

**RENTAL AGREEMENT
BLUE GOOSE EVENT CENTER**

You must complete both the rental agreement and the Insurance application in its entirety for your event to be booked.

This agreement is made and entered into on _____, between South Placer Heritage Foundation, (Hereinafter "SPHF") and _____ (Hereinafter "Lessee").

Event Name: _____

Person/Organization Responsible for Event:

Name: _____

Alternate Contact: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone(s): _____

E-Mail: _____

Deposit Refund Information:

Make check payable to: _____

And mail check to: _____

Please print legibly to assure your deposit is returned within 2-4 weeks of your event. Incomplete or illegible information will delay the return of your deposit.

SPHF's representative is Pat Brechtel and he can be reached at (916) 548-5729.

SPHF is the owner of the Hall located at the historic Blue Goose Fruit Shed on Taylor Road in Loomis, California. SPHF hereby agrees to lease said Hall to Lessee for the following date or date(s):

DATE(S): _____

Lessee agrees to compensate SPHF in the amount of \$_____ (See attached Fee Schedule), as total payment of the agreed upon rental date(s). An additional Security Deposit of \$500 to **SPHF** shall be made at the time of execution of this rental agreement by Lessee. The rental fee/balance will be due 60 days prior to event. Cancellation may occur if rental fees are not paid in full 60 days prior to rental. If agreement is made within 60 days, total deposit and rental amount is due at time of

execution. Payments made within fourteen (14) days prior to an event will only be accepted through PayPal. There will be no sub-leasing of the Hall.

For deposits and payments, no cash please. We prefer PayPal and will accept checks and money orders made payable to SPHF. A minimum charge of \$25.00 will be charged for returned checks. This contract, payments, etc., can be mailed to:

South Placer Heritage Foundation
P.O. Box 1152
Loomis, CA 95650

The Security Deposit shall be refundable upon termination of this Rental Agreement if the terms and conditions agreed upon by Lessee are performed. Lessee's liability is not limited to the amount of the Security Deposit. Security deposit will be returned to Lessee within 21 days from the termination of this agreement. Deductions, if any, from the Security Deposit will be itemized for Lessee.

SPHF will cancel any event if the terms and payment requirements of the Rental Agreement have not been met. Cancellations shall be subject to the following conditions:

Greater than 60 days before event	\$25.00 administrative fee
Within 60 days of event	100% of rental rate

All cancellations are required to be in writing by the responsible party who is listed on the Tenant User Insurance Questionnaire. Catastrophe: Either party may terminate or suspend its obligations under the contract if such obligations are delayed, presented or rendered impractical by any of the following incidents to the extent such incident is beyond the reasonable control of the party whose performance is prevented or rendered impractical: fire, flood, riot, earthquake, civil commotion, insurrection, Act of God, labor disputes, strikes, war, shortage or loss of utilities, any law, ordinance, rule or regulation which becomes effective after the date of the execution of the contract.

Lessee will not do anything on the leased premises that may subject SPHF to any liability for damage to person or property or by reason of any violation of law. Lessee will indemnify and hold SPHF harmless from all liability, and any other expense, due to (i) any breach of any covenant contained in this rental agreement to be performed by Lessee; (ii) any activity performed by Lessee on the leased premises; and (iii) any other personal injury or property damage occurring in or about the leased premises. SPHF will not be liable for (i) any damage to Lessee's property by theft, casualty or otherwise; of (ii) any personal injury or other property damage, unless such injury or damage is caused by SPHF's negligence or the negligence of its employees and/or agent. Moreover, SPHF is not liable for any personal injury or property damage, whether or not the result of its negligence, to the extent compensated by Lessee's insurance.

Lessee must contact the Town of Loomis (916-652-1840) for an event permit if traffic will be affected or if you wish to use the school or depot lot for overflow parking. Lessee

shall be responsible for acquiring, and for paying, all necessary permits required for its event. Anyone planning to sell alcoholic beverages (direct sales, script, or included in admission fee) should check with the Department of Alcoholic Beverage Control to determine if a liquor license is needed (www.abc.ca.gov or call 916-419-1319).

Lessee will be responsible for cleanup of the leased premises during scheduled events and after scheduled events. The hall, kitchen, bar, bathrooms, and outside of the building must be cleaned and returned to the same order as when you received it by the specified check out time. The cleaning list is available in the hallway janitor closet (across from restrooms).

This rental agreement is the entire agreement between SPHF and Lessee, and no earlier statement or written agreement has any force or effect. Lessee agrees it is not relying on any representation or agreement except those contained in this rental agreement. This rental agreement may not be amended, modified in any respect, or canceled, except by written agreement between the parties.

If SPHF is required to bring legal action to enforce this contract, it shall be entitled to reasonable attorney fees from Lessee. Lessee agrees to abide by the attached rules and regulations regarding the use of the Hall.

If any provisions of this rental agreement are invalid or unenforceable, the remainder of this rental agreement will not be affected, but will remain valid and enforceable to the fullest extent permitted by law.

_____ Initial Crab Feed Events: An extra dumpster to deal with the waste is required for crab feed events. You can order a dumpster at: Recology at (530) 885-3735. Failure to order an extra dumpster may result in fees being withheld from deposit if SPHF has to order dumpster due to excess waste.

_____ Initial I am bringing in outside music, including a band or DJ's and agree to pay \$100 for a SPHF Staff Member on site to monitor sound.

_____ Initial I will provide a \$1,000,000 Certificate of Liability Insurance naming South Placer Heritage Foundation as additional insured 60 days prior to event.

_____ Initial or I will include the \$100 charge for the insurance in my rental fee and have you provide the coverage for Liability insurance for me.
_____ Initial

SPHF: _____
Signature

Lessee: _____
Signature

RENTAL AGREEMENT, continued

PLEASE NOTE: No pyrotechnics or fireworks in building or surrounding grounds. Fireworks are prohibited in Loomis. No floating lanterns are allowed. No open flames allowed except for votive candles.

NO SMOKING inside the Blue Goose Event Center, or on decking surrounding the building. State law prohibits smoking or use of tobacco products inside any public building. Smoking is permitted 20 feet from any door or window.

Table confetti of any type, glitter, hay (in bales or loose), straw, sand, birdseed, rice or chewing gum are not permitted.

Do not attach decorations to the painted walls nor remove any permanent displays from the walls.

Live plants must be in leak-proof containers.

If the fire alarm system goes off, evacuate the building immediately and, if there is no occurrence of fire or smoke, wait for the fire department to arrive.

Contact Pat one week in advance of your event to arrange getting the keys. Microphones and remote controls must be checked out prior to your event!

Contact Pat for authorized technicians available for sound and lighting if needed.

Staff may be required for certain types of events.

Standard rental period is 8:00 a.m. to 11:00 p.m. Rental time must include all the time necessary for decorating, set up, tear down and clean up.

Rent of the Hall includes the right to use chairs and tables owned by SPHF excluding Pub Tables. Lessee shall return the cleaned tables and chairs to the storage after use.

Please break down any cardboard boxes you are throwing away.

SPHF reserves the right to change the above rental charges or decline rental applications at its sole discretion.

Lessee shall be charged \$100.00 for each key not returned three (3) days after the event. The charge will be separate from the security deposit.



PHILADELPHIA
INSURANCE COMPANIES

A Member of the Tokio Marine Group

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004

TULIP – Tenant Users Liability Insurance Application

Applicant Name: _____
 Address: _____
 Web Site: www. _____ E-mail address: _____
 Contact person (Billing): _____ Telephone: _____

1. Type of business: Individual Partnership Corporation Association Other: _____

2. Years this entity in business: _____

3. Has the Applicant had any claims filed against it in the last four years? Yes No
 If yes, Please provide details:

4. Description of event: _____

5. # of Attendees: _____

6. Dates: _____
 Times: _____

7. Describe products to be sold or exhibited (if any): _____

8. Advise if any of the following will be present during the event. If so, who is responsible for set up and operation?

Amusements? Yes No _____
 Inflatables? Yes No _____
 Tents? Yes No _____

9. Is alcohol being served? Yes No

10. Are servers trained in alcohol awareness like TIPS? Yes No

11. What are the expected liquor / alcohol sales? _____
 Liquor License Number # _____ (Must have liquor license in order to get coverage for liquor liability)

See Event Schedule of Rates – rates apply per attendee subject to minimum premium.
Products Liability is excluded, except for beverage, clothing, and souvenir sales

Certified check, money order or credit card payment required with application.

FRAUD NOTICE STATEMENTS

NOTICE TO APPLICANTS: "ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT WHICH IS A CRIME AND MAY SUBJECT SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES."

NOTICE TO ALASKA RESIDENTS APPLICANTS: "A PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE AN INSURANCE COMPANY FILES A CLAIM CONTAINING FALSE, INCOMPLETE OR MISLEADING INFORMATION MAY BE PROSECUTED UNDER STATE LAW."

NOTICE TO ARKANSAS RESIDENT APPLICANTS: "ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON."

NOTICE TO ARIZONA RESIDENTS APPLICANTS: "FOR YOUR PROTECTION ARIZONA LAW REQUIRES THE FOLLOWING STATEMENT TO APPEAR ON THIS FORM. ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES."

NOTICE TO COLORADO RESIDENTS APPLICANTS: "IT IS UNLAWFUL TO KNOWINGLY PROVIDE FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES, DENIAL OF INSURANCE, AND CIVIL DAMAGES. ANY INSURANCE COMPANY OR AGENT OF AN INSURANCE COMPANY WHO KNOWINGLY PROVIDES FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO A POLICYHOLDER OR CLAIMANT FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE POLICYHOLDER OR CLAIMANT WITH REGARD TO A SETTLEMENT OR AWARD PAYABLE FROM INSURANCE PROCEEDS SHALL BE REPORTED TO THE COLORADO DIVISION OF INSURANCE WITHIN THE DEPARTMENT OF REGULATORY AGENCIES."

NOTICE TO DISTRICT OF COLUMBIA APPLICANTS: "WARNING: IT IS A CRIME TO PROVIDE FALSE OR MISLEADING INFORMATION TO AN INSURER FOR THE PURPOSE OF DEFRAUDING THE INSURER OR ANY OTHER PERSON. PENALTIES INCLUDE IMPRISONMENT AND/OR FINES. IN ADDITION, AN INSURER MAY DENY INSURANCE BENEFITS IF FALSE INFORMATION MATERIALLY RELATED TO A CLAIM WAS PROVIDED BY THE APPLICANT."

NOTICE TO FLORIDA RESIDENTS APPLICANTS: "ANY PERSON WHO, KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE."

NOTICE TO KENTUCKY APPLICANTS: "ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE CONTAINING ANY "MATERIALLY" FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT WHICH IS A CRIME."

NOTICE TO LOUISIANA RESIDENTS APPLICANTS: "ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON."

NOTICE TO MAINE RESIDENTS APPLICANTS: "IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES OR A DENIAL OF INSURANCE BENEFITS."

RESIDENTS OF MARYLAND APPLICANTS: "ANY PERSON WHO KNOWINGLY AND WILLFULLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR WHO KNOWINGLY AND WILLFULLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON."

RESIDENTS OF MINNESOTA APPLICANTS: "ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE/SHE IS FACILITATING A FRAUD AGAINST ANY INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF INSURANCE FRAUD."

RESIDENTS OF NEW JERSEY APPLICANTS: "ANY PERSON WHO INCLUDES ANY FALSE OR MISLEADING INFORMATION ON AN APPLICATION FOR AN INSURANCE POLICY IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES."

RESIDENTS OF NEW MEXICO APPLICANTS: "ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES."

RESIDENTS OF NEW YORK APPLICANTS: "ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SHALL ALSO BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION."

RESIDENTS OF OHIO APPLICANTS: "ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE/SHE IS FACILITATING A FRAUD AGAINST ANY INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF INSURANCE FRAUD."

RESIDENTS OF OKLAHOMA APPLICANTS: "ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER, MAKES ANY CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY."

RESIDENTS OF OREGON APPLICANTS: "ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD OR SOLICIT ANOTHER TO DEFRAUD AN INSURER: (1) BY SUBMITTING AN APPLICATION, OR (2) BY FILING A CLAIM CONTAINING A FALSE STATEMENT AS TO ANY MATERIAL FACT, MAY BE VIOLATING STATE LAW."

RESIDENTS OF PENNSYLVANIA APPLICANTS: "ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT WHICH IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES."

RESIDENTS OF TENNESSEE APPLICANTS: "IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES AND DENIAL OF INSURANCE BENEFITS."

RESIDENTS OF TEXAS APPLICANTS: IF A LIFE, HEALTH AND ACCIDENT INSURER PROVIDES A CLAIM FORM FOR A PERSON TO USE TO MAKE A CLAIM, THAT FORM MUST CONTAIN THE FOLLOWING STATEMENT OR A SUBSTANTIALLY SIMILAR STATEMENT: "ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR THE PAYMENT OF A LOSS IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN STATE PRISON."

RESIDENTS OF VIRGINIA APPLICANTS: "IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES AND DENIAL OF INSURANCE BENEFITS."

RESIDENTS OF WASHINGTON APPLICANTS: "IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE, OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSES OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES, AND DENIAL OF INSURANCE BENEFITS."

RESIDENTS OF WEST VIRGINIA APPLICANTS: "ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON."

Insured Signature _____
Date

Title

Producer Signature _____
Date

Producer License Number: _____ State: _____