

Private Event Rental Contract for The Henry Miller Memorial Library

This contract is made this day _____ by and between _____, here-after referred to as the Renter, and The Henry Miller Memorial Library Inc. hereafter referred to as the Owner.

Whereas, the Renter desires to temporarily rent, occupy, for a maximum of 100 people, and make use of the Owner's venue, located in Big Sur and known as The Henry Miller Memorial Library, and

Whereas, the Owner agrees to such rental, occupation, and use in consideration of certain payments (see notes below) and covenants herein enumerated;

Now, therefore, the parties agree to the following terms and conditions:

1. The Renter shall pay to the Owner the sum of \$1500.00 as a non-refundable deposit that will be applied to rental charges upon final settlement of accounts and that will serve as confirmation for date of rental. \$500.00 of the total balance (\$5500.00) is a damages/security/overtime deposit which will be returned to the Renter upon settlement, minus any charges for actual damages done to the venue by Renter or his/her associates.
2. The Rental shall have 'rental time' of the venue from _____ on _____ to _____ on _____ for the purpose of hosting the Renter's event.
3. The full rental fee for the use of the venue shall be \$5000 for 100 guests. The full rental fee for the use of the venue shall be \$6000 for 150 guests, and the renter is responsible for renting and paying the additional fee for a port-a-potty. The balance of the rental fee due, \$4000.00 (for 100 guests) or \$5000.00 (for 150 guests), shall be payable to the Owner three weeks prior to the Rental date.
4. Renter shall remove all personal property, trash, and other items that were not present in the venue when the Renter took control of it. Please see check list below.
5. Upon Renter's completion of his/her obligations under (3) and (4) above, the Owner shall return to Renter the security deposit minus any amounts deemed necessary to clean-up, repair damages inflicted upon the venue by Renter and/or Renter's associates, guests, contractors and all other persons whatsoever who enter the venue during the rental period, whether or not such persons did so with Renter's knowledge or consent.
6. In the event that the renter fails to pay the balance due within the time period agreed upon in this contract, interest shall accrue upon the unpaid balance at the rate of 10% per year until it is paid. Renter shall also be liable to owner for any legal fees, court costs, and other expenses associated with collection.
7. Renter will be liable for any physical damages, legal actions, and/or loss of reputation or business opportunities that Owner may incur as a consequence of the actions of Renter or any of Renter's guests while Renter is in control of the venue, and shall indemnify and hold harmless the Owner against any and all legal actions which may arise from Renter's use of the venue. This includes any and all issues involving transportation to and from the venue including parking.
8. Proof of insurance (\$1,000,000 liability) is required. Please contact a qualified insurance company for the insurance. Use insurance company certificate of insurance form. The

Henry Miller Memorial Library must be named as added insured. If alcohol is served at the event a liquor endorsement of \$1,000,000.00 must also be added to the form. Your proof of insurance must have this special endorsement on the contract: HENRY MILLER MEMORIAL LIBRARY, A NON PROFIT ORGANIZATION, ITS OFFICERS, AGENTS, EMPLOYEES AND SERVANTS ARE INCLUDED AS ADDITIONAL INSURED, BUT ONLY WITH RESPECT TO WORK PERFORMED IN SUPPORT OF THE _____ EVENT.

9. Any disputes arising under this contract shall be adjudicated in the Owner's local jurisdiction. In witness of their understanding of and agreement to the terms and conditions herein contained, the parties affix their signature below.

Both parties whose signatures appear below hereby warrant that they are fully authorized and entitled to enter into this agreement, and do so agree on the dates written below by affixing their signatures below.

Renter's Signature, date

Owner's Signature, date
Magnus Toren

Printed Name

Address

City, ST, ZIP

Notes:

Service: A minimum of one Library staff person will be available to help during the day. Prior to the event the Library grounds will get special attention. Two bathrooms are available. The Library will close to the public after 6 PM the day of the event and during any ceremony prior to that time. A staff person will be at the gate until 6 PM to inform the public about the private party.

Arranging a shuttle for your guests is a requirement since parting outside the Library is very limited. Make sure your guests have designated drivers should alcohol be served. Last call for alcohol is 10:00 PM.

The rental price includes renting the Library for eight hours. There will be an additional charge of \$200/hour for "overtime." The party starts one hour before the first guests arrive. The party ends when the site manager is able to leave the property, i.e. when clean up is done, trash is removed, everything is off the lawn, and all the guests have left. Deliveries and reasonable set-up is OK "outside" of rental time. This means no more than three cars parked outside the Library and a group of no more than eight people setting up.

Dancing on our deck and amplified music (until 10 PM) is welcome. You can stay and dance later but the volume needs to be lowered after 10 PM out of consideration to our neighbors as well as our Big Sur tranquility. A sound system will be available for you to use - including an 8 channel mixer, 2 powered QSC speakers, iPod inputs, microphones for speakers and ceremony, etc.

There are one or two staff available upon request for service after 6 PM (in addition to the site manager) at \$100 person for the night.

On site we have 6 five foot round banquet tables for rent at \$10 each.

We have a state of the art projector (7000 Lumens) and a large screen (21' x 29') at an additional charge of \$300.00. Slide shows or films look great under the redwoods!

Please e-mail or call 831-667-2574 with any questions.

The rental price is \$5000.00 for a maximum of 100 guests. All guests must be shuttled.

The rental price is \$6000.00 for a maximum of 150 guests. With this amount of guests we require that the renter rents and coordinates delivery/pick up of a port-a-potty. All guests must be shuttled.

CHECK LIST FOR END OF NIGHT CLEAN UP – TO BE COMPLETED BY END OF 8 HOUR RENTAL PERIOD

___ NO FOOD ITEMS LEFT OUT

___ ALL DISHES BUSSED

___ ALL TRASH COLLECTED OFF THE PROPERTY (DECK, LAWN, STAGE, INDOOR SPACES, ETC.) AND DISPOSED PROPERLY

___ EVERYTHING OFF THE LAWN

___ ANY RENTALS/GENERAL ITEMS CAN BE NEATLY PLACED ON THE MAIN STAGE OR IN THE DRIVEWAY AND CAN BE PICKED UP THE NEXT MORNING BY 11 AM

___ BACK OFFICE CLEANED OUT COMPLETELY BY 11 AM THE NEXT DAY – LEFT IN THE SAME STATE AS ARRIVAL

___ KITCHEN CLEAN – NO TRASH LEFT OUT

___ ANYTHING AGGREGATED ON THE STAGE/DRIVEWAY MUST BE NEATLY ARRANGED AND PICKED UP BY 11 AM THE FOLLOWING DAY