

The Royal Ganden

# Where everyone is treated like "Royalty".

**This Rental Agreement** – made and entered into as of the date last set forth below, by and between The Royal Garden, a non-profit organization and \_\_\_\_\_\_(renter(s)).

**Whereas**, renter desires to rent the facility from The Royal Garden on the terms and conditions set forth herein and The Royal Garden is willing to rent the facilities on such terms and conditions.

**NOW, THEREFORE**, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as set forth below.

#### 1. Facilities: Event: Date: Rate:

The Royal Garden shall make the Valhalla Grand Hall available for purposes of a Wedding and Reception, (the event).

Upon execution of the Agreement and payment of the required deposit, the Valhalla Grand Hall shall be reserved for Renter on the Date of \_\_\_\_\_\_ Times: \_\_\_\_\_\_ at a Rate of:

2. **Deposits** – Booking deposits are required to confirm your date and must be sent back with this signed agreement within 14 days of the date contract was generated.

a. A <u>non-refundable</u> booking deposit of 50% of rental fee.

b. A <u>refundable</u> \$1000.00 damage/cleaning deposit is required secure your date.

c. An <u>additional refundable</u> cleaning deposit is required if renter uses catering company not on the The Royal Garden approved vendor list (see item #13).

- 3. **Final payment** It is understood that the renters shall pay the full rental amount, including \$1000 cleaning/damage deposit, 60 days prior to the scheduled event date. Sixty days prior to the event, all deposits and monies collected except for cleaning, are non-refundable.
- 4. **Cancellations** Should you choose to cancel your event, the <u>booking fee is non-refundable</u>.
  - a. However, you may transfer to an alternate date within one year if desired.
  - b. Cleaning deposit will be refunded within two weeks of cancellation.
  - c. Cancellations or change of date must be in writing.
- 5. Liability Insurance

a. Renter shall obtain general liability insurance covering the day of the event in the minimum amount

of one million dollars in a form and amount satisfactory to The Royal Garden. A certificate of insurance and a policy endorsement naming The Royal Garden as an additional insured on the policy shall be provided to The Royal Garden at last three business days before the day of the event. Event day insurance may be available through<u>www.wedsafe.com</u>, <u>www.csicoverage.com</u> or renter's insurance broker or agent.

b. All Vendors working at Valhalla shall carry and maintain in full force and effect while working at Valhalla workers compensation insurance, general liability insurance and policy endorsement naming The Royal Garden as an additional insured showing the required insurance is in place.
c. Notwithstanding the requirement for such insurance, the vendor shall be required to also hold harmless, indemnify, and defend The Royal Garden, to the maximum extent allowed by law, from any and all liability arising from Vendors' use of Valhalla, including the payment of The Royal Garden's reasonable attorney's fees and costs incurred in defense of any actual or alleged liability.

## Rules

6. **Use of Property** – Rental of the site includes the use of the entire inside of the Grand Hall, kitchen, bridal changing room, restrooms, grooms room and the outside porch areas.

a. No events may take place or are allowed to be set up on the lawn area.

b. Use of the property is available from 10:00 am to 11:00 pm. All festivities including amplified music must conclude no later than 10:00 pm.

c. The capacity of the building is 140 persons maximum; however <u>wedding groups are limited to 120</u> <u>people maximum to include infants and children</u> plus catering staff and other vendors inside the building including the porch areas. This is to ensure appropriate group flow. Children under the age of 16 are not permitted on the second floor balcony unless accompanied by an adult.

d. In accordance with the State Fire Marshall restriction, the Upstairs balcony capacity is not to exceed 40 persons, 20 persons per side. Amounts exceeding the maximum person count are prohibited.e. Due to fire and safety codes and limitations set by Forest Service regulations, the above rules are strictly enforced and may be subject to change.

## 7. **Open Flame** – No cooking is allowed on the porch area. Buffet lines are allowed.

a. Catering Companies are not allowed to cook on the lawn area.

b. All Catering companies must be self contained with hot boxes or have the ability to prepare and cook meals within self contained kitchen/trailers.

c. Kitchen trailers/vendors are allowed to park in the designated parking lot only.

d. The use of propane heaters inside the building or outside on the deck and on the Grand Lawn is prohibited.

e. Fire extinguishers are placed by the main door, upstairs and back door. All vendors are required to have knowledge of use.\*If your vendor is not on our "preferred vendor list" please have them contact our office.

8. **Fireplace** -The main fireplace is used to be for ambiance only. It is not intended to provide heat. a. The Royal Garden will determine at anytime if the fire is too big and reserves the right to extinguish the fire.

b. Renters or Guests may not build/add firewood/paper at anytime. The The Royal Garden staff will provide this service.

c. All firewood/starter logs will be provided by the renter and not by The Royal Garden .d. Use of the small fireplace inside the building and the small fireplace located outside on the deck is prohibited.

9. **Parking/Shuttle requirements** – Parking is limited to the Valhalla Parking lot only.

a. Parking is not allowed off asphalt, on bike trails, in the circle drive in front of main building, or on the

one lane road that is considered a fire lane and must be kept clear at all times except for loading and unloading of items.

b. Groups are allowed 30 parking spaces. The remainder of the spaces will be used for staff and vendors.

c. For parties over 50 people shuttle transportation is required.

- 10. Smoking Vendors, staff and guests must follow the smoking policy.

  a. No smoking is allowed inside the building or on the deck areas. Smoking is only allowed in the designated smoking area on the lawn area and in the front of the building close to the road.
  b. Smoking materials may not be distributed to guests inside the building or out on the porch. IF THE FOREST SERVICE, CITY, COUNTY OR OTHER LOCAL JURISDICTION HAS ISSUED A FIRE RESTRICTION ORDER FOR OUR AREA, Smoking may be allowed within a designated area and all cigarette butts will be removed. Anyone found smoking within the Valhalla building or porch will resort in the immediate loss of the \$1000 refundable excessive cleaning/damage deposit.
- 11. **Rehearsals** Wedding rehearsals may be scheduled prior to the event at a cost of \$100 for one (1) hour and is based on availability. Minister, pastor and/or wedding planner must be present.
- 12. **Pets** No pets of any kind are allowed in Valhalla buildings. Service dogs are excluded. Proof of service animal licensing and certificate must be provided prior to the wedding. All service animals inside the building must be wearing their official service vest at all times. Dogs are permitted on leash only on the Grand Lawn.
- 13. **Vendor Policies** Due to the historic and sensitive nature of the Valhalla Grand Hall, vendors are required to sign off on our "Vendor Agreement Policy "required by The Royal Garden and the USFS to help protect and preserve this historic building. Once a vendor has signed off, they will be kept in our files for the season and are not required to sign off on every event they do with Valhalla. If your chosen vendor has not signed this policy please have them contact us prior to being booked by you. The renter is fully responsible for non-approved vendors regarding clean up, garbage removal, conduct and damage or excessive cleaning for The Royal Garden staff. Renter will be solely responsible and may be charged and/or lose all claim to refundable cleaning deposit. If any vendor that renter has chosen who was on the The Royal Garden list but violated the policies during the season, Renter will be notified and if chooses to continue with vendor will be considered a non-approved vendor. The Royal Garden and the USDFS is not responsible for any vendors, approved or not, for fulfilling contracts, obligations, refunds, or conduct. Please make sure to read each vendor contract carefully and that they have fulfilled the requirements to work at the Valhalla Grand Hall.
- 14. **Preferred Catering Vendors** Catering vendors on Valhalla's list have agreed to terms and conditions of protecting and preserving the historic site.

a. If client is using a catering company not on our preferred list, and does not agree to sign the "vendor policy" an <u>additional refundable</u> cleaning/damage deposit of \$1,000.00 will be required by the renter. The \$1,000.00 cleaning/damage deposit will be refunded within two weeks if the Hall passes inspection at the end of the event and is cleared by our The Royal Garden representative.

- 15. Deliveries and Pickup Unless client is using The Royal Garden approved rental vendors, all rental items and vendor equipment must be removed at the end of the event.
  a. The fire lane directly in front of the building may be used for loading and unloadingb. Keys must be left in vehicles at all times while in the loading zone in case of emergencies.
  c. Loading and unloading is restricted to 15 minutes.
- 16. **Noise Level** Amplified music must be maintained at a reasonable volume and is only allowed inside the building.

a. The Royal Garden staff or USFS are authorized to lower sound provided by Band or DJ if deemed too loud. By ordinance all music must stop by 10:00 pm.

### 17. Alcohol Consumption

a. Vendor's staff may not consume alcoholic beverages while on the property during an event.

b. Legal drinking age in the state of California is 21 years old.

c. Bar Staff and The Royal Garden staff is authorized to close the bar down if alcohol consumption becomes a dangerous situation and is the cause of damage to the property.

18. **Cleaning Procedures** – Due to previous bear problems in our area, cleaning up after each event is critical to protecting Valhalla from wildlife damage.

a. Vendors/Renters may use sinks to dispose of water-based organic liquids and food juices only (no oils). There are no garbage disposals. The facility's stove, oven, refrigerator and microwave may not be used.

b. All garbage must be removed from property. Bear proof garbage containers are available.

c. \*Caterers\* are required to wipe down / mop up all areas where food had been present.\*\*see vendor policy for complete closing procedures\*\*

19. **Decorations** – All Decorations must be approved by the The Royal Garden staff.

a. No tape (exception Shurtape), nails or staples can be used on building surfaces. Wire, Floral wire, non-stick tape are allowed. Hanging from cup hooks is mandatory. No tape of any kind is allowed on the wood floors.

b. Candles may only be used cautiously in the fireplace hearth area and table tops only. If using candles, dripless candles are mandatory, must be stationary and enclosed in non-flammable containers. Battery operated tea lights are recommended.

c. No rice, confetti, birdseed, potpourri, glitter or any substance of that nature. Bubble machines are permitted outside only. Rose petals may only be used for decorating purposes on tables only, and must be cleaned up entirely at the end of the event.

d. Rose or any flower petals may not be used on the floor even if a floor runner is used.

- 20. It is understood and agreed that should your group fail to adhere to all rules, policies and conform to the proper use of the building, The Royal Garden may, at its discretion, terminate this agreement and require the renting parties to vacate the building (during the event if necessary), forfeiting any and all fees and monies.
- 21. The Royal Garden is not held liability for events not being held due to uncontrollable circumstances or acts of God.
- 22. The Royal Garden is bound by the policy and rules enforce by the USDA Forest Service and maybe are subject to change at any time.

I/We have read and understood this agreement and the policies it contains. I understand that if I/We or any of the guests or vendors at the event does not comply with this agreement or the policies the event may be immediately terminated by The Royal Garden, in its sole discretion, and/or all deposits made retained by The Royal Garden. I understand and agree that, in addition, I/we will be responsible and liable to The Royal Garden for any costs exceeding the amount of the retained deposit.

Renter(s)

Date

The Royal Garden Signature