

Vereniging Dijkgraaf Dijkgraaf 6 6708 PG Wageningen Rabobank NL02RABO0152648143 KvK Arnhem: 40120614 info@hunkerbunker.nl

# Contract

Name:	
Name association	
Address:	
Tel:	
Party date:	

# 1. General

The party host named above, tenant of Idealis, declares to be familiar with, and agrees to the terms below which are required to host a party in the Bunker. Through these terms, the host carries the responsibility for the party that he/she hosts in the Bunker at the date listed above. If a violation of one or more articles named below is detected, the Bunker board is authorized to issue a fine up to €150,- per violation. In the case of damage because of a violation the costs for repairs will be added to the fine and charged to the host. In all cases where this agreement does not apply, the Bunker board decides.

### 2. Deposit

2.1 Two weeks before the date of the party the deposit must be transferred to bank account

NL02RABO0152648143, stating the party date and at the attention of 'Vereniging Dijkgraaf'.

2.2 If the total number of people in the bunker during the party remains below one hundred people and the consumptions are paid with coins, the deposit is  $\notin$ 250, -. If the expected number of people is over one hundred or when consumptions are on account (directly on the bill), with a maximum of 150 coins, the deposit will be  $\notin$ 500,-. When you want an open bar the deposit will be  $\notin$ 1000,-.

# 3. Cancellation

3.1 Cancellation of the party up to two weeks before the party date will be charged with  $\leq 20$ ,-. If the party is cancelled within two weeks before the party date, the host will be charged with  $\leq 40$ ,-.

3.2 On graduation dates, the graduation parties will receive priority as long as these are planned up to four weeks before the party date.

#### 4. Usage of the pub

4.1 Only the ground floor of the pub room, the smoking area and the toilets are available to the party host. Drinks will be supplemented by a Bunker board member from the storage room in the back.

4.2 It is not permitted to place jackets or other items behind the bar or in the back.

4.3 Moving the furniture or inventory of the Bunker is not allowed.

4.4 When placing and removing any optional decorations, a board member is obligated to be present at the specified costs (section 8). Therefore, this is done preferably immediately before and/or after the party.

4.5 When decorating, the host can use rope and masking tape. It is forbidden to use easily flammable materials. Ensure that all decorations are fireproof by using impregnation spray.

4.6 It is also forbidden to use tacks, staples, nails, etc. Tape that leaves marks or damages the paint like duct tape is also not allowed. No decorations can be applied on the murals.

4.7. It is not allowed to bring items such as sand, styrofoam, straw, hay, mixed feed, sawdust, water or any other items that might cause damage into the building.

4.8 If damage to the building and/or inventory is detected (including murals and mirrors), the costs of the repair or replacement and a fine up to €120,- per violation will be charged. Also, any additional costs (e.g. a fine by Idealis or the fire department) will be paid for by the host.

Initials board member of the Bunker

# 5. Party Times

5.1 The standard starting time of the party is at 22.00 PM. Changing the starting time of the party can only be achieved through consultation of the board.

5.2 The board has the authority to determine the closing time. The bar staff is not obligated to work after 05.00 AM.

5.3 The party ends at the latest at 05.00 AM. This cannot be changed in any case, due to the catering license.

#### 6. Access to the party

6.1 Advertisement and/or invitations can only be addressed personally to the invitees.

6.2 Advertising in the form of ads, posters, or anything similar is not permitted.

6.3 Only students with a student card may have access to the Bunker.

6.4 Imposing an entrance fee is only permitted with the explicit permission of the board.

6.5 The upper lock in the front door may never be locked during the party.

6.6 During the party, members of the association Dijkgraaf cannot be denied access (members of the association Dijkgraaf are the inhabitants of the Idealis building Dijkgraaf).

6.7 A maximum of 276 people are allowed to be present at any given time in the Hunker Bunker due to fire safety. If it's determined that more than 276 individuals are present, the host will be charged with a fine up to €120,-.

6.8 Escape routes and emergency exits may not be blocked. No objects may be placed within the escape routes which are marked by yellow lines.

#### 7. Noise disturbance

7.1 Any disturbance due to noise should be avoided. Therefore, the doors must remain closed.

7.2 The board has the authority to determine the music volume.

7.3 Live music (bands, karaoke, etc) is not permitted without the written permission of the board.

7.4 Private audio equipment may, after the agreement with the technical service, be connected to the cable in the DJ booth. If this is desired, an appointment should be made at least a week before the party. Other audio equipment (such as the limiter, the amplifiers and such) may only be operated by the board. If abuse is detected, a fine shall be imposed.

7.5 Smoking is only allowed in the smoking area in the back of the bunker. Smoking outside is not allowed due to the disturbance of the building's inhabitants.

7.6 Even when not smoking, it is not allowed to be outside the building. The host is responsible for the behavior of the party's attendee's and should address any violators accordingly.

# 8. Staff

8.1 During the party there must be at least 2 members of the board present. This member will, if necessary, replace empty bottles and the beer tanks.

8.2 If payments during the party are performed using the consumption coins, there should be an additional board member present for handling the register and selling the coins.

8.3 Optionally, the board may to the best of their ability provide extra bar staff.

8.4 For all the staff supplied by the board, the rates are €10,- per hour per person for the board members and €7,50 per hour per person for the bar crew. The bouncer will be supplied by the board; the rate for a bouncer is €15,- per hour.

8.5 Any spilling of liquor and consumptions of the bar crew and board members will be at the cost of the host.8.6 It is not allowed to be drunk behind the bar nor as a bouncer

8.7 The party host should, if necessary, ensure the collection of glasses and helps with cleaning of the pub.

# 9. Consumptions

9.1 It is **not** allowed for the host and/or party attendees to consume, sell or bring their own drinks. If a violation of this rule is detected, a fine shall be imposed by the board and the estimated loss of revenue will be charged.

9.2 The use of other payment methods besides the Bunker's consumption coins is not allowed in the bunker.

9.3 Consumption coins are only collected by the bar staff.

9.4 The consumed amount of liquor and drinks is determined by a board member at the end of the party.

9.5 Liquor or drinks that are stolen from the bunker will be paid for by the host.

9.6 Bringing snacks or other food items prohibited.

9.7 Food is prohibited inside and within a radius of 50 meters from the bunker.

9.8 Alcoholic drinks will not be served to anyone under the legal age of 18. It's the host's responsibility to ensure that no people under the age of 18 will accidentally be served alcohol, for example by making the party 18+ or using wristbands.

# 10. Cleaning

10.1 For the cleaning of the building, €35,- will be charged. Cleaning is always done by board; it is not possible to clean yourselves.

10.2 After 07.30 AM on the day after the party, no mess can remain outside, around the pub, in the lobby of the building or inside the elevators. If a violation is detected, a fine of up to  $\leq 120$ ,- will be charged, plus the possible cleaning costs.

# 11. Liability

11.1 The host shall be liable for any accidents that occur during the party, as far as this is within their power. He/she should ensure that everything goes smoothly. The present board member(s) together with the host should indicate where the emergency facilities/exits are in case of an emergency. In case of force majeure, an arrangement with the board will be made. In case of theft and destruction of property the host is responsible. 11.2 If the host is held liable by an attendee, an appeal is made to the insurance policy of the host.

11.3 When possessions of the host or its guests are stalled behind the bar or elsewhere in the bunker and break or get missing, the board will not be liable for the costs resulting from these situations.

# 12. Bill

12.1 The costs of the consumed drinks shall be charged following the prices mentioned on the price list in the pub, and incoming coins will be deducted from the bill.

12.2 The permitted loss is 10%. This means that, if the difference between the consumed drinks and the incoming coins is lower than 10%, the Bunker pays for it. The host pays every bit above 10%.

12.3 The host has the right to be present when the board determines the amount of liquor present before and after the party. If the host relinquishes this right, then the host also relinquishes the right to challenge the bill at a later stage.

12.4 If the host wants to be present when the amount of liquor is determined by the board, he/she will contact the board member that will determine the amount of liquor. If the two parties cannot agree on a time at which this should take place, the host must find someone else to attend on his/her behalf. If nobody can or wants to attend, then the host relinquishes his/her right to be present during the determination.

12.5 It is not allowed to make a profit. In the case of a negative bill (for example due to a higher price for consumption coins), the profit belongs to the association Dijkgraaf and only the deposit shall be refunded. 12.6 The bill of the party must be paid within 2 weeks after receipt to bank account NL02RAB00152648143, stating the party description, the date of the party and the name of the host.

12.7 If the bill has not been paid in time, the host will be charged with a 4% interest rate per month. In addition, the host is liable for any collection costs. Any possible debts of the association Dijkgraaf relative to the host must be paid within 4 weeks after the party. If this is not paid in time, an interest rate of 4% per month will be added to the debt.

# 13. Miscellaneous

13.1 If the party is hosted on a Tuesday, the board may promote your party within Dijkgraaf and therefore attract more people. The board may also take pictures and put them online. As compensation, the bouncer will be free of charge, only when communicated with the bunker board 2 weeks before the start of the school period. 13.2 The board shall ensure, within their power, that the party can take place at the agreed time. If the party is not

authorized by the city of Wageningen and/or Idealis and/or the police, the contract is terminated without any further obligations for both parties and the deposit will be refunded.

13.3 The host is liable for all costs and loss of revenue due to violations of the terms included in this contract, resulting in the (temporary) closure of the pub.

13.4 This agreement is subject to Dutch law

Physically drawn up in duplicate at Wageningen, dated .....-20....

Name / Signature (Host) Bunker) Name / Signature (Board Member of the