



Hacienda de las Flores and Pavilion

April-October Special Event Information and Contract

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HACIENDA DE LAS FLORES

This romantic Spanish-style estate features a patio with a central fountain, large lawn enhanced with blue atlas trees and beautifully landscaped gardens. Includes three rooms, a commercial kitchen on the ground floor and the patio and lawn area (upstairs area is not included). *Maximum capacity: **Outdoors** - 200 | **Indoor**-~ 125 standing, 110 for sit down dining (throughout the three rooms).*

PAVILION

This classical style building with Roman columns consists of one main room with an adjoining small bar and kitchen. A semi-circular portico faces a circular patio and a fully enclosed landscaped courtyard. *Maximum capacity: **Outdoors** - 200 for ceremonies, 150 for receptions | **Indoor** - 80 standing, 50 for sit down dining. (Facility has equipment for 100)*

RATE SCHEDULE	NON-RESIDENT			MORAGA RESIDENT		
	FRIDAY	SATURDAY	SUNDAY	FRIDAY	SATURDAY	SUNDAY
HACIENDA	\$1800.00	\$2700.00	\$2000.00	\$1400.00	\$2100.00	\$1500.00
PAVILION	\$1600.00	\$2400.00	\$1800.00	\$1300.00	\$1900.00	\$1400.00
BOTH FACILITIES	\$2300.00	\$3700.00	\$2600.00	\$1800.00	\$2900.00	\$2100.00

CHECKS MADE PAYABLE TO: *Town of Moraga*

APPLICATION FEE	All rentals require a \$250.00 non-refundable application fee.
DEPOSIT	All rentals require a refundable \$750.00 security/damage deposit.
ADDITIONAL HOURS	Available at the rate of \$220.00 per hour for the front end/beginning of events only.

MORAGA RESIDENT RATES are available only if the **primary renter currently resides** in the Town of Moraga. Proof of residency (driver's license, utility bill, rental agreement) must be presented at booking.

FEE INCLUDES

Bottom floor, patio, and lawn of area rented, parking, final set-up meeting with recreation department staff, a scheduled one hour ceremony rehearsal (Monday-Thursday only), facility attendant available throughout the event, tables and chairs provided by the Hacienda de las Flores and cleaning following the event. Six (6) large market umbrellas are included at the hacienda, four (4) at the pavilion. Each building has a separate inventory of equipment and items cannot be moved between the two areas.

RENTAL HOURS

Package price includes eight (8) consecutive hours of choice on Saturday/ Sunday between 9:00 am – 11:00 pm. Friday rentals are 3:00 pm to 11:00 pm only. Chosen eight (8) hours include set-up; catering staff has one additional hour to clean. Alcohol service and music must stop one hour prior to the end of the event.

Additional hours can be purchased for the front end/beginning of the event to allow more set-up time. Additional hours must be requested and purchased 60 days before the scheduled event date. Additional hours are not available before 9:00 am or past 11:00 pm.



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RESERVATIONS & BOOKING PROCEDURE

Hacienda and/or Pavilion reservations are accepted up to one year (or 365 days) prior to the event date 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 pm. The Lessee must read and sign the contract below and present with payment as outlined below. **Full payment is due six months prior to the event.**

To reserve the Hacienda and/or Pavilion, the Lessee must provide proof of residency if eligible for Moraga resident rate, the non-refundable \$250 application fee, the refundable \$750 security/damage deposit, and half of the rental fee (more than six months in advance of event date) or the entire rental fee (less than six months in advance of event date).

DEPOSIT

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.

DATE CHANGE

Date changes must be made in writing accompanied by payment (\$300 if more than 6 months from original date and \$550 if less than 6 months from original date) and may only be changed twice.

RENTAL CANCELLATION

Rental cancellations must be in writing. The damage deposit will be refunded.

More than 6 months from Event date: 25% of rental fee retained by the Town of Moraga; 75% refunded

3-6 months from Event date: 50% of rental fee is retained by the Town of Moraga; 50% refunded

Less than 3 months from the Event date: 100% of retained fee is kept by the Town of Moraga; no refund

The \$250 application fee is nonrefundable.

REHEARSALS

Rehearsals are scheduled Monday through Thursday on a first come first served basis and may be scheduled a maximum of 60 days in advance. Rehearsals are booked outside for one hour. There is no use of the interior space. Arrangements must be made with the Recreation and Facilities Coordinator.

FINAL SETUP MEETING

A final setup meeting is required three weeks from the rental date to make final event arrangements, including a setup diagram. Meetings can be scheduled Monday through Thursday during normal business hours, based on availability.



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Organization (if applicable) _____

Renter Name _____

Address _____ City/State/Zip _____

Phone Number _____ Email Address _____

Venue(s) Requested HACIENDA PAVILION BOTH

Type of Event _____ # of Guests _____

Anticipated Eight (8) Hour Time Block _____

Date of Event _____ Day of Event (please circle) **M** **T** **W** **Th** **F** **Sa** **Su**

Primary Contact Name _____

Phone Number _____ Email Address _____

Secondary Contact Name _____

Phone Number _____ Email Address _____

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.



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- _____ 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. This is a public park, open to the general public when the main gates are open. Gifts and valuables should not be left unattended, as this is a public park and exclusive use is not guaranteed.
- _____ 5. To insure compliance with Town policies, a deposit of \$1,000 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, DJ or musician other than those listed. Non-preferred caterers, bands, DJs, and musicians also require a signed vendor agreement.
- _____ 6. Flower petals (real or artificial), birdseed, rice, confetti, small feathers, loose glitter, loose sprinkles, mylar balloons, fireworks and sparklers (prohibited by law) are not allowed. Umbrellas, tents, heaters and aisle runners may only be used on patio, not on the lawn. Decorations (other than flowers) require advance approval by the Recreation and Facilities Coordinator. Items may be attached to the columns or walls using painters tape only.



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- _____ 7. Candles used outdoors must be in a glass container taller than the candle and weighted down, ensuring they can withstand the chance of wind. Indoors, for birthday celebrations only, candles must be supervised at all times; otherwise only battery-operated candles are permitted indoors.
- _____ 8. 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.
- _____ 9. 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.
- _____ 10. Final event arrangements (set-up plans) must be made in person with the Recreation & Facilities Coordinator three weeks prior to the event.
- _____ 11. Moraga resident rates and status applies to the Lessee and/or parents/guardians of the Lessee.
- _____ 12. Children must not be left unattended anywhere on the premises or facilities. Playdough/clay, glue, and paint activities are not allowed.
- _____ 13. 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 and **Band size must be limited to 5 members.**
- _____ 14. 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.**
- _____ 15. 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.
- _____ 16. Food that is **served to the public** requires a Temporary Food Event permit from Contra Costa County Environmental Health, see cchealth.org/eh
- _____ 17. 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 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