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Agreement for Event Usage or Rental

This agreement is between **Julia Morgan's Historic Redwood Grove** and **(User)** for the event usage of specific areas or space of Julia Morgan's Historic Redwood Grove (referred herein as Redwood Grove) specifically described below.

Redwood Grove agrees to rent to User, and User agrees to rent from Redwood Grove, the areas of Julia Morgan's Redwood Grove that includes the Gardens and Main House for an event **(describe fully)** to be held on **(insert date)**. Arrangements have been made for accommodations of the Main House with check-in on **(insert arrival date)** (3:00 pm) through check out on **(insert departure date)** (11:00 am). The accommodations are charged separately and are \$1,500/night + 12% tourism tax plus cleaning fee. The accommodations deposit of 1 night's rent **(insert amount)** is due on or before **(insert date)**. The balance of the accommodations fee and taxes **(insert total)** are due 10 days prior or **(insert date 10 days prior to event)**. Please make checks payable to Moss, Lichen & Stone, Inc. The accommodations cleaning fee will be charged as a post-event pass through expense. The cleaning fee ranges from \$300-500.

User agrees and understands that, in order for event reservation to be secure, a rental deposit must be submitted with the completed Application and this executed Agreement. User agrees that all rental fees are due and payable to Redwood Grove, based on the payment agreement and not less than 10 days prior to the scheduled event,

and all other rental requirements (i.e., required certificates of insurance and proof of permits if necessary) shall be submitted to Redwood Grove at least 10 days prior to the scheduled event. Please make all checks payable to Moss, Lichen & Stone, Inc. If you prefer the convenience of paying by credit card, a 3.5% bank fee will be added.

User agrees to the following terms.

1.0 As is Use. Agreement for use of Redwood Grove facilities shall be on an as-is and as equipped basis. Redwood Grove provides folding padded chairs and round or rectangular banquet tables sufficient to accommodate the guest head count (insert head count). Also included is shuttle support (defined as vans and golf carts to and from the Benbow Inn or 1st gate for _____ guests); additional shuttle needs are charged as a supplement), water for basic catering preparation purposes and electricity, subject to Section 18.0, Excessive Utilities. Tents and other temporary structures require prior permission and User assumes the responsibility for cost to set and strike as well as damages resulting from the use.

2.0 Alcohol. User assumes all liability for any damage caused by consumption of alcohol on the premises by user's guests, including the consumption of alcohol by persons under twenty-one years of age.

3.0 Food and Beverage Concession. At least 10 days prior to the event, all Users proposing to sell food items must submit proof of compliance with the regulations of the County of Humboldt Department of Public Health, which can be reached at (707) 445-6200.

4.0 Supervising Children at Events. Adult chaperones (1 per 15 youths, age seventeen and younger) are required for all activities and must remain present at all times. Names and phone numbers of chaperones must be submitted along with other requirements ten days prior to the event.

5.0 Restrooms. Redwood Grove does provide limited restroom facilities and additional rental of portable units is available from

B&B/Six Rivers Portable Toilets, which may be reached at 707-445-0830. Redwood Grove will schedule the rental and placement of the portable toilets, including at least one ADA compliant toilet, based on the number of participants attending the event. User will be invoiced the cost of the additional rental, cleaning, and supplies. The parties agree to share the cost of the washroom facility rental from (insert range of dates).

6.0 Schedule. Redwood Grove agrees that premises will be available to user at the schedule time in the Agreement, prior to the event for setup, for cleanup and for takedown. User agrees to provide a comprehensive timeline 7 days prior to the event so all parties understand the schedule of events.

7.0 Loss and Damage. The parties mutually agree that Redwood Grove is not responsible for any loss or damage to any property that brought on to the property, including unattended gifts and property that is left at Redwood Grove prior to, during, or after the event.

8.0 Decorations. User shall not decorate any interior or exterior surface, furniture, artwork, etc., including living plant material without prior written permission of Redwood Grove. Any decorations that are placed by user shall be done so that they do not damage the premises. Decorations, posters, charts, etc., are to be affixed to the wall or floor only with blue masking tape and only after approval by Redwood Grove staff. User is responsible for any damage sustained by the premises during scheduled event. If balloons are used for decoration, they must be carefully removed from the property and deflated and properly disposed.

9.0 Parking. User understands that paid parking for approximately 100 cars is available to User's event guests along Benbow Drive, in Benbow Lake State Park, and at the Benbow Inn for guests of the Benbow Inn, located a short walk from Redwood Grove. Redwood Grove is able to arrange shuttle service for guests staying further than the Benbow Inn at an additional cost.

Direct automobile/motorized vehicle access to Redwood Grove area is allowed only for event setup and takedown. All event set-up and deliveries must be completed 3 hours prior to start of the event. User

agrees that all guests other than handicapped guests will walk or be shuttled in to the event premises.

User has been informed that State Parks may finalize removal of the Benbow Dam and rehabilitation of the riverbed prior to the date of the event. This may affect parking, vista, and noise levels however the majority of the work will have been completed by 2016 (per permit grant).

10.0 Photography. User grants to Redwood Grove permission to take and use photographs of user's event for the purpose of marketing and publicity, with credit given to the photographer.

If a commercial photographer is to be used at the event, User accepts the responsibility of the actions of the photographer. Use of photographs of Julia Morgan's Redwood Grove may not be used for commercial purposes.

11.0 Privacy. Unless otherwise agreed in writing, User understands that Redwood Grove will remain open for tenants in the Guest and Carriage Houses, and that area rented by User will have a sign posted to indicate a private event is being held in that area; however, Redwood Grove cannot guarantee the total privacy of the Garden areas.

12.0 Commercial Use. For events charging admission or selling food and beverages, User agrees to pay Redwood Grove 7% of the gross sales receipts from the total of a) admissions, b) food sales, c) beverage sales, and d) boutique or merchandise items. The share of receipts shall be paid to Redwood Grove prior to refund of User's deposit, and if not received within fourteen days from conclusion of event, shall be withheld from User's deposit.

13.0 Equipment and Rentals. Facility renters must supply their own rental items. A Redwood Grove staff member must be present prior to and during the installation of a tent. Based on the size and configuration of a tent, a safety fire inspection may be required.

14.0 Catering. User has selected (insert name) as caterer and either User or caterer will be responsible to oversee set/strike of all tables,

chairs, linens and food and beverage; supply sufficient kitchen and wait staff to ensure a smooth event; return premises to the same condition including cleaning all surfaces (both indoors and outdoors) after use. In the event the cleaning does not occur to Redwood Grove's satisfaction, User will be charged cleaning fees based at \$60.00/hour. User also agrees the Redwood Grove site team will have no responsibility to oversee or support the caterer, bartender or wait staff beyond ensuring for safety of guests and property.

Alcohol may be served according to regulations of Alcoholic Beverage Control. You may need to provide the appropriate liquor license for your event.

15.0 Dancing. If there is going to be dancing, the User must rent and oversee the installation and removal of a temporary dance floor of sufficient size to prevent damaging the soft wood floors of the estate or the grounds.

16.0 Security. Users are required to have a Redwood Grove staff person to open, close and secure the property, and to provide security for the duration of the function, and provide information about the estate as needed. For events involving greater than 50 people, one security staff person will be required for every 50 people. Depending on the type of event and amount of people attending the reception, additional security may be required. Redwood Grove will book security and the expenses will be passed through to User. The cost is approximately \$25/security member/hour.

The security staff will also be available to provide access to our first aid kit and emergency lighting equipment should they be necessary. Any damages or problems concerning the facility rental must be reported to the security staff as soon as possible. Redwood Grove security staff is not available to perform any aspect of set up or clean up.

17.0 Promotion. Facility Users must advertise their event location as "Julia Morgan's Historic Redwood Grove", 255 Benbow Dam Road, Benbow, CA 95542. By granting rental of facility to User, the Redwood Grove does not imply any endorsement of event purpose or mission of organization.

18.0 Excessive Utilities. The Rental Fee includes payment for normal utilities usage, calculated based on historical utilities usage in the given property. The tenant shall be responsible for utilities usage that exceeds twenty percent (20%) the normal amount.

19.0 Reasonable Use. User agrees to only use the estate only as indicated on the application. User agrees that they will be responsible for their guests' conduct in a manner that will not disturb the neighbors' peaceful enjoyment of their properties, and that any consequences of their failure to do so shall be the User's sole responsibility. Premises may not be used for any improper or illegal purposes.

The Rental Fee includes a separate fee for normal cleaning at the end of the event rental term. This is separate from the accommodations rental fee. The event cleaning fee is \$500.00 for post-event clean up at the conclusion of the event, subject to normal clean up procedures. If the condition of the premises requires extra cleaning beyond the norm (including but not limited excessive trash pick up, rehabilitation of the interior furnishings, structure or exterior furnishings or grounds) or the User requests extra cleaning services, the User shall be responsible for the cost of such cleaning on an hourly basis at the rate of \$60/staff hour.

The User understands that it is solely responsible to set up, take down its' event and restore the Redwood Grove and estate to its' initial condition, including hauling away all trash from the event. If, however, the trash is "dry" (defined as non-leaking or soaked materials), then Redwood Grove will remove the trash from the property but User is responsible to consolidate and sort trash in the garage for removal.

20.0 Sub-contracted Vendors and Suppliers. User must submit a list of all sub-contracted vendors and suppliers (i.e., caterer, bartender, musicians/DJ, florist, photographer, etc.) involved in the event at Redwood Grove no later than 30 days prior to the event. User must submit a use or floor plan no later than 30 days prior to the event. Vendors and suppliers should be included in the operation walk through that takes place 6-8 weeks prior to the event.

21.0 Access. Redwood Grove reserves the right of full access to all activities at any time to insure this agreement and requirements of any regulatory authorities are being observed. Redwood Grove reserves the right to suspend any individual or group from using the facility if their behavior is determined to be abusive, destructive, or in any violation of any government rule, without refund.

22.0 Timing. Events held at the Redwood Grove shall conclude by 10:00 PM local time, unless otherwise agreed in writing.

23.0 Smoking. Redwood Grove is a smoke free environment. Smoking of any substance is not permitted on the premises and will result in the forfeiture of the deposit plus additional cleaning fees. There will be a fee of \$1,000/butt or incidence. There can be no exceptions.

24.0 Pets. Pets are not permitted at Redwood Grove, except for service animals.

25.0 Clean up. Clean-up is required to begin by 9:00 AM on the morning immediately following the event, unless previously agreed between the parties in writing.

26.0 Deposit Refund. The User deposit will not be charged provided Redwood Grove is restored to its initial condition. If additional cleanup or maintenance is required or damage is sustained or facilities and equipment, all or part of the security deposit may be forfeited and additional charges may apply. Redwood Grove cleaning staff will accrue against the security deposit at a rate of \$60.00/hour.

27.0 Cancellation Policy. Cancellations may result in all or partial loss of the total rental payment. The cancellation and refund schedule, unless rebooked, is as follows:

90 days prior to the event or first use, 80% refunded/20% withheld

60 days prior to the event or first use, 50% refunded/50% withheld

30 days prior to the event or first use, 20% refunded/80% due/withheld

ORGANIZATION NAME

Signature

PRINTED Name of Signer

_____ Date

Title of Signer

Applicants' Initials _____

By:

Signature

PRINTED Name of Signer

_____ Date

Title of Signer