



# Santa Barbara Trust for Historic Preservation

## EL PRESIDIO CHAPEL 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 \_\_\_\_\_

### Agreement

I have read and agree to the terms and conditions listed in the Chapel 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 \$100.00 non-refundable deposit check payable to the Santa Barbara Trust for Historic Preservation by mail to

Chapel 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: \_\_\_\_\_  
\$100 nonrefundable deposit: \_\_\_\_\_  
\$900 balance: \_\_\_\_\_  
\$1,000 cleaning/damage/security deposit: \_\_\_\_\_  
\$200 chair set-up fee: \_\_\_\_\_  
\_\_\_\_\_ Additional hours @ \$100: \_\_\_\_\_

# EL PRESIDIO CHAPEL

## Event Rental Form

Please complete and return this form with your proof of insurance, rental balance, and security deposit 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 \_\_\_\_\_

Trust Chairs: Y / N (\$200.00)

Will your photographs/film be sold, distributed, or used commercially? Y / N

**All decorations must be approved, please describe your plans:**

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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 \$100 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.

# EL PRESIDIO CHAPEL

## Site Use Policy

The Santa Barbara Presidio Chapel is a part of El Presidio de Santa Bárbara State Historic Park (SHP) located in downtown Santa Barbara. El Presidio SHP is run under a unique partnership between the Santa Barbara Trust for Historic Preservation (Trust) and the State of California Department of Parks and Recreation. El Presidio Chapel is available for weddings, lectures, and musical and theatre events. Certain events may be inappropriate for the Chapel. Santa Barbara Trust for Historic Preservation reserves the right to review each request and the appropriateness of the event in the Chapel.

### **El Presidio de Santa Bárbara:**

Founded April 21, 1782, the Santa Barbara Royal Presidio was the last in a chain of four military fortresses built by the Spanish along the coast of Alta California, then a wilderness frontier. Padre Junípero Serra, well known for his leadership in founding the California missions, blessed the site of the Santa Barbara Presidio four years prior to the establishment of the Mission of Santa Barbara in 1786.

### **El Presidio Chapel at El Presidio de Santa Bárbara State Historic Park:**

A faithful reconstruction of Santa Barbara's first church, the chapel is furnished with period artifacts, the niches are filled with statuary, the walls are punctuated with paintings and candle sconces, and the altar is dressed with a reredos (altar piece), altar frontal, and candlesticks. El Presidio Chapel has been the site of all of life's ceremonies—weddings, christenings, funerals, community gatherings and church services—throughout Santa Barbara's history.

### **Please Keep This Site Use Policy for Your Records.**

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Use of El Presidio Chapel is made available to individuals and/or groups under specific conditions outlined below. Fees charged are to reimburse overhead expenses and to protect the site. Fees are subject to change at any time. The Trust permits the use of El Presidio if the events and activities increase public awareness of the park and its mission, and fulfill the following general policy and specific conditions:

1. All requests for use of the Chapel are subject to review and approval by the Trust Executive Director, or his/her designee.
2. Users understand that the Presidio Chapel is a historic site, and that rowdy, obscene, destructive behavior is inappropriate in the Chapel. User is responsible for any theft or damage to the site.
3. Permission is granted for one-time use only.
4. Users understand that construction is ongoing at El Presidio de Santa Barbara State Historic Park and may be happening at the time of the User's event.
  - a. Adobe bricks set out to dry often line the front of the chapel.
5. Users and their activities shall protect the security of the collections; the safety of visitors and staff; and the reputation of the Presidio Chapel and Trust, their officers and employees. This requirement is partially fulfilled by proof of general liability insurance and a cleaning/damage/security deposit.
6. Approval of site use does not constitute or imply an endorsement by the Trust of the Users, their goals, or activities.
7. The Trust does not discriminate in the use of its premises on the basis of ethnicity, gender, religion, or disability.
8. Any and all exceptions to this site use policy and its conditions must be in writing and agreeable to both Users and the Trust.

## **Payment**

**\$1,000** Rental fee per event, due as follows:

\$100 Non-refundable deposit. Payable upon signing Rental Agreement and Reservation.

\$900 Balance due sixty (60) days prior to event.

**\$1,000** Damage/Cleaning/Security deposit due sixty (60) days prior to event.

\$1,000 (refundable if conditions are met).

**\$200** Optional chair fee, due sixty (60) days prior to event.

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 \$100 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 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 Chapel or 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 Chapel 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 , as well as for any injury to themselves, Trust staff, and Chapel 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 El Presidio SHP premises.
10. Users understand that construction may be ongoing at the Chapel, 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 on El Presidio SHP.
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 El Presidio SHP 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 Chapel or in the 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. 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.
3. 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.
4. 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 Chapel property without prior written authorization from the Trust's Executive Director or designee in the form of a separate photography contract.