Mammoth Museum at the Hayden Cabin is operated by the non-profit 501(c)3 Southern Mono Historical Society and is located on Forest Service land. The Southern Mono Historical Society reserves the right to terminate use of the Hayden Cabin grounds to any organization or individual that violates the following policies and procedures. By submitting payment to Southern Mono Historical Society you are accepting the Event Rules, Regulations & Release. I/We understand that the parties hereby released accept no liability of any sort by reason of said use and occupancy of the premises. I/We declare that the terms of this use agreement have been completely read and are fully understood and are voluntarily accepted.

\_\_\_\_\_ (Client/s Initials)

#### **VENUE RENTAL FEE**

The grounds rental fee is \$2,600.00. An \$800.00 refundable security deposit will be returnable to the client (s) up to two weeks after the event has been held once property has been inspected for any potential damage from the event or wedding. Grounds rental fee and refundable security must be paid in full to reserve your event date. You will receive email confirmation upon payment receipt. We accept personal checks and credit card payments. Please make checks payable to Southern Mono Historical Society and send to:

Southern Mono Historical Society

P.O. Box 65

Mammoth Lakes

#### **CANCELLATIONS**

CA 93546

We understand that sometimes it is necessary to change or cancel a reservation. All cancellations or reservation changes must be made in writing. The Client is responsible for verifying that the Southern Mono Historical Society has received their cancellation letter. Within 30 Days of event date we cannot refund any advance payment for a canceled reservation unless the museum is re-rented for the entire period and prepayment has cleared. We will make every effort to re-book the facility; however, if it is not re-booked, you forfeit all monies paid. If a cancellation is successfully re-rented, all rental fees and security deposit will be refunded, less a \$100 cancellation fee. Security Deposit is fully refundable prior to event. If for any reason the Southern Mono Historical Society is unable to fulfill its obligations under this contract, all deposits will be returned to Client. The Southern Mono Historical Society will not be held responsible for failure to provide basic facilities and services due to emergencies, catastrophes and interruptions of public utilities. If force majeure or act of God were to occur preventing the event from taking place as scheduled, the Southern Mono Historical Society will allow for the event to be rescheduled, pending availability, with no penalty. Last minute inclement weather will NOT be considered for refunds. Please review the following:

- 120 days prior to event date 25% Rental Fee Non-Refundable
- 91-119 days prior to event date 30% Rental Fee Non-Refundable
- 61-90 days prior to event date 60% Rental Fee Non-Refundable
- 31-60 days prior to event date 75% Rental Fee Non-Refundable

CANCELLATIONS DUE TO COVID-19 RESTRICTIONS: In the event your wedding or event must be cancelled due to State or County Health Dept. pandemic restrictions, a full refund of the grounds rental fee and security deposits will be made. If you cancel your event due to uncertainty regarding pandemic restrictions, the

above stated refund policies will apply, so it will be important for you to pay close attention to the "days prior to the event date" stipulations. If your wedding or event is postponed and rescheduled due to the pandemic, your funds will be applied to your new scheduled date.

#### **INDEMNIFICATION**

Client agrees to indemnify, defend, and hold harmless Southern Mono Historical Society, its landlord, officers, employees, and agents 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 by Client, its employees, invitees, and agents of alcoholic beverages on the grounds of the Hayden Cabin. The Client also agrees to indemnify and hold harmless the Southern Mono Historical Society, its officers, agents, and employees against any and all liability, claims, actions, demands, or losses of any kind or nature that may occur or be claimed with respect to any person or persons, corporation, property or chattels, on or about the grounds of the Hayden Cabin or to the property itself resulting from any act done, or omission by or through the Client, its agents, contractors, employees, guests, invitees, or any person on the grounds of the Hayden Cabin by reason of Client's use or occupancy thereof. These may include, but are not limited to accident, injury or damage to property arising from any act of the Client's guests whether intentional or negligent, which occur during use.

#### **SECURITY**

Southern Mono Historical Society, does not accept any responsibility for damage to or loss of any articles or property left at Mammoth Museum or on the grounds of the Hayden Cabin prior to, during or after the event. The Client agrees to be responsible for any damage done to Mammoth Museum, the Hayden Cabin or the grounds of the Hayden Cabin by the Client, its guests, invitees, employees or other agents under the Client's control or direction. At all events, the Southern Mono Historical Society will appoint a representative to be in charge of the event, open and close buildings, and be available during the event. Certain events that end after dark may be required to have security personnel present. The Southern Mono Historical Society is not responsible for security. All security costs are the responsibility of the Client. Client agrees that Southern Mono Historical Society staff may enter and exit the premises during the course of the event. A representative of Southern Mono Historical Society will be on site during your entire event and will be checking periodically with the responsible parties to ensure everything is running smoothly. Staff will also be checking the museum restrooms, the overall premises, lights, electrical, etc., and will be available for questions or to respond to your needs or any issues that may arise at any time during your event.

#### **EVENT PLANNER/COORDINATOR**

The Southern Mono Historical Society requires that all events with a guest list of more than 75 be managed by a professional event planner/coordinator retained by the Client that will work closely with Southern Mono Historical Society event staff. The Southern Mono Historical Society reserves the right to approve Client event planner/coordinator. If the Client selects a planner/coordinator that is new to our facility, that planner/coordinator must meet with our event manager to familiarize themselves with the facility's rules and to view the facility not less than 2 weeks prior to your event. The Client planner/coordinator will provide event timeline/schedule and floorplan for the event to Southern Mono Historical Society event staff one (1) week or sooner prior to event date.

#### **ALCOHOL**

As the host of a private party, Client acknowledges responsibility for the proper and lawful consumption of alcoholic beverages on the grounds of Hayden Cabin during the duration of the event described in this contract. Alcoholic beverages cannot be self-served. The catering service and its agents will exercise due care in serving alcoholic beverages, and will refuse service to any person appearing to be under the age of 21 or any person who appears to be intoxicated. Identification and proof of age will be requested from any person who appears to be under 21 years of age. Alcoholic beverages will be removed from anyone believed to be a minor or from any intoxicated person. Client shall monitor all service of alcohol and specifically acknowledges that Client is solely liable for the consumption of any alcohol by any person on the premises and that such liability shall extend to any aspect regarding the consumption of alcohol. Southern Mono Historical Society staff may ask guests for identification to verify age and reserves the right to ask the entire party to leave if (1) a minor is consuming alcohol; (2) an adult is providing alcohol to a minor; or (3) a guest or guests appear intoxicated and refuses to leave the premise. Southern Mono Historical Society must receive proof in advance that you or persons contracted by you have valid licenses and permits for selling and/or serving alcoholic beverages. The Client agrees to fully cooperate with and assist Southern Mono Historical Society, the catering service, and its agents in enforcing the laws and the policies of the Southern Mono Historical Society regarding the consumption of alcoholic beverages. Vendor staff may not consume alcoholic beverages while on the premises during an event. It is Client's responsibility to dispose of any leftover beverages properly in containers and remove from the premises. The pouring of any beverages other than water onto grass, in bushes, on trees, in creek, or anywhere at the Hayden Cabin grounds will result in an extra clean-up charge. A special daily alcohol license for the day of your event will be included in the facility rental fee.

#### **CATERING**

Southern Mono Historical Society reserves the right of final approval of all outside caterers and any other vendors selected for the event. If the Client selects a caterer that is new to our facility, that caterer must meet with our event manager to familiarize themselves with the facility's rules and to view the facility. This can be done through your event planner/coordinator. The Hayden Cabin is a 100 year-old historic structure with limited electricity and for that reason it is necessary that caterers provide their own power source. All event trash must be disposed of in designated areas at the conclusion of the event, and may not be left on the premises overnight. The use of recycling receptacles is encouraged.

#### **SMOKE FREE FACILITY**

Mammoth Museum and the grounds of the Hayden Cabin are a smoke free facility. Hayden Cabin is a potentially flammable 100 year-old historic structure. Open flames, frying, or other cooking is not allowed near the museum or on the grounds of the Hayden Cabin. Smoking is not permitted at the Mammoth Museum or on the Hayden Cabin grounds or surrounding areas. If smoking materials are discarded in planters, on grass, roadways, trail or grounds, an extra cleanup charge will be imposed. Any guests violating the smoking restrictions will be asked to vacate the premises by the event staff.

#### **REHEARSAL**

The Client is welcome to use the facility for a ceremony rehearsal prior to the wedding. However, ceremony rehearsal times must be approved by the Southern Mono Historical Society event staff and must be scheduled so

that the rehearsal does not interfere with daily museum operations or any other events that may be occurring. Use of the facility for your rehearsal (up to 1.5 hrs.) is included in the grounds rental fee.

#### REHEARSAL DINNER

Rehearsal Dinners are permitted to be held at the grounds of the Hayden Cabin (if available) under separate agreement, and separate fee. Discounts may apply for Clients contracting with the Southern Mono Historical Society for their main reception site.

#### MUSIC AND ENTERTAINMENT

Please be aware Mammoth Museum at the Hayden Cabin is located in the town of Mammoth where noise regulations do apply. If Client's event creates a disturbance due to high noise volume, the Southern Mono Historical Society on-site staff has full authority to ask the Client's DJ or live music provider to turn the entertainment volume down and/or off. If repeated disturbances occur, at the Southern Mono Historical Society's sole discretion, client 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 Client (including the refundable security deposit). Loud music must end by 10:00 PM. DJs, bands and musicians that abuse our usage rules will not be allowed back. The Client is responsible for ensuring that music providers understand these conditions.

#### TENT AND OTHER RENTALS

Tents and other rentals are not included in the rental fee. Southern Mono Historical Society strongly recommends tent rental due to the unpredictability of our mountain weather and the comfort of your guests. Tents shall be limited to 30'x90'. Use of the Southern Mono Historical Society's "Temple of Folly" tent is available for your event use at the rental fee rate listed below.

### Party & Equipment Items

Tent (Temple of Folly)-when used in conjunction with a	
wedding	\$250
Tent (Temple of Folly) – used entirely for wedding.	\$750
Dance floor with subfloor (12'x12')	\$350
Green Resin Chair	\$3 each
66" Round Table	\$15
Outdoor Screen and Projector	\$150
Public Address System	\$100
Barbecue	\$75
Pagoda Style Tent (10'x10')	\$100
Solar LED pathway lights	\$2 each
Tabletop Heaters	\$40 each
Napoleon Flame Decorative heater (including fuel)	\$250
Battery Operated Lanterns	\$3 each
Candles (flameless)	\$3 each
Wine Barrels	\$25 each
Plank Table Tops	\$25 each
Rustic Beer Bar	\$75

#### **SET UP AND BREAK DOWN**

Mammoth Museum at the Hayden Cabin is open to the public Memorial Weekend through end of September daily 10am-6pm. The Client and/or their contracted event planner/coordinator must oversee and conduct set up in a courteous manner during the set up and decoration process while on the grounds at Mammoth Museum at the Hayden Cabin. All vendors must limit parking for deliveries in the dirt driveway and may not drive on the grass lawn areas. Public parking in the museum parking lot is limited and Client must yield 50% to public access. Client and vendors must bring all tools, equipment, emergency, clerical, and personal items necessary to accommodate themselves, their invitees, guests, and employees during event set up so as not to disturb museum employees during daily operation. We encourage and welcome Client guests to come in, sign guest registry and to take a tour of the interior of the museum and gift shop. Southern Mono Historical Society event staff will be on site or available by phone or text during your event set up process and will be checking periodically with the responsible parties to ensure everything is running smoothly. You are allowed access to the Hayden Cabin grounds for event decoration at 7:30AM the day of event. Every effort will be made to allow tent set up only to occur the day before your event. However, other functions at Mammoth Museum at the Hayden Cabin may result in limited time slots available for tent set up the day prior to your event and for this reason advance tent set up scheduling must be made with the Southern Mono Historical Society event staff. Absolutely no décor items including furniture pieces may be set up or stored at the Mammoth Museum or on the Hayden Cabin grounds prior to the day of the event. Decorations, linens, and other items provided by the Client may be set up at 7:30AM on the day of event and must be removed no later than the conclusion of the event; otherwise charges may apply for removal and storage of these items. The Southern Mono Historical Society takes no responsibility for securing said items nor is Southern Mono Historical Society responsible for any damage or loss. In the event Southern Mono Historical Society staff is asked to assist in the preparation or transport of items needed for the event, the Client will be billed and hourly rate of \$20 for this service. The event facility and grounds will be in a clean and well-maintained condition prior to your event. Mammoth Museum at the Hayden Cabin is a Forest Service owned 100-year old historic structure located on US Forest Service land. You are required to return the space to the same clean and well-maintained condition in which it was found. You are required to return any and all grounds items (picnic tables, wine barrels, bar, etc.) to the same location they were found and in the same clean well-maintained condition they were found if they were moved by you. All trash must be collected, properly bagged, and removed from the venue by the Client, its caterer, or vendors. There is limited trash accepted in the Museum dumpster. Make sure all rental equipment (tents, tables, chairs, and furniture pieces) are left neat at the conclusion of event and removed from the site no later than 10AM the morning after your event. Event trash on the grounds, trails, roadways and lawn (including cigarette butts and decorative flowers/greenery) must also be cleaned up and placed in designated disposal containers or removed from venue. If signs were placed in the area, they must also be removed. Southern Mono Historical Society staff are not responsible for checking in, checking out or signing for delivery or pick up of any items brought into or removed from the facility by rental companies hired by the Client. All packing materials and excess materials (such as bubble wrap, boxes, hangers, wrapping paper, etc.) created by Client deliveries must be removed and disposed of by Client's rental companies. No storage space is available on site. Client should plan and prepare accordingly. Parking within Mammoth Museum at the Hayden Cabin grounds will be limited to twenty (20) minute loading and unloading only with special care and caution given to avoidance of shrubs, grass, sprinklers, public access, etc. Mammoth Museum at the Hayden Cabin provides the use of one (1) hand cart for Client or vendor transportation of equipment, tools, decorations, etc. Client agrees to work with the Southern Mono Historical Society to preserve and protect all buildings and US Forest Service land. Any truck

or trailer used by Client or vendors to store dirty dishes, lines, decorations, etc. at the conclusion of the event must be removed from the Hayden Cabin grounds and parking lot. No overnight parking is permitted.

#### **PARKING**

Mammoth Museum at Hayden Cabin is located on a rural gravel driveway in the Town of Mammoth Lakes. Parking is extremely limited on site. A parking attendant will be required for any group of over 40 guests. This ensures that only designated areas will be used and that damage to native shrubbery and grass is avoided. The road leading into the Hayden Cabin must be clear at all times for emergency vehicle access. Vendors and guests are encouraged to carpool whenever possible to minimize congestion in the parking areas and on our roadways. Five (5) ADA parking spaces will be available in the Museum parking lot, for vehicles displaying the appropriate identification. A parking plan must be submitted in writing to Southern Mono Historical Society (1) week prior to event. Additional parking may be available at Sierra Meadows Ranch with prior approval. Contact Sierra Meadows Ranch at 760-934-6161. Pick-up and drop off of guests unable to walk into the event is permitted, but vehicles doing so must park off site.

### **PORTABLE BATHROOMS**

The Southern Mono Historical Society event grounds rental fee includes one (1) portable ADA bathroom and handwashing station for up to 40 guests. It is the responsibility of Client to provide additional one (1) bathroom for each additional 40 guests.

#### **UNFORSEEN EVENTS**

Client agrees that Southern Mono Historical Society and its officers shall not be liable for losses, damages (including attorney's fees, court costs, and consequential damages), detention, delay or failure to perform in whole or in part resulting from causes beyond its control, including but not limited to acts of God, fires, weather conditions, power outages, inability to obtain supplies or requirements including any local legislation regarding liquor license requirements. Delays or non-performance excused by this provision shall not excuse payment of any amount owed by the Client at the time of said occurrence. If an event is cancelled in whole or in part because of a force majeure condition, Southern Mono Historical Society will allow for the event to be rescheduled, pending availability, with no penalty. Last minute cancellations of outdoor site use due to inclement weather will not be considered for refunds. For the safety of all involved, should hazardous weather occur, such as earthquake, severe thunderstorm, lightning strikes, etc., the Southern Mono Historical Society reserves the right to mandate taking shelter, stop alcoholic beverage serving, and require bands and musicians to switch to acoustic entertainment only, adjust volumes or terminate recorded music until hazardous weather is deemed no longer a threat. If hazardous weather requires the evacuation of our property for the safety of our guests, the event will be terminated, and guests will be required to vacate the premises.

#### **SEVERABIL**ITY

If any provision of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction (the grounds of the Hayden Cabin are US Forest Service property) finds that any provision of this contract is invalid or unenforceable, but that by limiting such provisions it would become valid and enforceable, then such provisions shall be deemed to be written, construed, and enforced as so limited.

#### **ENTIRE AGREEMENT**

This contract contains the entire agreement between the parties and there are no other promises or conditions in any other agreement whether oral or written. This agreement supersedes any prior written or oral agreements between the parties.

#### **AMENDMENT**

This agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

#### "AS IS" CONDITION

Mammoth Museum at the Hayden Cabin is a 100-year old historic structure and at this time electrical resource and electrical outlets are limited. Each outlet on the premises provides 15amps of electricity and for this reason Southern Mono Historical Society urges Client vendors to provide their own power source such as a GRCI/UL certified generator. A great deal of volunteer work and effort goes into the care and preservation of the cabin and its surroundings. The Client recognizes that, as such, the facility is accepted "as is" and "with all faults".

#### **RULES AND REGULATIONS**

- No food or drink inside the Mammoth Museum at the Hayden Cabin.
- No equipment or material may be affixed to buildings.
- No climbing on building or roof.
- No moving or removing artifacts or exhibits on the Mammoth Museum at the Hayden Cabin grounds.
- No material such as sawdust or wood chips may be placed on grounds.
- No rice, confetti, glitter, synthetic flower petals or birdseed is allowed on grounds.

Your grounds rental fee goes directly toward the further preservation and protection of Mammoth Museum at the Hayden Cabin to enhance public knowledge of the history of the southern Mono County region and the collection, interpretation, and display of artifacts pertaining to such history and culture! We appreciate you choosing the facility grounds for your special event and look forward to sharing this time with you. After you have read all rules, regulations, and release carefully please sign and return. Thank you.

Number of guests	Event Date/Time	Rehearsal Date/Time	
Bride	Groom		
Print Name of Client (Person financially responsible for event)		Signature of Client	Date
Name, phone number, email	of Client (Person financially resp	onsibility for event)	

Name, phone number, email, website of professional event planner/coordinator

Signature of Southern Mono Historical Society Event Manager	Date	

ITEM	PRICE	DUE	PAID Y/N	STAFF INITIALS
Facility Rental Fee	2,600.00			
Security Deposit	800.00			
Tent/Equipment Rental Fee				
Rehearsal Dinner				
Misc. Add-ons				

#### **CONTACTS**

Southern Mono Historical Society Facility Coordinator: info@mammothmuseum.org

Mammoth Museum at the Hayden Cabin: 760-934-6918

#### **Transportation**

Eastern Sierra Transit Authority <u>www.estransit.com</u> 1-800-922-1930 Mammoth All Weather Shuttle <u>www.mawshuttle.com</u> 760-709-2927 Mammoth Taxi <u>www.mammoth-taxi.com</u> 760-924-TAXI

#### **Overflow Parking**

Sierra Meadows Ranch www.sierrameadowsranch.com 760-934-6161

#### **Portable Bathrooms**

Mammoth Disposal 760-934-2201 Preferred Septic (Bishop) 760-873-5699

### **Event Planners/Coordinators**

Greenfox Events <u>www.greenfoxevents.com</u> 760-709-6744 Doorstep Deliveries <u>www.doorstep-deliveries.com</u> 760-934-3463

### **Tent/Equipment Rentals**

Convict Lake Resort Rentals <a href="www.convictlake.com">www.convictlake.com</a> mike@convictlake.com 760-382-1710 Camelot Party Rentals (Reno, NV) <a href="www.camelotpartyrentals.com">www.camelotpartyrentals.com</a> 775-355-9004

### **Photographers**

Desert Paint Brush jaymie@desertpaintbrush.com Kendra Knight kendra@bluebirdimaging.com