

North Lake Tahoe Historical Society Museum Grounds Rental Agreement

Event Conditions For Use Permit Prices Subject to Change Effective January 2017

The North Lake Tahoe Historical Society, herein referred to as the "NLTHS," and _____, herein the "Permittee(s)," agree to the following terms and conditions of use with regard to private rental of the NLTHS Gatekeepers Museum grounds on _____ (date), starting at _____ AM/PM and ending by _____ AM/PM:

GENERAL

1. All activities shall be at the discretion of the NLTHS and must be approved no later than 96 hours prior to the beginning of the event.
2. All advance arrangements in preparation for event shall be approved by the Museum Staff no later than 48 hours prior to the scheduled start time of the event.
3. Rules and regulations of the California State Park System shall be observed at all times.
4. No activities involving a possible fire hazard, including, but not limited to, campfires, burning wood, open flames, grills and stoves, or candles shall be permitted with express written authorization by Museum Staff prior to the event. Propane gas fires may be permissible with written authorization.
5. The Permittee agrees that the general public has a right to access the museum grounds and structure at all times except during the hours designated for the event.
6. Public access to the Museum during normal operating hours must not be blocked nor discouraged at any time by vehicles, equipment or people related to the private event authorized by this agreement.
7. Admission to the Gatekeeper's Museum is not included as part of this agreement. Permittee's guests are allowed in the museum prior to the event, however, guests are not allowed to bring food or beverages into the Gatekeepers Museum.
8. Permittee shall secure appropriate insurance coverage pursuant to the specified requirements in the INSURANCE Section (Paragraphs 41 through 45) before event begins. Proof of insurance must be on file with Museum Staff at least 14 days prior to the event. Failure to secure proper insurance will result in a forfeiture of deposit and the event will not be allowed to proceed.
9. No structures are to be installed without the express permission of the Museum Staff
10. Permittee shall not cut, staple, nail, tack, or otherwise attach anything to any structures, trees, or shrubbery in such a manner that causes harm or destruction in any degree.
11. Ground-penetrating spikes or stakes may not be used in the grassy lawn/ceremony area.
12. The Permittee agrees to maintain the NLTHS Museum grounds in a clean and sanitary condition and agrees to restore the area to the condition received.
13. Permittee shall be liable for the cost of any damage resulting from the event, whether caused by Permittee, Permittee's guests, or any agent or employee of Permittee acting

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within the scope of such agency or employment. The NLTHS reserves the right to judge of the extent of damage.

14. Maximum number of people allowed on the NLTHS Museum grounds during the event is 300 (three hundred).
15. No storage of items is allowed inside the Museum building.
16. Permittee agrees that rice or confetti are not allowed due to environmental considerations. The use of birdseed allowed only by prior arrangement with Museum Staff and is dependent upon environmental considerations at the time of the event.
17. No vehicles longer than 21 feet are allowed on property at any time. This includes all vendors, caterers, etc.

PROMOTIONAL USE OF PHOTOGRAPHS BY NLTHS

18. Permittee grants the NLTHS permission to photograph your event. Permittee understands these photos may be used for publicity purposes without compensation to Permittee. Permittee consents the NLTHS's use of said photographs in promotional materials and publicity for the Museum and Historical Society. Permittee agrees the NLTHS retains ownership of these photos. To the extent that such claims may arise or exist, Permittee knowingly agrees to waive any and all claims against the NLTHS regarding the use of event photographs for publicity purposes.

REQUIRED DEPOSIT

19. Damage and Performance Deposit is due in the amount of \$1,000 at the time reservations are requested. The deposit is fully refundable if all conditions of this agreement are met. Cancellation of the event for violation of any conditions herein will result in forfeiture of deposit. (NOTE: This deposit is separate from rental prices below.)
20. Permittee agrees to pay the balance of fees and costs at least 30 days before the event with completed application and proof of insurance coverage. Failure to supply payment and proof of coverage may result in cancellation of event and forfeiture of deposit.
21. The manager of the park (Museum Staff) may terminate any special event activity when they determine it is necessary for the safety and enjoyment of the public, for the protection of resources, for violation of regulations of the California State Park System, Placer County regulations, or NLTHS Policies and Procedures.

ALCOHOL USE

22. Alcohol: Permittee is allowed the legal consumption of alcohol on the NLTHS Museum property grounds. At no time is Permittee allowed to sell alcohol to any person.
23. The NLTHS will strictly enforce all California alcohol beverage laws. Permittee is responsible for application and receipt of all necessary liquor licenses from the CA Alcohol Beverage Control (CA ABC) in advance of event. Servers of alcohol will be responsible not to serve guests under the age of 21 years.

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24. To ensure the safety of the guests, the NLTHS reserves the right to shut down the bar in the event of excessive intoxication if the bartender has not already done so.
25. Permittee's insurance policy is required to cover incidents related to alcohol consumption.

PARKING

26. The NLTHS Museum lot has a 2 hour parking time limit. Additional parking is the responsibility of Permittee and their guests.

FORCE MAJEURE/ACTS OF NATURE

27. Force Majeure: The NLTHS is not responsible for causes beyond its reasonable control that disrupt the event including, but not limited to, storms, floods, drought, other acts of nature, fires, explosions, riots, war or civil disturbance, strikes or other labor unrests, and other governmental actions or regulations that would prohibit the event. Force majeure shall not, however, excuse the obligation of Permittee to make any payments required under this Agreement.

MUSIC

28. Amplified music or PA systems are allowed. Permittee agrees that volume must remain at a reasonable level. A reasonable level under the terms of this agreement means a volume that does not carry to Museum Parking Lot. Permittee's amplified music and PA system must not disrupt Museum operation. Museum Staff/Security will determine if volume levels exceed an acceptable level. A warning will be issued by on-site security. No additional warnings will be given. Permittee agrees that event will be terminated if NLTHS staff/security warning is not heeded.
29. Limited electrical power is available on-site for Permittee's use.
30. Permittee agrees that all music must cease at 10pm, **no exceptions.**

SET UP/CLEAN UP TIME LIMITS AND VENDORS

31. Permittee agrees that park rental is for a maximum of 6 hours. This time period includes all necessary set-up and clean up.
32. Rental of grounds is available until 10:00 PM. All events must be cleaned up and vacated by 11:00 PM. If the site is not being used the following day, NLTHS may allow additional clean up time the following morning. Permittee must get advance approval from Museum Staff for this and any items remaining on the property, such as tents, must be removed by 8:30 AM the following morning.
33. The Permittee may not make use of the property at any time prior to 8:30 AM on the day of the event.
36. Permittee and Permittee's caterer are responsible for removing all event-related garbage from the premises.

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37. No set up of any kind is allowed on the Museum paved porch or stairs until after 5:00 PM.
38. Permittee is responsible for providing a complete list of vendors to the Museum at least 96 hours in advance of event. All vendors must have proof of liability insurance on file with the Museum.
39. All event vendors are required to follow the above conditions. It is the responsibility of the Permittee to provide these conditions for use to each vendor.

A Cleanup Crew who will clean up the grounds after guests and vendors have departed may be added as an additional option for a \$500 fee. Caterers are still responsible for taking away their garbage even if this option is checked. If you decide on this option initial here:

INSURANCE

40. It is an express condition of this permit, and Permittee agrees, that the NLTHS and its officers, agents and employees shall be free from any and all liabilities and claims for damages and/or suits for or by reason of any death or deaths of, or any injury or injuries to any person or persons or damages to property of any kind whatsoever, whether the person or property of Permittee, its agents or employees, or third persons, from any cause or causes whatsoever while in or upon said premises or any part thereof during the term of this permit, or occasioned by any occupancy or use of said premises or any activity carried on by Permittee in connection therewith; and Permittee hereby covenants and agrees to indemnify and to save harmless the State, its officers, agents and employees, and the NLTHS, its officers, agents and employees from all liabilities, charges, expenses (including legal fees) and costs on account of or by reason of any such death or deaths, injury or injuries, liabilities, claims, suits or losses however occurring, or damage growing out of same.
41. The State of California and the NLTHS are to be named as additional insured in a certificate of liability insurance, which will cover the period of the permit. This policy of liability insurance is to be in an amount not less than the following: (i) PUBLIC LIABILITY: \$2,000,000 combined limit; (ii) PROPERTY DAMAGE LIABILITY AND PRODUCTS DAMAGE LIABILITY: \$500,000, and (iii) shall be underwritten to the satisfaction of the State of California and the NLTHS. A certificate of insurance, with the required endorsements, shall be submitted to the NLTHS when the permit is submitted for approval. Insurance policies shall contain the following special endorsement: The North Lake Tahoe Historical Society and the State of California, its officers, employees and servants are included as additional insured but only insofar as operations under this contract or permit are concerned. The insurer will not cancel or reduce the insured's coverage during the period that this permit is in effect or without 30 days prior written notice, whichever is shorter, to the State of California and the North Lake Tahoe Historical Society.
42. The State of California and the NLTHS will not be responsible for the payment of any premiums or assessment on the policy.

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43. The cancellation provision shall not be construed in derogation of the duty of the Permittee to furnish insurance during the entire term of permit.
44. Your homeowners insurance is the first place to check for a certificate.
Example Liability Insurance Carriers (for informational purposes only; not a recommendation): (i) RV Nuccio & Associates, Inc., 1-800-364-2433; (ii) Wedsafe.com; and (iii) Vitas Insurance Agency, (530)823-3733.

FAILURE TO COMPLY WITH ANY OR ALL OF THE ABOVE WILL RESULT IN FORFEITURE OF DEPOSIT.

FEE SCHEDULE:

Wedding/Reception/Special Event

Mondays thru Thursdays: \$250/Hour

Fridays & Sundays: \$3,500 Flat Rate Fee

Saturdays: \$4,750 Flat Rate Fee

NOTE: All events AND clean-up MUST BE COMPLETED no later than 11:00pm.

By signing here, Permittee agrees to the above terms and to abide by all conditions stated above.

Date

Permittee

Date

Permittee

By North Lake Tahoe Historical Society:

Date

Museum Manager/Staff & Title

NORTH LAKE TAHOE HISTORICAL SOCIETY MUSEUM GROUND RENTAL APPLICATION

Date of Application: _____

This application, when approved, will authorize _____ &
_____ to use the NLTHS Gatekeepers Museum grounds.

Mailing address _____

Phone _____ Email _____

As the Permittee(s) to make use of the William B. Layton Park grounds for:

_____ on _____

(type of event) (date of event)

From _____ until _____ (standard rate is 6 hrs including set up & clean-up) Number
of Guests _____ Additional Fees (if applicable) \$ _____ Total fee \$ _____

Security Deposit (refunded if all conditions met) \$1000 Visa/Mastercard

_____ Exp Date: _____ CVV: _____

Signature _____ Total Enclosed \$ _____

All activities on the park grounds shall be at the discretion of the North Lake Tahoe Historical Society with the rules and regulations of the California State Park system observed. Activities granted Permittee shall be in keeping with the purposes of the NLTHS and are the only activities permitted. By signing this application, the Permittee agrees to abide by all conditions described in the NLTHS Conditions for Use Permit. (Attached)

Permit conditions accepted by

Permittee *Date* *Permittee* *Date*

Please advise the NLTHS of your vendors via email (info@northtahoemuseums.org) or contact, phone number, email for all that apply of the following to NLTHS, P.O. Box 6141, Tahoe City, CA 96145.

The term "vendors" includes, but is not limited to, Wedding/Event Planner, Caterer, Equipment Rental, Florist, Musicians, and Photographer.

PERMIT APPROVAL – FOR OFFICE USE ONLY

\$1000 deposit received on _____. Confirmation letter mailed on _____.

Balance of \$ _____ and certificate of liability and full payment due by _____.

Approved by: _____, NLTHS Representative

Insurance verification received from Permittee on _____.

Insurance verification received from vendors: _____.