

**RENTAL AGREEMENT
BLUE ANCHOR ANNEX**

You must complete the rental agreement, the Insurance application in its entirety and pay the deposit 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

Monday- Friday 9 A.M. to 4 P.M.

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 Blue Anchor Annex to Lessee for the following date or date(s):

DATE(S): _____

Lessee agrees to pay SPHF the amount of \$_____ (See attached Fee Schedule), as total payment of the agreed upon rental date(s). An additional Security Deposit of \$200 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 Annex.

For deposits and payments, no cash please. We accept PayPal and checks, and money orders made payable to SPHF. A minimum charge of \$35.00 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	\$100.00 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 will be responsible for cleanup of the leased premises during scheduled events and after scheduled events. The hall, kitchen, bathroom and outside of the building must be cleaned and returned to the same order as when you received it by the specific check out time.

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 and will remain valid and enforceable to the fullest extent permitted by law.

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

OR I will include the event insurance application and purchase my coverage
directly from Hebard Insurance Solutions at least 60 days prior to event.

_____ Initial

Please provide anticipated number of guests attending _____

SPHF: _____
Signature

Lessee: _____
Signature

FEE SCHEDULE (Please check which rentals you are contracting for)

<input type="checkbox"/> Rental of Annex (Sunday- Thursday)	\$300 + \$200 Security Deposit
<input type="checkbox"/> Rental of Annex (Friday- Saturday)	\$400 + \$200 Security Deposit
<input type="checkbox"/> Kitchen Prep Room	Included in Rental
<input type="checkbox"/> Table and Chairs	Included in Rental
<input type="checkbox"/> Cleanup and teardown of Tables and Chairs	\$100
<input type="checkbox"/> 6 Pub Tables	\$50

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. Fog machines are not allowed.

NO SMOKING inside the Blue Anchor Annex, 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.

Confetti of any type, glitter, hay (in bale or loose), straw, sand, birdseed, rice or chewing gum are not permitted. A charge of \$100 will be assessed for additional cleanup
_____ Initial

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.

Standard full day 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.

Rent of the Annex includes the right to use chairs and tables owned by SPHF
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.