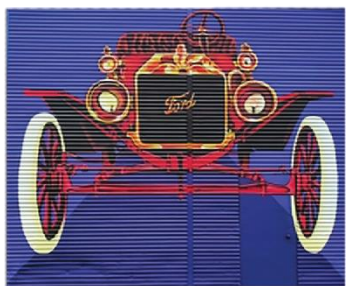


CALIFORNIA AUTOMOBILE MUSEUM



SACRAMENTO, CA

Rental Agreement **For the** **California Automobile Museum**

The mission of the California Automobile Museum is to preserve, exhibit, and teach the story of the automobile and its influence on our lives. The California Automobile Museum is a 501(c)(3) nonprofit.

Please READ and INITIAL the attached contract information regarding our rental policy, rental charges and all regulations.

PLEASE BE AWARE — The Museum can **NOT** alter any exhibition, displays, or activities in any Museum Gallery for the purpose of an event. Food and drinks are only allowed in the Main Event Hall, Conference Room, and Community Center. The lobby is not available for rent during Museum operating hours. No set-up of tables or decorations is allowed in the Museum gallery during Museum operating hours.

We are unable to confirm a rental without a completed, and executed, rental contract and deposit.

(Distribution of alcohol beverages on museum premises must be served in accordance with state and city laws and will require a permit)

Rental Information and Contract

Name of Organization (renter): _____

Contact Person: _____

Mailing Address: _____

Phone Number: _____ Email Address: _____

Date of Event: _____

Event Set-up Time: _____

Type of Event: _____

Event Start Time: _____

Number of Guests: _____

Event End Time: _____

Nonprofit Fundraiser: Yes No

Bartender: _____

Is alcohol being served: Yes No

Caterer: _____

Notes:

Package Options

Standard Package

Monday - Thursday \$1950 _____

Friday \$2700 _____ **Sunday \$2500** _____ **Saturday \$3000** _____

Includes: Main Event Hall, tables and chairs for 200 guests, Set up/breakdown and cleaning fee, early access of event space, use of integrated AV, prep kitchen and rolling pine bar, free parking for up to 140 cars, and free access to the museum exhibits and collections for guests. Add-ons available below.

Conference Room Package

Monday - Sunday \$800 _____

Includes Education Center, tables and chairs, set up/breakdown and cleaning fee, early access of event space, use of integrated AV, use of prep kitchen

Museum Café

Monday – Sunday \$400 _____

Includes tables and chairs to accommodate up to 30 people

Package Add-ons:

Conference Room \$500 _____

Museum Café \$250* _____

Grand Entrance \$150 _____

Cars on the Floor \$150 _____

Additional Amenities:

Back parking lot \$500 _____

Parking Lot Only \$ _____ (price varies)

Vic's Ice Cream Shop \$500 _____

Additional Guests: per each increment of 50 Guests \$100 _____

Security: #Guard _____ X _____ Hrs = _____ (PRICE VARIES)

Total: _____

Deposit Paid: _____ (minimum \$500 at signing)

Balance Due: _____

A \$500 Refundable Security Deposit is required for all events.

The remaining balance, certificate of liability insurance and the layout of tables and chairs are due 10 business days prior to the event.

Type of Events:

All events must be approved by the Museum prior to booking. The Museum houses a valuable collection of cars that are either owned by the Museum, or on loan from private owners. **Because of the need to protect our collection of cars, the Museum reserves the right, at its sole discretion, to cancel an event at any time with the return of the security deposit.** _____ (Initial)

Facility Use Non-Refundable Deposit:

A non-refundable deposit in the amount of \$500 with the fully signed contract secures the Renter's event date. The nonrefundable deposit will be put towards the balance of the Event Facility Use Agreement. Final balance of the contract is due **NO LATER** than ten (10) business days prior to the event date. _____ (Initial)

Museum Use:

The Renter understands that the Museum is a warehouse facility with climate issues. Summers can be very warm, and winters can be very cold. Museum staff will do everything possible within the limits of available Museum equipment to ensure a comfortable experience. However, the Museum does not refund for weather-related issues. _____ (Initial)

Hours of Use:

Set-up times must be arranged with the Event Manager. All evening events must be concluded by 11:00 p.m. and cleaned up by Midnight. If the Museum is occupied past midnight, **there will be a \$500 charge per hour or fraction thereof until the Museum is cleaned and vacated.** _____ (Initial)

Cleaning:

Event clean-up is the responsibility of the Renter and includes the removal of trash, food, any rental items, and/or decorations from tables, floor, stage, kitchen, and all other parts of the Museum used by the Renter. The rental space should be left in the same manner as when the Renter arrived for the event. The Museum will be responsible for the cleaning and removal of tables and chairs, and cleaning of the floor. In the event that the facilities are left in unsatisfactory conditions, a \$500 cleaning fee will be billed to the person/organization responsible for the rental. _____ (Initial)

Catering:

Use of caterers from the Museum's list of preferred and licensed vendors is encouraged, but not required. Caterer information must be provided to the Museum at least five (5) business days before the event. Renter and/or caterer are fully responsible for their own set-up before the event and all break-down at the conclusion of the event, including cleaning of the Catering Preparation Area (kitchen). **There is no cooking allowed inside the Museum.** Museum takes NO RESPONSIBILITY for any liabilities from food served at the Renter's event. _____ (Initial)

Smoking / Tobacco Use:

Smoking, vaping, dip and chew is prohibited throughout the Museum including all rental areas. _____
(Initial)

Alcoholic Beverages:

If Renter plans to serve alcohol at the event, the Museum must approve all plans and circumstances under which it is served. The approval is to ensure the Renter will comply with the character and mission of the Museum. Beverage/Bar service must be provided by a LICENSED BEVERAGE SERVICE unless other arrangements have been made with Museum. Use of beverage caterers from the Museum's list of professional and licensed preferred vendors is encouraged. Beverage caterer information must be provided to the Museum no fewer than five (5) business days before the event. **SALE OF ANY ALCOHOLIC BEVERAGE IS EXPRESSLY FORBIDDEN UNLESS RENTER MAKES ARRANGEMENT TO OPERATE ON A CATERER'S PERMIT OR ON A ONE-DAY LICENSE FOR NONPROFIT ORGANIZATIONS.** "SALE" is defined by the direct charge for any alcoholic beverages or the indirect charge by door charge, set-up charge, or other method of charge forbidden by the laws of the State of California without a permit issued by the State of California. The alcohol permit must be prominently displayed during the event. Proof of Liquor Liability is REQUIRED if liquor is sold or an event admission is charged (see "Insurance" section).

(Distribution of alcohol beverages on museum premises must be served in accordance with state and city laws and will require a permit. ALL EVENTS MUST HAVE 1 DAY LIQUOR LICENSE AND CERTIFIED BARTENDER)

The Museum takes **NO RESPONSIBILITY** for any liabilities from alcohol served at Renter's event. Renter and/or Renter's representatives take full responsibility for any and all damages due to alcohol use and/or consumption. Renter specifically agrees to take whatever steps may be necessary to ensure that alcoholic beverages are not served to minors at the event. If someone is suspected of underage drinking, the Museum reserves the right to close down the bar. Alcohol is not allowed outside of the Museum including the parking lot. _____ (Initial)

Weapons Prohibited:

Firearms and other deadly weapons are not permitted at the Museum in any capacity except for authorized firearms carried by active law enforcement personnel. If weapons are discovered, the Museum may, in its sole discretion, bring the event to an end. _____ (Initial)

Rehearsal/After Hours Appointments:

All rehearsals must take place during normal Museum hours or an additional fee of \$150 per hour will be required. Rehearsal times are subject to change based on bookings of other events. After hours appointments are available for \$150/hour. Please contact the Event Manager for a rehearsal reservation. _____ (Initial)

Furniture:

Museum has a limited number of tables and chairs available and included as part of the facility use fee. Any additional rental of furniture, linens, dishes, glassware, utensils, pipe and drape, etc. must be provided by Renter or caterer. The Renter or caterer/ vendor is responsible for set-up and tear-down of all rental furniture and equipment. All Museum furniture and/or equipment must be returned to the place it was found, with the exceptions of tables and chairs. If extra set up is required during the event a fee will be charged. **Changes...after set-up plan and Drop off and pick up of ANY rental items must be arranged with the Event Manager. _____ (Initial)

Decorations:

Plans for décor are subject to the Museum's prior approval. NO GLITTER, FOG, BUBBLE MACHINES, DRY ICE, RICE OR CONFETTI ARE PERMITTED IN THE MUSEUM. Nor is any other product that may damage the paint on the cars and interiors. NO PYROTECHNICS ARE ALLOWED. No open flames are permitted with the exception of tea lights, votives or pillars completely contained in glass. Sternos may be used and maintained ONLY by a licensed caterer. Helium-filled balloons must be tethered at all times. Renter may decorate prior to event during regular Museum hours by arrangement with Event Manager. Any décor supplied from an outside source must be removed from the party area by the Renter immediately following the contracted event end-time. One hour is allotted for clean-up _____ (Initial)

Music/Sound:

The selection of background music and musical entertainment for the event is subject to the Museum's prior approval. The Museum reserves the right and sole discretion to monitor music and/or sound system volumes during events and adjust volumes accordingly. Volume during regular Museum hours must be kept to a reasonable level. Failure to adjust volumes accordingly to requests by the Museum's representative will result in a breach of agreement on the part of the Renter. All music must be stopped no later than 11:00 p.m. _____ (Initial)

Insurance:

The Museum requires Renter to provide a *Certificate of Liability Insurance* in the amount of \$2,000,000 naming California Automobile Museum as additionally insured. Proof of Liquor Liability is additionally required if liquor is being sold or Renter charges an admission fee for entry into the event. Insurance may be provided through a homeowner's, business, or organization insurance policy through independent insurance services. **Insurance certificate and/or Proof of Liquor Liability must be provided to Museum no later than ten (10) business days prior to the event.** _____ (Initial)

Liability:

Renter agrees to assume full responsibility for the proper conduct of all guests, employees, and/or agents of this event. Museum staff and/or event security reserve the right to remove any persons from the premises determined by the Museum staff in its sole discretion to be disruptive. Renter shall be solely responsible for any damage to property or theft of property caused by Renter, its agents, contractors, employees, invitees, licenses, visitors or any third party entering the Museum as a result of this event. **Children in the Museum MUST be accompanied by a supervising adult.**

Renter assumes full responsibility for any injury, theft, loss, and/or damage to its guests, their property, their agents, to the California Automobile Museum, its property, artifacts, exhibits, vehicles, or furniture, or any third person. The Museum and/or California Vehicle Foundation assume no responsibility for any injury, loss, or damage from the event. Renter agrees to indemnify and hold harmless the Museum and/or California Vehicle Foundation, its staff, volunteers, and representatives from any and all liability, loss, cost, or obligation on account of or arising out of any such injury or loss, however occurring. Such hold harmless shall include reasonable attorney's fees and costs to be paid by Renter. Any and all legal liabilities will be settled in accordance with the statutes and laws of the State of California and the City and County of Sacramento. Any lost items will be held for two weeks from the date of the event, after that time items will be forfeited. _____ (Initial)

Security:

Museum volunteers will be on hand during the event to provide interpretation of Museum property only. Security is mandatory for all after-hours events, and all events in which alcohol is consumed. Renter may contract security through the museum at \$65.00 per hour. Security is contracted one hour before the start of the event or after the museum is closed to one hour past the event end time and for a minimum of 4 hours (If clean up exceeds one hour, additional security fees may apply). The number of security guards needed is based on the number of people at event. Renter is required to submit a total count of guests ten (10) business days prior to the event. All events require a *minimum* of 1 guard per 100 guests. The Museum reserves the right to add additional security guards at Renter's expense if Museum deems necessary to maintain the safety of Museum property. _____ (Initial)

Cancellation:

If canceled within thirty (30) days of initial deposit, the payment may be refunded. Any cancellations after the (30) day period will result in forfeited deposits and payments, unless the Museum cancels the event. Any cancellations within 30 days of the event will result in forfeited deposits and payments _____ (Initial)

General:

It is the policy of the Museum to insist that all procedures within this contract are followed. If there is a failure to comply in any or all of the procedures, the contract will become void. The Museum gives first priority to the needs of the Museum to accommodate its own activities and events. The Museum has the right to plan its own event the same day as facility rentals. **If the contract is not signed by both parties the contract is void and the facility use is not guaranteed.**_____ (Initial)

I have read and completed the California Automobile Museum Facility Rental Contract. Any deletions, additions, or revisions must be made in writing and approved by the Museum. This contractual agreement constitutes the extent of the obligation of the California Automobile Museum, and I agree to abide by its terms and conditions.

Print Name of Organization (if applicable)

Print Name of Renter or Authorized Representative

Signature

Date

Print Name of Museum Representative

Signature

Date