

Pleasant Valley Estrella Cemetery District

Event Rental Agreement – Estrella Adobe Church

The Rental Agreement is made on _____ between the Pleasant Valley Estrella Cemetery District (“the Lessor”) and the party listed below (“the “Lessee”) for the use of the Estrella Adobe Church (“the Premises”). The Lessor hereby authorizes the Lessee to use the Premises upon the following express terms and conditions.

The Lessor reserves the right to change, adjust, or delete any terms or conditions found in this Rental Agreement. The Lessor reserves the right to immediately terminate any event that imposes a threat to the safety of the participants or the Premises or violates any of the conditions stated herein.

1. LESSOR

Pleasant Valley Estrella Cemetery District
P.O. Box 148
San Miguel, CA 93451
(805) 441-1243
p.v.e.cemeterydistrict@gmail.com

2. PREMISES

Estrella Adobe Church
5660 Airport Road
Paso Robles, CA 93446

3. LESSEE (must be at least 21 years of age)

Name: _____

Address: _____

City/State/Zip: _____

Phone(s): _____

Email(s): _____

4. USE. The Lessor hereby grants to the Lessee, their agents, employees, contractors, and invitees, on the terms and conditions contained herein, the non-exclusive use of the Premises consisting of the Adobe Church, walkways and parking area. The use does not extend to the cemetery. The Lessee acknowledges that the Premises are open to the public during days and hours determined by the Lessor and that these public hours may overlap with the Lessee’s use of the Premises.

The Lessee is authorized for this use of the Premises on the following date and times:

_____ from _____ to _____,

For the sole purpose of (“the Event”) as described here:

The estimated number* of people who will attend the Event is: _____.

*includes hosts and bridal party participants, if applicable, and may not exceed the maximum occupancy of 49 people inside the Adobe Church.

This license may be revoked if the intended use is misrepresented.

5. ASSIGNMENT OR SUBLEASE. The Lessee may not transfer this Rental Agreement or any fees paid hereunder to any third party. The Lessee may not assign, sublet, or share the whole or any part of the Premises without prior written consent of the Lessor.

6. SUBMITTAL TERMS. The completed Rental Agreement, Security Deposit, Use Fee, Proof of Insurance, and the Fee for Portable Restroom must be received by the Lessor prior to use under this license, per the following schedule.

- **Rental Agreement**
- **Security Deposit:** due at signing of Rental Agreement
- **Use Fee:** due thirty (30) days prior to the Event
- **Proof of Liability Insurance:** due thirty (30) days prior to the Event
- **Fee for Portable Restroom:** due thirty (30) days prior to the Event

The Event is not confirmed until the Lessor receives and acknowledges the completed Rental Agreement and the Security Deposit.

All payments must be made by check, credit card, or money order. No cash payments are accepted. Make checks payable to *Pleasant Valley Estrella Cemetery District*. The Lessee shall not be entitled to interest on any portion of the Security Deposit. All submittals, including the Rental Agreement and Proof of Liability Insurance, become property of the Lessor and shall not be returned.

7. SECURITY DEPOSIT. A Security Deposit is due at signing of the Rental Agreement. The Security Deposit is refundable upon compliance with all terms and conditions of the Rental Agreement. The Lessee is responsible for a walk-through inspection at the beginning and end of the Lessee’s use of the Premises. The Premises must be cleaned and returned to previous state immediately upon end of use unless other arrangements are made with the Lessor. The Lessee acknowledges responsibility for any loss or damage done by the Lessee or any of the Lessee’s

agents, employees, contractors, vendors, or guests. The Security Deposit shall be applied toward reimbursement for any cost incurred, including but not limited to, clean up and damage repair. A refund check in the amount of the Security Deposit minus any deductions will be mailed to the Lessee's stated address within thirty (30) days following the Event. If deductions are made, the Lessee will receive a detailed statement of withholding. The Lessee will be billed for amounts not covered by the Security Deposit. See *Appendix 1: List of Fees* for applicable Security Deposit deductions.

8. USE FEE. In exchange for use of the Premises, the Lessee agrees to pay all fees applicable to such use, as listed in *Appendix 1: List of Fees*. The Lessee agrees that the "Use Fee" covers only the use of the described areas, during the dates and times, and for the purpose and number of people declared in *Section 4* of the Use Agreement.

Total Use Fee for the Event described in *Section 4*: _____.

9. LESSEE'S LIABILITY INSURANCE. The Lessee must provide the Lessor with a Certificate of Liability Insurance in the amount of \$2,000,000 naming the Pleasant Valley Estrella Cemetery District as Additionally Insured and establishing the property to be insured and protected to be the Estrella Adobe Church, 5660 Airport Road, Paso Robles, CA 93446. The certificate must provide evidence of broad form comprehensive general liability coverage from first access to the property (e.g. rehearsal or supply delivery) to the removal of all items. Care, Custody, or Control Coverage, which includes Property Damage Liability resulting from damage to the Premises must be included. Any lapses in coverage does not release the Lessee from liability for loss or damage.

10. PORTABLE RESTROOM. Lessee agrees to pay to Lessor at least thirty (30) days prior to their Event for a Portable Restroom to be delivered to the Premises. The Lessor shall be responsible for the ordering, delivery and the pick-up of the Portable Restroom following the Event.

11. EVENT PREPARATION. The Lessee agrees that all event preparation, including deliveries, set up and decoration of the Premises must take place only during the Event times as described in *Section 4* unless otherwise agreed by the Lessor in writing prior to the Event. Additional fees may apply if the premature arrival of event deliveries interferes with the use of the premises by the Lessor or another Lessee.

12. EVENT DECORATIONS. The Lessee may erect and maintain temporary decorations on the Premises in a safe and acceptable manner during the term of this Rental Agreement. At no time may any semi-permanent construction or fixtures be erected. The Lessee may not add, demolish, remove, replace, alter, relocate, reconstruct, modify, or change the contour grade of the Premises. No decorations may be attached to historic structures, artifacts, trees, headstones or cemetery areas. The Lessee or their agents may not climb on ladders or benches to affix decorations.

If Lessee will be renting a tent for placement on the grounds, anything over 400 ft. shall require an operational permit issued by the City of Paso Robles Fire Department.

All decorations are subject to the approval of the Lessor and the Lessor's directions regarding decorations are non-negotiable. Specifically prohibited decorations include candles (except battery-powered), glitter, confetti, rice, birdseed, sequins, sparklers or similar materials. Nails, staples, tacks, tape, and any materials that may cause damage are prohibited. No twinkle or café lights may be attached to trees. Live animals may not be brought into or released on the property. The Lessee is responsible for instructing their vendors and guests of these limitations regarding decorations. Violation of these conditions may result in additional fees.

13. RELOCATION OF ITEMS. The Lessee agrees that only the altar, candle sticks and benches may be moved. No other items on the Premises shall be moved at any time.

14. ARTIFACTS, DISPLAYS AND STRUCTURES. The Lessee acknowledges that historic artifacts, displays and structures are located throughout the Premises. Some of these items are unique and irreplaceable. They are not to be climbed upon, moved, defaced, or damaged in any way. The Lessee is responsible for ensuring that their agents and guests respect the Premises and all artifacts, displays and structures within.

15. ADVERTISING. Lessee shall not advertise the Event in any way that implies sponsorship of the Event by the Pleasant Valley Estrella Cemetery District. All signs outside the Premises are subject to the City of Paso Robles's laws and regulations and should be approved by the Lessor and the City prior to posting.

16. FEDERAL COPYRIGHT ACT. The Lessee warrants that all copyrighted material performed or reproduced in association with the Lessee's use of the Premises is duly licensed or authorized by the copyright holders or their representatives. The Lessee agrees to indemnify, hold harmless, and defend the Lessor, its directors, trustees, and employees from all claims, actions, losses, or expenses with regard thereto.

17: ALCOHOL AND SMOKING. Consumption of any alcohol is strictly prohibited on the Premises. If, in the judgement of the Lessor or the Lessor's agent, there are violations related to consumption of alcohol, the Lessee will be notified and the Event will be immediately terminated without rebate of any of the Security Deposit.

Smoking, including use of e-cigarettes or vaporizers, is strictly prohibited on the Premises. See *Appendix 1: List of Fees* for applicable "butt" fee". The City of Paso Robles also prohibits smoking in all public areas. Should the Lessee, their agents, or guests choose to smoke outside the Premises, provision should be made to safely collect and discard all butts and other evidence of smoking. The Lessee is solely responsible for any fines or violations that may occur as a result of public smoking.

18. PARKING. The Lessee acknowledges that general parking shall be in the lot adjacent to the Premises. The Lessor makes no representation and accepts no responsibility for the Lessee, its agents' or guests' parking or the security or safety of such parking on, around, or near the Premises.

19. AMPLIFIED SOUND/NOISE. Lessee may use their own amplified sound equipment. The Lessor or the Lessor's agent may use decibel monitors during the Event to determine whether

noise is excessive under the City of Paso Robles rules. If the noise is found to be excessive, the Lessee or their agent will be immediately notified. If the Lessee fails to correct the problem, or the police are called and determine the noise to be excessive, the Lessor reserves the right to immediately terminate the Event and/or make additional charges as described in *Appendix 1: List of Fees*.

20. VENDORS. The Lessor reserves the right to maintain a list of approved vendors and to restrict the Lessee to contracting only with those vendors and/or maintain a list of vendors who repeatedly violated the Lessor's regulations and to refuse to allow those vendors onto the Premises.

21. EVENT CLEAN UP. The Lessee agrees that the Premises will be cleaned up and returned to its previous state at the conclusion of the Event and that all clean-up activities, including the removal of all event supplies, must take place only during the Event times as described in *Section 4* unless otherwise agreed by the Lessor in writing prior to the Event. **Additional fees may apply if the delayed removal of event supplies interferes with the use of the Premises by the Lessor or another Lessee.**

The Lessee acknowledges sole responsibility for completely cleaning the Premises and returning it to its previous state as described in *Appendix 2: Cleaning Up at the Estrella Adobe Church*. **If the Lessee fails to complete cleaning, the Lessor reserves the right to deduct the cost of professional cleaning of the Premises from the Security Deposit.**

22. MANNER OF CONDUCTING EVENT. The Lessee hereby agrees to conduct the Event in a careful and orderly manner, without disturbance to the public and adjoining landowners, and without undue risk of damage to the Premises. Children must be under the direct supervision of an adult at all times.

23. LAND USE RESTRICTION. The Lessee is solely responsible for obtaining all licenses, permits, authorizations, or approvals necessary to hold the Event on the Premises. The Lessee shall not obstruct any public right of ways.

24. APPENDICES. The Rules and Requirements governing use of the Premises, attached hereto as appendices, are incorporated herein by reference, as though fully set forth herein. The Lessee agrees to fully comply with each and every term thereof, understanding that said Rules and Requirements are an integral part of the agreement and, in addition to all other remedies provided to the Lessor, shall be a basis for the immediate denial to the Lessee of all further and/or future use of the Premises.

25. CANCELLATION. The Lessee may cancel this Rental Agreement by submitting written notification to the Lessor's address in *Section 1*. If the Rental Agreement is cancelled by the Lessee in writing ninety (90) days or more prior to the Event, half of the Security Deposit will be granted to the Lessee. Refunds with less than ninety (90) days prior notice are given only in case of exigent circumstances and at sole discretion of the Lessor.

The Lessee agrees that in the event of any Act of Nature, loss of utilities, closure by authorities, riot, strike, or labor difficulties, or any other cause beyond the control of the Lessor, which renders it impossible or impractical to conduct the use of the Premises, this Rental Agreement may be cancelled by written notice and neither party shall have continuing liability to the other. It is understood that the decision whether or not to cancel the use and purpose for which this Agreement is granted due to weather conditions shall be made solely by, and at the discretion of, the Lessee.

26. INDEMNITY AND LIABILITY. The Lessee is responsible for all accidents or injuries to any person(s) or property resulting from use of the Premises. The Lessee shall, to the full extent permitted by law, indemnify and defend the Lessor, the Lessor's agent, and its directors, trustees and employees, and hold them harmless from and against any and all claims, damages, losses, liabilities, suits, judgments, actions, and all expenses (including attorney's fees and disbursements) in the event the Lessee fails to defend as required hereunder arising out of or claimed to have risen out of or resulting from any negligent or wrongful act, error, omission, breach of contract, or infringement by the Lessee in connection with the Event on the Premises, and such indemnity shall apply regardless of the active or passive negligence or wrongdoing of any person, and will not be released or excused by reason of any approval by any person of any method of conducting the Event or any other approval. The foregoing indemnity shall include, but is not limited in any way by any limitation of the amount or type of damages, compensation, or benefits payable under any applicable worker's compensation, disability benefits, or other similar employee benefits. The indemnity herein shall be without setoff, claim, or apportionment due to any act or omission by the Lessor unless said act or omission is found to be intentional or malicious.

27. ACKNOWLEDGEMENT. The Lessee hereby acknowledges that they have read this Event Rental Agreement and that all completed statements of the Agreement are accurate and true. The Lessee hereby agrees to assume all responsibility for the performance of all the covenants and terms of the Agreement.

Lessee: _____ Date: _____

Lessor's Agent: _____ Date: _____

Pleasant Valley Estrella Cemetery District
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Appendix 1

ESTRELLA ADOBE CHURCH LIST OF FEES

Security Deposit (fully refundable, subject to itemized deductions)	\$500
Due at contract signing	

REQUIRED FEES

Wedding Rental Fee (due 30 days prior to event)	\$650
6 hours for rehearsal, set-up, ceremony, pictures and clean-up	

Non-Wedding Related Events

Memorials, Concerts, Meetings, etc.	\$150/Hour
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Executive Portable Restroom	\$195/each
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 Payable to Lessor (due 30 days prior to event)

ITEMS PROVIDED BY THE ESTRELLA ADOBE CHURCH

Organ

Altar

Benches

Wall-Mounted Kerosene Lamps

Wooden Candle Stands (2)

Appendix 1 Continued

ADDITIONAL CHARGES

(May be deducted from the Security Deposit, as appropriate)

Cleaning Fee

Rice, bird seed, confetti, sequins, or similar materials, per hour or part	\$150
General additional cleanup, per hour or part	\$150
Non-removal of Event items in timely manner	\$150
Failure to be off property by contracted time	\$300

Non-Smoking "Butt Fee"

Removal of first cigarette butt	\$150
Removal of each additional cigarette butt	\$5

Noise Issues

First noise complaint	verbal warning
Subsequent neighborhood noise complaints received, per complaint	\$150
Failure to reduce noise level, per request	\$150

Lessee: _____ Date: _____

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Appendix 2

CLEANING UP AT THE ESTRELLA ADOBE CHURCH

- All cleanup must be completed at the end of the event before leaving.
- Replace benches, candle sticks and the altar as you found them.
- Sweep the church floor.
- Make sure all trash and miscellaneous items are picked up from in and around the church, grounds and parking area.
- Arrange to have all rented items picked up immediately following your event unless otherwise arranged in advance.
- Remove all trash and items from the property.
- Report any broken items before leaving.

The undersigned hereby acknowledges that they have read and understood the cleanup instructions, and are aware that they are responsible for making sure cleanup is completed on the property. The undersigned acknowledges responsibility for any third party who might be contracted to clean the property, and will assume any cleanup charges should a third party fail to perform their duties properly.

Lessee: _____ Date: _____