

TOWN OF MORAGA

FACILITY & PHOTOGRAPHY RENTAL APPLICATION

PARKS AND RECREATION DEPARTMENT

2100 Donald Drive, MORAGA, CA 94556

PHONE: (925) 888-7045 FAX: (925) 376-2034

Email: rents@moraga.ca.us

Circle Day of Week Requested M T W Th F Sa Su Date(s) Requested _____

Rooms _____ # of Guests _____ Hours of use _____

Organization/ Applicant _____ Type of event _____

Address _____ City/ZIP _____

Person in Charge _____ Day Phone _____

Rates below do not apply to the Pavilion on Fridays, Saturdays and Sundays May 1 — October 31

| HOURLY RATE SCHEDULE | NON-PROFIT | PRIVATE | COMMERCIAL |
|---------------------------------|------------|---------|------------|
| Mosaic or Conference Room | \$21 | \$30 | \$64 |
| La Sala | \$31 | \$39 | \$83 |
| Pavilion (November-March) | \$31 | \$83 | \$142 |
| Photography on Town Property | \$60 | \$76 | \$149 |
| Facility Attendant (2 hr. min.) | \$26 | \$26 | \$26 |

The Facility Attendant Fee will be waived for business meetings only, during regular hours when staff is available (M-Th 8:00 am to 5:00 pm) Renters will be charged the hourly facility attendant rate for periods extending past the time when staff is available.

ALL SPECIAL EVENTS REQUIRE A FACILITY ATTENDANT THROUGHOUT THE RENTAL PERIOD.

| DEPOSITS | Mon-Thu | Fri-Sun | |
|-------------|---------|---------|--|
| Room Rental | \$100 | \$450 | - CLIENT RESPONSIBILITY (No Facility Attendant): Clean up room, bag trash and turn off lights. - There are no kitchen facilities in the Pavilion. |
| Photography | \$100 | \$100 | |

Both fee and deposit are due at time of booking. The deposit is refunded within 60 days if there are no damages.

•Non-Profit rates apply to organizations with proof of Non-Profit status. Proof is required at the time of booking.

HOURS

Friday, Saturday & Sunday facility rentals are between 9:00 am – 11:00 pm. Monday-Thursday rentals are between 9:00 am and 10:00 pm. Only one wedding or special event per day is scheduled at the Pavilion. Hours rented must include set-up; catering staff has one additional hour to clean.

OFFICE USE: Total Paid _____ Date _____

Receipt # _____ Deposit # _____ Chk #/ CC/ Cash _____

Refund Amount _____ Date to Finance _____

RESERVATIONS & BOOKING PROCEDURE

Reservations are accepted up to one year (or 365 days) prior to the event beginning at 1:00 pm. If that day is an office closure, weekend, or Town observed holiday, reservations will be accepted the next business day at 1:00 p.m. To reserve a facility, the Lessee must provide a signed contract and payment in full of the associated fees and deposits. The security deposit will be refunded within 60 days after the event; unless the facility has been damaged or the Lessee has not complied with the Policies & Restrictions listed below. Charges against your deposit will be made for any costs including, but not limited to, damages to floors, walls, furnishings and landscaping, extra cleaning of the facilities and furnishings both inside and outside, and any other unusual costs incurred. You will be billed for any damages not covered by your deposit.

RENTAL CANCELLATION

Rental cancellations must be made in writing. A \$30.00 processing fee is withheld for any cancellation. Date changes must be made in writing, date changes for special events must also be accompanied by \$50.00 payment and may only be changed twice.

REHEARSALS

Ceremony rehearsals are scheduled Monday through Thursday on a first-come first-served basis. Arrangements must be made with the Facilities Coordinator.

ACCEPTANCE OF "AS-IS" CONDITION OF FACILITIES

PLEASE INITIAL EACH NUMBERED ITEM

- _____ 1. Lessee acknowledges that a full service restaurant operates out of the Hacienda building and use of the property is not exclusive. Restaurant customers may be on the grounds during scheduled special event rentals
- _____ 2. Lessee acknowledges that the premises and facilities are old and were not constructed in accordance with current building codes or with the Americans with Disabilities Act. As a result, there may occur damage or loss to Lessee's property or right of occupancy caused by any of the following but not limited to: a) Utility failure; b) Earthquake or earth tremors; c) Weather damage; and d) Other equipment or facility failures due to age and condition.
- _____ 3. Lessee further acknowledges that should any portion of the premises and facilities be determined as unsafe or in need of repair, the Town of Moraga reserves the right to make necessary repairs and changes at any time. The Town will make every attempt for repairs to not impact Lessee's right of occupancy.
- _____ 4. Lessee further acknowledges that some portions of the premises and facilities may be in a state of disrepair and deterioration.
- _____ 5. Acknowledging the foregoing, Lessee nevertheless agrees to accept the risk of such losses and accepts use of the premises in their "as is" condition, with all faults, acknowledging that the Town of Moraga shall not be held responsible for any such damage to Lessee's property or right to occupancy caused directly or indirectly by the aforesaid condition of the premises.

INDEMNIFICATION & LIABILITY INSURANCE

PLEASE INITIAL EACH NUMBERED ITEM

- _____ 1. INDEMNIFICATION: Lessee shall hold harmless, defend and indemnify Town of Moraga and its officials, officers, employees and volunteers from and against any and all liability, claims, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Lessee/Renter's use of the subject facility hereunder or its failure to comply with any of its obligations contained in the Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the Town.
- _____ 2. LIABILITY INSURANCE: LESSEE AGREES THAT THE TOWN OF MORAGA WILL APPLY FOR A SPECIAL EVENT

GENERAL LIABILITY CERTIFICATE OF INSURANCE INCLUDING LIQUOR LIABILITY THAT LISTS THE LESSEE AS THE INSURED AND "TOWN OF MORAGA AND ITS OFFICIALS, OFFICERS, EMPLOYEES AND VOLUNTEERS" AS THE ADDITIONAL INSURED, AND THAT THE TOWN HAS PROVIDED OR WILL PROVIDE INSURANCE WITH THE FOLLOWING COVERAGE:

- a. Coverage shall be at least as broad as Insurance Services Form CG 00 01 covering Commercial General Liability on an "occurrence" basis, including property damage and bodily injury with limits of no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. This liability coverage shall be primary and any commercial or self-insurance of the Town will not contribute with the primary coverage.
- b. Town of Moraga and its officials, officers, employees and volunteers shall be named as an Additional Insured on the general liability coverage by a separate written endorsement form acceptable to the Town. Merely providing a Certificate of Liability Insurance is not sufficient.
- c. If Lessee will be supplying alcoholic beverages, the general liability insurance shall include host liquor liability coverage. If Lessee is using a caterer or other vendor to supply alcohol that vendor must have liquor liability coverage. If Lessee intends to sell alcohol either the Lessee or vendor providing the alcohol for sale must have a valid liquor sales license and liquor liability insurance covering the sale of alcohol.

POLICIES & RESTRICTIONS- Non-compliance will result in loss of security deposit.

PLEASE INITIAL EACH NUMBERED ITEM

- _____ 1. Lessee shall keep the premises, facilities and fixtures in good condition and repair, and shall, at the expiration or other termination of this Agreement, surrender and deliver up the premises in like good condition and repair, excepting ordinary wear and tear and such damages by the elements, fire, and other casualties as are not caused in whole or in part by the negligence or willful misconduct of Lessee, its employees, agents or invitees.
- _____ 2. At the conclusion of Lessee's Special Event, Lessee shall leave the Premises and facilities in at least as good a condition, state of repair and cleanliness as existed at the commencement of Lessee's use of the Premises.
- _____ 3. Lessee shall produce the special event and otherwise conduct itself in accordance with all applicable federal, state, and local laws and regulations, including, without limitation, laws relating to fire, health, sanitation, and safety.
- _____ 4. Any items, personal or rental, left following an event will be donated/disposed of if not claimed or retrieved within 30 days of the event date.
- _____ 5. The *La Finestra at the Hacienda* Restaurant is the preferred caterer for Pavilion special events. *La Finestra at the Hacienda's* menu and pricing can be found at lafinestraristorante.com. A refundable deposit of \$1,000.00 is required if using an outside caterer. **A licensed caterer must be on site in charge of food service.**
- _____ 6. **POTLUCKS AND HOME PREPARED FOODS ARE NOT ALLOWED.** Outside caterers who wish to cater at the Hacienda de las Flores & Pavilion must provide current copies of the following documents to the Facilities Coordinator at least 60 days prior to the event: Business License, County Health Permit, and Food Safety Certificate. There are no kitchen facilities in the Pavilion.
- _____ 7. Food that is **served to the public** requires a Temporary Food Event permit from Contra Costa County Environmental Health, see cchealth.org/eh
- _____ 8. Hard liquor is not allowed. Champagne, wine and/or beer may be served within the allotment guidelines (1/2 a bottle of champagne or wine or 3 beers per person). **Bar or serving of alcohol must end one hour prior to end of rental period. Alcohol must be served from a designated bar or passed by catering/service staff, guest self-service is not allowed.**

- _____ 9. Bars/food service tables must be on the patio or indoors, guest dining tables may be placed on the lawn.
- _____ 10. A \$500.00 deposit is required if using a band, DJ, or musician other than those listed in the attached.
- _____ 11. Non-amplified music may be located indoors or outdoors. Amplified music and speakers must be indoors. **Music must end one hour prior to end of rental period.**
- _____ 12. Flower petals (real and artificial), birdseed, rice, confetti, small feathers, loose glitter, loose sprinkles, mylar balloons, fireworks & sparklers (prohibited by law) are not allowed. Umbrellas, tents, heaters, or aisle runner may be used on patio, not on the lawn. Decorations (other than flowers) require advance approval by Facilities Coordinator. Items may be attached to the columns or walls using painters tape only.
- _____ 13. Real flame candles are not allowed in restrooms or fireplace. Candles should be in glassware one size larger than the candle, top extending 1.5-2" above flame (ex. a votive in a tealight holder). Battery operated candles can be placed anywhere.
- _____ 14. Children must not be left unattended anywhere on the premises or facilities. Playdough/clay, glue, and paint activities are not allowed.
- _____ 15. Garden color and flower type are determined by Public Services Staff, and is subject to seasonal change and any unforeseen, uncontrollable circumstances or acts of nature. Requests for specific flowers or colors of flowers are not taken.
- _____ 16. Rental equipment must be brought in during your event rental hours and picked up at the end of the event. Storage is not available either before or after the event.
- _____ 17. Final event arrangements (set-up plans) must be made in person with the Recreation & Facilities Coordinator three weeks prior to the event.
- _____ 18. Moraga resident rates and status applies to the Lessee and/or parents/guardians of the Lessee.

The Town of Moraga is not responsible for equipment brought on the premises for the event, or lost, misplaced or stolen articles belonging to the Lessee or employees, agents and invitees of the Lessee. Security is the responsibility of the Lessee. This is a public park, open to the general public when the main gates are open.

I HAVE READ, UNDERSTAND, AND AGREE WITH THE WEDDING, RECEPTION, AND SPECIAL EVENT INFORMATION AS LISTED HEREIN AND AGREE TO HAVE MY EMPLOYEES, AGENTS AND INVITEES COMPLY WITH THE SAME.

Signature Print Name Today's Date

Address City/State/Zip Primary Contact Phone #

Primary Contact Email Address

Type of Event (ceremony, reception, corporate dinner, etc) Event Date