North Lake Tahoe Historical Society Museum Grounds Rental Agreement

<u>GENERAL</u>

- 1. All activities shall be at the discretion of the NLTHS and must be approved no later than one week (7 days) prior to the event.
- 2. All advance arrangements in preparation for event shall be approved by the Museum Staff no later than one week (7 days) 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. The use of unmanned aerial systems (Drones) are strictly prohibited on State Park Property and grounds unless approved by the Event Coordinator of the NLTHS.
- 4. No activities involving a possible fire hazard, including, but not limited to, campfires, burning wood, open flames, grills and stoves, candles, or hookahs shall be permitted with express written authorization by Museum Events Coordinator 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 Gatekeeper's 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 30 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. No food items or garbage may be left behind and must be disposed of immediately after the event.
- 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 within the scope of such agency or employment. The NLTHS reserves the right to judge of the extent of damage.

Permittee(s): ______ & ______

- 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, confetti, or plastic flower petals are not allowed due to environmental considerations. The use of birdseed allowed only by prior arrangement with the Museums Event Coordinator and is dependent upon environmental considerations at the time of the event.
- 17. There is absolutely NO SMOKING of cigarettes or cigars on the Gatekeeper's Museum grounds. Smoking is ONLY permissible on the concrete walkway near the restrooms or in the museum parking lot. Cigarette butts must be disposed properly. Failure to comply will result in a fee charged to the permitee(s).
- 18. No vehicles longer than 21 feet are allowed on property at any time. This includes all vendors, caterers, etc.

To prevent damage to trees (root system, soil compaction, and bark damage):

- a) All trees shall be protected from any damage or harm
- b) No long term parking of any vehicles or trailer on unpaved areas of the park
- c) Single vehicles less than 26,000 lbs. gross vehicle weight rating (GVWR) are allowed to drive and park temporarily on unpaved surface when the surface is dry, to unload or load equipment and supplies.
- d) After loading or unloading, the vehicle less than 26,000 lbs. GVWR must be removed from unpaved area and parked on paved surface.
- e) Single vehicles greater than 26,000 lbs. GVWR are NOT allowed to drive or park off pavement at any time.

PROMOTIONAL USE OF PHOTOGRAPHS BY NLTHS

19. 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

- 20. Damage and Performance Deposit is due in the amount of \$2,000 at the time reservations are requested. The deposit is fully refundable if <u>all conditions</u> 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.)
- 21. Permittee agrees to pay the balance of fees and costs at least 30 (thirty) days before the event with completed application and proof of insurance coverage. There will be a \$50 per day late charge for late payments. Failure to supply payment and proof of coverage may result in cancellation of event and forfeiture of deposit. The Museum Staff is not responsible for sending reminders for venue payments; this responsibility is of the permittee.

Permittee(s): ______ & _____

- 22. The Executive Director or Museum Events Coordinator 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.
- 23. Failure to meet the requirements of this contract will result in a withholding or deduction from the deposit. The Gatekeeper's Museum Executive Director and Events Coordinator determine the amount withheld.

ALCOHOL USE

- 24. Alcohol: Permittee is allowed the legal consumption of alcohol on the NLTHS Museum property grounds. At <u>no time</u> is Permittee allowed to sell alcohol to any person.
- 25. 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.
- 26. 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.
- 27. Permittee's insurance policy is required to cover incidents related to alcohol consumption.

PARKING

28. The NLTHS Museum has a public parking lot available to permittees and their guests.

FORCE MAJEURE/ACTS OF NATURE

29. 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

- 30. 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.
- 31. Electrical power is available on-site for Permittee's use.
- 32. Permittee agrees that all music must cease at 10pm, no exceptions.

Permittee(s): ______ & ______

SET UP/CLEAN UP TIME LIMITS AND VENDORS

- 33. Permittee aggress that park rental is for a maximum of 6 (six) hours. Additional hours may be added for a fee and must be discussed with the Museum's Event Coordinator prior to signing the contract.
- 34. **Wedding Events:** Set up for these events may begin as early as 8:30am the day of the wedding and **ALL** clean up, including tents, must be taken down by 8:30am the following morning.
- 35. 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.
- 36. 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.
- 37. No set up of any kind is allowed on the Museum paved porch or stairs until after 5:00 PM unless previously allowed by the Museum's Events Coordinator.
- 38. Permittee is responsible for providing a complete list of vendors to the Museum at least 1 week (7 days) 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.

INSURANCE

- 40. It is an express condition of this permit, and Permittee agrees, that the NLTHS and its officers, agents and employees and the State of California, its officers, agents, employees and servants 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 of California, its officers, agents and employees, and servants 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.
 - 1. This policy must name the Insured as one of both of the parties signing this agreement.

Permittee(s): ______ & _____

- 2. This policy of liability insurance is to be in an amount not less than the following:
 - I. GENERAL LIABILITY INSURANCE: permittee shall procure commencrical general liability insurance covering bodily injury, property damage, and personal injury with limits not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. Said policy shall apply separately to each insured against whom any claim is made or suit is brought subject to the Permittee's limits of liability.
 - II. And 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 its officers, agents and employees 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.
- 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.

Permittee(s): & &	
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2019 Event Fees:				
Wedding/Reception/Special Event				
Mondays thru Thursdays:	\$250/Hour			
Fridays & Sundays:	\$3,500 Flat Rate Fee			
Saturdays:	\$4,750 Flat Rate Fee			
2020 Event Fees:				
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Wedding/Reception/Special Event			
\$250/Hour			
\$4,000 Flat Rate Fee			
\$5,050 Flat Rate Fee			

The deposit of \$2,000 will NOT be applied to total fees due. The deposit will only be returned after the event has occurred and all requirements of this contract have been met.

NOTE: All events must end at 10:00pm & premises must be vacated by 11:00pm

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

Date

Permittee / Insured

Date

Permittee / Insured

By North Lake Tahoe Historical Society:

Date

Museum Manager/Staff & Title

To be completed by NLTHS Museum Event Coordinator

Special Requests & Approvals:

NORTH LAKE TAHOE HISTORICAL SOCIETY MUSEUM GROUND RENTAL APPLICATION

Date of Application:			
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Name/Address for Depos	it Return:		
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Approved by:			
NLTHS Ev	ents Coordinator		