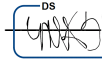
**Client's Initials**

## **PHOTOGRAPHS**

SSEC encourages Client/Client vendors and Client guests to take photos during the Event. SSEC hopes that Client will share these pictures so they can be used for promotional purposes.

SSEC staff may take photographs at the Event and SSEC reserves the right to use these photos for promotional purposes. It is understood by Client, and Client will notify their

guests and vendors that attendance at an Event at SSEC includes permission to use their images in such materials.



**Client's Initials**

## INDEMNIFICATION

Client specifically agrees to indemnify, defend and hold harmless SSEC, its owner, agents, and employees from and against any and all demands, suits, judgments, settlements, claims, damages to persons or property, fines, liens, losses and, (including claims for loss or damage to any property, or for death or injury to any individual) other liabilities (including claims for loss or damage to any property or for death or injury to any individual) including reasonable attorney fees, that are occasioned or caused by, related to, or arising from, or are alleged to be occasioned, caused by, related to or arising from any actions or omissions of Client or Client's agents, employees, guests, licensees, invitees or vendors, or for any reason whatsoever, relating in any way to the use or occupancy of SSEC's premises, or for any breach of this Rental Agreement. It is expressly understood that SSEC's damages are not limited to any deposit or any security deposit. This indemnity shall survive the termination of this Rental Agreement. Client hereby releases SSEC from any and all liability or responsibility to Client or anyone claiming through or under Client by way of subrogation or otherwise for any loss or damage to equipment or property of Client, Client's guests, or vendors.

SSEC will not be liable for any breach of contract between Client and any of its vendors or other third parties. Client shall indemnify and hold harmless SSEC and its owners, agents, and employees from and against claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of, or resulting from any agreement (or alleged agreement).



**Client's Initials**

## DAMAGES AND SECURITY DEPOSIT

To the fullest extent permitted by law, Client shall be liable to SSEC and its owners, agents and employees for any damages, losses and expenses attributable to injury to or destruction of tangible property of or at SSEC, including specifically but not limited to cars on display, arising out of or resulting from the Event, to the extent caused by the negligent or intentional acts or omissions of the Client, it's guests and vendors, or anyone directly or indirectly affiliated with the Event, or anyone for whose acts it may liable, regardless of whether or not such claim, damage, loss or expense is caused in part by SSEC. Client agrees to adhere to the Event Center Usage Rules (Exhibit A) and to ensure that client's guests and vendors honor them as well. The Client is ultimately responsible for any damage incurred during the Event, including set-up and tear-down. Such damages or loss includes, without limitation, any additional clean-up charges incurred by SSEC in the event that a caterer or any other vendor hired by Client do not leave SSEC's premises in the same condition as it was when they were granted access to SSEC's premises for the event. The Client is within its rights to

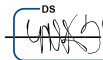
seek reimbursement for damage charges caused by Client's guests and vendors. SSEC is not obligated to participate in these efforts. Client is responsible for providing a refundable security deposit in the amount of \$1,000. SSEC will use reasonable best efforts to report any damages or loss of property to the Client on the day of the Event; however, some things may not be noticed until after the Event ends. SSEC reserves the right to make a thorough inspection of the property and identify/assess damages prior to the next scheduled Event of SSEC or within (7) seven business days of the Event whichever is shorter. If damage has occurred, SSEC will provide an itemized list to the Client and SSEC and charge account in the Authorization Form. Note: SSEC staff will make reasonable best efforts to repair damage charging only for labor. Should, however, the damages exceed the authorized amount, Client will be responsible for additional costs payable upon invoice within (7) seven days.



**Client's Initials**

## ASSIGNMENT

This Rental Agreement may not be assigned or delegated by the Client without the prior written consent of SSEC.



**Client's Initials**

## GOVERNING: JURISDICTION

This Rental Agreement is executed and delivered in the State of California, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with and governed by the laws of the State of California. In the event of any dispute in connection with this Rental Agreement, the parties hereto agree that the State courts in Orange County, California shall constitute the most appropriate venue for any such lawsuit or dispute due to the convince of likely witnesses.



**Client's Initials**

## ATTORNEY'S FEES AND COSTS

In the event of any litigation or other proceedings concerning the enforcement of this Rental Agreement, or concerning any dispute regarding this Rental Agreement, the prevailing party shall be entitled to recover his/her, or its reasonable attorney's fees, expert witness fees, and expenses and costs incurred therein.



**Client's Initials**

## NO RELIANCE: ENTIRE AGREEMENT

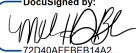
Client represents and warrants that, in executing and entering into this Rental Agreement, Client is not relying on and has not relied upon any representations, promise or statement made by anyone which is not recited, contained, or embodied in this Rental Agreement. This



Rental Agreement comprises and contains the entire agreement between the parties respecting the matters set forth in this Rental Agreement, and supersedes and replaces all prior negotiations, understandings, proposed agreements, and agreements between the parties, whether written or oral. This Rental Agreement may not be modified or amended in any way except by a writing signed by the party to be charged therewith.

 **Client's  
Initials**

**THE CLIENT CERTIFIES THAT IT IS LEGALLY ABLE TO ENTER INTO THIS EVENT CENTER RENTAL AGREEMENT AND THAT THE UNDERSIGNED HAS READ, UNDERSTANDS, AGREES TO THE TERMS AND CONDITIONS OF THIS DOCUMENT AND ITS EXHIBITS.**

DocuSigned by:  
  
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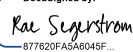
**Client's Signature**

Melissa Haley

**Print Name**

5/14/2024

**Date**

DocuSigned by:  
  
877620FASAB045F...

**SSEC Representative**

Rae Segerstrom


**Print Name**

5/14/2024

**Date**

ATTEST:

By:

DocuSigned by:  
  
0ECAD94E02E547D

Name: Carl Petersen

Title: City Clerk

5/14/2024

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

APPROVED AS TO FORM

RUTAN & TUCKER, LLP

By:

DocuSigned by:  
  
0ABE0000100C488

Name: Jeffrey Melching

Title: City Attorney

5/14/2024

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

## Event Center Rental Agreement - Exhibit A

# SSEC USAGE RULES

The following are usage rules that must be followed by all Clients, Client's guests, and vendors. Non-adherence to these rules may lead to fines and/or damages.

1. The use of tape, wires, tacks, nails, and glue to hang decorations is prohibited.
2. All decorations must be placed and removed without leaving damage.
4. Battery powered candles are allowed.
5. No glitter, rice, confetti, or flower petals may be used on the ground indoors or outdoors. Bubbles are allowed outdoors only.
5. Balloons may be used in moderation, and securely fastened to a base.
6. Fog machines, pyrotechnics, lanterns, displays or props involving water, and other special effect equipment with potential for fire or water damage are prohibited in all indoor spaces.
7. No sparklers, open flames, smoke producing machines or candles of any kind are permitted within the SSEC venue. Outdoor use is allowed with moderation.
8. Outside Vendors must be in contact with the venue no later than 30 days prior to the event.
9. Smoking is permitted **ONLY** in the outdoors designated areas. Guests smoking outside of the designated area will be directed to go to the designated area. Cigarette/Cigar butts found outside of the designated area will be classified as damage to the Event Center and a fee will be assessed.
10. Vaping of any kind is strictly prohibited inside the Event Center and is only allowed in designated outdoor areas.
11. Any and all liabilities arising from the consumption of alcoholic beverages or illegal narcotics on the premises are the responsibility of the Client.

12. Food and beverages must stay in designated areas.
13. Beer, wine, and mixed drinks **MUST** be served by a qualified bartender(s).
14. Alcohol service must cease 60 minutes before Client's rental period ends.
15. No alcohol can be served unless there is also food provided, including private suites.
16. Specific behavior that will not be allowed at the SSEC events or any other time, include, but are not limited to, the following:
  - Fighting anywhere on SSEC property.
  - Destruction of any property whatsoever.
  - Disrespectful conduct (to other Guests, Vendors, SSEC staff, or any local law enforcement or Fire Department personnel).
  - Allowing minor persons to consume alcohol.
  - Serving alcohol to any minors.
  - Possession and/or consumption of a personal supply of alcohol – this includes in private vehicles located in the Event Center parking areas.
  - Consumption of alcohol not served by bartender.
17. At any time, if SSEC staff deems alcohol consumption to be excessive, the staff has the authority to end all alcohol service and/or evict inebriated guests from the premises.
18. Any illegal drugs or narcotics used anywhere on SSEC property, including in personal cars, will cause the immediately eviction of that person(s) and possibly cause the entire event to be terminated.
19. SSEC reserves the right to evict any person(s) engaging in, but not limited to, unacceptable activities herein outlined, or not complying with the directions of SSEC staff, or local law enforcement or fire department personnel.
20. During the event, and to comply with any & all City sound ordinances, and no amplified music may be played on the patios after 9:00 pm.
21. All events must end by 10:00 pm. in order to allow for tear-down and clean-up and closure of the site by 11:45pm.
22. Car shows must end by 5:00 pm.
23. Children are not permitted to wander the grounds or galleries unsupervised by an adult.

24. No animals, except for service animals are allowed in the event center.
25. Client must be respectful of surrounding businesses at all times.
26. Client must treat any Additional Parking areas under the same rules listed in this Agreement.
27. The organization or individual reserving the space assumes all responsibility for damage to SSEC property and for leaving the premises in the same condition in which it was found.
28. Any damage is to be reported immediately to an SSEC staff member.
29. SSEC is not responsible for damage, to or theft of, equipment used or left at the SSEC premises, including damage to software by computer viruses.
30. SSEC will notify the organizer of any equipment left behind and will allow (3) three days for its retrieval. After that time, the items will be disposed of at the discretion of SSEC.
31. This Rental Contract is not transferable to another individual or organization.
32. Touching of any vehicle in any manner whatsoever or other memorabilia on display inside the facility is strictly prohibited and may be caused for immediate eviction from the SSEC property.
33. No burnouts or display of aggressive driving is allowed on SSEC property at anytime.
34. No littering.
35. All event signage must be approved in advance.
36. All printed material with SSEC logo must be approved in advance.
37. Photography is allowed.
38. Misc. Fees (at SSEC discretion):
  - Excessive Cleaning
  - Excess Trash
  - Property Damages
  - Access outside of agreement rental time
  - Optional Rentals
  - 30-Day Meeting Changes
39. **Event Cancellation Insurance, Event Liability Insurance** are required with:

- \$(2) two million general liability coverage naming SSEC as additionally insured
- If alcohol will be served at your event, then **Alcohol Liability Insurance** is required with \$(2) two million general liability coverage naming SSEC as additionally insured
- Liability coverage for additional parking

40. All California State Laws and Federal Laws must be adhered to at all times.

41. SSEC reserves the right to control the volume of any music of any form during an event.