



San Joaquin River
Parkway and
Conservation Trust, Inc.

San Joaquin River Parkway and Conservation Trust, Inc.
Coke Hallowell Center for River Studies (River Center)

FACILITIES RENTAL AGREEMENT

Revised 8-27-2021 and subject to change.
PLEASE REVIEW CAREFULLY BEFORE SIGNING

EVENT STATUS

Due Date: _____

Confirmed

Cancelled

Postponed to: _____

GENERAL SCHEDULING INFORMATION

Date(s) of Event: _____

Time Rental Begins*: _____ Time Rental Ends*: _____ **(The rental time frame must include set-up and tear down/ clean up).**

Estimated Attendance (including service people): _____ (Not to exceed 250.)

Type of Event/Function: _____

PROFILE

Name: _____ Organization: _____

Address: _____ City: _____ State: _____ Zip: _____

Primary Phone: _____ Secondary Phone: _____

E-mail: _____ Coordinator: _____

----- OFFICE USE ONLY -----

USE OF PREMISES

- Barn & Grounds Grounds Only Riverview Ranch House RH Conf. Room HQ Conf. Room
Kitchen Kitchen

RENTER'S Initials

----- OFFICE USE ONLY -----

TRUST's Initials

VENUE DOCUMENTS (RENTER'S TO-DO LIST)

SECURITY INFO. (Min 4hrs./ \$30 Hr.)

REHEARSAL

_____	Signed Rental Agreement and Event Policies	No. of Guards:	<input type="checkbox"/> 1 Guard \$120+	<input type="checkbox"/> Ceremony 1 Hr. Free
_____	Certificate of Liability Insurance		<input type="checkbox"/> 2 Guards \$240+	<input type="checkbox"/> Dinner Fees May Apply
_____	Areas of Use Form	Time Frame:	_____	Date: _____
_____	Event Timeline	Total Hrs.	_____	Time Frame: _____
_____	Layout/ Set-up Diagram	Total Fees:	_____	Total Fees (if applicable): _____
_____	Vendors Info.	N/A	<input type="checkbox"/>	N/A <input type="checkbox"/>

----- OFFICE USE ONLY -----

RENTAL FEES	RENT. COST	AMOUNT PD & TYPE	PAID BY	DATE
Rental Fee				
Discount <i>(If applicable)</i>				
50% Rental Deposit				
Remaining Balance				
Additional Fees				
Damage/Cleaning Deposit: \$500				
Security Guard (s): \$30 per hr.				
Access to the R.H: \$150 first 3 hrs.				
Sub Total:				
Non-Contracted Add'l Hrs.				
Facility Use				
Security Guard (s)				
Rehearsal Dinner				
Refund	<input type="checkbox"/> Yes <input type="checkbox"/> No			
	Total:			

RENTER's Initials

----- OFFICE USE ONLY -----

ADDT'L PAYMENT LOG	RENT. COST	AMOUNT PD & TYPE	PAID BY	DATE
Remaining Balance				
Additional Fees				
Cleaning Deposit				
Security Guard (s)				
Access to the R.H				
Cleaning Deposit				

This agreement ("Rental Agreement") is made by and between the SAN JOAQUIN RIVER PARKWAY AND CONSERVATION TRUST, INC. ("TRUST"), a California public benefit corporation, whose address is 11605 Old Friant Road, Fresno, California, 93730, and [REDACTED] ("RENTER"). The TRUST contracts with the RENTER on the terms and conditions set forth in this Rental Agreement the designated portions and common areas of the River Center indicated on page 1 hereof located at 11605 Old Friant Road, Fresno, California, 93730, collectively referred to as "the Premises." The first two pages of this Rental Agreement are incorporated herein and made a part hereof.

FEES AND DEPOSITS

- 1) Rental fees are estimated at the time the Rental Agreement is signed. RENTER shall be charged for, and agrees to pay for, all time, services, and costs incurred.
- 2) A deposit of fifty percent (50%) of the total rental fee (excluding additional fees) must be paid upon signing the rental and policy agreements to reserve a date at the River Center.
- 3) If the rental date is scheduled less than thirty (30) days away, all balances are due upon completion of this Rental Agreement.
- 4) The remainder of the rental fee, a damage/cleaning deposit of five hundred (\$500), and security fees, must be paid thirty (30) days prior to the event. See paragraph 10.
- 5) If the agreed rental time frame is exceeded, additional security guards and facility use time will be charged or deducted from RENTER's cleaning deposit and/or billed at \$250/hr. Barn & Grounds, \$150/hr. Grounds Only, \$50/hr. Conference Room rentals, and \$30/hr. Per Guard.
- 6) Pricing, terms, and conditions are subject to change at any time without notice prior to acceptance. Should RENTER decide to add components to this Rental Agreement later, any increases in the above prices will be applied.
- 7) In the event of accidental damage does occur, RENTER agrees to report it immediately to the TRUST so arrangements can be made for quick restitution. RENTER further agrees, if damages exceed the amount of the damage/ cleaning deposit, RENTER will be responsible for the cost, in full, of any repair, cleaning, or replacement required by the TRUST. If such cost is not paid after ten (10) days' notice by Trust to Renter, such unpaid portion shall accrue interest at the rate of seven percent (7%) annually accruing from the date of the notice.

RENTER's Initials

PAYMENTS, AND CANCELLATION

- 8) Acceptable forms of payment include credit card, personal check, or cash. Personal checks shall be made payable to "San Joaquin River Parkway and Conservation Trust, Inc." at 11605 Old Friant Rd, Fresno, CA 93730. Any personal check for insufficient funds is subject to a \$25.00 returned check fee. Except for the Rental Fee and Additional Fees listed on page 2 hereof as Sub Total, any amount owed by RENTER to TRUST under this Rental Agreement not paid within ten (10) business days from invoice to RENTER shall accrue interest at the rate of ten percent (10%) per annum.
- 9) If a rental agreement is canceled more than nine (9) months prior to the event date, half of the deposit will be refunded. The deposit is non-refundable within nine (9) months or less prior to the scheduled event. Any cancellation by the RENTER must be received in writing. See paragraph 11.

DATE CHANGES

- a) **Special Events:** The deposit paid only guarantees availability for the date originally booked. It is not transferable to another date.
 - b) **Conference Room Rentals:** Date and time changes are not guaranteed. Reservations should be done well in advance. The River Center's gives RENTER the freedom to book or make changes to selected reservations within one week prior to your reservation, without being charged change fees. Accommodation is granted upon the approval of the Executive Director and availability of the premises. This excludes adjusting the number of hours originally booked, canceling your reservation, and requesting a full refund of the rental price.
- 10) If the deposit and/or rental fees are not paid by the due dates, this Rental Agreement shall automatically be canceled, and any deposit made shall be non-refundable after that date. TRUST further retains the right to cancel this Rental Agreement with written notice at any time for the following reasons: verbal threats, physical violence or actual violence to any TRUST employee or subcontractor by renter's employees or subcontractors, threats of damage or actual damage to TRUST facilities by renter's employees or subcontractors, damage or theft of TRUST property by renter's employees or subcontractors all in TRUST's sole discretion. Besides, TRUST retains the right to cancel this Rental Agreement for failure to abide by the terms and conditions of this Rental Agreement. See paragraphs 46-50. Cancellation by TRUST for any of the above-mentioned reasons will result in the loss of the entire rental amount.

RENTER's Initials

REFUNDS

- 11) Any damage/cleaning deposit refunds are credited to the original form of payment used, except for deposits made with cash, which will be credited back in the form of a check. The balance of the damage/ cleaning deposit will be refunded within thirty (30) days after the event provided that the terms of the Rental Agreement and "**Facilities Clean-Up Checklist**" have been followed. Refunds may take up to 5 business days to post to RENTER'S credit card and/or to be mailed out. See paragraph 9.

ADDITIONAL SERVICES

- 12) The TRUST does not provide any additional services.
- a) **Special Events:** Security services will be provided by the River Center security contractor. See paragraph 27 and "*River Center Rental Event Policies*." RENTER is responsible for providing linens, tables, chairs, catering, DJ, additional lighting, and/ or any other service at RENTER'S expense.
 - b) **Conference Room Rentals:** Conference rooms are equipped with wi-fi and a projection screen. Any Audio/Visual (A/V) equipment, laptops, adapters, overhead projectors, VCRs, DVD players, flip charts, easels, coffee maker, and dry erase boards are RENTER's responsibility.

USE OF PREMISES

- 13) The premises are a restored 1890s Ranch House and grounds that has undergone extensive restoration, renovation, and upgrading of facilities. The RENTER recognizes that, as such, the facility is accepted "as is" and "with all faults."
- 14) "The Premises" available for rental include the Barn and Grounds as a package, Grounds only, Riverview Ranch House, Ranch House Conference Room, or Headquarters Conference Room -- all of which are subject to availability. All rentals must be considered a shared space in the event multiple events are occurring. Portions being rented are marked and acknowledged/ initialed on page 1.
- 15) The electrical capacity of equipment used should not exceed the standard circuit breaker (110V).
- 16) The TRUST reserves the right to deem an event inappropriate for the Premises based upon projected size, special requirements, or type of event and according to paragraph 10.
- 17) FOR OUTDOOR (GROUNDS ONLY) RENTALS, IN THE EVENT OF INCLEMENT WEATHER, ALL RISK OF THE SAME IS RENTER'S. IF THE BARN IS AVAILABLE, AND REQUESTED, AS AN ALTERNATE SITE, AN ADDITIONAL RENTAL FEE OF \$600 first three (3) hours WILL BE DUE.
- 18) Planned activities must be arranged in advance and have prior TRUST approval. Due to the historic nature of the facilities, a representative of the RENTER is required to tour the site with a representative from TRUST prior to the event to coordinate specific arrangements.
- a) **Wedding Rehearsal:** RENTER agrees to schedule three (3) months in advance a one-hour ceremony rehearsal at no extra charge. Rehearsal times must be approved by TRUST to avoid interference with any other events that may be previously scheduled and are subject to change at any time.
 - b) A more elaborate wedding rehearsal/dinner (including food, beverages, music, or alcohol) will be treated as a separate rental event. Additional rental fees will apply.

- 19) RENTER shall use the Premises for the purpose of the described event and for uses normally associated with such use, and for no other purpose unless previously authorized by TRUST in WRITING.

- 20) RENTER agrees to comply with all laws, ordinances, rules, regulations, guidelines, and policies applicable to the Premises and further agrees to comply with the direction of TRUST's site manager or designee.

- 21) If any portion of the Premises or fixtures or equipment or facilities are damaged or destroyed by RENTER, its agents or invitees, or if such damage is incurred in relation to RENTER's use of the Premises, the damage shall be repaired, replaced, or restored at TRUST's direction. RENTER shall be solely responsible for the full cost and expense of such repairs, replacement, or restoration. See paragraph 7.

- 22) TRUST reserves the right to rope off/close areas on the Premises, as necessary to protect public health or sensitive natural resources.

- 23) All entrances and exits are to be kept clear and unobstructed.

RENTER'S Initials

INSURANCE

- 24) TRUST insurance coverage for the leased Premises does not include coverage for RENTER's personal property. RENTER shall be responsible for insuring his/her own personal property and may elect, at RENTER's sole cost, to obtain insurance for this purpose. TRUST is not responsible for theft, loss, damage, or destruction of RENTER's personal property or the personal property of RENTER's guests, employees, or agents.

- 25) TRUST is not responsible for loss, injury, or damage to persons or property.

- 26) **At least thirty (30) days prior to the first use of the Premises** by RENTER, RENTER shall obtain a One Million Dollar (\$1,000,000) general liability insurance for the event and provide the TRUST with a certificate of insurance naming the TRUST (**San Joaquin River Parkway and Conservation Trust, Inc.**) as an additional insured on such coverage in a form acceptable to the TRUST, or the event may be cancelled by the Trust with the deposit and any payment forfeited to the TRUST. If RENTER is serving alcohol, **at least thirty (30) days prior to the first use of the Premises** by RENTER, RENTER shall also provide proof to the TRUST by an endorsement that liquor liability coverage had been added to the general liability policy in a form acceptable to TRUST, or the event may be cancelled by the TRUST with the deposit and any payment forfeited to the TRUST. See paragraph 36-42.

SECURITY

- 27) All events that end after dark and/or serving alcohol will be required to have security personnel present. All security costs are the responsibility of the RENTER. RENTER further agrees to abide by and comply with directions and instructions issued by uniformed security officers. See "*River Center Rental Event Policies.*"
- 28) At all events, the TRUST will appoint a representative to oversee the event, open and close buildings. Representative will be available during the event for questions or to respond to your needs or issues that may arise. The TRUST Representative will check in periodically with the responsible parties but is not to serve as an event planner or coordinator before, during, or after an event. RENTER agrees that TRUST staff may enter and exit the premises during the event.

SMOKE-FREE FACILITY

- 29) The River Center is a smoke-free zone. The use of any tobacco products is strictly prohibited anywhere on the premises (including the grassy areas and parking lot).

CLEANING, TRASH, AND EQUIPMENT REMOVAL

- 30) RENTER shall use and maintain the Premises in a clean, orderly, and safe manner. RENTER shall promptly surrender the Premises in good condition at the conclusion of the rental time frame. RENTER shall leave the Premises in the same condition in which it was provided and acknowledges the Premises were in good condition prior to RENTER's occupancy. Please see the attached "**Facilities Clean-Up Checklist.**" Page 10.
- 31) RENTER or their designated team must collect, bag, properly sort and dispose of all trash in designated disposal containers. Including trash on the grounds, parking lot, sidewalks, and lawns must also be cleaned up and placed in the designated dumpsters. Trash enclosure is located between the picnic area and Carriage House.
- 32) Storage is not available. All decorations, tables, chairs, and all other property of RENTER or their representatives or independent contractors must be removed by the conclusion of the event. It is not the responsibility of the TRUST to ensure that pick-ups or deliveries are scheduled, executed, and/or removed from the venue by rental companies hired by the RENTER. **Additional fees will be applied in full hourly increasement for any items left overnight or beyond normal contracted hours.**

RENTER's Initials

DECORATION AND ALTERATIONS

- 33) Decorations: RENTER, his/her employees, guests, representatives and/or independent contractors, agree to the following: no staples, nails, tacks, screws, wires, tape, or any other type of attachment device shall be used to attach decorations, furnishings, or carpet or any other floor covering to the exterior or interior of the Premises. User further agrees:
- Under no circumstances are open flames of any kind permitted on the Premises with the exceptions of warming of chaffing dishes for meal only.
 - No items may be hung from or attached to lighting fixtures or sprinkler systems. The use of ladders is at RENTER's own risk.
 - No birdseed, rice, confetti, glitter, or fabric petals may be thrown on the Premises. Natural flower petals are acceptable.
 - RENTER may not bring or use plants or flowers at the River Center that have the potential to introduce non-native and/or invasive species to the site. (For example, pampas grass).
 - Strobe lights, spray paint, liquid paint, burning objects, helium or latex balloons, and streamers are prohibited.
- 34) The TRUST reserves the right of final approval for all decorations brought into the facility. Any items that may create an unsafe environment will not be allowed (pyrotechnics/fireworks, including sparklers, stakes, and sharp objects). In no manner will RENTER permit any employee, guest, or contracted party to deface, damage, or otherwise injure TRUST property or its facilities.
- 35) It is the responsibility of the RENTER to dispose of all decorations, natural flower petals, and/or floral arrangements prior to the end of the event.

RENTER's Initials

FOOD AND BEVERAGES

- 36) RENTER may serve food and/or alcoholic beverages to guests following all local, state, and federal laws and regulations. No open bottles, glass, or cans may leave the Premises.
- 37) TRUST allows RENTER to choose their own alcohol service for private consumption and the liability becomes the responsibility of the RENTER. If RENTER decide to self-serve, we allow wine, beer and champagne. The use or possession of hard liquor is prohibited unless you hire a licensed bartender or caterer. RENTER is required to have a sober bartender at all times behind the bar. If at any time the bar is unattended, this could result in the event being shut down immediately and all deposits forfeited.
- 38) RENTER is responsible for collecting Bartender's training certification from the bartending/catering service and provide it to TRUST.
- 39) If selling tickets to an event at which alcohol will be provided or sold, RENTER is required to obtain a Daily License from the California Department of Alcoholic Beverage Control (ABC license) in addition to a Certificate of Additional Insured or Event Insurance.
- 40) All alcohol must stop being served one (1) hour before the end of the contracted time, and prior to event cleanup time. No exceptions.
- 41) Alcohol must be served and consumed only within the perimeter of the event. Alcohol is not permitted to leave the designated area or facility, under any circumstances.
- 42) Serving alcohol without proper approval and permits, and/or in violation of any of the above policies and procedures will result in one or more of the following: a citation, immediate shut down of the event, forfeiture of deposit, and/or additional fees and penalties.
- 43)
- a) **Special events:** No food and beverage may be brought into Riverview Ranch House except in accordance with 36-43.
 - b) **Conference Room Rental:** Food and beverages shall only be prepared, served, and consumed under the following conditions:
 - i. Riverview House Conference Room: Food and beverages may be served from the House conference room table or porches. Food and beverages shall not be carried or transported into other areas of the house.
 - ii. Headquarters Conference Room: Food and beverage may be brought into the facility only with proper and advance notification.
 - iii. The arrangements for food delivery are solely the responsibility of the RENTER. In addition, it is the RENTER's responsibility to handle set up and clean-up of the room. See paragraph 31.
- 44) The River Center has no facilities for food preparation.

PHOTOGRAPHY AND COPYRIGHT

- 45) I hereby grant full permission to the River Parkway Trust or agents authorized by it to use any photographs, video tapes, motion pictures, recording or any other record of the rental event for any legitimate purpose. Further, I hereby waive any right I may have to inspect or approve the finished product.

RENTER's Initials

INDEMNIFICATION

- 46) RENTER agrees to protect, indemnify, defend (with counsel of TRUST'S choice) and save TRUST, its officers, agents, employees, volunteers, and contractors harmless from and against any and all liability and cost related to third parties resulting from or related to RENTER's occupying and the use of any Premises, specifically including, without limitation, any claim, fee, cost, liability, loss or damage arising by reason of:
- 47) The death or injury of any person or persons, including RENTER or any person who is a guest, an employee or agent of RENTER, or by reason of the damage to or destruction of any property, including property owned by RENTER or any person who is a guest, an employee or agent of RENTER, and caused or allegedly caused by either the condition of the Premises, exposure to a communicable disease, including, but not limited to, COVID-19 or other medical condition, or some act or omission of RENTER or of some guest, agent, contractor, employee, servant, or concessionaire of RENTER on the Premises.
- 48) Any work performed on the Premises or materials furnished to the Premises at the instance or request of RENTER or any guest, agent, or employee of RENTER; and
- 49) RENTER's failure to perform any provision of this lease or to comply with any requirement of law or any requirement imposed on TRUST or the leased Premises by any duly authorized governmental agency or political subdivision.
- 50) Such indemnification shall include reasonable costs of defense, enforcement, judgments, settlements, attorney's fees, and such other costs as may be fixed by the court.

NON-DISCRIMINATION POLICY

51) The TRUST values the diversity of its guests and is committed to providing an equal opportunity in all aspects of services to all RENTERS without regard to race, color, gender, religion, age, national origin, citizenship status, military service or reserve or veteran status, sexual orientation or disability.

MISCELLANEOUS

52) To the extent that the performance of any of the provisions of this Rental Agreement on the part of TRUST shall be prevented by act of God, the acts or regulations of public authorities, or labor unions, labor difficulties, strikes, civil tumult, war, epidemic, or any other cause beyond its control, TRUST will be relieved of its obligations to the extent the TRUST, in its discretion, deems it cannot perform; and further, upon such event, the TRUST shall not be obligated for any expenses incurred by the RENTER in preparation of the rental, including but not limited to, any and all expenses incurred for promotion, artist fees, or preparation costs, if any, as incurred. In the event of a partial performance by the TRUST where the TRUST considers its performance sufficient for the event in its discretion, RENTER shall accommodate such revised performance by the TRUST.

53) This Rental Agreement may be amended only by written agreement signed by both parties.

54) This Rental Agreement shall be construed and enforced pursuant to the laws of the State of California. Fresno County shall be the venue for any legal proceedings.

55) The waiver by TRUST of any breach by RENTER of any of the provisions of this Rental Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach by RENTER either of the same or of another provision of this Rental Agreement. TRUST's acceptance of fees following a breach by RENTER of any provision of this Rental Agreement, with or without TRUST's knowledge of the breach, will not be deemed to be a waiver of TRUST's right to enforce any provision of this Rental Agreement.

56) This Rental Agreement shall be interpreted as if drafted by both parties hereto.

The person signing this Rental Agreement declares that he/she has the authority to bind RENTER. In the event that the signatory lacks such a duly granted authority, said undersigned signatory personally assumes all liability for fees, costs, and damages.

This Rental Agreement is dated _____, **20**_____.
Month/Date Year

The parties hereto agree to the terms of this Rental Agreement by the below signing of this Rental Agreement.

RENTER

**San Joaquin River Parkway and Conservation Trust, Inc.,
a California public benefit corporation.**

Signature of RENTER

Signature

Print Name

Title

Title, if applicable

Date

Date