

Rental Agreement For Pioneer Village Historical Park

I. Definition of Terms: "Department" refers to the City of Selma Recreation and Community Services Department and its Director and authorized employees; "City" means City of Selma, its officials, representatives, departments, agents and employees; "User" means an individual or group which enters into the Rental Agreement to use the Pioneer Village Historic Park; "Park" means the Pioneer Village Historical Park, including its buildings, restrooms, artifacts, equipment and fixtures; "Lessor" refers to the City of Selma Recreation and Community Services Department acting as the agent for the City of Selma. "Rental" or "Rent" includes rental or lease use or use by issuance of a permit as determined applicable by the Department.

II. Parties: This Agreement is entered into by the City of Selma, 1710 Tucker Street, Selma, CA, phone (559) 891-2237, herein referred to as "Lessor," and _____, herein referred to as "User."

III. Premises: Lessor agrees to Rent to User, and User agrees to pay, for the Rental of (Check appropriate):

- _____ the lawn area of Pioneer Village,
- _____ the St. Ansgar's Lutheran Church (max. weight load occupancy _____),
- _____ the Edgecomb Center (max. weight load occupancy _____),
- _____ the Lincoln School House (max. weight load occupancy _____),

for the purpose of: (Please explain each event activity in detail.)

to take place on _____, 20____, and to be attended by a maximum of _____ people. The maximum Park attendance is _____. Each building available for rent has its own maximum occupancy which must be observed as stated above. Alcohol will _____, or will not _____ be served. Alcohol will be served from _____ to _____. Please specify the conditions of use of alcohol during this event:

IV. Rental Date: The duration of the authorization for a particular use ("Event") created under this Agreement shall be from _____ a.m./p.m., to _____ a.m./p.m., on _____, 20____ (the "Event Time"). This time period shall include all times necessary for which the User requires the use of the premises to set up for use of the facility, the Event, and all time required by User for the removal of all materials associated with the Event and the restoration of the premises to its pre-Event condition.

V. Base Rental Fee: User shall pay to Lessor the sum of \$_____ as provided in the adopted Schedule of Rental Fees Policy. The Base Rental Fee, and all other fees, shall be paid in full 14 days before the Event. The User shall be charged an additional \$_____ for each hour, or part thereof, required by User for any purpose beyond the Event Term stated above. Any additional hours determined to be required by User in excess of the time frame set forth in

this Agreement's Section IV. Must be scheduled a minimum of 30 days in advance of the Event. The Rental fee is deposited into the Pioneer Village Enterprise Fund administered by the City of Selma for use in the continued maintenance and restoration of the historic buildings and park grounds.

VI. Deposits/Inspections:

A. Non-refundable deposit. User, upon signing this Agreement, shall pay Lessor a non-refundable deposit of \$50.00 to hold the Event date. This amount may be applied toward the Base Rental Fee, but will not be returned to User in the event of cancellation.

B. Security/Cleaning deposit. A total security/cleaning deposit of \$550.00, (\$250.00 of which represents a cleaning deposit) shall be paid upon signing this Agreement to be held to apply toward any damages incurred by User, or User's guests, employees, or agents, during the actual event, event preparations, or event clean-up. such damages extend to landscaping, sprinkler systems, restrooms, buildings, artifacts, and all property contained within the Park. User is responsible for reimbursing the City for any and all damages to the Park as a result of User's use related to this event, including damages which exceed the amount of the security deposit.

C. Inspections. Pre-inspections and post-inspections of the Park with the Department are an important part of ensuring that this valuable community resource remains in a restored and preserved condition for future use by interested parties. At the Event's conclusion, the Park and Areas related to the Rental must be free of damage and in a clean condition which is readily acceptable for use in order for Users to receive their security/cleaning deposit refund . To be sure these standards are met, the following supplemental cleaning instructions are provided. These standards set forth below constitute the minimum acceptable standards of cleanliness in order for the Users to be refunded their deposit.

1. Bandstands, tables, and chairs shall be free of dirt, grease, smudges, food particles, and decorations. Do not use abrasive cleaners or cleaning materials which may damage the finishes. All cleaner residue must be removed from all surfaces.
2. Restrooms will be free of all litter, graffiti, and refuse. Walls, floors, counters, and stalls will be free of soap film or stains. All paper and refuse will be contained within trash bags or trash containers. All toilets will be clear and able to be flushed.
3. All decorations and signs will be removed carefully and taken from the facility or discarded.
4. The park and area for parking will be completely free of all litter, food or refuse.

5. Tables, chairs and other equipment will be folded and placed in the area specified by the Department.
6. User shall provide trash bags for litter and refuse. The City provides two (2) trash cans for the Park. User is responsible to provide additional trash cans or bins according to expected attendance, if determined to be necessary by Department.

D. Forfeiture of Cleaning Deposit. In the event the Department is required to clean the Park because User has not complied with the minimum standards above, and in the event such cleaning requires more than 6 staff hours, User will be assessed, in addition to the forfeited Cleaning Deposit of \$250.00, an additional \$40/hr. for each hour of staff time required to complete cleaning.

E. Forfeiture of Security Deposit. In the event of damage to any landscaping, sprinkler systems, restrooms, buildings, artifacts, and/or any property contained within the Park by User, User's guests, employees, or agents, the security deposit will be applied toward the repair and/or replacement of all damages. In the event damages exceed the amount of the Security Deposit, User will be responsible to pay the balance of all remaining outstanding costs related to the repair or replacement of all damages.

VII. Cancellation: User must give 14 days written notice of cancellation prior to the reserved date. In the event of cancellation of the event, the \$50.00 non-refundable deposit will be deposited into the Pioneer Village Enterprise Fund administered by the City of Selma. Remaining fees paid to the date of cancellation will be returned to the User. The non-refundable deposit is retained in consideration for the reservation of the facility and its resultant loss of rental revenue. However, if Event is canceled 7 or less days prior to the event, the entire Base Rental Fee will be forfeited by User and deposited into the Pioneer Village Enterprise Fund.

VIII. Additional Staffing Requirements and Fees:

A. Security: User shall arrange, at User's expense, state-licensed and bonded security personnel for the event. The security personnel must also hold a City of Selma business license. One security guard shall be retained for every 100 guests anticipated to be in attendance at the Event. This event will require _____ security personnel to be assigned for the duration of this event. User is to contact the Department at least 14 days prior to the event to confirm security has been contracted and to provide Department with the name, address, license number, and phone number of the firm contracted to supply the security personnel. Department reserves the right to require additional security if the nature of the event indicates, in the Department's opinion, to be necessary to protect the premises or the health and safety of attendees.

B. Police Presence: In addition to the above security personnel, the Department reserves the right to require additional City of Selma Police presence at the event. If required, User will pay, in addition to the Base Rental Fees above, \$_____/hr./per officer, to compensate for the assignment of Police Personnel. This event will require _____ police to

be assigned for the duration of this event. This fee is paid to the City of Selma Police Department to reimburse personnel costs.

C. City personnel: Staff member(s) from the Department are required to be present for the duration of the Event. This staff member is responsible for the enforcement of the policies, rules, regulations, terms, and conditions governing the use of the facilities and shall have complete authority over the facilities used and the activities therein. This event will require _____ staff members at an additional cost of \$15.00 per hr./per staff member. This fee is paid to the Department to reimburse personnel costs.

D. Building Docent: One staff member, or eligible volunteer previously approved by the Pioneer Village Commission, is required to be present in each historic building if the Event includes rental and public access to any of the buildings within the Pioneer Village Historic Park. Some exceptions can be made for use of the Edgecomb building by service groups/clubs. Cost for this staffing is \$15/hr. and will be paid to the Department to offset personnel costs. In the event a volunteer is available for the event, this \$15/hr. fee will be deposited to the Pioneer Village Enterprise Fund monitored by the City of Selma.

E. Other: User to provide one person to be posted at each public entrance to control access to park, and another to monitor parking lot usage. The paved parking spaces are reserved for Cattlemens restaurant customers after 4 p.m. and are, therefore, not available for events scheduled after 4 p.m. All events scheduled to be held or to extend beyond 4 p.m. must utilize the dirt lot directly east of the paved parking lot. (See Park Map Designation.)

F. Parking Fees: If User will charge for parking, the Pioneer Village Advisory Commission reserves the first right of refusal to monitor the parking and receive the parking fees. It is anticipated the parking lot monitor(s) will be Commission member(s) or Commission approved volunteer(s). User does _____, does not _____ intend to charge for parking.

IX. Conditions of Park Rental Use: It is in the public interest to regulate the use of the Park for meetings, assemblies, activities, or other events in order to ensure such events are carried out in a safe manner, in a manner socially acceptable, in a manner which does not unreasonably interfere with the use of such park by other members of the public not participating in the event, and in a manner which does not damage the park's landscaping, image, historic buildings, facilities, or artifact collections.

A. Prohibited Uses and Terms and Conditions for Use: User shall observe, obey, and comply with all applicable City, County, State, and federal laws; and the policies, rules, regulations, terms and conditions governing the use of the Park. User will forfeit all rents or other fees paid if evicted from premises for violation of same. Eviction shall not release User from any obligations for the payment of rents or other fees required to be paid under this agreement. User shall be solely responsible for the orderly conduct of all persons using the premises by its invitation either expressed or implied, during all times covered by this agreement. The Department reserves the right to eject or cause to be ejected from the premises any person or persons objectionable due to unlawful or undesirable conduct.

1. The following uses of Park are prohibited:
 - a. any hazardous activities which could endanger person or property or which is not in the best interest of the citizens of Selma;
 - b. any activity which in the opinion of the Department is subject to evaluation by the Pioneer Village Commission;
 - c. any use inconsistent with the purpose of the building(s) or artifact collections;
 - d. any use which jeopardizes the preservation of the historic assets within the park;
 - e. any event held later than 10 p.m., or earlier than 7 a.m.;
 - i. any event not providing required permits;
 - j. any event serving alcohol in excess of 5 hours, the serving of alcohol within one hour of the event's scheduled termination, or the serving of alcohol to minors;
 - k. any event serving alcohol outside specified, clearly defined, boundaries (i.e., beer garden);
 - l. any event selling merchandise or using items which depict lewd, demeaning, or defamatory topics of any sort;
 - m. any event wherein the use of profane language or loud, boisterous talking, disorderly conduct, or lewd conduct occurs;
 - n. any event using amplification equipment after 10 p.m.;
 - o. any event allowing vehicles on the grass unless previously approved by Department. In all cases, if permission is granted, vehicles will be restricted to certain areas of Park. Driving on the concrete area surrounding the gazebo is forbidden. Vehicles accessing the park to load and unload for an event are to travel at a slow speed so as to limit dust and prevent injury to others in the park. Vendors or those participating in the event should be directed to stay on allowed surfaces at all times. No idling, "burn-outs," or continuous running of vehicle or gas powered engines is permitted. Exhaust is damaging to the building finishes and artifact collections. Violation is subject to immediate eviction;
 - p. any event allowing archery, golf, baseball, soccer, football, or the flying of model aircraft;
 - q. any event which includes certain specific components, including but not limited to political rallies, actions which demean or belittle any class, gender, group or individual, media broadcasting of any profanity, insults, lewd or demeaning comments, swim suit competitions, body piercing, tattooing or tattoo contests, wet tee-shirt contests, etc.

2. The following Substances/Items are Prohibited in the Park and parking lot grounds:

- a. No smoking, narcotics or illegal substances are permitted;
- b. No rice may be thrown on the grounds;
- c. No weapons, pets, stickers, fireworks, open flames, candles, gum, sling shots, bows and arrows, or skateboards, are allowed within the Park or parking lots;
- d. No alcohol served in individual serving cans and no individual beverage bottles of any kind are permitted.

3. Miscellaneous Terms and Conditions of Use:

- a. No vehicles are allowed in the park after gates are open to the public unless arrangements have been made or unless access is for the purpose of facilitating entrance/exit of handicapped;
- b. Extension cords must be kept out of traveled areas;
- c. No dumping of grease, waste water, ashes, coals, or hot water is permitted in park. No grease may be dumped into sewer outlets;
- d. Barbecues or other heat producing appliances should be located on pavement or placed on plywood to protect the grass from heat damage. Barbecues are not allowed near buildings or on building porches. Barbecue areas should be blocked off from pedestrian traffic;
- e. First aid stations are strongly recommended for larger events;
- f. Lessor reserves the right to rope off areas in the Park unless prior arrangements have been made, however, failure to rope off areas does not imply access is permitted;
- g. Lessor reserves the right to allow admittance to other Users of Park to the Edgecomb or Depot buildings unless prior arrangements have been made;
- h. Children must be supervised at all times;
- i. Admittance of guests in excess of that number previously provided in this agreement is not permitted;
- j. No food, beverages, gum, or smoking in any building is allowed;
- k. No serving of alcohol, whether purchased or not, to anyone appearing to be intoxicated;
- l. No use or possession of narcotics or illegal drugs by any attendee;
- m. No admittance or continued presence of individuals displaying characteristics of intoxication, or influence of narcotics;
- n. No admittance of dogs or other animals of any kind other than service dogs for the handicapped;
- o. Rental of the School house, Church, or Edgecomb building required strict observance of maximum weight load occupancy limits at all times. Due to the extensive collection within the School house, no decorations are permitted. Decorations in the

Church and Edgecomb buildings are subject to Section IX.9.B. of this agreement and require prior approval. Other conditions for use are contained within this agreement. The artifact collections are not to be handled by anyone at any time. Furniture must not be moved by User. All furniture rearrangement will be done by Department or Commission approved volunteers and should be approved prior to the event. Children must be supervised at all times and not allowed to climb on furniture, ledges, banisters, etc.;

- p. The gravel and dirt roads inside the park fence, and outside the park fence may not be blocked at any time and must be kept accessible for emergency vehicles;
- q. Fire hydrants located within the park may not be blocked. A clearance of no less than a 15-foot radius must be maintained around each hydrant.

B. Conditions regulation use of decorations: All decorations require prior approval by the Department and are restricted to the outdoors, Edgecomb building and the Church. Decorations must not create a fire hazard. No signs or decorations are to be taped, glued, screwed, nailed or otherwise attached to walls, buildings, windows, ceilings, lights or fixtures. Decorations can be tied or held with plastic zip ties. No exceptions will be granted. Removal of adhesive residue and repair of holes is costly and labor intensive. No glitter, confetti, or paint is allowed in Park or buildings. No freshly painted wet signs may be hung anywhere in the park or in buildings. No open flames or candles are permitted within the Park without written advance approval of the Department and the Fire Department. No candles or open flames are permitted under any conditions in any building.

1. Additional terms and conditions governing Church Building decorations and use. The Decoration of the Church interior for weddings and special occasions may be allowed subject to advance approval of Department. Use and decoration of the Church are subject to the following conditions in addition to those already stated above:

- a. Any use of flowers or plants must include the use of waterproof containers;
- b. No heavy structures or water are permitted in the Church;
- c. No items may be set on any wood surface without approval of Department and without insuring protection from watermarks and scratches;
- d. No dragging of items or furniture across the floor;
- e. No moving of furniture is permitted by User, guests, or Photographer;
- f. No handling of the alter, statute or other artifacts is allowed;
- g. No cameras or camera equipment are to be placed on any wood furniture in the Church;
- h. The use of drinking water is allowed if restricted solely to the front room off the Church entry and if method of use will not cause damage to any surface;

- i. Children must be supervised at all times and are not allowed to climb on the furniture;
- j. No candles, flames, bubbles, or hair spray may be used inside the Church;
- k. Maximum occupancy limits must be observed at all times;
- m. If use of the organ is desired, the musician must obtain personal training for its use before the event. Failure to secure this training will result in damage to the organ and forfeiture of the security deposit for repairs.

- C. Conditions regulating use of publications/printed material/broadcasts.
- 1. No publications, signs, or printed material for the event may be distributed without prior approval of the Department;
 - 2. Broadcast advertising or promotion content for the event must be approved by Department in advance;
 - 3. All vendor advertising banners and signs and their proposed locations must be approved by the Department and displayed in accordance with this agreement;
 - 4. No banner or sign advertising alcohol will be permitted in any area visible to the freeway.

X. Health and Safety Use Conditions:

A. Required Permits: This event and the activities described will require the following permits (check all that apply):

- Selma Business License
- Permit for Use of Alcohol
- Fresno County Special Event Food Permit
- Dance Permit
- Sound Permit
- Bingo Permit

All required permits shall be secured and submitted to Department at least 14 days in advance of the event.

B. Conditions for Alcohol use in Park: The serving and use of alcohol is governed by City Ordinance and requires an ABC License. In addition to the rules contained within the City Ordinance and License, the following terms and conditions apply to the serving of alcohol in the Park:

- 1. No one is admitted into the event with alcohol in his or her possession;
- 2. No serving alcohol before or after actual event;
- 3. No alcohol to be served at any event where the majority (50% plus 1) of guests in attendance are under 21;
- 4. No alcohol is to be served in glass bottles or cans;

5. Bottles of wine, champagne, etc., must be stored in a secure area inaccessible to public (open and unopened bottles);
6. No alcohol, open bottles, glass or cans are allowed to leave the park;
7. Alcohol is not permitted in parking area;
8. Serving of alcohol must cease at least one hour prior to scheduled event's end;
9. Alcohol must only be served and consumed within a beer garden or specified and defined boundaries subject to approval of Department;
10. Events combining the use of alcohol and live bands require a police presence for the duration of the event;
11. No alcohol is permitted inside buildings at any time.

C. Food/Beverage Restrictions: Food and beverages shall only be prepared, served, and consumed in accordance with the requirements of the Fresno County Community Health Department. Food must be contained within the lawn area of the park. Food and beverages shall not be carried or transported in any manner through the buildings, on the porches of buildings, beside, behind, or near buildings. No individual glass beverage containers are permitted in the Park.

D. Portable Toilet Requirements: User is responsible to rent portable toilets if more than _____ attendees are expected. Portable toilets are required in the minimum ratio of one toilet per _____ attendees and one handicap toilet per _____ attendees. Hand washing stations may also be required. This event requires _____ portable handwash stations, _____ portable toilets, and _____ handicap toilets. Lights must be stationed in or around portable toilets if event will extend into evening hours. Toilets are to be located on the concrete slab next to the restroom facility. Delivery trucks must not be excessive in weight. User will be responsible for any damage related to the delivery or pick-up of toilets.

F. Lighting Requirements: Events held after dark require additional lighting. User must provide at least 6 portable lights which should be placed: in the park (4); at the entrance (1); and, in the parking lot (1). Additional lighting may be used at User's discretion.

H. Other Comments or Conditions: _____

 _____ Initials of User(s)
 _____ Initials of Authorized Department Employee _____

XI. Insurance Requirements: A certificate of liability insurance is required for Pioneer Village in the amount of \$4,000,000.00 naming the City of Selma and North Melrose Venture, Thomas E Shadle, individually and as Trustee of the THOMAS E. SHADLE TRUST, created on June 29, 2011 "Selena Shadle", "Julian Max Shadle", and "Joy Ehrenfeld, individually" as additional insured. This insurance shall be primary to any other insurance carried by the additional insured. Such insurance must provide coverage for bodily injury/personal injury/property damage/contractual liability and be on ISO Form _____. No exclusionary

endorsements will be accepted. Evidence of this insurance must be submitted to the Department no less than 14 days prior to the event.

XI. Indemnification: User accepts and understands the Park for which this application and rental agreement is made in an "AS IS" condition, and understands circumstances may require the City to cancel the event if unavoidable conditions detrimental to public health or safety arise. In consideration for the use of the facility, the User agrees to indemnify, defend and hold harmless North Melrose Venture, Thomas E Shadle, individually and as Trustee of the THOMAS E. SHADLE TRUST, created on June 29, 2011" "Selena Shadle", "Julian Max Shadle", and "Joy Ehrenfeld, individually" as additional insured, and the City of Selma, including its officers, employees, and Park volunteers ("City and City Personnel") from all actions, liabilities, claims, damage to persons or property, losses, costs, penalties, obligations, errors, or omissions that may be asserted or claimed by any person, firm, or entity arising out of or in connection with the activities conducted by User. Lessor is not responsible for theft, loss or destruction of User's personal property or the personal property of User's guest, employee, or agents. User understands and accepts financial responsibility for any damages which might result in connection with this event, and represents ownership of the financial capacity to do so. User agrees to abide by all the terms and conditions of this agreement.

User's Signature

Date

Please Print:

User's Name: _____

Address: _____

Phone: _____

Authorized Signature of Lessor

Date