

Make check payable to **DMFC**. *The Conservancy is a non-profit 501.C (3) organization relies on tax-deductible donations to conserve the open space and greenbelt within Del Monte Forest. Additional contributions are always appreciated.*

User agrees to pay the rent and fees in full on or before _____, 20___. If payment is not made by such date, User may not use the Premises.

4. **DAMAGE AND REPAIRS**

User agrees to use the Premises in a reasonable manner and in compliance with the Regulations and Restrictions hereinafter set forth. User shall pay for the repair of any damage caused by user during the term of this Agreement to the picnic tables, plant enclosures, fences, barbecue pit, grounds, or any other part of the Premises. The costs of repairing any such damage shall include any labor costs incurred, ***including the cost of incomplete cleanup***. User shall pay Owner for the repair of any such damage within thirty (30) days from the time Owner notifies User in writing of the amount due because of such damage or repairs. **In the event User fails to pay Owner within the specified time period, Sponsor shall then become liable for payment of all unpaid costs for any damage incurred. To guard against vandalism and fire danger, the premises is monitored 24 hours by a closed circuit camera.**

5. **INDEMNITY**

User agrees, individually and on behalf of his or her party, group of individuals, or organization, including all minors as well as adults, to protect, hold free and harmless, defend and indemnify the Del Monte Forest Conservancy, its directors, officers, agents, employees and authorized volunteers, from and against any and all claims, losses, liabilities, damages, costs, expenses (including attorneys' fees), causes of action, awards, fines or judgments resulting from injury or death to any person or damage to property of any kind, arising out of or in any way connected with the use of the Premises by User or any member of his or her group, organization, or party, however caused, except the sole negligence or willful misconduct of the Del Monte Forest Conservancy, its directors, officers, agents, employees and authorized volunteers.

6. **REGULATIONS AND RESTRICTIONS**

All persons who use the Premises pursuant to this Agreement shall abide by the following regulations and restrictions, and User so covenants and warrants.

- a. The total number of guests shall not exceed the maximum number of 200.
- b. A guest shall not act in an unruly manner at any time or in any manner which will endanger or threaten persons or property.
- c. Any nonprofit groups (i.e. Boys/Girls Club, Lions Club, Monterey Peninsula Jesters, etc.) and non-residents must be sponsored by a Pebble Beach resident or authorized Pebble Beach business representative who must sign the application form. The same rental fees will be charged.
- d. No group at any time will be allowed to sell tickets to the public for an event that is charitable or otherwise.
- e. Alcohol use is strictly forbidden by anyone under 21 years of age in accordance with State Law.

- f. Minors (under 18) must be accompanied by an adult at all times.
- g. If the BBQ unit is used, ***coals must be thoroughly and completely extinguished before vacating premises.***
- h. Fire pit can be used for warming fire only. ***Fire must be extinguished completely with garden hose before vacating premises. Used logs must be left in the fire pit. Used logs put into the metal waste bin may damage the metal and cause fires.***
- i. Parking is available on-site for approximately 40 cars. Carpooling is highly recommended. Roadways must remain clear at all times to provide access for emergency response vehicles.
- j. Indian Village is a beautiful but sensitive natural area. Special activities with props should be set up only in the areas designated on the schematic map, unless approved by a representative of the Conservancy.
- k. ***Waste and recycling:*** All trash containers must be lined with garbage bags provided in the storage room before use. Filled regular trash bags must be placed in the large metal waste bin. All recyclable items (glass, paper, plastic, cans, metal) should be put into the blue recyclable containers and should be placed back in the storage room after the event.
- l. ***Clean-up before vacating premises:*** Grounds and facility should be cleaned. All trash and recyclables should be placed as described in above paragraph 11. Any props, equipment, furniture and materials brought to Indian Village—including natural materials such as straw, hay, wood, etc.—must be **completely** removed, leaving the native ground surface and vegetation unaltered.
- m. ***Turn off all lights and lock-up before vacating premises:*** The lights must be turned off at the electrical panel and the panel door must be locked. The main access gate must also be locked before vacating premises. In order to avoid locking out service agencies, place the pad lock in a daisy chain fashion
- n. Keys must be returned by the end of the next working day. Charges will be levied for lost keys. **No Exceptions.**
- o. If there is a maintenance issue please call (831) 373-1274.

Note: Due to security surveillance system, do not turn off the Main breakers marked "DO NOT TOUCH"

7. **SECURITY/CLEANUP AND KEY DEPOSIT**

A **\$200** combination deposit check is required at the time of reservation. **\$100** of that amount is a **Security/Clean-up Deposit**. Upon satisfactory inspection of premises and cleanup compliance, this amount shall be returned to the User or Sponsor. **\$100** is the **Key Deposit**. Upon return of key by end of next working day, key deposit shall be returned to User or Sponsor.

8. **TERMINATION OF AGREEMENT**

DEL MONTE FOREST CONSERVANCY hereby reserves the right to terminate this Agreement or remove User or any or all of User's guests from the Premises for any violation of the above rules. Owner or any of its agents or employees shall have the right to be present on the Premises at any and all times for any purpose whatsoever, including the purpose of monitoring User's use of the Premises.

9. **NONASSIGNABILITY**

This Agreement is personal to User. It is non-assignable by User and any attempt to assign this Agreement terminates it.

10. **INTEREST**

Any amount not paid when due hereunder shall thereafter bear interest until paid at the maximum legal rate under applicable usury law. User agrees to pay all costs of collection of any amount not paid when due, including reasonable attorneys' fees.

11. **PARTIAL INVALIDITY**

If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

12. **INSURANCE**

If User, or any persons entering into Indian Village under this agreement intends to or will consume, sell, provide or distribute in any manner alcoholic beverages, User shall provide to Owner a current Certificate of Insurance insuring against any and all claims that may arise specifically relating to such consumption, sale, provision or distribution of alcoholic beverages. Such Certificate of Insurance shall be in a form and in an amount of coverage acceptable to Owner, shall be provided to Owner no later than fifteen (15) days prior to the date of occupancy of Indian Village by User and shall name Owner, and Owner's officers, directors and employees as additional insureds. No alcoholic beverages shall be consumed, sold, provided or distributed in Indian Village unless the provisions of this paragraph are complied with by User.

IN WITNESS WHEREOF, the parties hereto have executed this Rental Agreement the day and year first above written and accept the terms and conditions as herein stated.

USER

SPONSOR

By: _____

By: _____

Telephone: _____

Telephone: _____

DEL MONTE FOREST CONSERVANCY

By: _____

Tel: (831)373-1274