

# TOWN OF MORAGA

## FACILITY and PHOTOGRAPHY RENTAL APPLICATION

### MONDAY-THURSDAY (April-October)/OFF-SEASON

**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 \_\_\_\_\_

*Rates below do not apply to Fridays, Saturdays and Sundays April 1 – October 31*

<u>HOURLY RATE SCHEDULE</u>	<u>NON-PROFIT</u>	<u>PRIVATE</u>	<u>COMMERCIAL</u>
Mosaic   Conference   Dance   Fireside   Patio (Individual Rooms Available for Meetings Only – Events must rent Hacienda Downstairs)	\$25	\$40	\$70
La Sala/Casita	\$35	\$50	\$85
Pavilion	\$50	\$105	\$145
Hacienda Downstairs (excluding kitchen)	\$80	\$140	\$180
Kitchen	\$30	\$30	\$30
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 Pavilion and La Sala is included. Hacienda kitchen fee is additional.
Room Rental	\$100	\$450	
Hacienda Kitchen	\$300	\$300	
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** event rentals are between 9:00 am – 11:00 pm. **Monday-Thursday** rentals are between 9:00 am and 10:00 pm. *Hours rented include set-up; catering staff has one additional hour to clean.*

## 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 \$35.00/room 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 Recreation and Facilities Coordinator.

## 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.
- \_\_\_\_\_ 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 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. To insure compliance with Town policies, a deposit of \$1000 is required if using a caterer not on the preferred list. **A licensed caterer must be on site in charge of the kitchen during rental period if food is served.** A \$500 deposit is required if using a band, or DJ, or musician other than those listed.
- \_\_\_\_\_ 5. 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.
- \_\_\_\_\_ 6. 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.
- \_\_\_\_\_ 7. Garden flower color and 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.
- \_\_\_\_\_ 8. Final event arrangements (set-up plans) must be made in person with the Recreation & Facilities Coordinator three weeks prior to the event.
- \_\_\_\_\_ 9. Moraga resident rates and status applies to the Lessee and/or parents/guardians of the Lessee.
- \_\_\_\_\_ 10. Children must not be left unattended anywhere on the premises or facilities. Playdough/clay , glue, and paint activities are not allowed.
- \_\_\_\_\_ 11. 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. Band size must be limited to 5 members.**

- \_\_\_\_\_ 12. Hard liquor is not allowed. Beer, wine, and champagne are the only alcoholic beverages allowed. **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.**
- \_\_\_\_\_ 13. Five (5) dining tables maximum can be placed on the lawn at the Hacienda or Pavilion. Bars, buffets and food service must be on the patio or indoors.
- \_\_\_\_\_ 14. 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)
- \_\_\_\_\_ 15. 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