



**Old Whaling Station Adobe & Gardens
391 Decatur Street, Monterey, CA 93940
Phone: 831-375-5356; Fax: 831-375-3739
admin@jlmontereycounty.org**

RENTAL AGREEMENT

THIS RENTAL AGREEMENT is entered into by and between the Junior League of Monterey County, Inc. (JLMC) and _____ (Renter), on the following terms and conditions:

1. Renter shall have the right to use the premises located at 391 Decatur Street, Monterey, California, commonly referred to as the "Old Whaling Station" (OWS or OWS premises), on _____ (date) from _____ am / pm until _____ am / pm.

2. During the term of this Rental Agreement, Renter shall use the OWS exclusively for the purpose of _____, and for no other purpose.

3. Renter agrees to pay to JLMC for the use of the OWS, as set forth above, a total rental fee of \$_____, payable one-half on signing of this Rental Agreement, and the balance to be paid no later than 30 days prior to the agreed upon rental date. Additionally, Renter agrees to pay to JLMC a security deposit in the amount of \$1,000 no later than 30 days prior to the agreed upon rental date.

4. At least 30 days prior to the rental date, Renter must provide to JLMC, at Renter's cost, a certificate of liability insurance for \$1,000,000 naming the JLMC and the State of California Parks and Recreation Department as additional insured. The certificate must include a provision that the insurer will not cancel or reduce the insured's coverage without 30 days prior written notice to JLMC. The location of the additional insurance shall be the Old Whaling Station premises at 391 Decatur Street, Monterey, California. Coverage must be provided for each 24 hour period of the rental agreement. Any liability insurance proceeds received by JLMC as a result of the total or partial destruction of the OWS, as set forth on Exhibit "A," hereto, shall belong entirely to JLMC, free from any claims of Renter, to be used as JLMC, in its sole discretion, deems appropriate.

5. Renter acknowledges and confirms that Renter has been provided, and has read, the document entitled "Old Whaling Station Information and Policies," a copy of which is attached to this Rental Agreement as Exhibit "A," and which is incorporated into this Rental Agreement as though set forth in full at this point. Renter further expressly acknowledges Renter's understanding that the provisions of Exhibit "A," attached hereto, are an integral part of this Rental Agreement. Renter shall comply with all of the terms, conditions and policies set forth on Exhibit "A," and made a part of this Rental Agreement. Renter further acknowledges and agrees that if Renter fails to comply with any of the terms set forth in Exhibit "A," that JLMC, in JLMC's sole discretion, may retain a portion or all of Renter's security deposit.

6. Renter shall not commit, nor permit any guest to commit, any nuisance, lewd act, or unlawful act on the OWS premises. If any such nuisance, lewd act, or unlawful act is committed on the OWS premises during the term of this Rental Agreement, JLMC, in JLMC's sole discretion, may retain a portion or all of Renter's security deposit.

7. Renter accepts the OWS premises, as well as the improvements, inventory and facilities located on the OWS premises, in their present condition, and acknowledges that such improvements, inventory and facilities are in a good, clean, safe and tenable condition as of the date of signing this Rental Agreement. A copy of the OWS Inventory list will be provided to Renter for review prior to signing this Rental Agreement.

8. Renter and Renter's agents, employees, representatives and invitees shall indemnify, defend and hold JLMC, its employees, agents, assigns and property of JLMC or property in which JLMC has an interest, including, but not limited to the OWS, free and harmless from all claims, liabilities, loss, damage or expenses resulting from Renter's use of the OWS premises.

9. The laws of the State of California shall apply in any legal action concerning this Rental Agreement, the rights and duties of the parties pursuant to this Rental Agreement, and the premises subject to this Rental Agreement. Any such legal action shall be filed in Monterey County.

10. Except as otherwise provided by law, any notices or other communications required by this Rental Agreement shall be in writing, and delivered or mailed via U.S. Mail to JLMC and/or Renter at the following addresses:

JLMC Junior League of Monterey County, Inc.
391 Decatur Street
Monterey, California 93940.

Renter (printed name) _____

Authorized agent _____

Mailing address _____

Email address _____

Phone number(s) _____

11. This Rental Agreement is a license only, permitting Renter to use the OWS premises in accordance with the terms and conditions of this Rental Agreement, and does not create an interest in the OWS premises or the improvements located on the premises.

Date: _____

Date: _____

JUNIOR LEAGUE OF MONTEREY
COUNTY, INC.

RENTER

By _____
Its authorized agent

By _____
Its authorized agent

For JLMC use only:
CATERER acknowledges receipt of copy of Rental Agreement Date: _____ By _____

EXHIBIT "A"

OLD WHALING STATION RENTAL INFORMATION AND POLICIES

The Old Whaling Station (OWS) is an historic adobe owned by the State of California, and under the jurisdiction of the California Department of Parks and Recreation. The Junior League of Monterey County, Inc. (JLMC) leases and maintains the OWS in accordance with standards and rules promulgated and enforced by the State of California. Any person or entity that rents the OWS for an event must comply with all terms and conditions imposed by the State of California and/or the JLMC.

The following information and policies will be incorporated into, and become a part of, all agreements for the rental of the OWS:

RENTAL FEES AND POLICIES

Saturday	(10:00 am – 11:00 pm)*	\$1,900
Sunday	(10:00 am – 11:00 pm)*	1,900
Friday	(2:00 pm – 11:00 pm)*	1,500
Weekdays Mon-Thurs	(hourly – 2:00 pm – 11:00 pm, \$150 per hour – 2 hour minimum)	
Ceremony Only	(4 hour maximum)	1,000

* The event must end no later than 10:00 pm; clean-up must be completed by 11:00 pm.

A security deposit of \$1,000 is required at least 30 days prior to the rental date. Fifty percent (50%) of the rental fee is required on signing the rental agreement. The balance of the rental fee must be paid in full at least 30 days prior to the rental date.

The initial payment of 50% of the rental fee is non-refundable. However, if the renter provides written notice of cancellation to JLMC at least 30 days prior to the scheduled rental date, the amount paid by the renter to JLMC may be credited toward rental of the OWS on another date within 365 days of the original rental date, as available, and at the rental rate in effect on that future date.

The security deposit will be refunded, less the required Event Monitor's fee (see below), if, in JLMC's sole discretion, the OWS is left in as good of condition at the end of the rental period as it was in at the beginning of the rental period, if the renter has complied with all terms, conditions and policies as set forth herein, and has not committed, nor allowed any guest to commit, any nuisance, acts of lewd behavior or illegal acts during the rental period.

Checks should be made payable to JLMC. Visa, MasterCard and Discover are accepted.

Reservations are not guaranteed until the rental agreement has been signed by all parties, and the initial rental payment has been paid. Checks returned for insufficient funds and credit card transactions that are denied constitute "non-payment." In instances of non-payment, the reservation is not guaranteed, and shall be considered forfeited.

We provide a non-profit rental discount to all 501(c)(3) qualified non-profit organizations. For complete rental policies and fees, please contact the Old Whaling Station administrative office.

WEDDING CEREMONY ONLY EVENTS

For wedding ceremony-only on weekends (Friday-Saturday-Sunday) no food or catering will be allowed. The Renter will be required to set up and clean up after the event. All of the other terms of the policies apply. Please contact the OWS Administrator for guidelines.

EVENT MONITOR

The State of California Department of Parks and Recreation requires that an event monitor be present at every event held at the OWS. The State of California also reserves the right to have a park ranger on site in addition to the event monitor.

JLMC will select and provide the required Event Monitor, and will deduct all event monitoring fees from the renter's security deposit. The Event Monitor's fee is \$35 per hour. In accordance with California labor laws, the Event Monitor will be paid at the rate of \$52.50 an hour for any hours the Event Monitor works in excess of eight (8) hours in one day. The Event Monitor must be on site during the entire term of the Rental Agreement; i.e., from 10:00 am until 11:00 pm, or as otherwise specified in the Rental Agreement.

The Event Monitor has the authority to shut down the event, and may shut down the event, in his or her sole discretion, if, after verbal notice to the renter that the renter, or any of the renter's guests, is not in compliance with any term of the rental agreement, and effective corrective measures are not immediately taken to assure compliance with the term(s) of the rental agreement.

The Event Monitor must shut down the event if the music exceeds the volume or time limits allowed by the City of Monterey.

Two Event Monitors will be required for all self-catering events.

INSURANCE

At least 30 days prior to the rental date, Renter must provide to JLMC, at Renter's cost, a certificate of liability insurance for \$1,000,000 naming the JLMC and the State of California Parks and Recreation Department as additional insured. The certificate must include a provision that the insurer will not cancel or reduce the insured's coverage without 30 days prior written notice to JLMC. The location of the additional insurance shall be the Old Whaling Station premises at 391 Decatur Street, Monterey, California. Coverage must be provided for each 24 hour period of the rental agreement.

CAPACITY

The maximum capacity allowed on the OWS premises, which include the adobe and the gardens, is 125 guests. However, no more than 50 guests may be inside the OWS adobe at any one time, and no more than 15 guests may be upstairs at any one time.

CATERING

You have the option to hire an outside caterer for your special event. The caterer must abide by our guidelines and will be required to attend a preliminary briefing and event walk-through with our Administrator at least one week prior to your event. For a list of preferred caterers, please contact the OWS Administrator.

Another option is a “self-catered” event. Self-catered events are those in which the renter provides the food, sets up for the event and cleans up following the event. No professional caterer is on the premises. The renter may purchase or prepare the food ahead of time and bring it to the OWS. No on-site cooking is allowed. You may use the oven or stove only to warm food for serving.

The self-catered event requirements are set out at the end of this Old Whaling Station Rental Information and Policies.

ALCOHOL

If alcohol is going to be served at an event, it must be served by a California Department of Alcoholic Beverage Control (“ABC”) certified server(s). The renter or the caterer may provide alcohol. Alcohol can be brought in by the renter, but the renter cannot serve it. Guests are not allowed to pour their own alcoholic beverages. Only professional bartender(s) are allowed to pour alcoholic beverages. If the caterer will not be providing the bartender to serve the alcohol, you must hire one yourself. The name of the professional bartender(s) must be provided to the OWS Administrator with a copy of their ABC certification and a certificate of liability insurance. The bartender(s) may not be guests of the event. The Monitor will verify these conditions are met throughout the event.

AMPLIFIED SOUND

Amplified sound must face north or northeast toward Fisherman’s Wharf and the ocean to prevent sound traveling to nearby residential areas across Pacific Street, and must not be audible beyond one block of the OWS premises. Amplified sound *must* cease by 10 pm pursuant to the City of Monterey Code. The music provider must be briefed as to these sound restrictions and agree to comply with them at all times, no exceptions.

CHILDREN

Because the OWS is an historic structure, and the furniture is period furniture, much like a museum, children must be supervised and issues related to children’s behavior on the premises must be addressed. Examples of unacceptable behavior by children (or adults), include, but are not limited to, playing on the stairs, jumping on the furniture, marking on the walls, running on the premises, and climbing or hanging off the trees. Children are not allowed on the second floor of the OWS unless the child is part of the wedding party and is appropriately supervised by an adult. The renter is responsible for the conduct of all guests, including children.

PETS

No animals are allowed on the premises except service animals. Proof must be provided to the Event Monitor that an animal is, in fact, a service animal. If proof is not provided to the satisfaction of the Event Monitor, then the animal will not be allowed on the premises. It is the renter’s responsibility to inform renter’s guests of this policy prior to bringing an animal onto the premises.

DECORATIONS

No decorations may be adhered to the walls of the adobe, either inside or outside. Contact the JLMC office for decorating guidelines.

SMOKING AND OPEN FLAMES

No smoking is permitted on the OWS premises, either inside the adobe or in the gardens. No open flames of any kind are permitted inside the adobe. Candles, in glass candle holders that extend at least one inch above the tip of the candle flame, may be placed on tables located in the gardens.

CLEAN-UP

All trash must be hauled away. The OWS adobe and grounds must be as clean at the end of the rental period as it was at the beginning of the rental period. JLMC will inspect the OWS adobe and grounds to determine whether the security deposit will be refunded, in whole or in part, in JLMC's sole discretion.

Clean-up must be completed, and all persons must be off the premises, by 11:00 pm. JLMC is not responsible for items left on the OWS premises.

JLMC MEMBERS

If a member of the JLMC rents the OWS, the following policies, in addition to those set forth above, shall apply. The JLMC member must sign the rental agreement as the renter, and is subject to all terms and conditions of the rental agreement, even if the member is renting the OWS for the benefit of a third party. The JLMC member-renter must be present throughout the event. The JLMC member-renter may not serve as the Event Monitor. For current JLMC member fees, please contact the JLMC Office Administrator.

SELF-CATERED EVENT REQUIREMENTS

1. Renter will have a team of no less than five (5) persons to set up for, and clean up after, the event.
2. Renter will provide the OWS Office Administrator with the names of the individuals referenced in #1, above, and will designate a person or persons whom the Event Monitor(s) will address if there are questions or issues that arise during the event.
3. Renter is responsible for communicating the terms of the Rental Agreement, which includes the Rental Information and Policies, to any person setting up for the event, working in the kitchen, serving, and/or cleaning up at the end of the event, prior to the time such individual arrives on the premises. If any of these individuals has questions about the OWS Policies and/or the terms of the Rental Agreement, the individual(s) should contact the OWS Office Administrator for clarification prior to the date of the event.
4. Renter is responsible for reviewing the OWS Inventory List with the individuals identified in #2, above, including, but not limited to, the section listing the items that *are not* provided by the OWS.
5. Renter is responsible for removing all items brought onto the premises, all leftover food, and all garbage at the end of the event.
6. Renter is responsible for leaving the premises, including the gardens, in the same or better condition than at the commencement of Renter's contract.
7. Renter is required to haul away all trash off the premises.
8. Two Event Monitors are required for all self-catering events.