

# TOWN OF MORAGA

## ROOM RENTAL and PHOTOGRAPHY RENTAL APPLICATION

**Hacienda de las Flores and Pavilion – Park and Recreation Dept.**

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 \_\_\_\_\_

Room(s) \_\_\_\_\_ # of Guests \_\_\_\_\_ Hours of use \_\_\_\_\_

Organization/ Applicant \_\_\_\_\_ Type of event \_\_\_\_\_

Address \_\_\_\_\_ City/Zip \_\_\_\_\_

Person in Charge \_\_\_\_\_ Day Phone \_\_\_\_\_

<u>HOURLY RATE SCHEDULE</u>	<u>NON-PROFIT</u>	<u>PRIVATE</u>	<u>COMMERCIAL</u>
Garden Conference Room	\$25	\$40	\$70
Casita	\$35	\$50	\$85
La Sala	\$35	\$50	\$85
Photography on Town Property	\$65	\$80	\$150
Facility Attendant (2 hr. min.)	\$40	\$40	\$40

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.**

<u>DEPOSITS</u>	<u>Mon-Thu</u>	<u>Fri-Sun</u>	<u>CLIENT RESPONSIBILITY</u> (No Facility Attendant) Clean up room, bag trash and turn off lights. Use of the kitchen at the La Sala is included with the La Sala room rental.
Room Rental	\$100	\$450	
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**

*Hours rented include set-up.*  
**Friday & Saturday** event rentals are between 9:00 am – 10:00 pm.  
**Sunday -Thursday** rentals are between 9:00 am and 9:00 pm.

**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 p.m. 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.

## ACCEPTANCE OF "AS-IS" CONDITION OF FACILITIES

PLEASE INITIAL EACH NUMBERED ITEM

- \_\_\_\_\_ 1. 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.
- \_\_\_\_\_ 2. 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.
- \_\_\_\_\_ 3. Lessee further acknowledges that some portions of the premises and facilities may be in a state of disrepair and deterioration.
- \_\_\_\_\_ 4. 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- Non-compliance will result in loss of security deposit.

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.

## 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 causalities 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 or activity, 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. 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 runners may be used on patio, not on the lawn. Decorations (other than flowers) require advance approval by Recreation & Facilities Coordinator. Items may be attached to the columns or walls using painters tape only.
- \_\_\_\_\_ 5. 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.
- \_\_\_\_\_ 6. Final event arrangements (set-up plans) must be made in person with the Recreation & Facilities Coordinator three weeks prior to the event.
- \_\_\_\_\_ 7. Moraga resident rates and status applies to the Lessee and/or parents/guardians of the Lessee.
- \_\_\_\_\_ 8. Children must not be left unattended anywhere on the premises or facilities. Playdough/clay , glue, and paint activities are not allowed.
- \_\_\_\_\_ 9. Non-amplified music may be located indoors or outdoors. Amplified music and speakers must be indoors. **Music must end one hour prior to closing time.**
- \_\_\_\_\_ 10. 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 stop one hour prior to end of event. Alcohol must be served from a designated bar or passed by service staff, guest self-service is not allowed.**
- \_\_\_\_\_ 11. Food that is served to the public requires a Temporary Food Event permit from Contra Costa County Environmental Health, see [cchealth.org/eh](http://cchealth.org/eh)
- \_\_\_\_\_ 12. 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.

***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.

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Signature Print Name Today’s Date

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Address City/State/Zip Primary Contact Ph. #

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Email

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