# RENTAL AGREEMENT BLUE GOOSE EVENT CENTER

# Your event will be booked once you have complete both the rental agreement and the Insurance application in their entirety.

This agreement is made and entered into on Placer Heritage Foundation, (Hereinafter "SPHF") and			, between South	
				_(Hereinafter "Lessee").
Event Name:				
Person/Orgai	nization Responsible for Eve	ent:		
	Name:			
	Alternate Contact:			
	Mailing Address:			
	City:			
	Phone(s):			
	E-Mail:			
Deposit Refu	nd Information:			
	□ Make check payable to:_			
	And mail check to:			
	- Please print legibly to a within 2-4 we	ssure your de eeks of your (	eposit is	

## SPHF's representative is Pat Brechtel and he can be reached Monday- Friday

#### 9 A.M to 4 P.M 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.

We accept PayPal on our website, 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 Within 60 days of event

\$100.00 administrative fee 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 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. Lessee shall be responsible for acquiring, and for paying, all necessary permits required for its event. Anyone planning to sell alcoholic beverages 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. Cleanup service is available. (See fee schedule)

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.

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 (530) 885-3735. Failure to order an extra dumpster may result in fees being withheld from deposit if SPHF must order dumpster due to excess waste.
Initial or 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. I will include the event insurance application and purchase my coverage directly from Hebard Insurance Solutions at least 60 days prior to event. Please provide anticipated number of guests attending

SPHF:\_\_\_\_\_

Signature

Lessee: \_\_\_\_\_

Signature

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

□Rental of Hall (Monday – Wednesday)		\$800 + \$500 Security Deposit		
□Rental of Hall (Thursday)	\$1100 + \$500 Security Deposit			
□Rental of Hall (Friday) □Non-Profit Organizations (Valid 501(c)(3)*		\$1,500 + \$500 Security Deposit \$1,100 + \$500 Security Deposit		
□Rental of Hall (Saturday) □Non-Profit Organizations (Valid 501(c)(3)*	\$1,700 + \$500 Security Deposit \$1,300 + \$500 Security Deposit			
□Rental of Hall (Sunday)	\$1200 + \$500 Security Deposit			
□Rental of Kitchen and/or Bar	Included in basic rental			
□Rental of 6 pub tables		\$ 50.00		
Rental of Projector and Screen		\$ 50.00		
□Rental of Sound System (incl. 1 microphone)		\$ 50.00 Microphone will be checked out from SPHF contact		
□Clean up Service		<ul> <li>\$200 Clean up (Service required If teardown requested)</li> <li>\$200 Setup Tables and Chairs up to 180 people attending.</li> <li>\$250 Setup Tables and Chairs Over 180 people attending.</li> <li>\$200 Teardown tables and Chairs up to 180 people attending.</li> <li>\$250 Teardown tables and Chairs Over 180 people attending.</li> </ul>		

Thursday-Sunday Only - 10% discount available on 2 or more consecutive, paid rentals.

\*Include copy of IRS 501(c)(3)\* letter to receive discounted non-profit rate.

**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 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.

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

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.

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, teardown 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.

# INSURANCE REQUIREMENTS SOUTH PLACER HERITAGE FOUNDATION - THE BLUE GOOSE EVENT CENTER (916) 672-6675

You are required to provide a \$1,000,000 Liability Insurance Policy naming "South Placer Heritage Foundation" as Additionally Insured.

**Your personal Homeowner's Insurance may offer coverage.** It is your responsibility to contact them with the following requirements:

- Certificate of Insurance shall be a minimum of \$1,000,000 liability coverage.
- Certificate Holder shall be: South Placer Heritage Foundation 3550 Taylor Road Loomis, CA 95650
- Additional Insured Endorsement naming South Placer Heritage Foundation.
- Please include the location and date of the event on the certificate.

An additional insured endorsement is <u>attached to the certificate on a separate page</u>. Your insurance carrier may charge an additional fee for the "Additional Insured Endorsement." The Additional Insured Endorsement should include the following language:

"South Placer Heritage Foundation is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."

Please be advised that the insurance provided is primary coverage of South Placer Heritage Foundation with respect to any insurance or self-insurance programs maintained by the, and no insurance held or owned by South Placer Heritage Foundation shall be called upon to contribute to a loss.

#### IF YOU NEED TO PURCHASE INSURANCE:

This \$1,000,000 Special Event Insurance policy can be purchased online <u>HERE</u> or going to hebardsolutions.com/events

You can also purchase coverage through our partner, Hebard Insurance Solutions, by calling 916-652-0404 or emailing wecare@hebardsolutions.com. An additional policy fee will apply.

Please be advised that your reservation will not be confirmed until evidence of acceptable coverage is provided.