BEAR RIVER BAND of the ROHNERVILLE RANCHERIA
266 KEISNER RD LOLETA, CA 95551-9707 PHONE 707-733-1900 FAX 707-733-1723

TISH NON COMMUNITY CENTER MAIN HALL RENTAL INFORMATION

Please use the checkboxes to indicate rental details:	**Standard** ☐	**Non Profit** ☐
☐ **Hourly Rate**	$100	$75
☐ **One Day** (8 am – 12 am)	$1,400	$1,100
☐ **Weekend** (Friday 12pm, Saturday, Sunday until 12 pm)	$2,300	$1,800
☐ **Kitchen**	$200	$150
☐ **Lawn Area**	Included in price	Included in price
Hall Deposit	$500	$500
Kitchen Deposit	$200	$200

Equipment Needed
☐ Microphones # _____
☐ Projector(s) ☐ 1 ☐ 2
☐ Podium
☐ Linens ☐ Black ☐ White
☐ Tables ☐ Round # _____ ☐ 8 ft. Rectangle #_____
☐ Chairs # _____

Additional Information
Alcohol Served: ☐ Yes ☐ No
# of Guests: _____
Event Name:
Date of Event:

Payment *(office use only)*
Rental Fee $_____ Kitchen $_____
Hall Deposit $ _____ Kitchen Dep. $_____
Total Fee $_____ Total Deposit $_____

RENTER INFORMATION

Name:		
Phone:	Email:	
Address:		
City:	State:	Zip:
Signature:		

RENTAL AGREEMENT

I. DEPOSIT/RENTAL FEES

A. A signed contract and deposit must be received to reserve your date(s) and time(s).
B. The remaining balance of your rental fee is due **30 days** prior to your event.
C. Payments are to be made to the Bear River Band. Acceptable payments are cash, check, debit card and credit card. Checks should be made to "Bear River Band of the Rohnerville Rancheria".
D. Refunds will not be given if the event is cancelled within 30 days of the event date.

II. INSURANCE

A. Special Event Liability Insurance is required, at the renter's expense, and is due no later than **30 days** prior to your event. The insurance must provide and maintain public liability and personal property damage insurance, insuring Bear River Band of the Rohnerville Rancheria employees, contractors and contracted vendors against all bodily injury, property damage, personal injury and other loss arising out of renter's use and occupancy of the premises, or any other occupant on the premises, including appurtenances to the premises and sidewalks.
B. The insurance required hereunder shall have a single limit liability of not less than $1,000,000, and general aggregate liability of not less than $2,000,000.
C. If alcohol is being served, the insurance policy must include Host Liquor Liability coverage to protect you against alcohol-related accidents, as you are ultimately liable for the safety of your guests.
D. The insurance policy can be emailed to tnccrentals@brb-nsn.gov or mailed to 266 Keisner Road, Loleta, CA, 95551, attention TNCC Rentals.

III. LIABILITY

A. Renter agrees to indemnify, defend, and hold Bear River Band of the Rohnerville Rancheria and officers, employees, and agents harmless of and from any liabilities, costs, penalties, or expenses arising out of and/or resulting from the rental and use of the premises, including but not limited to, the personal guarantee of provision, service, and dispensing of payment by renter, its employees, and agents of alcoholic beverages at the rented facility.
B. In the event Bear River Band of the Rohnerville Rancheria, officers, employees and/or agents, are required to file any action in court in order to enforce any provisions of this agreement, renter agrees to pay Bear River Band, its officers, employees and/or agents, all reasonable attorney fees, court fees, and costs of suit incurred by Bear River Band, including all collection expenses and interest due.

IV. SMOKING, ALCOHOL & BEHAVIOR

A. There is absolutely no drug use or smoking of any kind tolerated inside the building, on premises, or within 25 feet of the building.
B. There will be no alcohol allowed outside of the building unless pre-approved and in a designated and enclosed area.
C. Minors must not be served or consume drugs or alcohol.
D. Derogatory remarks or any type of physical violence will not be tolerated and will be cause for immediate expulsion.

E. Renter and guests shall use the premises in a considerate manner at all times.
F. Renter is responsible for all guests and their actions.
G. Non-compliance with the rules and/or regulations may result in the renter being unable to rent from the Bear River facilities in the future.

V. MUSIC

A. Excessive or loud music is not permitted during office hours, Monday through Friday, from 8:00 am to 5:30 pm.
B. Music must end by 11:00 pm.
C. If the event creates a disturbance due to high noise volume, Bear River Band has full authority to ask the renter, DJ, or music presenter to turn the entertainment volume down and/or off. If repeated disturbances are created, at the Bear River Band's discretion, renter may be expelled from the premises or the offending noise will be ended. In the event of disturbances to the point of expulsion, no portion of the event costs will be refunded to renter.

VI. DECORATIONS

A. No nails, screws, staples, or penetrating items are to be used on our walls, floors, tables or chairs. Low adhesive tape is allowable but must be removed by time of departure.
B. No glitter or confetti is allowed.
C. Only flameless, electric candles are permitted.
D. Open flames, including but not limited to candles, sparklers, incense, and fireworks, are not allowed.
E. Decorations may not be attached to fire sprinklers, smoke detectors, exit signs, exit doors, or emergency lighting, and may not block exits or walkways.
F. Any damages will be deducted from your deposit.

VII. ENTRY AND EXIT

A. Renter agrees that Bear River Band staff may enter and exit premises during the course of the event. The Community Center is a Tribal Government Office building with employees potentially working outside of the normal office hours of Monday through Friday 8:00 am to 5:30 pm.
B. Renter may not use or occupy the lobby during the office hours Monday through Friday 8:00 am to 5:30 pm.
C. Renter must use the designated entrances.
D. Renter is responsible for ensuring all exterior doors are closed and locked prior to leaving.

VIII. LOAD-IN/LOAD-OUT & PARKING

A. Parking, loading, and unloading shall be permitted only in designated areas.
B. Vehicles may not park in fire lanes, loading zones, landscaped areas, or in any manner that obstructs traffic flow, emergency access, or facility operations.
C. During regular office hours, vehicles engaged in loading or unloading must not block or interfere with Bear River Band employees, offices, or operational vehicles.
D. The facility reserves the right to tow or remove improperly parked vehicles at the owner's expense. The facility assumes no responsibility for damage to or loss of towed vehicles.

E. Renter is responsible for informing all guests, vendors, and service providers of parking rules and ensuring compliance throughout the event.
F. For events with high attendance or anticipated traffic congestion, the facility may require traffic control measures, including but not limited to signage, cones, barricades, or licensed traffic control personnel, at the renter's expense.

IX. KITCHEN

A. Access and use of the kitchen will not be permitted unless the kitchen is rented and paid for in advance.
B. The kitchen does not provide dishes, glassware, pots, pans, knives or utensils.
C. The kitchen will be in a clean condition prior to your event and you are required to return the space to the same clean condition in which it was given to you.

X. CLEANING, TRASH AND EQUIPMENT REMOVAL

A. Bear River Band is not responsible for checking in or handling any items brought into the venue by rental companies. Any excess material (such as bubble wrap, boxes, hangers, plastic, etc.) created by deliveries must be removed and disposed of by the rental company, client, or client's representative.
B. The facility will be in a clean condition prior to your event. You are required to return the space to the same clean condition in which it was found. Failure to return the facility to its original clean condition will result in loss of deposit and an additional full-day charge.
C. All trash must be bagged, tied, and disposed of in the dumpster located outside of the kitchen loading area. Large items, boxes, decorations, food waste, or event materials may not be left outside of the dumpster or anywhere on the property. If the dumpster is full, the renter is responsible for removing all trash from the premises at their own expense. Trash may not be stored inside or outside the facility.
D. Grease, liquids, or any items not intended for standard trash disposal are prohibited from being thrown in the dumpster and must be disposed of correctly by the renter.

XI. LOST & FOUND

A. Bear River Band takes no responsibility for personal effects and possessions left on premises during or after any event.
B. Recovered items will be placed in the facility's lost and found and held for up to fourteen (14) days. After this period, unclaimed items may be discarded or otherwise disposed of at the facility's discretion.

XII. ANIMALS

A. Animals are not permitted inside the facility, with the exception of service animals as defined under the Americans with Disabilities Act (ADA).
B. The handler is responsible for the care, supervision, and cleanup of the service animal. Any damage caused by a service animal, including stains or odors, will be the responsibility of the renter.
C. The facility reserves the right to require removal of any service animal that is out of control, poses a direct threat to the health or safety of others, or is not housebroken.

D. The facility is not responsible for the care, supervision, or safety of any service animal while on the premises.

XIII. CITY, COUNTY, STATE AND FEDERAL LAWS

A. Renter agrees to comply with all applicable city, county, State, and Federal laws and shall conduct no illegal act on the premises.
B. Bear River Band reserves the right, in its exclusive discretion, to expel anyone who in its judgment is intoxicated or under the influence of alcohol or drugs, or who shall in any manner do or participate in any act jeopardizing the rights, use permit, or insurability of the facility or the safety of its staff, guests, or building contents.
C. Nothing in this agreement shall be deemed a waiver of sovereign immunity.

XIV. FORCE MAJEURE

A. The facility shall not be liable or responsible for any failure or delay in performance of its obligations under this Agreement when such failure or delay is caused by events beyond its reasonable control, including but not limited to acts of God, natural disasters, severe weather, fire, flood, earthquake, power outages, utility failures, public health emergencies, government orders, acts of terrorism, civil unrest, labor disputes, or any other emergency or unforeseen circumstances.
B. In the event the facility is rendered unusable, unsafe, or inaccessible due to a force majeure event, the facility reserves the right to cancel or postpone the event without liability.
C. If an event is canceled by the facility due to a force majeure event, any rental fees paid, excluding non-refundable deposits or incurred expenses, may be refunded or credited toward a future event date, at the sole discretion of the facility.
D. The renter assumes all risk of loss or damage to personal property, equipment, decorations, or supplies resulting from a force majeure event.
E. Force majeure events shall not excuse the renter's obligation to comply with facility rules or to pay for damages, cleaning, or services already provided prior to the occurrence of the force majeure event.

ACKNOWLEDGMENT AND SIGNATURE

By signing below, the Renter acknowledges that they have read, understand, and agree to all terms and conditions of this Rental Agreement, including all rules, policies, and responsibilities outlined herein, with the understanding that additional fees or charges may result from noncompliance with this Agreement.

Renter:	**Bear River Band Representative:**
Name: _____	Name: _____
Signature: _____	Signature: _____
Date: _____	Date: _____