RENTAL AGREEMENT SAMPLE

This agreement is made this 1st day of January, 2018 by and between Jane Smith and Tom Brown, Users, and the Camron-Stanford House Preservation Association (CSHPA), Owner. Users desire to rent space at the Camron-Stanford House Museum, 1418 Lakeside Drive, Oakland, CA 94612 for the purposes of a wedding and reception on Saturday, July 1, 2018, to be attended by a maximum of 200 people. The event, which includes all set-up and clean-up time, will last from 3:00 p.m. to 11:00 p.m. The caterer for this event shall be Great Catering.

Cleanup pursuant to Item 19 of the attached Use Restrictions shall be the responsibility of Great Catering.

A rehearsal for this event will take place on Friday, June 30, 2018 from 2:30 to 4:30 pm. There is no additional cost for this.

The total rental fee and damage deposit for your event is $5,000. Your charge includes $5,000 for 8 hours, and you receive a credit of $1,000 for your booking deposit leaving a balance due of $4,000. One half of this amount or $2,000.00 shall be due at the time this agreement is signed. The balance of $2,000.00 shall be due no later than May 1, 2019 (60 days prior to your wedding). You will forfeit all monies paid to CSHPA if you cancel your event after January 1, 2019 unless CSHPA is able to book a new event for the date you reserved. It is highly unlikely that CSHPA will be able to rebook a date with less than six (6) months notice.

User agrees to provide proof of liability insurance coverage in the amount of $1,000,000.00 per occurrence for the date of the event that names CSHPA as an additional insured. The $500 cleaning and damage deposit, less any applicable overtime charges, will be returned, if the condition of the Camron-Stanford House upon completion of the event meets with the approval of the Event Coordinator.

Additional hours of use for the event may be added up to one (1) week before the event date at regular rates and shall be covered by an addendum to this agreement. Additional hours of use requested on the day of the event shall be charged at the overtime rate of $400 per hour and shall be deducted from the cleaning and damage deposit and/or billed to the User.

User hereby acknowledges receipt of Use Restrictions for Rental Events which is attached hereto and incorporated herein by reference and agrees that all guests, agents, and employees will be bound by the rules contained therein. User agrees to be responsible for all damage caused by guests, agents, or employees, and will pay the costs of repair and/or restoration as determined by the CSHPA, or its Event Coordinator.
<table>
<thead>
<tr>
<th>User Name</th>
<th>Date</th>
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<tbody>
<tr>
<td>Jane Smith</td>
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<td>Tom Brown</td>
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CSHPA

Camron-Stanford House Preservation Association
1418 Lakeside Drive, Oakland, CA  94612
510-874-7802
aswift@cshouse.org
Use Restrictions for Rental Events

1. User signing the Rental Agreement must be at least 21 years of age and responsible for the financial obligations of the contract.

2. User must provide damage and liability insurance coverage for the day of the event.

3. Caterer selected by User must visit Camron-Stanford House and sign an acknowledgement of Use Restrictions and Clean-Up requirements no later than 30 days prior to the event. It shall be User’s obligation to instruct the caterer to provide all necessary personnel, food, drinks, linens, paper goods, coat racks, tableware, flowers, and extra furnishings for the event except as provided by the User.

4. The Rental Agreement with User shall set forth the hours of use for the event. The event is considered to begin at the time listed on the contract and no personnel or businesses hired by the Users shall be admitted prior to that time. The event must end by the time stipulated in the agreement including all clean-up, rental loading, etc. Excess time will be deducted from the cleaning/damage deposit at the rate of $400 per hour.

5. The capacity of the Camron-Stanford House shall be determined by the Oakland Fire Marshall.

6. The Rental Agreement with User includes the House, Veranda and Garden unless otherwise indicated in the agreement. Access to the private offices on the top floor of the House is strictly prohibited.

7. Use of the Museum Period Rooms requires the services of a trained docent for educational and security purposes and rental is conditioned on the availability of a docent for the event. Furnishings in the Museum Period Rooms may not be touched, moved, or handled in any way by the User or the Users guests, agents or employees. Food and drink are not allowed in the Museum Period Rooms.

8. No decorations may be hung or applied to the walls, fixtures, or furnishings inside the House. Tape, cellophane adhesives, nails, screws, staples, tacks, and the like are prohibited inside and outside of the House. String, twist ties or ribbons may be used to attach decorations to the outside of the House. All decorations must be removed at the conclusion of the event. Decorations must not block, cover, or obstruct any exit at any time before, during or after the event.

9. Building exits may not be covered or obstructed in any way.

10. Electrical cords must not cause tripping or fire hazards. For proper installation, consult the Event Coordinator.
11. **No water-filled vases are allowed inside the House.** As an alternative, it is suggested that flowers be placed in a well-saturated oasis. Non-porous materials must be placed under all plants and vases, and all surfaces must be protected from marks and scratches. **The User is liable for water damage stemming from improper use of fresh flower or plant decorations.**

12. **No open flames of any kind are permitted** inside the Camron-Stanford House or on its veranda, including candles, chafing dishes, or any type of food warming apparatus.

13. **Smoking is not permitted** at any time, anywhere in, on, or around the premises or the garden areas. This regulation is strictly enforced. User is responsible for notifying all guests, caterers and employees of this regulation in advance of the event. **Evidence of smoking anywhere on the premises or in the garden areas will be cause for immediate forfeiture of the cleaning deposit.** The Event Coordinator may require violators of the no-smoking policy to leave the event.

14. **Sound equipment and amplifiers are allowed only on the veranda** or in the rear garden and must be in compliance with the City of Oakland's noise ordinances.

15. **Dancing is permitted only on a portable dance floor on the decomposed granite in the garden.** Dancing is not permitted inside the House or on the veranda. A portable dance floor must be provided by User or Caterer.

16. **CSHPA shall provide 18 parking spaces** for events and User shall provide a list of authorized persons who may use the spaces during the event.

17. To preserve the lawn, garden and restored hardwood floors, guests are requested to wear low heeled shoes.

18. **Rice and confetti are strictly prohibited inside and outside the House.** Flower petals may be substituted for these traditional materials. All such material must be removed at the conclusion of the event.

19. At the conclusion of the event, the **User and the Caterer will leave the house in the condition in which it was provided.** All trash will be picked up and removed to the dumpster in the parking lot on the north side of the building. All table coverings, decorations, leftover food, equipment, extra furnishings, and kitchenware provided by Users, Caterers, or rented from outside sources are to be removed. Rented areas will be swept, mopped and/or vacuumed, as required. All furnishings belonging to the Camron-Stanford House will be returned to appropriate storage areas. Any spills will be cleaned up, and all kitchen surfaces will be washed. **Failure to clean the house as stated above and/or any damage or breakage incurred will cause forfeiture of the cleaning deposit,** and the User will be responsible for all repair and/or restoration costs and loss of value.

20. Any items or goods left after the event become property of the Camron-Stanford House if no arrangements have been made for their disposal or retrieval seven days (1 week) of the event date.
21. Music must end, bar close and clean-up begin by 9:30 pm and be completed and premises vacated no later 11:00 p.m.

22. The cleaning deposit will be returned two to four (2-4) weeks after the date of the event provided User has complied with all Use Restrictions and no damage has occurred. User is liable for all damage caused by guests, agents, and employees, and will be charged for the cost of repairs or restoration of any damaged items, plus the decreases in value due to the damage. **Overtime charges incurred on the day of the event in the amount of $400/hour shall be deducted from the cleaning deposit.**

23. Event Coordinator will be on site during all special events and shall open and close the facility. The Event Coordinator shall have authority to make decisions regarding safety, noise, and all uses of the property, including the right to close off and secure any or all portions of the house and to terminate the event. Decisions of the Event Coordinator shall be final.

*In accordance with the lease between CSHPA and the City of Oakland, all events of political nature are prohibited. Special City or State permits, fees, taxes, and licenses may be required. If the purpose of the User's event is to raise funds for charitable, patriotic, or philanthropic purposes, a City of Oakland ordinance requires a permit from the Commission of Public Charities located at City Hall. The permit must be in place three weeks prior to the scheduled event. The sale of liquor or any alcoholic beverage requires a State of California Permit or Licenses. Permits may be obtained at the Alcoholic Beverage Control Department, 1111 Jackson Street in downtown Oakland.*