

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 150 people in total on site, 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 \$1000 as a non-refundable booking fee that will be applied to rental charges upon final settlement of accounts and that will serve as confirmation for date of rental.
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 \$6000 for up to 150 persons total on site. With over 100 persons on site the renter is responsible for renting a port-a-potty. The balance of the rental fee due, \$5000.00 (for up to 150) shall be payable to the Owner three weeks prior to the Rental date. In addition we require a \$500.00 payment of a damages/security/overtime deposit.
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 incurred overtime or 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.

If you would like to use the canyon behind the Library please add the following language to your policy: *Timothy Gill and Laura Wilkinson, owners of parcel # 420-191-010 adjacent to the Henry Miller Library are additionally insured.*

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 signatures below.

Renter's Signature, date _____ / _____

Printed Name _____

Address _____

City, ST, ZIP _____

Owner's Signature / date _____ / _____

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 5 PM the day of the event and of course during your event prior to that time.

Arranging a shuttle for your guests is a requirement. Parking 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 \$300/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; that means 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 four cars parked outside** the Library and a group of no more than ten 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 the overall Big Sur tranquility. A sound system will be available for you to use – including an 12 channel mixer, 2 powered QSC speakers, iPod inputs, microphones for speakers and ceremony, etc.

On site we have 8 five foot round banquet tables and 80 white folding chairs for your use.

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 magnus@henrymiller.org or call 831-667-2574 with any questions.

The rental price is \$6000.00 for a maximum of 150 . Please contact us for larger parties.

If the guest count exceeds 100 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 PROPERTY

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

