



The Neon Exchange Event Rental Operating Policies and Procedures

7365 Monterey St., Gilroy, CA 95020

events@theneonexchange.com

Updated March 2021

Welcome to The Neon Exchange (Neon). Thank you for choosing to host your event at the Neon. The following operating policies and procedures apply to all customers of the Neon in addition to any terms and conditions included in a specific use permit. The policies and procedures are designed to help your event be successful and memorable. Please do not hesitate to contact us if you have any questions or need more clarification regarding any of these policies. You can reach the Neon Events Manager by e-mail at: events@theneonexchange.com.

Availability

Facility tours and event planning meetings are by private appointment at The Neon Exchange, please inquire at events@theneonexchange.com or 408-722-0494.

General rental hours* are Monday-Friday, 4:00 pm to 10:00 pm as well as Saturday and Sunday: 7:00 am-11:00 pm. These hours include set-up and tear-down.

HOURS OF USE

	General Use	Music of any kind
Executive Conference Room, Kitchen and/or Patio	6:00am – 11:00pm 7 days/wk	8:00am – 9:00pm Sun-Thurs 8:00am – 10:00pm Fri-Sat
Ballroom and/or Library	4:00pm – 11:00pm Mon – Fri 6:00am – 11:00pm Sat - Sun	6:00pm – 9:00pm Mon – Fri 8:00am – 10:00pm Sat – Sun

* Minimum rental time is 2 hours including set-up and tear-down.

RENTAL CAPACITIES*	Networking – Mostly standing, some tables & furniture	Rounds of 8	Classroom	Theater
Executive Conference Room	60	50	35	60
Library	25	16	12	16
Ballroom Only	225	140	125	200
Ballroom + Library + Breezeway	250	156	137	216
Kitchen	12	8	8	12
Patio	60	56	40	65
Ballroom + Library + Exec. Conference Room	300	200	170	250

***These capacities are an estimate. Your specific rental capacity will vary based on your set-up requirements, will be written in your agreement and must be adhered to.**

RENTAL FEES	Neon Members*	Government, Hospitals, Schools & Non-Profit	General Public	Cancellation Fee (Based on notification days prior to your Event)^	Refundable Damage Deposit & Cleaning Fee
Executive Conference Room	\$100/2 hrs \$175/4 hrs \$350/full day	\$150/2 hrs \$225/4 hrs \$450/full day	\$250/2 hrs \$400/4 hrs \$750/full day	More than 48 hours = Full refund	\$200/\$50
Library	\$100/2 hrs \$175/4 hrs \$350/full day	\$150/2 hrs \$225/ hrs \$450/full day	\$250/2 hrs \$400/4 hrs \$750/full day	More than 48 hours = Full refund	\$200/\$50
Ballroom Only	N/A/2 hrs \$500/4 hrs \$900/full day	N/A/2 hrs \$575/4 hrs \$1050/full day	N/A/2 hrs \$675/ hrs \$1300/full day	90+ days = Full refund 31–90 days = 15% fee >30 days = 50% fee	\$400/\$100
Ballroom + Library	N/A/2 hrs \$575/4 hrs \$1050/full day	N/A/2 hrs \$650/4 hrs \$1250/full day	N/A/2 hrs \$775/4 hrs \$1500/full day	Same as Ballroom Only	\$500/\$125
Kitchen	\$100/2 hrs \$175/4 hrs \$350/full day	\$150/2 hrs \$225/ hrs \$450/full day	\$250/2 hrs \$400/4 hrs \$750/full day	More than 48 hours = Full refund	\$200/\$50
Patio	\$100/2 hrs \$175/4 hrs \$350/full day	\$200/2 hrs \$350/4 hrs \$550/full day	\$325/2 hrs \$550/4 hrs \$1000/full day	7+ days = Full refund >7 days = 50% fee	\$200/\$50
Ballroom + Library + Exec. Conference Room	N/A \$750/4 hrs \$1450/full day	N/A \$850/4 hrs \$1650/full day	N/A \$1100/4 hrs \$2150/full day	Same as Ballroom Only	\$600/\$200

*Member pricing is reserved for *Active Members* holding monthly memberships and private office lease agreements, not day passes. Minimum rental time is 2 hours including set-up and tear-down.

^ All requests to cancel a reservation must be made in writing and given to the Event Manager.

Room rental fees include set-up of Neon tables/chairs and projection equipment based on agreed upon layout. Outside rental equipment set-up shall be arranged by customer. Any final changes to the set up must be submitted to the Neon staff for approval no less than one week prior to the event.

ADDITIONAL FEES	Amount	ADDITIONAL FEES	Amount
Projection Equipment (Provide your own PC)	\$25 per room	Parking (Center for the Arts)	TBD
Add'l Neon Staff (as needed, based on event)	\$15-\$20/hr	Security	TBD
Alcohol Insurance fee	TBD	Staging/Lighting/etc.	TBD
Bartender	TBD	Internet/Wi-Fi Access	Included
Dance Floor (based on size needed)	TBD	Room Set-Up (Neon tables/chairs)	Included

Fees are charged at the time of reservation and are part of the signed rental agreement

GENERAL INFORMATION & RESERVATIONS

- Reservations for one or more rooms may be made on a first-come, first-serve basis up to 1 year prior to the event.
- All reservations must be made a minimum of seven (7) days in advance. Reservations will be processed on a first-come, first-served basis.
- In the case that two (2) or more parties request the same date/time, priority will be given to the party that completes agreement along with any additional forms required and submits deposit and reservation fees first.
- **The *Event Rental Application* can be downloaded from the Neon website, www.theneonexchange.com; picked up at the Neon Front Desk; or requested by e-mailing: events@theneonexchange.com and must accompany this signed OP&P Agreement.**
- Upon receipt of your rental application, the Neon staff will discuss with you the size and nature of the event to determine your preferred room set-up and exact capacities before a reservation is made and contracts are required.
 - Reservation requests should include adequate set-up time and clean-up time.
 - Reservations will be confirmed and considered complete only after all required forms are signed; submitted and applicable fees and deposits have been paid.
 - Once a reservation is made, requests to change the date and time of the event are subject to staff and room availability.
 - Agreement for events where no alcohol will be present may be issued to customers 18 years of age or older. Agreement for events involving alcoholic beverage services will only be issued to customers 21 years of age or older.
 - Reservations for an event comprised primarily of children under 18 years of age require supervision by at least one adult, 25 years of age or older, for every ten children under the age of 10 and/or one adult, 25 years or older for each minor between the ages of 11-17.
- All Agreements are subject to the final approval of The Neon.
- All groups and individuals using The Neon must comply with City, County, State and Federal laws. Failure to abide by these laws may result in the loss of an agreement and the forfeiture of all fees and deposits.
- Payment of rental fees and applicable deposits may be made by cash, check, cashier's check, money order, VISA or MasterCard. Returned checks are subject to a thirty dollar (\$30) returned check fee.
 - Room deposit must be paid in full at the time of the rental along with 1/2 of the room(s) rental fee in order to secure the space.
 - The balance of the room fee must be paid 30 days in advance of your event.
 - Failure to pay fees on time may result in the cancellation of the reservation.
- An outside vendor contact information sheet listing all vendor contact information is due 1 month prior to your event. The customer is responsible to inform their caterer, florist, decorator, DJ and other vendors of the set-up arrival time, tear-down end time as well as all facility restrictions.
- If an event is reserved through a professional event planning company; the customer contact information is required at the time of reservation.
- Approved agreement may not be transferred, assigned, or sublet.
- After Event discussion and review, the maximum occupancy for Event is stated on the agreement and must be always adhered to. Exceeding occupancy limits may result in termination of the event and loss of deposit.
- The Neon is reservable every day, including holidays, except Thanksgiving, Christmas and New Year's days.
- The Neon is not responsible for lost or stolen items. Any articles left at the Neon by persons attending any event will be held at the Neon for 14 days and then be disposed of.
- The customer assumes all responsibility for any property brought to the Neon, or otherwise left at the Neon during the term of the use permit.
- The Neon is not responsible for any items delivered before or left after an event.

Additional Rental Policies

Alcohol

- Alcoholic beverages of beer, wine, champagne and liquors may be served at the Neon to anyone over the legal age of 21 years old.
- Alcohol may only be served and consumed within the confines of The Neon, and adjacent patio areas.
- No self-service of alcohol will be allowed. A “bar” must be setup and staffed during the entire event. A designated adult shall be responsible to serve and monitor alcohol sales and consumption during the entire event. Professional bar services are available for hire and the customer must arrange for their bartender.
- Individual consumption of any beverage in glass containers is prohibited. Examples of this include glass soda bottles, beer bottles, wine glasses, shot glasses, etc.
- **An event serving/ selling alcoholic beverages will require liability insurance and will require an additional fee.**
- If you are **selling** alcohol, having a fundraiser **selling tickets** that include the price of an alcohol drink; the customer must obtain an ABC permit, information can be found at <https://www.abc.ca.gov/licensing/license-forms/form-abc-221-instructions> or by calling 408-277-1200.
- Customers desiring to serve alcoholic beverages must read and sign this agreement and agree to abide by all regulations listed.
- The Neon reserves the right to terminate alcoholic beverage service or to terminate any event, at any time, if the welfare and safety of participants and/or staff is endangered, or if the facility is not used as contracted.

Amplified Sound

- Amplified sound is an artificial or electronic device intended to make a signal stronger, resulting in increased and heightened sound. Examples of electronic amplified sound include a DJ, a live band, mariachis, loud amplified sound systems, public address system or similar sound.
- Amplified sound maximum of 70dBA, measured at the property line.
- Sound must be turned down at the request of the Neon Staff.
- Amplified sound must be pre-approved by The Neon prior to the event
- Approved, bonded, licensed, uniform security guards, and/or City of Gilroy Police Officers shall be required at all events and/or where live or amplified sound is provided, or at the discretion of The Neon.
- Non-amplified, personal and small-scale Radio/CD/MP3 music player, acoustic guitars and trios are not considered amplified sound and therefore allowed without event security. (e.g., 3 or less musicians or an individual playing a musical instrument.)
- All approved music must follow the time limits shown above.

Audio Visual

- Use of the Neon’s projector is subject to availability and may be requested at time of booking.
- Each customer must bring in their own laptop, tablet, or other media players. These items are NOT provided by the Neon.
- Customers are responsible for running their own audio-visual presentation.
- Each customer may bring his/her own projector, sound system and/or microphone system if they wish. **It is recommended that customers schedule a meeting prior to their event to test their equipment.**

Concurrent Use of the Neon

- The Neon is a multiple use facility and concurrent use may occur.
- Common areas, kitchen facilities, bathrooms and parking will be shared by multiple users.
- Exclusive use of the entire facility can be arranged with the Event Manager by renting the entire facility.

Control of Premises

- The Neon retains the right to control the management and operation of The Neon facility and to enforce all laws, policies and procedures with respect to the use thereof.

Decorations

- Only freestanding decorations are permitted.
- Open flames of any kind are **not** permitted (including but not limited to candles, sparklers, fireworks, etc.).
- Fog machines are not permitted.
- Items may not be affixed to the ceiling, doors, columns, walls, light fixtures or windows.
- The following materials are not allowed inside or outside of the Neon: rice, birdseed, glitter, sand, hay, rocks, rock salt, confetti, dance wax.
- Tacks, nails, and staples and tape are prohibited everywhere in Neon (with reference to decoration application).
- Helium balloons must be secured and not released. All balloons must be removed or be deflated and placed in trash receptacle.
- All decorations must be removed from The Neon within the specified rental time.

Denial of Reservation Request

Denial of agreement may be made by The Neon for any of the following reasons, including, but not limited to:

- The facility and support services are incapable of accommodating the proposed activity for the number of people involved.
- The customer has failed to comply with all the conditions required for the reservation, or with the facility usage policies, procedures, fees and/or regulations.
- The nature of the activity may endanger the participants, facility, equipment, or staff.

Deliveries

- The customer is required to sign for all deliveries for his/her event during the agreed upon rental hours. The Neon staff is NOT permitted to sign for event deliveries.

For Profit Events

- For events open to the public that sell food, goods or services, a current City of Gilroy Business License and/or Santa Clara County Health Permit are required. Proof of permit(s) is required ten (10) business days prior to the event.

Forfeiture of all fees, including deposit, may result if any of the following occurs:

- Facility damage beyond normal wear and tear
- Excessive maintenance is required following use
- Any act by the customer and/or customer's group requiring police action
- Cancellation of an event in progress due to violation of The Neon policies, rules, or regulations governing such usage

Forfeiture of all fees, including deposit, may result if any of the following occurs (cont.):

- Incomplete or inaccurate information provided such as the underreported planned attendance by the customer on the permit
- The individual or organization issued the agreement shall be held financially responsible for repair of any damages to or loss of use of The Neon due to said damages as determined by The Neon or designee
- Use of the room does not exceed the scheduled time.
- All Neon equipment and property is accounted for and undamaged.
- Failure to fully comply with Appendix A *Set-Up and Tear-Down*.
- If a forfeiture of fees occurs, this may result in a one-year suspension of facility usage and privilege determined by The Neon.
- Additional personnel, set-up and equipment costs will be assessed and applied accordingly.

Insurance/Liability/Security

- Some events will require special insurance. If this is the case, the Events Manager will notify you and will assist you with insurance options available.
- The Neon may require proof of insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the Agreement holder. The cost of such insurance shall be borne by the permit holder.
- Alcohol sold by any means (selling tickets, cost in an admission price, donations or charging a sponsor fee), requires the hiring of police officer(s) or private security personnel, a \$1,000,000 Liquor Liability Insurance Policy naming The Neon Exchange, its officers, employees, and volunteers as additionally insured, damage deposit, and an Alcoholic Beverage Control (ABC) Liquor License. The number and type of security officers will be determined by the Security Company. **All requirements must be completed and submitted to The Neon Exchange at least ten (10) business days prior to event date.**
- Security personnel and insurance required by The Neon Exchange is the sole responsibility of the customer.
- All individuals, groups, and organizations shall agree to hold The Neon Exchange officers, agents, employees, and volunteers harmless from claims for property damage which might arise from the use of The Neon Exchange facilities and/or furnishings.

Kitchen Rental

- Customers are not allowed to cook in the kitchen, only food prep and reheating/warming is allowed.
- If you are selling food, having a fundraiser or selling tickets that include the price of food; the customer must obtain a Santa Clara County Health permit at www.sccgov.org , or by calling 408-918-4770.
- Customers may contract with a caterer of their choice or use our recommended caterers. Please remember to provide the name and contact information on the outside vendor contact list provided to the Neon.

If the Kitchen is NOT reserved as part of your event:

- Customers may bring in their own cooked food as potluck style.
- Customers may have a restaurant deliver and drop off the food.

Modifications to Rules, Policies and Fees

- The Neon shall have the authority to waive or modify these rules, policies or fees, for uses on their property, at their discretion, upon written request and approval.

Parking

- All motor vehicles must be parked in designated parking spaces. Only vehicles with handicapped parking permits may park in handicapped parking spaces. Violators will be cited and/or towed at the owner's expense. Vehicles that block other vehicles or access to facilities are subject to towing.
- Additional parking may be available from the Gilroy Center for the Arts (just South of The Neon) by special permission. Please inquire with your Event Manager for further information.

Prohibited Activities

- Overnight and sleeping at The Neon Exchange
- Animals are not permitted except for service animals used in aiding a person with a disability
- Possession of firearms and/or weapons is strictly prohibited

Public Safety

- Activities at the Neon shall be conducted with full regard to public safety.
- Customers shall not in any way block or interfere with aisles, walkways, exits and exit signs, including attaching anything to doorknobs and/or panic hardware. All exit signs shall be kept clear and illuminated.
- All items brought into the Neon must comply with state and local fire codes and other ordinances.
- The Neon is subject to fire and safety inspections at any time.
- The Neon reserves the right, and the customer has the obligation, to remove any person or persons who are disruptive or a danger to themselves or to public health, safety or welfare.
- Any public safety issues that occur while the Neon is occupied shall be immediately reported by phone to 9-1-1 or the Gilroy Police Department 24-hour non-emergency phone number at 408-846-0350.

Security

- Licensed private security is required for events in which dancing **and/or** alcoholic beverages are served or sold.
- Event security will be authorized to enforce the policies and procedures of the Neon and will be required to be present for 30 minutes prior to and 30 after your scheduled event time.
- Approved, bonded, licensed, uniform security guards, and/or City of Gilroy Police Officers shall be required at all events and/or where live or amplified sound is provided, or at the discretion of The Neon.
- It shall be the sole responsibility of the customer to make the required security arrangements and payments directly to the security provider. Written proof of security contract showing paid in full, is required ten (10) business days prior to the event.

Smoking

- Smoking or tobacco use is prohibited in indoor buildings and within 20 feet of any operable door or window per state law.

FORCE MAJEURE. Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy.

For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT USER agrees to abide by The Neon Exchange (NEON) policies and procedures. USER agrees to protect, defend and hold harmless NEON and its elective or appointive

boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of, or in any way connected with performance of the Agreement by USER, USER'S agents, officers, employees, subcontractors, or independent contractors hired by USER. The only exception to USER'S responsibility to protect, defend, and hold harmless NEON, is due to the sole negligence of NEON. This hold harmless agreement shall apply to all liability, regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by USER.

USER agrees to pay for additional required insurance coverage and City contracted licensed private security for the event if alcohol is being served or sold, dancing is taking place, or the City determines that additional insurance or security is needed.

I have read the above-mentioned policies and procedures and agree to adhere to them accordingly.

Print Name of Person Responsible for Renting the Space

Signature of Person Responsible for Renting the Space

Date Signed

Appendix A

Set-Up & Tear-Down Responsibilities

This policy and procedure handout will serve as a check list for the customer and be reviewed with the customer by the Neon staff on duty before the event takes place.

- The Neon provides at least one staff member during events scheduled outside of the Neon office hours. This staff member may manage multiple events at the same time.

The Neon set-up responsibilities:

- Set-up The Neon tables and chairs based on the agreed upon floor plan. If the customer is using outside event rental company it will be at the direction of the customer.
- Complete the pre-event walkthrough with the customer before any decoration set-up occurs or any kitchen processes begin.
- Will complete the post-event walkthrough with the customer at end of scheduled reservation time.
- The Neon retains the right to impose extra charges for additional staff, if the Neon believes the nature of the event will require extra work or greater levels of supervision, janitorial services, and/or security to serve the interests of the Neon or the public.

Customer Set-Up Responsibilities:

- Provide a completed outside vendor contact list of all outside vendors with contact information at least one week prior to Event
- For events open to the public that sell food, goods or services, a current City of Gilroy Business License and/or Santa Clara County Health Permit are required. Proof of permit(s) is required ten (10) business days prior to the event.
- Provide proof of insurance and ABC license for alcohol sales 10 days prior to event.
- Provide paid receipt of security 10 days prior to event (if required for dancing and/or alcohol).
- Set-up cannot begin until the contracted set-up time per signed rental agreement.
- Customer has read and understands all the policies in the "Decorations" section above.
- Customer (or designated assignee) will meet and sign for all their outside vendor deliveries.

The Neon tear-down responsibilities:

- Remove all tables and stack chairs owned by the Neon (once they are cleaned by customer). If the customer rented tables and chairs by an outside provider, the outside provider and customer are responsible for the removal of items by the tear-down time specific on your agreement.
- Provide customer proper cleaning supplies (garbage bags, brooms, mop, etc.). If additional cleaning by the custodial staff is required, the cost will be deducted from the Damage Deposit. If the required cleaning exceeds the amount of the damage deposit, the customer will be billed the balance.

The Customer Tear-Down Responsibilities:

- Ensure that all rental furniture and items are removed from Neon property and returned to vendor within 24 hours of the event.
- Clean and wipe down all tables.
- Return the room to its original condition, including removal of all decorations.
- Remove all trash from the room, kitchen, and garbage cans and place in outside dumpsters.
- Recycle all cans and bottles and place in outside recycle dumpsters.
- Leave the kitchen free of any food and dishes.
- Kitchen counter tops must be cleaned and wiped down.
- The kitchen floor must be swept and mopped.