

BEAR RIVER BAND EVENT RENTAL AGREEMENT

Event Date: _____ Set-Up Time: _____ Event Start Time: _____
Event End Time: _____ Wrap Time: _____
Event name: _____
Number of Guests: _____

Details of event: for the best event pre-planning and production please provide a detailed plan and desired schedule for specific times and aspects of your event.

Client(s) Corporation _____
Address: _____ City: _____
State: _____ Zip: _____
Contact: _____
Company: _____
Primary Phone: _____
Secondary Phone: _____
Email Address: _____

NOTE: rental time is based on exact time, which is inclusive of load-in and load-out. Additional time, if needed or requested, is subject to additional fees.

- A signed contract and date-hold deposit must be received to reserve your date(s) and time(s).
- The balance of your space rental fee is due thirty (30) days prior to your event.
- Miscellaneous costs, such as catering, and equipment rentals are due ten (10) days prior to your event.
- A copy of your Special Event Liability insurance (see insurance section on page 2 is due no later than ten (10) days prior to your event.
- Any additional costs that arise will be due within two (2) days of your event.

Payments should be made to Bear River Band. Cash, check and major credit cards are accepted. A credit card authorization form is located on the last page of this contract and must be made in person. Checks should be payable to "The Bear River Band of the Rohnerville Rancheria."

No refunds for rental fees will be paid 30 days prior to an event, as your agreement to rent on this date may cause the loss of additional bookings or business. Reserved food and beverage catering, along with rentals and/or purchases necessary to produce your event may not be refunded, or may not be refunded if full if costs have been incurred toward that obligation.

Acknowledged, agreed and authorized by Primary contact/renter:

_____ date: _____ acknowledged and
agreed by Bear River Band: _____ date: _____

CONDITIONS AND RESPONSIBILITIES OF RENTER

Please read the material below to make sure all parties understand the requirements of providing for everyone's safety and keeping the facility well maintained.

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DEPOSIT/RENTAL FEES

A signed contract and date-hold deposit in the amount of \$ _____ must be received to reserve your date(s) and time(s). The balance of your rental fee is due thirty (30) days prior to your event. No terms are implied or granted and no work will be allowed to commence until full payment is received.

INSURANCE

Special Event Liability insurance is required of all renters and is due no later than 30 days prior to your event. The insurance must, at renter's sole expense, provide and maintain public liability and personal property damage insurance, insuring Bear River Band 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. The insurance required hereunder shall have a single limit liability of not less than \$1 million, and general aggregate liability of not less than \$2 million. Bear River Band shall be named as an additional insured of said policy.

If alcohol is to be served please make sure that the policy includes Host Liquor Liability coverage to protect you against alcohol-related accidents, as you are ultimately liable for the safety of your guests. Established catering services may use their license and insurance to cover this.

Any caterers and/or outside vendors, companies, and/or institutions must provide a copy of their certificate of insurance and catering License to Bear River Band, naming the Bear River Band as stated, and will be delivered at least one month prior to the event.

LIABILITY

Renter agrees to indemnify, defend, and hold Bear River Band 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.

In the event Bear River Band, 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.

CATERING STANDARDS

We highly recommend that a caterer from our recommended caterers list be used for your event. Our recommended caterers have experience working at Bear River Band and are familiar with our regulations, policies, and procedures.

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Insurance/credit card—all caterers working at Bear River Band are required to have a valid certificate of insurance and a credit card on file with us.

KITCHEN POLICY

. Please note that Bear River Band does not provide dishes, glassware, pots, pans, knives or utensils. The kitchen production space will be provided in a clean condition and the space should be returned to a clean condition immediately following your event. A final mandatory walk-through with a member of our event staff shall occur the business day following your event.

Caterers must remove all trash, composting and recyclables from the site as we do not have adequate facilities. All trash, including sorted recyclables and properly sorted compostables, must be collected, properly bagged and removed by the caterer.

Failure to remove or clean will result in additional fees to caterer and will be charged to the client's credit card on file. Bear River Band encourage those renting space to consider green, sustainable, fair trade, ecologically sound cleaning and zero waste solutions.

BEAR RIVER RECREATION CENTER CAPACITY

Gymnasium Room —

- Bleachers only; Total seating is 570, individual seating 360, bleacher seating 210
 - Bleachers and Floor seating Total seating is 1030, bleachers 570 chair seating 460.
- See rental policy for different types of gym rentals and sound systems available.

TISH NON COMMUNITY CENTER

Community Room

- Full Hall maximum seating is 256, 32 tables, 8 Chairs at each table.
- Half Hall maximum seating is 80, 10 Tables, 8 Chairs at each table.
- Two Meeting Rooms 20 x 26 and 12 x 24, both rooms have large conference tables.
AV equipment available includes
- Mic's
- WiFi

SITE DECORATION

Bear River Band wants to make every event here a special and welcome experience. Therefore every effort will be made to allow renter to prepare decorations reflecting their creative requirements. We ask that no nails, screws, staples or penetrating items be used on our walls or floors. No glitter or foil (non-paper) confetti is allowed on site. Only low tack tape is allowed on our floors and wall. Any damage will be charged after your event.

CONDUCT

There is absolutely no drug use or smoking of any kind tolerated on premises or within 25 feet of the building including loitering or congregating outside on the sidewalk at any time during the event. Disparaging remarks or any type of physical violence will not be tolerated and will be

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cause for immediate expulsion. Renter and guests shall use the premises in a considerate manner at all times. During underage events, such as school dances, we prefer that underage individuals do not have in and out privileges.

Bear River encourages music! However, please be aware that the premises are located near residential units and therefore neighborhood noise regulations do apply. In the event that renter's event creates a disturbance due to high noise volume, Bear River Band's onsite manager has full authority to ask the renter, DJ, or live music presenter to turn the entertainment volume down and/or off. If repeated disturbances are created, at the Bear River Band Recreation Manager'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.

CANCELLATION

Date-Hold deposit is non-refundable.

From 30 days prior to event: no space rental payment(s) will be refunded.

LOAD-IN/LOAD-OUT AND STORAGE

All load-ins and load-outs must take place within the designated timeframe given by Bear River Band. Bear River Band is not responsible for checking in or handling any items brought into the venue by rental companies. All external items must be checked in and signed for by the client or client's representative. All excess material (such as bubble wrap, boxes, hangers, plastic, etc.) created by deliveries must be removed and disposed of by rental company, client, or client's representative.

CLEANING, TRASH AND EQUIPMENT REMOVAL

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. Evening events must end at 11:00pm and clean up must be completed by 12:00am.

ENTRY AND EXIT

Renter agrees that Bear River Band staff may enter and exit premises during the course of the event.

LOST AND FOUND

Bear River Band takes no responsibility for personal effects and possessions left on premises during or after any event. We do, however, maintain a lost and found and will hold recovered items up to 30 days. Every attempt will be made to return any recovered item to its rightful owner.

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PROMOTIONS AND COPYRIGHT

It is important to us that you have an enjoyable and successful event. Should Bear River Band be engaged in the promotion or co-production of your event, it is imperative that we see and approve all marketing messages and communications.

We are happy to provide professionally created images of our space for promotional materials.

CITY, COUNTY, STATE AND FEDERAL LAWS

Renter agrees to comply with all applicable city, county, State, and Federal laws and shall conduct no illegal act on the premises. This is a drug free and non-smoking facility at all times, no exceptions. Renter may not serve alcohol to minors on the premises at any time. Renter agrees, for everyone's safety, to ensure alcoholic beverages are consumed in a responsible manner. 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.

Nothing in this agreement shall be deemed a waiver of sovereign immunity.

Rental Payment

Please see the Bear River Facilities Rental Policy for details of the rental.

Rental Fee	1.	\$ _____
Additional Services	2.	\$ _____
Total Rental Fee	1. & 2.	\$ _____
Deposit	3.	\$ _____

Bear River Band requires a credit card to be on file during the entirety of your event.

Please complete and sign this form to authorize the Bear River Band to make debits to your credit card listed below.

By signing this form you give Bear River Band permission to debit your account as indicated below.

This permission does not provide authorization for any unrelated debits or credits to your account.

PLEASE COMPLETE THE INFORMATION BELOW:

I, _____ authorize Bear River Band to immediately charge my credit account a date-hold deposit. A deposit of \$ _____ will be charged
note: date-hold deposits are non-refundable. This payment is for my event on

Please note that the space rental fees balance will also be charged to this card thirty (30) days prior to your event. Catering, equipment, and miscellaneous costs will be charged ten (10) days

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prior to your event. Any additional costs that arise after that date will be charged within two (2) days of your event.

If you would like to use an alternative payment method (check, additional credit card, cash) for the space rental fees balance, catering, equipment, furniture, and/or miscellaneous costs, please initial here. _____

Please note that if you choose to use an alternative form of payment, payment timeframe remains the same. If the alternative method of payment has not been received by the due date the original credit card will be charged.

Billing Address _____
Billing Phone _____
City, State, Zip _____
Email _____

Account Type: Visa MasterCard AMEx Discover

Cardholder Name _____

Account Number _____

Expiration Date _____ (dd/yy) CVV2 Number _____ (3 digit number on back of Visa/Mastercard or 4 digits on front of amex)

I authorize Bear River Band to charge the credit card indicated in this authorization form according to the terms outlined above. This payment authorization is for the event described above. I certify that I am an authorized user of this credit card and that I will not dispute the payment with my credit card company; so long as the transaction corresponds to the terms indicated in this form. By signing I am also confirming that I have received a copy, read, and fully understand the requirements in the Bear River Facilities Rental Policy.

SIGNATURE _____

DATE _____.