

THE RANCH

Facility Rental Application

THE RANCH Phone (415) 435-4355 Fax (415) 435-8157

www.TheRanchToday.org

This is an application only. Your application will be reviewed and confirmed or denied within ten (10) working days in writing. Please do not announce your event date(s) until your rental and event has been confirmed by The Ranch.

Name of Organization/Applicant: _____

Applicant serving as representative day of the event (if different than above): _____

If nonprofit, please list nonprofit tax id: _____

Type of Event: _____ Number of Attendees: _____

Address of Applicant _____ City _____

Zip Code _____ Email _____

Home Phone _____ Cell Phone _____

Desired Dates Of Use:

DAY	DATE	HOURS (must include your setup and cleanup time)		DAY	DATE	HOURS
		to				to
		to				to
		to				to
		to				to
		to				to
		to				to

Please circle the following questions relating to your event:

Is the event open to the public? Yes No

Will food be served? Yes No

Name of Caterer _____

Will food be sold? Yes No

Will decorations be displayed? Yes No

Will alcoholic beverages be served? Yes No

Will alcoholic beverages be sold? Yes No

If so, ABC permit number _____

Do you plan to purchase required insurance from the City/Town? Yes No

Please designate which facility you would like to rent by checking the box

Dairy Knoll Center

600 Neds Way, Tiburon

(2 room minimum on weekends)

- Room 1 - 49 person Max, 840 sq ft
- Room 2 - 49 person max, 840 sq ft
- Kitchen - included in rental
- The Patio - included in rental

Free Equipment Available Amount Requested:

8' x 30" tables (10) _____
Chairs (100) _____
Projection Screen _____
Children's Tables (5) _____
Children's Chairs (30) _____

Belvedere Community Center

Entrance to center on Community Rd.

450 San Rafael Ave. Belvedere

2330 sq. ft. for entire facility

(full facility rental on weekends)

- Dance Room - 60 persons seated
- Recreation Room - 60 persons seated
- Founder's Room - 25 persons seated
- Commercial Kitchen
- Entire Facility (2330 sq ft) weekend requirement

Free Equipment Available: Amount Requested:

8' x 30" tables (12) _____
5' round tables (10) _____
Chairs (80) _____
Projection Screen _____

HOLD HARMLESS AGREEMENT

As an applicant for the use of City / Town facilities, I hereby agree to assume all risks for loss, damage, liability, cost or any expense that may arise during or be caused in any way by use or occupancy of any area or facility of the City / Town. I further agree that in consideration of being permitted to use said facility, I will hold the City of Belvedere, or Town of Tiburon and The Ranch its officials and employees free and harmless from any loss, claim, liabilities, damages, and/or injuries to persons and property occurring during applicant's use or occupancy of said facilities or nearby premises. I further agree that I will provide public liability insurance as stated in "applicants understanding of responsibility" procedures with the City of Belvedere, or Town of Tiburon and The Ranch named as additional insured to be submitted no later than one week prior to the rental date.

MANDATORY ARBITRATION OF CLAIMS AGAINST CITY

It is hereby expressly understood that any claim asserted against the City or Town by the undersigned participant, either on behalf of him/herself or on behalf of another person, on account of bodily injury, mental disturbance, death or property damage, sustained as a result of, or for any reason connected with the use of City, or Town, or Ranch property, facilities, or programs pursuant to this rental contract will be determined by submission to arbitration as provided by California law, and not by a lawsuit or resort to court proceedings.

The City, or Town, or The Ranch and the undersigned by execution of this contract are giving up their constitutional right to have any dispute decided in a court of law before a jury and instead are accepting the use of arbitration.

I HAVE READ THE ATTACHED PAGES OF RULES AND REGULATIONS AND AGREE TO ABIDE BY THEM AS STATED.

Signature of Applicant _____ Date _____

PAYMENT METHOD: FULL RENTAL PAYMENT PLUS DAMAGE DEPOSIT DUE AT TIME OF BOOKING

Deposits of \$550 is required for Special Event and Large Group rentals only. Checks only. Deposits will be returned in full after rental if no damages to facility or equipment have been reported.

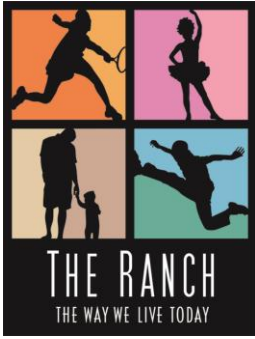
Check Enclosed? Check Number: _____

Please make checks payable to THE RANCH and mail or bring to: The Ranch 600 Ned's Way, Tiburon, CA 94920

FOR OFFICE USE ONLY

RECEIVED BY _____ ON (DATE) _____ / PROCESSED BY _____ / FACILITY

ATTENDANT _____



FACILITY RENTAL APPLICANT'S UNDERSTANDING OF RESPONSIBILITY

APPLICATION / RESERVATIONS

Please bear in mind that this is an application *only*. Your application will be reviewed and confirmed or denied within ten (10) working days. *Please do not announce your event date until The Ranch Staff has confirmed your event.* Reservations will be accepted up to one year in advance, but must be made at least one (1) month in advance to allow adequate time for processing.

APPLICANT

Applicant must be 21 years of age or older and understands that they or an appointed representative must be present at the beginning of the rental schedule and must be present at the end of the rental schedule for the final inspection.

DAMAGE DEPOSIT *(required for Special Event and Large Groups only)*

A \$550 deposit (check or credit card charge) is required with your application. If the rental is confirmed, your deposit will be processed. The deposit will be returned within 7 days after the activity unless there are deductions for extra clean-up, additional time, or damage to the facility or equipment.

CANCELLATION POLICY

Weekday Meetings and Small Group Cancellations - If the applicant cancels after booking confirmation, there will be no refunds.

Weekend Special Events and Large Group Cancellations - If the applicant cancels after confirmation, half of the deposit will be refunded. If the cancellation occurs at least two (2) months prior to the rental date, the full deposit is forfeited. Transfer of rental dates is treated as a cancellation.

The Ranch reserves the right to cancel any rental agreement if a use is misrepresented and/or if a use is determined to be inappropriate, a high risk liability exposure, or detrimental to the facility. Where there has been a violation of regulations, future rights to use of the facility by the organization may be revoked.

PAYMENT OF RENTAL FEES

Full rental payment must be submitted along with the rental application to secure desired rental date. For weekend rentals, the total rental fee must be paid one month prior to the rental date. Failure to do so may result in cancellation of the rental or an additional late charge of 20% will be applied.

INDEMNIFICATION

The user/renter shall indemnify, defend, and hold harmless THE RANCH, its officers, employees and agents from any and all losses, costs, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time out of or in any way related to the USER/RENTER's use occupancy of a facility or property controlled by THE RANCH, unless solely caused by the gross negligence or willful misconduct of THE RANCH, its officers, employees, or agents.

INSURANCE *(required for rentals over 100 people and/or events serving alcohol)*

Applicant agrees to provide *public liability insurance in the amount of \$1,000,000 with The Ranch and the City of Belvedere (450 San Rafael Ave, Belvedere, 94920) OR the Town of Tiburon, and its agents, named as additional insured* to protect the applicant and

government entity from loss, claim, liabilities, or damages and/or injuries to property or persons attending the function. The insurance information should include an endorsement providing the The Ranch, Town of Tiburon, or the City of Belvedere, its agents, officials and employees, primary and non-contributory coverage for claims, losses, etc. arising from the exercise of the permit. **Proof of insurance must be submitted no later than two weeks prior to the rental date. Applicants unable to obtain the required insurance described herein may purchase a policy from The Ranch.** Please inquire about rates for your event.

INSURANCE REQUIREMENTS

1. General liability insurance: The **(USER/RENTER)** shall procure and maintain, for the duration of the use period contemplated herein, commercial general liability insurance with coverage at least as broad as Insurance Services Office Form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted. If alcohol is sold during the permitted activity, coverage must include full liquor liability.
 - a. Such insurance shall name **(DISTRICT)**, its officers, employees, agents, and volunteers as additional insureds prior to the use of the facility. The **(USER/RENTER)** shall file certificates of such insurance with the **(DISTRICT)**, which shall be endorsed to provide thirty (30) days’ notice to the **(DISTRICT)** of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not on file prior to the event, the **(DISTRICT)** may deny access to the facility.
 - b. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders’ Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best’s Key Rating Guide, unless otherwise approved by the **((DISTRICT))**’s self-insurance pool.
 - c. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the **(USER/RENTER)** maintains higher limits than the minimums shown above, the **(DISTRICT)** requires and shall be entitled to coverage for the higher limits maintained by the **(USER/RENTER)**. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to **(DISTRICT)**.

COMPLIANCE WITH ALL APPLICABLE LAW, RULES, & REGULATIONS

1. A **(USER/RENTER)** shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings.
2. The **(USER/RENTER)** agrees to abide by all applicable local, federal, and state accessibility standards and regulations.
3. The **(USER/RENTER)** further agrees that it is solely responsible for reviewing and ensuring compliance with all applicable public health rules, regulations, orders, and/or guidance in effect at the time of the use of the facility including, but not limited to, physical distancing, limits on the size of gatherings, use of appropriate sanitation practices, etc.
4. **(DISTRICT)** reserves the right to immediately revoke **(USER/RENTER)**’s right to use of the facility under this agreement should **(USER/RENTER)** fail to comply with any provision of this section.

FORCE MAJEURE

1. Force Majeure Events: Notwithstanding anything to the contrary contained in this agreement, the **(DISTRICT)** shall be excused from its obligations under this agreement to the extent and whenever it shall be prevented from the performance of such obligations by any Force Majeure Event. For purposes of this agreement, a “Force Majeure Event” includes but is not limited to fires, floods, earthquakes, pandemic, epidemic, civil disturbances, acts of terrorism, regulation of any public authority, and other causes beyond their control. The **(USER/RENTER)** waives any right of recovery against **(DISTRICT)** and the **(USER/RENTER)** shall not charge results of “acts of God” to **(DISTRICT)**, its officers, employees, or agents.

SET-UP / CLEAN-UP & OPTIONAL CUSTODIAL FEE

Renters are responsible for clean up of their events and must end by rental end time. Facility shall be left in the condition it was found. Trash shall be placed in dumpster. **Custodial services for event rentals are an additional cost of \$75. Custodial services include; table and chair set up, breakdown of all tables and chairs, floor cleaning, bathroom cleaning and emptying of trash.** If you do not choose the Custodial Services, your group is responsible for setting up, breaking down, and cleaning up after your rental.

LATE FEES

Applicant understands that if event does not end or clean-up responsibilities are not completed by the time stated in the rental permit, the hourly rate is doubled.

MUSIC

Applicant understands that all music must end by 10:00pm, in deference to residents near the facility, and the loudness will be controlled by the staff on duty. Live and/or amplified music must be at a volume that is contained inside the building.

ALCOHOL POLICY

Alcoholic beverages may be served *only* if the Ranch office has on file an Insurance Certificate that names The Ranch and the City of Belvedere or Town of Tiburon as an additional insured for \$1,000,000 to protect the applicant and City or Town from loss, claim, liabilities, or damages and/or injuries to property or persons attending the function.

The sale of alcoholic beverages also requires a license from the Alcohol Beverage Control (ABC) Commission and will be the responsibility of the renter to procure. If alcohol is being sold, (only nonprofit organizations are eligible), the permit to sell must be on file one month prior to your event.

Staff can provide you with information on how to procure insurance and an ABC license for your rental. Please ask for assistance.

RESERVE THE RIGHT TO CANCEL

The Ranch reserves the right to cancel any rental agreement if a use is misrepresented and/or if a use is determined to be inappropriate, a high risk liability exposure, or detrimental to the facility. Where there has been a violation of regulations, the entire deposit shall be forfeited.

DECORATIONS

Table cloths are recommended. Decorations are limited to nonflammable materials that can be displayed without the use of thumbtacks, nails, bolts, screws, or cellophane tape. Decorations and equipment may not be stored prior to the reservation date and time. No crepe paper, confetti or silly string is allowed, and tablecloths may not be stapled to tables. Painters putty or painters tape is recommended.

NO SMOKING

Smoking is *not* permitted inside the facilities.

ANIMALS RESTRICTED

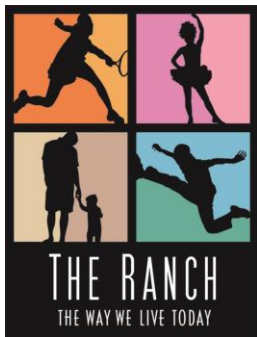
Service animals only.

NON-DISCRIMINATION

No qualified individual with a disability shall, by reason of such disability, be excluded from participation in or denied the benefits of the services, program, or activities offered by any group using the facilities.

I have read and understand the *Facility Rental Application Understanding of Responsibility*

Name: _____ Signature: _____ Date: _____

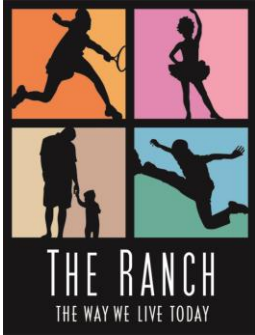


WEEKEND SPECIAL EVENT & LARGE GROUP FACILITY RENTAL RATES

Including but not limited to weekend; birthday parties, weddings, memorials services, and religious celebrations.
Commercial Rates are applied to individuals or groups conducting an activity for profit or for profit companies.

<p style="text-align: center;">Belvedere Community Center 450 San Rafael Ave, Belvedere (entrance on Community Rd)</p> <p>2330 sq ft, Moveable walls between Recreation and Dance rooms. Max 145 people REQUIRES A 4 HOUR MINIMUM AND FULL FACILITY RENTAL</p> <p><u>Entire Center Rental Rates:</u> \$120/hr (Resident/ Non-Profit) \$200/hr (Non-resident/ Commercial) \$75 Optional Custodial Fee - see pg .5</p>	<p style="text-align: center;">Dairy Knoll 600 Neds Way, Tiburon</p> <p>2310 sq ft Moveable walls between all rooms Max 149 people (up to 250 w portable toilets) 23 parking spaces REQUIRES A 4 HOUR MINIMUM AND MINIMUM OF ROOM 1&2 RENTED</p> <p><u>2 Room Rental Rates:</u> \$80/hr (Resident/ Non-Profit) \$90/hr (Non-resident/ Commercial) \$75 Optional Custodial Fee - see pg. 5</p>
Founders Room 25 max	Room 1 49 max
Recreation Room 60 max	Room 2 49 max
Dance Room 60 max	Kitchen (free w/ Entire Center rental)
Commercial Kitchen (free with rental)	

WEEKDAY MEETINGS AND SMALL GROUP



FACILITY RENTALS

These rates apply to weekday rentals or small weekend meetings. Minimum 2 hour rental for all facilities.

Commercial Rates are applied to individuals or groups conducting an activity for profit or for profit companies.

<p style="text-align: center;">Belvedere Community Center 450 San Rafael Ave, Belvedere (entrance on Community Rd)</p> <p>2330 sq ft Moveable walls between Recreation and Dance rooms.</p> <p>Per Room Rental Rates: \$25/hr (Resident/ Non-Profit) \$35/hr (Non-Resident/ Commercial) \$75 Optional Custodial Fee - see pg. 5</p>	<p style="text-align: center;">Dairy Knoll 600 Neds Way, Tiburon</p> <p>2310 sq ft Moveable walls between all rooms 23 parking spaces</p> <p>Per Room Rental Rates \$25/hr (Resident/ Non-Profit) \$35/hr (Non-Resident/ Commercial) \$75 Optional Custodial Fee - see pg. 5</p>
Founders Room 25 seated	Room 1 49 max
Recreation Room 60 max	Room 2 49 max
Dance Room 60 max	Kitchen
Commercial Kitchen	