



CASA DE LA GUERRA Event Rental Agreement and Reservation

Renter Information

Name (please print) _____

Address _____

Daytime phone number _____ Alternative phone number _____

Event Information

Date(s) of use _____

Time(s) (start and end) _____

Description of use _____

Estimated number of guests: _____

Agreement

I have read and agree to the terms and conditions listed in the Casa de la Guerra Site Use Policy.

Signature Date

Approved by the Santa Barbara Trust for Historic Preservation:

Signature Date

Any unauthorized deviance from this agreement as set forth in this document or any other written agreement between the User and the Trust as relating to this document requires cancellation of the agreement and necessitates the processing of a new contract for approval and causes forfeiture of damage/cleaning/security deposit.

Please send this form with the \$250.00 non-refundable deposit check payable to the Santa Barbara Trust for Historic Preservation by mail to

Casa Rentals
123 East Canon Perdido St.
Santa Barbara, CA 93101

Email/ Fax Agreement Forms and Credit Cards will not be accepted.

FOR OFFICE USE ONLY

Proof of Insurance: _____

\$250 nonrefundable deposit: _____

\$750 balance: _____

\$1,000 cleaning/damage/security deposit: _____

\$250 fence set-up fee: _____

\$100/hour docent tour fee: _____

_____ Additional hours @ \$100: _____



CASA DE LA GUERRA Event Rental Form

Please complete and return this form with the first page of the contract. Your proof of insurance, rental balance, and security deposit is due within sixty (60) days of your event to SBTHP offices in person or by mail.

Name of renter _____

Date(s)/Time(s) of use _____

Rental Company Name _____

Delivery date/time _____

Pickup date/time _____

Catering Company Name _____

Privacy Fence: Y / N (\$250.00)

Docent Tour: Y / N (\$100.00 per hour)

Hour(s): _____

My photographs/film will not be sold, distributed, or used commercially. _____
(Initials)

All decorations must be approved, please describe your plans:

User shall provide insurance coverage naming the Santa Barbara Trust for Historic Preservation as additional insured (hereinafter referred to as TRUST). At its own expense, User shall maintain public liability and property damage insurance coverage with any reliable company providing liability limits of not less than \$1,000,000 per person, insuring against all liability of User and its agents arising out of and in connection with User's use or occupancy of the premises. All such insurance shall insure performance by User of the indemnity provisions of this paragraph. User shall not do, bring or keep anything on the premises which is inherently dangerous, or will cause cancellation of any insurance covering the premises, or which will cause an increase in the rate of any insurance carried by TRUST.

The balance of the rental fee, the refundable cleaning/damage/security deposit, rental form, docent and fence fees, and the insurance certificate must be received by the Trust sixty (60) days prior to the date of site use to avoid cancellation of this agreement.

If an event is cancelled 46-59 days prior to an event, all fees paid, except the \$250 nonrefundable deposit, will be returned. The cleaning/damage/security deposit and one half of the rental fee will be returned when cancellations are received up to 45 days before the date of the event. Cancellations received within 44 days prior to the event will be refunded the cleaning/damage/security deposit only.



CASA DE LA GUERRA Site Use Policy V. 12/11

Please Keep This Site Use Policy for Your Records

The Santa Barbara Trust for Historic Preservation (Trust), a private non-profit institution, owns and operates the Casa de la Guerra, Charles A. Storke II 1997 Restoration (Casa), for the education and enjoyment of the public. The Trust is dedicated to researching, collecting, preserving, and interpreting the diverse history of the Casa and the De la Guerra family from 1819 to 1858, and their link to the past, present, and future of Santa Barbara's history. The Trust is responsible for protecting this historic structure, its contents, and site.

Courtyard. A nearly 5,000 sq. ft. uncovered area, fronting on De la Guerra Street. The Courtyard surface is decomposed granite, devoid of vegetation, except for 2 trees. The area can accommodate 250 persons. Electrical outlets and water faucets are available. The area can be configured to facilitate a wide variety of out-door events.

Veranda. The covered veranda, which surrounds the Courtyard, is about 2,000 sq. ft. It is elevated 3 feet above the ground, with no railings, and is handicapped accessible via El Paseo. The surface is hard packed adobe. This area can accommodate benches and chairs for seating; tables for dining and/or food and beverage service. It could serve as a stage or dais for musical, theatrical presentations, or lectures.

Interior. The Casa's period rooms are restricted to museum exhibits. However, reservations can be made to have them opened for docent guided tours for your guests.

Use of the Casa's facilities is made available to groups under specific conditions outlined below. Fees charged are to reimburse the Trust for its overhead expenses and to protect the site. Fees are subject to change at any time. The Trust permits the use of the Casa if the events and activities increase public awareness of the museum and its mission, and fulfill the following general policy and specific conditions:

1. Users and their activities shall protect the security of the collections; the safety of visitors and staff; and the reputation of the Casa and Trust, their officers and employees. This requirement is partially fulfilled by proof of general liability insurance and a cleaning/damage/security deposit.
2. Approval of site use does not constitute or imply an endorsement by the Trust of the Users, their goals, or activities.
3. Users are prohibited from offering for sale or providing to the general public any beverage containing alcohol. This policy is not intended to preclude Users from serving alcoholic beverages to their invited guests or members of their organization.
4. Admission fees, fund-raising, or merchandise and food sales are not permitted except by written approval of the Trust's Executive Director or his/her designee
5. The Trust does not discriminate in the use of its premises on the basis of ethnicity, gender, religion, or disability.
6. All requests for use of the Casa are subject to review and approval by the Trust Executive Director, or his/her designee, and Casa Committee.
7. Any and all exceptions to this site use policy and its conditions must be in writing and agreeable to both Users and the Trust.
8. Any deviation from the terms of the site use policy will cause forfeiture of the cleaning/damage/security deposit.

Payment

- **\$1000.00** Rental fee per event, due as follows:
 - 250.00 Non-refundable deposit. Payable upon signing Rental Agreement and Reservation.
 - 750.00 Balance due sixty (60) days prior to event.
- **\$1000.00** Damage/Cleaning/Security deposit due sixty (60) days prior to event.
1000.00 (refundable if conditions are met).
- **\$250.00** Optional privacy fence fee, due sixty (60) days prior to event.
- **\$100.00** Optional guided tour fee, due sixty (60) days prior to event. This fee is per hour.

Events are limited to six (6) hours unless prior approval is received from the Trust. Any time over six (6) hours will be billed at \$100 per hour.

Insurance

User shall provide insurance coverage naming the **Santa Barbara Trust for Historic Preservation** as additional insured (hereinafter referred to as TRUST). At its own expense, User shall maintain public liability and property damage insurance coverage with any reliable company providing liability limits of not less than \$1,000,000 per person, insuring against all liability of User and its agents arising out of and in connection with User's use or occupancy of the premises. All such insurance shall insure performance by User of the indemnity provisions of this paragraph. User shall not do, bring or keep anything on the premises which is inherently dangerous, or will cause cancellation of any insurance covering the premises, or which will cause an increase in the rate of any insurance carried by TRUST.

Cancellation Policy

1. If an event is cancelled forty-six (46) to fifty-nine (59) days prior to an event, all fees paid, except the \$250 nonrefundable deposit, will be returned.
2. The cleaning/damage/security deposit and one half of the rental fee will be returned when cancellations are received up to forty-five (45) days before the date of the event. Cancellations received within forty-four (44) days prior to the event will be refunded the cleaning/damage/security deposit only.

Conditions for General Site Use:

1. Permission is granted for one-time use only.
2. Trust staff will supervise the use of the site, including preparation and set-up, and will protect only the property of the Trust. Users understand that Trust staff is required to be on site during any preparation, set-up, rehearsals, etc. Additional rental fees will be charged to User for each preparatory use of site.
3. Users may not eat, drink, or use fire or inflammable materials (e.g., cigarettes, barbecues, gasoline) inside the enclosed Courtyard without prior permission from the Trust.
4. Use of paper, foil, or plastic confetti, rose petals, rice or birdseed is prohibited. If this or any similar material is thrown on the ground during User's event, the cleaning/damage/security deposit will be forfeited.
5. Users will leave the site in the same condition in which they found it, in clean and good order, removing all equipment and trash as necessary, within twenty-four (24) hours of each event, or forfeit the entire cleaning/damage/security deposit.
6. The Users' activity shall not interfere with the normal flow of traffic on public sidewalks or streets. The Users shall not leave equipment and/or materials unattended in the Casa or courtyard areas except with the permission of the Trust.
7. The Users' activity shall not interfere with normal museum activities, the User will not block museum entrances or walkways during museum hours.
8. Any and all equipment brought onto the Casa premises by the Users is present at the Users' risk. Such equipment may be inspected for safety and security by Trust staff. The Trust shall in no way be responsible for the loss or damage of such equipment.

9. The Users are fully and completely responsible for damage to historic objects, furniture, equipment, and the museum building and courtyard, as well as for any injury to themselves, Trust staff, and Casa visitors arising from or incident to the use of the Users' acts or equipment. The Users shall indemnify and hold harmless the Trust, and the officers and employees thereof from, and to defend it or them against, any and all claims, damages, demands, causes of action, liabilities, lawsuits, expenses, costs whatsoever, including actual attorney's fees, arising out of the Users' use of Casa premises.
10. Users understand that construction may be ongoing at the Casa, and may be occurring at the time of the Users' event.
11. Users must take all precautions to protect the historic building, landscaping, and furnishings. The Users shall be completely responsible to and indemnify the Trust for any property damage occasioned by the User. Any repairs which are required as a result of the Users' activities shall be done by workmen or companies selected by the Trust. The Trust will request the Users to provide \$25,000.00 surety deposit, refundable within five business days after inspection of work by Trust staff. Protective measures include, but are not limited to: not using paint, tape, nails, staples, or screws, not cutting or trimming trees or plantings, using padded clamps, adjusting or removing lighting in case of excessive heat or light, and covering floors or walls. No vehicles are permitted in the Casa Courtyard.
12. Users cannot use or move historic furnishings or museum equipment without prior permission and supervision of the Trust.
13. Activities and use will only occur in previously arranged areas and locations. Users shall be restricted to these areas.
14. The Trust will supervise electrical cord and cable placement to prevent damage to the building, landscaping, and furnishings. Users may need to supply own electrical sources for their equipment and lighting if electrical needs exceed the site's capacity.
15. If the Users violate any of the above conditions, the Users shall, at the request of Trust staff, immediately depart from the Casa premises.

Conditions for Using Subcontractors (caterers, equipment rentals, florists, suppliers, entertainment, and other outside vendors):

1. Users are responsible for preparation and clean-up of site. Supplies, materials, equipment, and furniture must be neatly stored in a location designated by the Trust. No supplies, materials, equipment, or furniture may be left in the Casa or in the Courtyard after the conclusion of the event or for a later pick-up without prior permission from the Trust. The Trust is not responsible for any damaged, lost, or stolen supplies, materials, equipment, or furniture.
2. Set-up and removal of equipment and materials must occur outside of Casa operating hours and at a time convenient to the Trust staff.
3. All professional caterers who provide and serve food and beverages must have available upon request one month prior to the event: business license or seller's permit, public health operating permit (health certificate), general liability insurance coverage of a minimum of \$1,000,000.00 (one million dollars), liquor license, if serving alcoholic beverages, and liquor liability insurance, if serving alcoholic beverages.
4. The preparation and serving of food or beverages is restricted to previously arranged areas. Leftover food, beverages, and trash must be removed from the site. Users need to supply their own cooking and serving equipment.
5. If copyrighted music is to be performed, either live or recorded, the user is responsible for paying the ASCAP (American Society of Composers, Authors, and Publishers) licensing fees.

Conditions for Photography:

1. Users agree not to sell, distribute, or provide for commercial use any photography containing recognizable Trust Casa property without prior written authorization from the Trust's Executive Director or designee in the form of a separate photography contract.