



1431 Waverley Street, Palo Alto, CA 94301 | (650) 329-1356 | Office Hours: Monday – Friday, 9 a.m. to 2 p.m.
 rentals@gamblegarden.org | www.gamblegarden.org

APPLICATION AND RENTAL AGREEMENT FOR DAYTIME, WEEKDAY USE OF FACILITIES

BUSINESS NAME _____

NAME OF CONTACT _____

ADDRESS _____

EMAIL _____

TELEPHONE (Cell) _____ (Work) _____

TYPE OF EVENT _____ TOTAL ATTENDING _____

DATE OF USE _____ DAY OF USE _____

RENTAL TIME START: _____ END: _____ TOTAL HOURS: _____

This is when you will have access to the venue. Include time needed for set up, break down, and clean up

• MEETING/EVENT START & END TIMES: _____

ROOM(S) REQUESTED: Carriage House Carriage House Patio Tea House Tea House Patio
 Dining Room Living Room Library

SELECT ONE: SELF CATERED PROFESSIONALLY CATERED DELIVERY N/A

CATERER (if used) _____ Phone _____

RENTAL COMPANY (if used) _____ Phone _____

- I have read and agree to abide by all the terms, rules, and conditions and rental fee schedule terms set forth in the APPLICATION AND RENTAL AGREEMENT furnished to me on _____ and understand that I will be billed for all damages or overtime incurred as a result of my rental use.
- I understand that any breach or violation of this signed agreement shall result in forfeiture of part or all of the Security Deposit.
- I agree that I will furnish my caterer with GUIDELINES FOR CATERERS AND RENTERS and my musicians with GUIDELINES FOR MUSICIANS.
- I agree to select my musicians from the Approved list of Musicians and will not engage any other music performers.
- I further understand that unforeseen problems may warrant relocation of the event to another room from that originally selected.

This Application and Rental Agreement (including the Rules and Conditions of Use) (“Agreement”) constitutes the complete and entire agreement between the parties and is intended by the parties to be the final expression of their Agreement. This Agreement may not be modified, contradicted, added to, or altered in any way by any previous written or oral agreements, representations, or warranties or by any subsequent oral agreements.

Signature: _____

Date: _____

This document is an integral part of the Application and Rental Agreement.

It includes: Rules and Conditions of Use, Reservations and Fees, Important Rules to be Followed, Guidelines for Caterers and Renters, Guidelines for Musicians, and Rental Fee Schedule. Applicant agrees to abide by all the terms, rules, and conditions herein set forth.

RULES AND CONDITIONS OF USE FOR DAYTIME, WEEKDAY USE OF FACILITIES

1. Reservations are accepted on a first-come, first-served basis. Activities, events, and programs sponsored by Gamble Garden takes priority and will be scheduled first, until your reservation is confirmed and fully paid.
2. Fundraising activities for organizations other than Gamble Garden are not allowed.
3. Businesses are not allowed to hold events for which they charge attendees a fee or admissions.
4. Gamble Garden is NOT available for rentals on: Easter Sunday, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Eve/Day, and New Year's Eve/Day.
5. Applications will not be accepted from nor may rental agreements be signed by minors.
6. Rental agreements cannot be transferred, assigned, or sublet.
7. **Gamble Garden is available for daytime, weekday rentals from 9:00 a.m. to 4:00 p.m.**
8. The size of the group and number of events scheduled each month are prescribed by our Use Permit from the City of Palo Alto. A maximum of twenty-five (25) persons is allowed for meetings, retreats, or similar events during the weekday, daytime hours. (Persons are defined as the renter, invited guests, and children over 18 months old.)

FACILITY SPACE AVAILABLE FOR DAYTIME, WEEKDAY USE OF FACILITIES – RESERVATIONS – FEES

FACILITY SPACE AVAILABLE DAYTIME, WEEKDAYS

Rental of Gamble Garden for a meeting held on Monday through Friday, from 9:00 a.m. to 4:00 p.m. includes **one** of the following rooms: The Dining Room, Living Room, or Library in the Main House, or the Carriage House and Patio, or the Tea House and Patio.

CAPACITIES AND FACILITIES DIMENSIONS (50 GUESTS AT ANY ONE TIME, IN TOTAL)

MAIN HOUSE, FIRST FLOOR ONLY (Interior – 889 square feet)

Dining Room (314 square feet)	Capacity: Standing 25	Seated 12
Living Room (322 square feet)	Capacity: Standing 25	Seated 20
Library (253 square feet)	Capacity: Standing 25	Seated 10

CARRIAGE HOUSE AND PATIO (Interior – 532 square feet)

Interior:	Capacity: Standing 50	Seated 25 with tables & chairs, Seated 40 with chairs only
Patio:	Capacity: Standing 50	Seated 50

TEA HOUSE AND PATIO (Interior – 210 square feet)

Interior:	Capacity: Standing 10	Seated 10
Patio:	Capacity: Standing 50	Seated 25

RENTAL FEES DUE WITH CONTRACT:

1. Site Fee (payable to Gamble Garden): \$ see rates below
2. Security Deposit, separate check made payable to Gamble Garden - put the date of your rental on the date line the check – see below, or credit card on file.
3. Insurance Fee – certificate of insurance from business policy naming Gamble Garden additionally insured OR purchase event insurance online (reference page 4 for requirements)
4. POSSIBLE ADDITIONAL FEES
 - OVERTIME: \$250/hour on a full hour basis up until 10:00 p.m.
 - OVERTIME/PENALTY: After 10:00 p.m. renter is charged \$800/hour. Please refer to current “Rules and Conditions of Use”.
 - TREE DAMAGE: Use of fishing line, tacks, nails, staples, etc. is strictly forbidden; violation of this agreement will result in a \$250.00 fine. No helium balloons. Materials used to hang decorations must be removed at the end of the rental and within the rental period.
 - Rental of Chivari chairs - \$5 per chair
 - Garbage Removal: \$75

FACILITY SPACE AVAILABLE FOR DAYTIME, WEEKDAY USE OF FACILITIES – RESERVATIONS – FEES, CONTINUED

2. SECURITY DEPOSIT:

A Security Deposit of \$800 is due with the contract.

Refund of this deposit will be returned within three (3) weeks following the rental. Charges against the Security Deposit will be made for any costs, including but not limited to damages to floors, walls, furnishings, equipment, etc. caused by the renter or his/her agents or guests, violation or breach of the signed Rental Agreement.

Renter is solely responsible and answerable financially for any and all accidents or injuries to persons or property resulting from use of the Gamble Garden facilities. Renter shall be responsible for the control and supervision of all persons in attendance or hired during use of the facility. Renter shall also take care that no damage is done to the facility and that everyone conducts himself or herself in an orderly manner. If damages or behavior of group warrant, renter may be denied further use of the facilities as contracted.

3. INSURANCE: A Certificate of Insurance (COI) meeting the following conditions is REQUIRED:

- \$1 million in liability coverage, minimum
- A- or better AM Best Guide rating insurance provider
- **Named additionally insured: Elizabeth F. Gamble Garden and The City of Palo Alto**

A COI may be obtained through

- The business' own insurance policy (The business named on this agreement)
- HUB Insurance under the City of Palo Alto's policy here: www.eventinsure.com
- Our partner link with The Event Helper: <https://www.theeventhelper.com/#zBFxr5>

- **A copy of the COI must be emailed to rentals@gamblegarden.org.**

One-day event insurance is required by the City of Palo Alto. This must be purchased on your own and the policy must be valid through the date of your event.

ADDITIONAL INFORMATION:

1. One date may be held in advance of the reservation for up to 48 hours; after which the date will be released unless a signed contract and full payment for the date is made and accepted by Gamble Garden.
2. Reservations will be made upon: (1) receipt of a signed and initialed copy of the Application and Contract and (2) receipt of all fees. *Please refer to event reservation date in all correspondence.*
3. One change of reservation date will be allowed if notification in writing is made within thirty (30) days of the original signing of the contract.
4. **The rental period includes:**
 - Equipment delivery (unless delivered prior to your event with advance arrangements made with Gamble Garden).
 - **Set up, and clean up time.**
5. Fees include a Site Supervisor on premises during the event.
6. The annex room of the Carriage House is for equipment storage only and is not part of the Carriage House rental.

CANCELLATIONS:

1. Cancellations must be in writing. Refunds of rental fees will be handled as follows:
 - (a) Cancellation dates will be determined by postmark or date of email.
 - (b) Once the cancellation has been received in writing, the date will be released. If the date is rebooked, one half of the site fee will be refunded as well as the security deposit and insurance fee. If the date is not rebooked, the site fee is forfeited; the security deposit and insurance fee will be returned.
2. Gamble Garden has the right to cancel a rental agreement if, in Gamble Garden's opinion, the facility is unusable due to natural causes, repairs, or renovation. All rental fees paid will be returned to the renter.

WHAT RENTER MUST DO

1. Renter must provide his/her own caterer, preferably selected from the Gamble Garden Caterers List.
Should the renter decide to select a caterer who is not on the Gamble Garden Caterers List, the renter must obtain from that caterer the proper insurance information (Worker's Compensation Policy, Liability Insurance, and a Certificate of Insurance naming both Gamble Garden and the City of Palo Alto as additional named insured and a copy of their current Board of Health Certificate), and submit these documents to the Gamble Garden two months prior to the event. Caterers not possessing this documentation may not cater events at Gamble Garden.
2. The renter must provide the caterer a copy of the Guidelines for Caterers and Renters.
3. If using a caterer, the renter or caterer must provide all his/her own equipment, including tables, chairs, china, glassware, flatware, and linen, in other words, all items to be used during the event (the caterer generally provides this equipment). The annex can store equipment for multiple renters. We cannot store lounge furniture, "farm" tables or benches and chairs that do not fold or stack.
4. Food delivered and self-served (not catered) is permitted and a certificate of insurance is not required.
5. For *SELF-CATERED BUSINESS meetings only*, Gamble Garden can provide the tables and chairs that we have on site **for an additional fee**. Gamble Garden will set-up and break-down **our** tables and chairs at no additional fee.
6. Time for set up and clean up **MUST BE INCLUDED WITHIN THE RENTAL TIME**. The building(s) will be opened by the Site Supervisor and will be ready for occupancy at the time agreed upon, not before. Be advised that it normally takes the caterer, musicians, florist, etc. 1 ½ to 2 hours to complete the set-up for an event and up to one hour to clear tables, clean kitchens, gather garbage and debris, and vacate the premises **AFTER** all guests depart. **RENTER SHOULD CONFER WITH THE CATERER TO BE SURE SUFFICIENT TIME IS ALLOWED WITHIN RENTAL HOURS FOR SET-UP AND CLEAN-UP.**
7. Premises should be left clean and orderly.
 - The renter/caterer is responsible for removal of all decorations and special arrangements.
 - *Caterer* is responsible for removing from the premises all garbage, glass, and debris in garbage bags that they have provided. The renter/caterer must check with the Site Supervisor for a final inspection before leaving the property.
 - Garbage bags must be lifted and carried away - not dragged.
 - Self-catered rentals – *Gamble Garden will be responsible for the removal of trash for an additional fee.*
 - Gamble Garden will not be responsible for any missing items or for storing items left after an event.
8. For all rentals the renter, guests, catering personnel, and Gamble Garden staff must **VACATE THE PREMISES** by 10:00 p.m. Failure to do so is in violation of Gamble Garden's Use Permit granted by the City of Palo Alto and will result in a **PENALTY CHARGE** of \$800/hour.

WHAT GAMBLE GARDEN WILL DO

1. A Site Supervisor will open the facilities for renter's use at the time requested on the application form.
2. A Site Supervisor will be on duty during renter's entire use of the facility and will be available to answer questions. The services of the Site Supervisor are not available for waiting on tables, serving, kitchen help, etc.
3. A person in charge of the event should be designated by the renter and should identify himself or herself to the Site Supervisor so that questions or problems can be addressed to the proper person.
4. The Site Supervisor will place, post, and remove the "Area Reserved for Private Party" signs and will turn on outside lights if needed.

IMPORTANT RULES TO BE FOLLOWED

ALCOHOL RESTRICTIONS

Hard liquor is **not** allowed. White wine, champagne, beer, and red wine will be allowed if served by a licensed and insured caterer. It is the renter's responsibility to ensure alcoholic beverages are not served to minors. Kegs of beer are not allowed in the Main House.

COOKING RESTRICTIONS

All food preparation and cooking must be done in the kitchens. **NO OPEN FIRE PIZZA OVENS, BARBECUING, GRILLING, FRYING, OR DEEP FAT COOKING IS ALLOWED.** The use of portable barbecues, grills, open flame, or other heat sources for food preparation is prohibited.

SOUND RESTRICTIONS

Gamble Garden is located in a residential neighborhood and sound restrictions are strictly enforced, as required by the Use Permit granted by the City of Palo Alto.

MUSIC IS **LIMITED** TO: string instruments, classical flute, and piano played acoustically without amplification. No battery operated or electrically enhanced sound equipment, speakers, microphones, or any electrical connections whatsoever. DJs, MP3 Players, and CD Players are not permitted. No drums, horns (including woodwinds), keyboards, party horns, poppers, or noisemakers are allowed.

MUSICIANS **MUST BE SELECTED** from the Gamble Garden LIST OF APPROVED MUSICIANS which will be supplied to the client after a signed contract is received by the Gamble Garden Office. Please consult with the Site Supervisor if there are any questions.

ANIMALS

Animals are not permitted on the premises for events except for service or guide dogs.

CHILDREN

Guests bringing children may not leave them unattended at any time. Children are not to run in gardens, pick flowers, or play in or near fountains. Any damage caused by guest's children is the responsibility of the renter.

IMPORTANT RULES TO BE FOLLOWED, CONTINUED

DECORATIONS

All decorations must be made of FLAME-RETARDANT MATERIAL. Use of fishing line, tacks, nails, staples, etc. is strictly forbidden; violation of this agreement will result in a \$250.00 fine. No helium balloons. Materials used to hang decorations must be removed at the end of the rental and within the rental period. LIGHTED CANDLES must be surrounded by glass protectors, such as hurricane lamps or votive, and may only be used on tables, not in the garden itself. Items may not be put in the fountains.

ELECTRIC LIFT

The electrical lift in the Main House will be operated by the Site Supervisor. By law it may be used only for the physically disabled.

FIRST AID

A first aid kit is available in the Main office. Injuries, other than minor cuts, etc., should be immediately called to the Site Supervisor's attention.

NO SMOKING

Smoking is not permitted on Gamble Garden property, either in the gardens or any building. Guests should be monitored to be sure that smoking does not take place.

PARKING

All guest parking should be on-site in the parking lots where possible. Street parking is discouraged. The parking lot adjacent to Embarcadero Road with an entrance on Waverley Street is for guests. The parking lot on Churchill Avenue should be reserved for caterers, staff, and the rental party. Blocking access to the parking lot is prohibited. Obstructing vehicles are subject to towing. Payment of towing charges is the responsibility of the owner of the vehicle towed. Vehicle access through the front gates to the circular driveway is by prior arrangement with the Site Supervisor. Valuables should never be left in vehicles; Gamble Garden is not responsible for lost or stolen items.

PATHWAYS AND GARDEN PLANTINGS

All guests, tables, chairs, and any equipment must remain on the pathways, not on the lawn or in garden areas. Foliage and flowers may not be picked or cut.

RENTAL EQUIPMENT

Our annex storage room is small: therefore we cannot accept and store lounge furniture, "farm" tables or benches and chairs that do not fold or stack.

SELF-CATERED (NOT USING SERVICE OF CATERER)

Gamble Garden will be responsible for the removal of trash for an additional fee.

TELEPHONES

There is a telephone in the office in the Main House. Local calls are allowed without charge.

THE ELIZABETH F. GAMBLE GARDEN

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rentals@gamblegarden.org | www.gamblegarden.org

GUIDELINES FOR CATERERS AND RENTERS FOR DAYTIME, WEEKDAY USE OF FACILITIES

INSURANCE - CATERERS MUST PROVIDE THE FOLLOWING CURRENT INSURANCE INFORMATION TO THE GAMBLE GARDEN OFFICE:

1. Evidence of General Liability and Liquor Liability insurance naming the Elizabeth F. Gamble Garden *and* the City of Palo Alto as additional insured, in an amount not less than \$1 million in liability coverage; A- or better AM Best Guide rating.
2. Evidence of current Workers’ Compensation Insurance.
3. Copy of current County Health and Sanitation Certificate.

SET-UP TIME - The caterer should advise the renter of the amount of time needed for set-up. The caterer should arrive within the contracted period. Caterers who are not familiar with Gamble Garden should inspect the premises well in advance of the event by arrangement with the Gamble Garden Office at 650-329-1356 x 201.

CLEAN-UP TIME - The caterer should advise the renter of the amount of time needed for clean-up. The renter, guests, catering personnel, and Gamble Garden staff must vacate the premises within their contracted period and no later than 10:00 p.m. (guests should leave no later than 9:00 p.m.). Failure to do so is in violation of Gamble Garden’s Use Permit granted by the City of Palo Alto and will result in a penalty charge of \$800.00 per hour.

Clean-up includes:

1. Cleaning sinks, counters, stoves, and refrigerators.
2. Sweeping carpet and mopping all floors of all buildings and rooms used.
3. Taking down tables and chairs and storing them in south room of Carriage House. (Do not lean equipment against the sliding doors or walls except where carpeted.)
4. Sweeping patios and picking up cups, toothpicks, food scraps and the like.
5. Removing from the site all garbage, recyclables and debris in bags that caterer has provided. Garbage bags must be lifted and carried away, not dragged.
6. Returning of any Gamble Garden property to its original position.
7. Advising Site Supervisor that clean-up is completed for inspection before departure.

EQUIPMENT - Renters are responsible for all equipment rented by them and for the set-up and take-down before and after the event. Equipment, of any kind, must remain on the pathways only – nothing is to be on the lawns or in the garden beds. Butane heaters may not be stored in any building. **We cannot store lounge furniture, “farm” tables or benches and chairs that do not fold or stack.**

- For a **daytime, weekday rental delivery**, contact the **Main Office** to schedule a day between **9:00 a.m. and 12 noon, Monday through Friday**, for the equipment delivery and pickup.
- **Caterers and rental companies must use the Churchill Avenue parking lot for unloading and loading.**

(Continued on next page)

**GUIDELINES FOR CATERERS AND RENTERS FOR DAYTIME, WEEKDAY USE OF FACILITIES,
CONTINUED**

ALCOHOL RESTRICTIONS

Hard liquor is not allowed. White wine, champagne, beer, red wine, and soft drinks will be allowed if served by a licensed and insured caterer. Alcoholic beverages must not be served to minors. Kegs of beer are not allowed in the Main House.

COOKING RESTRICTIONS

All food preparation and cooking must be done in the kitchens. **NO OPEN FIRE PIZZA OVENS, BARBECUING, GRILLING, FRYING, OR DEEP FAT COOKING IS ALLOWED.** The use of portable barbecues, grills, open flame, or other heat sources for food preparation is prohibited.

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ELECTRICAL PLUGS AND CIRCUIT BREAKERS

Site Supervisor will advise you regarding location.

FURNITURE

All tables in the Main House and Tea House may be used. Tables must be protected from heat, moisture, and scratching by the use of a table pad and cloth to cover the entire surface of the table used. Permission must be granted to move any furniture. The piano may not be moved. All furniture, including rental equipment, must be moved by lifting, not sliding. Furniture must be returned to its original position.

DISHWASHER: MAIN HOUSE and CARRIAGE HOUSE

The dishwashers are not available for use by renters and/or their caterers.

NOTHING CAN BE DISPOSED OF IN THE GARDEN BEDS OR THE LAWN AREAS

This includes grease, ice, ashes, or any liquid.

RENTAL EQUIPMENT

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GUIDELINES FOR MUSICIANS

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MUSIC IS LIMITED TO: string instruments, classical flute, and piano played acoustically **without amplification**. No battery operated or electrically enhanced sound equipment, speakers, microphones, or any electrical connections whatsoever. DJs, MP3 Players, and CD Players are not permitted. **No drums, horns (including woodwinds), keyboards, party horns, poppers, or noisemakers are allowed.**

MUSICIANS **MUST BE SELECTED** from the Gamble Garden LIST OF APPROVED MUSICIANS which will be supplied to the client after a signed contract and check is received by the Gamble Garden Office. Please consult with the Site Supervisor if there are any questions.

Some acoustic instruments and/or musical groups are not appropriate at Gamble Garden because of decibel level; please consult with the Site Supervisor.

The Site Supervisor will go over these guidelines with musicians ahead of time. Musicians are encouraged to call if there are any questions.

On the day of the event, a Site Supervisor will be on the premises. Violations of the sound policy will result in a dismissal of the musicians and continuation of the event without music of any kind.