Walnut Creek Historical Society
Shadelands Ranch Museum
RENTAL AGREEMENT

Event Name: _____ Event Date: _____

Start Time: _____ End Time: _____ Guest Count: _____ Rehearsal: _____

Event Type: ☐ Ceremony ☐ Reception ☐ Other: _____

Renters Name: _____ Email: _____

Address: _____

City: _____ Zip: _____ Phone Number: _____

Number of hours _____ @ $500 per hour $_____
Hours must include time required to decorate and clean up
EVENT MUST BE COMPLETED BY 10 PM
CLEAN UP MUST BE FINISHED BY 11 PM
Price includes up to 150 chairs & 30 tables (set up/take down)
Price includes 90 minutes free rehearsal time.

Set up and Take Down/Custodial Fee ($200) applies to 150+ guests $_____

Use of Museum Kitchen (optional) **($100)** $_____

Refundable Use Violation/Damage Deposit $1,000
Due with final payment & fully refundable <u>after</u> event,
When & if premises are left in proper condition and no violation of attached rules and regulations.

Subtotal **$_____**

Less Reservation Deposit (Minimum $500 required Non-refundable)
Additional deposit may be made if desired <<_____>>
Date Received _____

Balance Due $_____
50% (120 days prior) _____
Final (30 days prior) _____

Renters Signature _____ **Date**_____

Please read all terms/conditions and regulations prior to executing. Initial additional pages where indicated.

Walnut Creek Historical Society
Rental Rates and Fees
Rules and Regulations

The Walnut Creek Historical Society (WCHS) makes the grounds available for rental on a limited basis in order to increase public awareness and raise funds for the continued preservation of a historic landmark. The WCHS will not discriminate in the renting of its grounds on the basis of race, color, national origin, religion, gender, age, sexual orientation, or physical disability.

The renter will be charged from the time of arrival until the time of departure. The rental time includes time needed for decorating, set up and cleanup.

Rental Rates and Fees

- Initial Reservation Deposit: $500.00 non-refundable pursuant to the terms of this Rental Agreement
- $500 per hour
    - Three (3) hour minimum
    - Hours reserved must include time for decorating and take down/clean up.
    - Included in rental rate are 150 chairs and 30 tables.
- $200 set up/take down and custodial fee will be added for wedding/events for more than 150 guests.
- $1,000 Use Violation/Damage Deposit – fully refundable if premises are left in good condition.
- $100 for use of kitchen – optional

The fees recited above are subject to change, and generally increase each year on or about April 1, upon written notice to the Renter. Once a contract is signed, no fee increases will be imposed, and any changes made to contract regarding hours reserved or additional services requested will be made at the rates in effect at the time of contract execution.

Reservations and Contract Execution

The facility will be rented on a first come, first served basis depending on availability. A minimum deposit of $500 is required to hold the desired date. The Contract, Rules and Regulations and ancillary documents must be signed and delivered, and the Reservation Fee paid upfront at the time the Facility reservation is made. Failure to timely submit such paperwork and pay the Reservation Fee will subject the event to cancellation at the sole discretion of WCHS.

WCHS requires payment in full of the remaining balance (including Use Violation/Damage Deposit and any applicable fees) thirty (30) days prior to the event.

In case the event is reserved for a date that is sooner than 30 days prior to the reserved date, then the signed contract and all corresponding Fees and Deposit are due in full upon the date of reservation and execution of the contract.

Additional charges for every 30 minutes beyond Renter's contract time will be charged at a rate of $600 per hour and deducted from the Use Violation/Damage Deposit, if not prepaid.

Contracted Time of Departure _____ Renters Initials _____

Rehearsal Time

Included in the rental rates are 90 minutes of free wedding rehearsal time.

- Rehearsal times must be scheduled in advance of wedding date.
- Every effort will be made to honor your requested rehearsal date and time but, in the event, another wedding or event is scheduled on the date/time you wish to rehearse, the wedding/event will have priority to scheduling your rehearsal.
- You will be notified immediately with as much advance notice as possible if and when another wedding or event is scheduled which may conflict with your scheduled or anticipated rehearsal date or time.
- There is no reduction of rental rates if a rehearsal is not needed.

NO DECORATING IS PERMITTED DURING SCHEDULED WEDDDING REHEARSAL TIME. Decorating time must be scheduled into hours rented and no security is available to protect your property.

Use of Grounds

- NO nails, staples or bonding tapes may be used anywhere in or on the house, gazebo, or any tree on the grounds.
- No rice, aerosol streamers, plastic or metal confetti may be thrown. No feather boas in photo booths.
- Bubbles, birdseed and real flower petals may be used.
- Tents, dance floors, generators or unusual electrical equipment must be pre-approved by the WCHS and/or the Walnut Creek Fire Department.
- Excessive or unreasonably loud noise is prohibited at any time by City of Walnut Creek Ordinance Section 4-6.200-208 (copy attached). Renters agree to read and comply with the Ordinance.
- The Renter is responsible for returning the grounds to a clean and safe condition.
- The Renter is responsible for placing their trash in garbage cans provided. Trash removal will be provided by WCHS staff.
- **SMOKING IS NOT PERMITTED ON THE GROUNDS OR IN THE PARKING LOTS.**

CHILDREN 12 Years Old and Under MUST BE UNDER ADULT SUPERVISION AT ALL TIMES.

When Use of the Kitchen Is Included:

- Spills and stains must be cleaned from all kitchen surfaces, floors, sink and appliances.
- Leftover food must be removed from kitchen and either taken with the Renter or trash placed in outside trash cans provided.

REFUNDABLE DAMAGE DEPOSIT WILL NOT BE REFUNDED IF ABOVE CONDITIONS ARE NOT MET.

Catering

- Shadelands has no official catering facilities.
- Access to Shadelands Ranch Museum house will be restricted to the kitchen only and may be used for limited food preparation & storage, or as a dressing area.

Parking

- Parking for up to 30 cars is available in the Shadelands Ranch parking lot.
- Additional parking is available in the large parking lot behind Shadelands. Walnut Creek Historical Society agrees to contact the adjacent property management to assist Renter in making private arrangements.

Outside Rentals

- Any additional equipment necessary must be pre-approved by WCHS and supplied and paid for by the renter.
- Rented and other equipment may not be dropped off prior to the contract time frame and must be removed from the Shadelands Ranch premises within contract time frame. Any material or decorations left on the premises before or after the contracted time are left at the Renters own risk. WCHS does not have facilities for secured storage. The WCHS will NOT be responsible in any way for items left behind on its premises.

October Rentals

During the month of October there is a Pumpkin Patch located at the front of the property. It is not within the rental grounds, but it does share the parking lot.

Renters Initials _____

Insurance

THE RENTER MUST DELIVER A CERTIFICATE OF INSURANCE TO THE WCHS AT LEAST 30 DAYS BEFORE THEIR EVENT. THE CERTIFICATE OF INSURANCE MUST CARRY MINIMUM LIABILITY COVERAGE OF $1,000,000 AND MUST NAME THE WCHS AND THE CITY OF WALNUT CREEK AS ADDITIONAL INSURED, AT NO COST TO THE WCHS. THE RENTER IS FULLY RESPONSIBLE FOR ANY DAMAGE OR LOSS CAUSED BY THE RENTER, ITS AGENTS, OR GUESTS, INCLUDING BUT NOT LIMITED TO ANY LOSS OF OR DAMAGE TO THE SHADELANDS GROUNDS, BUILDINGS OR WCHS EQUIPMENT. THE RENTER AGREES TO PAY THE WCHS FOR ANY SUCH DAMAGE OR LOSS AND WILL INDEMNIFY AND HOLD THE WCHS HARMLESS FOR ANY DAMAGE, LOSS, INJURY OR DEATH TO THE PERSON OR PROPERTY OF RENTER, ITS AGENTS, OR GUESTS.

Cancellation by Renter

• If the Renter cancels at least 120 days prior to the event, all monies paid will be refunded, except the Reservation Deposit.

• If the Renter cancels less than 120 days in advance, but more than 30, WCHS shall retain 50% of all Fees payable under this agreement, excluding the Reservation Fee. Notwithstanding the foregoing, to the extent a Damage Deposit has been paid by the time of cancellation 100% percent of the Use Violation/Damage Deposit will be returned.

• All cancellations made less than 30 days in advance shall result in the forfeiture of all Fees payable under this agreement, with the exception of the Use Violation/Damage Deposit , which will be returned in full to the extent it has been paid at the time of cancellation.

• In all cases, monies received toward payment of the full amount of the Rental Agreement shall first be applied to all rental fees and additional fees required and/or contracted for. Monies received for Use Violation/Damage Deposit will be applied after all such other fees have been paid in full.

Cancellation for Inclement Weather

• The Renter acknowledges that Shadelands is a strictly outdoor facility, and that the Renter bears the risk of cancellation due to inclement weather. As a gesture of accommodation, to the extent there is another date available; WCHS will allow an event that is cancelled due to inclement weather to be transferred to another available date at a charge of $100. If no transfer is made, Renter will forfeit the entire Rental Fee, but will be refunded the Use Violation/Damage Deposit .

Cancellation by WCHS

• WCHS reserves the right to cancel the event without refund of any fees or deposits in the event Renter has not made full payment of all fees and deposits within 30 days of the event as contracted.

• While it is extremely unlikely to occur, and WCHS will provide as much advance notice as reasonably practicable, WCHS reserves the right, including during the use of the Facility, to cancel the event and terminate this Agreement in cases of emergency, casualty, damage to the Facility rendering it, in the sole determination of WCHS, unfit or unsafe for use. This cancellation right applies to events including, but not limited to threats of violence, earthquake, fire, flood, pandemic, or other act of God that renders the Facility unsafe for use, and government orders beyond the reasonable control of WCHS. In the event of a cancellation by WCHS pursuant to this provision, all deposits, and fees shall be refunded to the Renter and WCHS shall have no other liability to Renter. As a gesture of faith and accommodation, in the event of a cancelation by WCHS, to the extent there is another date available, WCHS will allow an event that is cancelled to be rebooked for another available date, with no re-booking fee. For the avoidance of doubt, in no event shall WCHS be liable for any indirect, incidental, or consequential damages related to an event cancellation for any reason by WCHS.

Renters Initials _____

Transfers

• To the extent another desired date is available; the Renter may transfer the reserved date to another available date at the Facility, at no fee, provided the request for transfer is made at least 120 days in advance of the original event date. If the transfer request is made less than 120 but no more than 60 days before the original date, transfers to an available date are subject to a fee of $100.
• Except under the Inclement Weather Policy, no transfers shall be allowed less than 60 days prior to the event.

Renter's Responsibility

• It is the Renter's responsibility to keep WCHS informed at all times of the correct contact information including address, phone numbers and email addresses.
• It is the Renter's responsibility to inform WCHS of any requests or special instructions for return of refundable Use Violation/Damage Deposit.
• In the event error or delay is caused in return of Use Violation/Damage Deposit because of Renter's negligence in keeping WCHS apprised of contact information, Renter shall be responsible for payment of any charges associated with stop payment and/or reissuing of lost or delayed deposit return.

Acknowledgment

My signature certifies that I take full responsibility for seeing that the use of the Shadelands Ranch grounds by the group or organization I represent is in full adherence and compliance with the WCHS Rental Rules and Regulations outlined above.

Printed Name: _____

Renter Signature: _____ **Date:** _____

WCHS Representative: _____ **Date:** _____

Walnut Creek Historical Society
Shadelands Ranch Museum
AUTHORIZATION REGARDING USE or NON-USE OF ALCOHOL

Pursuant to City of Walnut Creek Municipal Code, Sec. 11-1.514, the Walnut Creek Historical Society approves the consumption of alcoholic beverages (beer and wine only) for activities on the Shadelands Ranch Museum grounds and premises.

1. **DISTILLED SPIRITS (HARD LIQUOR) ARE NOT PERMITTED. VIOLATIONS WILL RESULT IN LOSS OF USE VIOLTION/DAMAGE DEPOSIT.**
2. Alcohol sales require special authorization by the WCHS and a Special Daily License from the California State Department of Alcoholic Beverage Control (ABC). If you are providing alcohol without charge, a special authorization license is not required.
3. The serving of alcoholic beverages must be done in accordance with all applicable state and local laws, including but not limited to the following:
   A. It is illegal to sell, furnish or give away any alcoholic beverage to any person under the age of 21 (Business & Professions Code 25658).
   B. It is illegal to allow the consumption or possession of any alcoholic beverage by any person under the age of 21 (Business & Professions Code 25658 & 25662)
   C. It is illegal to sell, furnish or give away any alcoholic beverage to any obviously intoxicated person (Business & Professions Code 25602)
   D. Alcoholic beverages shall not be allowed outside the immediate vicinity of the Shadelands Ranch Museum grounds and premises.
   E. Alcoholic beverages must be dispensed in paper cups or cans in outdoor areas. Bottles are not permitted
4. Violations may result in immediate cancellation of rental permit, issuance of citations, or other enforcement actions.
5. Security officer may be required at the expense of the renter.

☐ Yes, alcohol will be served during my rental contract time at Shadelands Ranch Museum

☐ No, alcohol will not be served during my rental contract time at Shadelands Ranch Museum.

By signing this authorization form I agree to abide by and enforce all the rules and regulations of the Walnut Creek Historical Society, The City of Walnut Creek and California State Department of Alcoholic Beverage Control, pertaining to the use of alcohol during my contracted rental time with the WCHS and to be responsible for proper use and care of the Shadelands Ranch Museum grounds and premises. I the undersigned have read and agree to follow the above conditions.

Renters Signature: _____ Date: _____

CHAPTER 6. NUISANCES

Article 2. Noise

4-6.201 Purpose of Provision.

It is hereby found and declared that:

a. The creation or maintenance of excessive noise or vibration which is prolonged or unreasonable in its time, place and use is deemed to be a serious detriment to the public health, safety and quality of life of the residents of the City; and

b. Therefore, it is the intent of the City to control and, in some instances, prohibit noise and vibration which may impact the health, safety or welfare of the citizens of Walnut Creek. (5410 and by §1, Ord. 1753, eff. 11/8/90)

4-6.202 Definitions.

Loud Noise is defined as excessive or unreasonable noise, sound or vibration which endangers the comfort, repose, health, peace or safety of others within the limits of the City. The determination of whether a noise is unreasonable shall be based on, among other things, consideration of the hour, place, nature, and circumstances of the emission or transmission of any loud noise.

Holidays are those days enumerated in the resolution of the City Council entitled "Resolution Enumerating Holidays" on file in the office of the City Clerk. (5411 and by §1, Ord. 1753, eff. November 8, 1990)

4-6.203 Prohibited Noises Enumerated.

As used in this article, loud, excessive or unreasonable noise shall include, but not be limited to, the following:

a. Radios, Phonographs, etc. The use, operation or maintenance of sound, from any radio, musical instrument, phonograph or other device designed for the production or reproduction of sound in such a manner as to disturb the peace, quiet and comfort of individuals on a public street, or in or near a residence, business or other such occupied structure. The creation or maintenance of such noise in such a manner so as to be plainly audible at a distance of fifty feet (50') from the source of such noise shall be prima facie evidence of a violation of this Section.

b. Loudspeakers and Amplifiers for Advertising. The use, operation, or maintenance of any loudspeaker, sound amplifier or other machine or device used for the production or reproduction of sound which is directed toward, or cast upon or across, a residential or commercial property line for the purposes of commercial advertising unless a permit for such sound is secured from the Chief of Police. The Chief of Police may issue a permit, subject to reasonable restrictions.

Such restrictions shall be based upon the area in which the proposed broadcast is to occur, the hours of the proposed broadcast, and the method by which such amplification or broadcast shall occur. In residential zones, a permit shall be granted only for broadcast during the hours of 8 a.m. and 6 p.m. on weekdays which are not holidays and between the hours of 9 a.m. and 5 p.m. on weekends and holidays but such amplification shall not be plainly audible from a distance of more than 50' (fifty feet) from the source of such amplification. In all other zones, a permit shall be granted only for broadcast during the hours of 8 a.m. and 9 p.m. on weekdays, weekends and holidays but such amplification shall not be plainly audible from a distance of more than 50' (fifty feet) from the source of such amplification.

The applicant for such a permit, if the same is denied for cause, may appeal this denial to the City Manager. The City Manager shall thereupon issue or deny the permit. Any permit issued by the Chief of Police may be revoked by either the City Manager or the Chief of Police if the applicant violates any of the conditions set forth in the permit.

c. Distraction of Drivers of Motor Vehicles. The use, operation, or maintenance of any horn, radio, machine or device used for the production or reproduction of sound which is directed to, or cast upon, public streets or highways which distracts, or is intended to distract, the attention of drivers of motor vehicles, unless operated to request assistance or warn of a hazardous situation. This section does not apply to authorized emergency vehicles or vehicles operated by gas, electric, communications, water, or other such public utilities.

d. Yelling, Shouting, etc. Yelling, shouting, hooting, whistling, or singing on a public street at any time or place with the intent to annoy or disturb the quiet, comfort or repose of a person or persons in any dwelling, office, building or structure, or of any person or persons in the vicinity.

e. Animals, Birds, etc. The keeping of any animal or bird, as pet or livestock, which, by causing frequent or continuous noise disturbs the comfort or repose of any persons in the vicinity. The creation or maintenance of noise by animals in such a manner as to be plainly audible at a distance of 50' (fifty feet) from the source of such noise shall be prima facie evidence of a violation of this Section.

f. Construction or Repair of Buildings. The erection, construction, demolition, alteration or repair of any building, structure or residence that requires a permit, or the excavation of any earth, fill, streets or highways that requires a grading permit, other than between the hours of 7:00 a.m. and 6:00 p.m. on weekdays which are not holidays, or those precise hours of operation enumerated in individual building and grading permits.

If the Chief of Code Enforcement determines that the public health, safety and welfare will not be impaired by the erection, construction, demolition, alteration or repair of any building, structure or residence during hours other than permitted in the preceding paragraph, and if he or she further determines that loss or inconvenience would result to any person in interest, he or she may grant permission for such work to be done, the specific hours and days of operation to be enumerated in the permit.

If the City Engineer determines that the public health, safety and welfare will not be impaired by the excavation of any earth, fill, streets or highways during the hours of the first paragraph of this subsection and if he or she further determines that loss or inconvenience would result to any person in interest, he or she may grant permission for such work to be done, the specific hours and days of operation to be enumerated in the permit.

In case of urgent necessity in the interest of public health and safety, the Chief of Code Enforcement or the City Engineer may issue a permit to conduct such emergency work for a period not to exceed three (3) days or less while the emergency continues. Such permit may be renewed for periods of three (3) days or less while the emergency continues.

This Section shall not be construed to require a permit for a public utility engaged in any of the aforementioned activities provided reasonable effort is made to minimize noise disturbance while such work is in progress.

g. Maintenance Equipment. The use and operation of any noise-creating commercial or residential landscaping or home maintenance equipment or tools including, but not limited to, hammers, blowers, trimmers, mowers, chainsaws, power fans or any engine, the operation of which causes noise due to the explosion of operating gases or fluids, other than between the hours of 8:00 a.m. and 7:00 p.m. on weekdays and 9:00 a.m. and 7:00 p.m. on weekends and holidays. (§1, Ord. 1753, eff. November 8, 1990)

4-6.204 Loud Noises Prohibited.

No person shall make, continue or cause to be made or continued, any loud, excessive or unreasonable noise or sound within the limits of the City. (§1, Ord. 1753, eff. November 8, 1990)

4-6.205 Exemptions.

a. The provisions of this article shall not apply in actual or threatened emergency situations such as those caused by natural or man-made disasters.

b. Businesses and individuals using maintenance equipment in the Core Area and in business parks may commence at 7:00 a.m. on weekdays which are not holidays but are otherwise subject to the limitations set forth above.

c. Schools within the City's limits using maintenance equipment may commence at 7:00 a.m. on weekdays which are not holidays but are otherwise subject to the limitations set forth above. (§1, Ord. 1753, eff. November 8, 1990)

d. If the Community Development Director determines that the public health, safety and welfare will not be impaired by the operation of golf course maintenance equipment, expressly for the purpose of preparing greens and sand trap areas prior to a course being opened for play, he or she may allow such operations to occur prior to the normal operating hour limitations as set forth in Section 4-6.203 (g) of the Municipal Code, but in no instance prior to 30 minutes before sunrise or 6:00 A.M., whichever is later. In granting such an exemption, the Community Development Director may impose any conditions as deemed necessary to ensure that the operation of golf course maintenance equipment prior to the normally permitted operating hours will not unreasonably disturb the occupants of residences located adjacent to the golf course requesting the exemption. Exemptions granted by the Community Development Director can be revoked at any time. Decisions by the Community Development Director shall be final. (§1, Ord. 1920, eff. 2/19/98.)

4-6.207 Penalty; Misdemeanor or Infraction.

Any person who violates any provision of §§4-6.203 through 4-6.204 shall be deemed guilty of a misdemeanor or an infraction.

a. If charged as an infraction, the penalty upon conviction of such person shall be a fine as set forth in §1-2.01 of this Code.

b. If charged as a misdemeanor, the penalty upon conviction of such person shall be imprisonment in the county jail for a period not to exceed six months, or by a fine not exceeding $1000.00, or by both fine and imprisonment. (§1, Ord. 1753, eff. November 8, 1990)

4-6.208 Abatement of Noise as Nuisance.

Any noise maintained in violation of any provision of this article shall additionally be deemed a public nuisance. Such public nuisance may be abated by the Chief of Police, the Community Development Director, or his or her designees, in accordance with the procedures authorized by this Code. (§1, Ord. 1753, eff. November 8, 1990)

Tables

Table Size	Number available	Seating Capacity
59” large round	30	6-8
47” small round	3	7
24” smaller round bar height	4	
6’ large rectangle (30”x72”)	18	8
Card table (48” sq)	8	4
4’ small rectangle (24”x48”)	4	4

Revised 4/22/22

Vendor Contact List

Event Title: _____

Event Date: _____

Please submit list at least one week before event to Shadelands Ranch Museum

Event Coordinator
Company: _____
Name: _____
Phone: _____
Email: _____

Caterer
Company: _____
Name: _____
Phone: _____
Email: _____

Food Truck
Company: _____
Name: _____
Phone: _____
Email: _____

Photographer
Company: _____
Name: _____
Phone: _____
Email: _____

Photo Booth
Company: _____
Name: _____
Phone: _____
Email: _____

DJ
Company: _____
Name: _____
Phone: _____
Email: _____

Rentals
Company: _____
Name: _____
Phone: _____
Email: _____

Florist
Company: _____
Name: _____
Phone: _____
Email: _____

Videographer
Company: _____
Name: _____
Phone: _____
Email: _____

Bar Service
Company: _____
Name: _____
Phone: _____
Email: _____

Dessert/Cake
Company: _____
Name: _____
Phone: _____
Email: _____

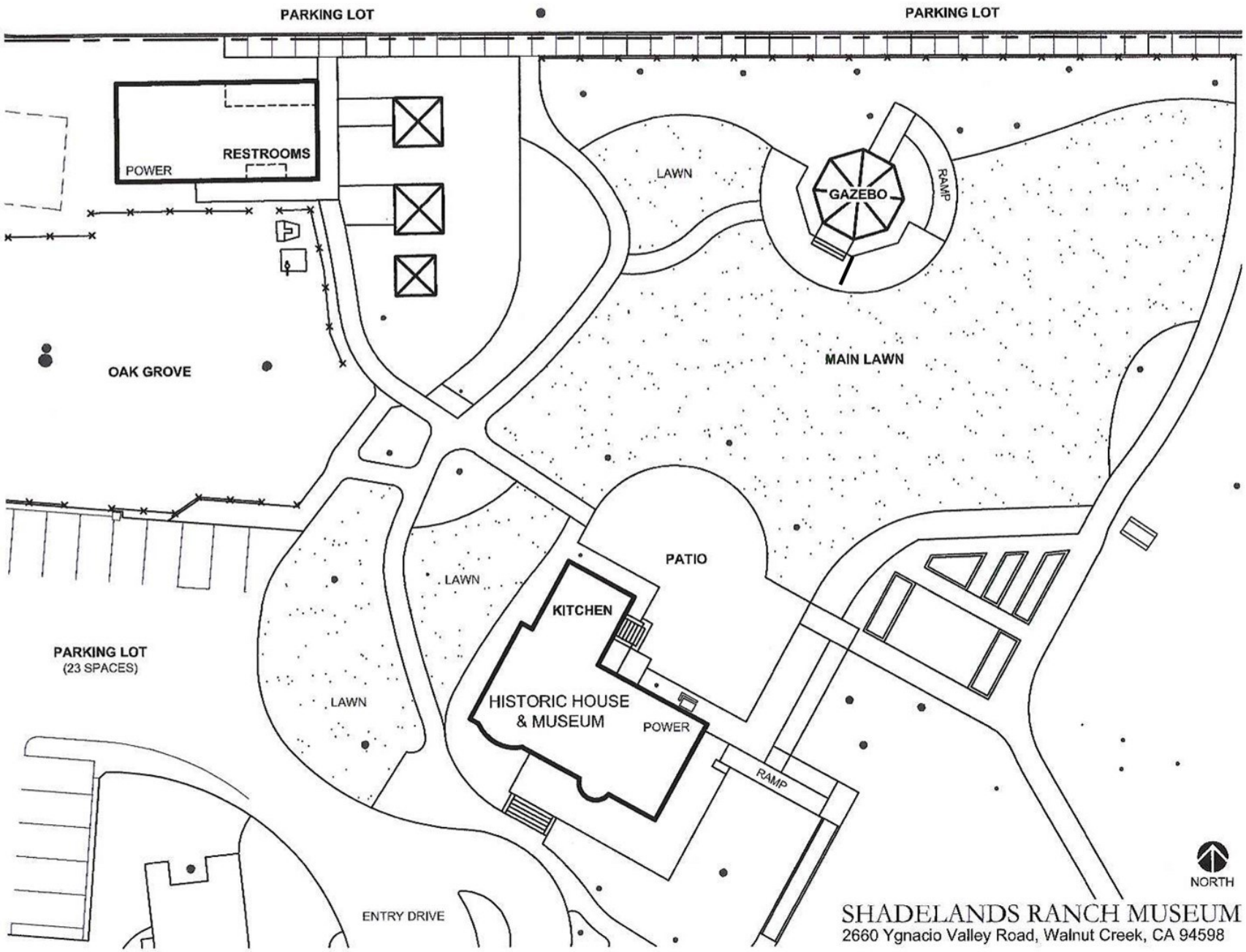
Cleaning Service
Company: _____
Name: _____
Phone: _____
Email: _____

Other
Company: _____
Name: _____
Phone: _____
Email: _____

Other
Company: _____
Name: _____
Phone: _____
Email: _____

Other
Company: _____
Name: _____
Phone: _____
Email: _____

Walnut Creek Historical Society - Shadelands Ranch Museum
2660 Ygnacio Valley Rd. Walnut Creek, CA 94598 - wchs@wchistory.org - wchistory.org - 925-935-7871


PARKING LOT
PARKING LOT
RESTROOMS
POWER
LAWN
GAZEBO
RAMP
OAK GROVE
MAIN LAWN
PATIO
LAWN
KITCHEN
PARKING LOT
(23 SPACES)
HISTORIC HOUSE
& MUSEUM
POWER
LAWN
RAMP
ENTRY DRIVE
NORTH
SHADELANDS RANCH MUSEUM
2660 Ygnacio Valley Road, Walnut Creek, CA 94598