

INDIAN VILLAGE RENTAL AGREEMENT

Key No:	_____
Amount: \$	_____
Date:	_____
Initials:	_____

This Agreement, made this _____ day of _____, 2008, by and between **DEL MONTE FOREST FOUNDATION, INC.**, a non-profit corporation, hereinafter referred to as "Owner" and _____, hereinafter referred to as "User" and sponsored by a resident of Del Monte Forest.

WHEREAS, Del Monte Forest Foundation, Inc., is the owner of certain real property commonly known as Indian Village, hereinafter referred to as the "Premises", and;

WHEREAS, User desires to obtain permission to make certain limited use of the Premises;

NOW, THEREFORE, it is agreed as follows:

1. **TERM**

Owner hereby rents to User and User hires from Owner the Indian Village Premises for the period of time from _____ until _____ on _____, 2008.

2A. **INTENDED USE**

The Premises shall be used by User for the following purposes only:

2B. **SPONSOR:** _____

ADDRESS: _____

The maximum number of guests permitted on the Premises pursuant to this Agreement shall be 200.

3. **RENT AND FEES**

The following amounts are charged for use of the Premises:

Minimum Daily Use Fee	\$ <u>100.00</u>	includes use fee for <u>25</u> people.
Use Fee \$2.00 per person	\$ _____	for _____ people over 25 people.
SUBTOTAL:	\$ _____	Check No. _____
\$200 security/key deposit =	\$ _____	Check No. _____
TOTAL:	\$ _____	

Make check payable to **DEL MONTE FOREST FOUNDATION, INC.** or **DMFF**.
User, therefore, hereby requests the following services and hereby agrees to pay the following rent and fees in full on or before _____, 2008.

4. **DAMAGE AND REPAIRS**

User agrees to use the Premises in a reasonable manner and in compliance with the Regulations and Restrictions hereinafter set forth. User shall pay for the repair of any damage done during the term of this Agreement to the picnic tables, plant enclosures, fences, barbecue pit, grounds, or any other part of the Premises. The costs of repairing any such damage shall include any labor costs incurred, ***including the cost of incomplete cleanup***. User shall pay Owner for the repair of any such damage within thirty (30) days of the date. **In the event User fails to pay Owner within the specified time period, Sponsor shall then become liable for payment of all unpaid costs for any damage incurred.** Owner notifies User in writing of the amount due because of such damage or repairs. **To guard against vandalism and fire danger, the premises is monitored 24 hours by a closed circuit camera.**

5. **INDEMNITY**

User agrees, individually and on behalf of his or her party, group of individuals, or organization, including all minors as well as adults, to protect, hold free and harmless, defend and indemnify the **Del Monte Forest Foundation, Inc., PEBBLE BEACH COMPANY** and any other person owning property within the area commonly known as DEL MONTE FOREST (hereinafter "DEL MONTE FOREST PROPERTY OWNERS", including their agents and employees), from and against any and all claims, losses, liabilities, damages, costs, expenses (including attorney's fees), causes of action, awards, fines or judgments resulting from injury or death to any person or damage to property of any kind, arising out of or in any way connected with the use of the Premises by User or any member of his or her group, organization, or party. This agreement applies no matter how said injuries, death or damages may have been caused, and includes those caused in whole or part by any acts or omissions, negligent conduct (whether passive or active), or willful misconduct by the DEL MONTE FOREST FOUNDATION, INC., PEBBLE BEACH COMPANY, or the DEL MONTE FOREST PROPERTY OWNERS, their agents or employees.

6. **REGULATIONS AND RESTRICTIONS**

All persons who use the Premises pursuant to this Agreement shall abide by the following regulations and restrictions, and User so covenants and warrants.

1. The total number of guests shall not exceed the maximum number of 200.
2. A guest shall not act in an unruly manner at any time or in any manner which will endanger or threaten persons or property.
3. Any nonprofit groups (i.e. Boys/Girls Club Lions Club, Monterey Peninsula Jesters, etc.) and/or non-residents must be sponsored by a Pebble Beach resident who must sign the application form. Charges may not be waived. **NO EXCEPTIONS.** The Pebble Beach Company and the PBCSD must have their senior representative sign the application form.
4. No group at any time will be allowed to sell tickets to the public for an event that is charitable or otherwise.
5. Alcohol is strictly forbidden by anyone under 21 years of age in accordance with

State Law.

6. Minors (under 21) must be accompanied by an adult at all times.

7. User must use BBQ unit provided, if one is needed.

Exceptions: ■ Event is catered and caterer is utilizing private units.

■ Available BBQ unit is used **in addition to** private units brought to event.

Coals must be thoroughly and completely extinguished before vacating premises.

8. Pets are not permitted. **NO EXCEPTIONS.**

9. Amplification of any type, voice or music, is not permitted.

10. User shall not arrange picnic tables.

11. Permit to burn from Fire Department must be obtained for use of fire pit for warming fire only. ***Fire must be extinguished thoroughly and completely with garden hose before vacating premises.***

12. Parking is available on-site for approximately 20-30 cars. There is no off-site parking. Parking on shoulders of road is prohibited. Roadways must remain clear at all times. **NO EXCEPTIONS.**

13. Grounds and facility should be cleaned. All trash should be placed in receptacles provided. Overflow trash should be neatly containerized or removed from premises. Any props, equipment, furniture brought in should be removed before vacating premises.

14. Any discrepancies must be reported **BEFORE** use of facility for fee adjustments.

15. Keys must be returned by the end of the next working day. Charges will be levied for lost keys. **NO EXCEPTIONS.**

16. Indian Village is a beautiful but sensitive natural area. Special activities with props should be set up only in the areas designated on the schematic map, unless approved by a representative of the Foundation. **All** materials brought to Indian Village—including natural materials such as straw, hay, wood, etc.—must be **completely** removed, leaving the native ground surface and vegetation as unaltered as possible.

Note: Due to security surveillance system, do not turn off the Main breakers marked "DO NOT TOUCH"

7. SECURITY DEPOSIT

A **SECURITY DEPOSIT** of **\$100** to the **Del Monte Forest Foundation** is required to rent the facility. The Foundation and its associates reserve the right to waive the deposit in whole or in part after considering all factors relating to potential for impacts from group use, including but not limited to, past performance by User, group size, groups from outside the Forest, regardless of sponsorship, staged settings or entertainment, etc. Upon satisfactory inspection of premises and cleanup compliance, the check shall be returned to the User or Sponsor.

8. KEY DEPOSIT

A **KEY DEPOSIT** of **\$100** to the Del Monte Forest Foundation is required to rent the facility. Upon return of key by end of next working day, key deposit check shall be returned to User or Sponsor.

9. **TERMINATION OF AGREEMENT**

DEL MONTE FOREST FOUNDATION, INC. hereby reserves to itself and to the Security Department of the **PEBBLE BEACH COMPANY** the right to terminate this Agreement or remove User or any or all of User's guests from the Premises for any violation of the above rules. Owner or any of its agents or employees shall have the right to be present on the Premises at any and all times for any purpose whatsoever, including the purpose of monitoring User's use of the Premises.

10. **NONASSIGNABILITY**

This Agreement is personal to User. It is nonassignable and any attempt to assign this Agreement terminates it.

11. **INTEREST**

Any amount not paid when due hereunder shall thereafter bear interest until paid at the maximum legal rate under applicable usury law. User agrees to pay all costs of collection of any amount not paid when due, including reasonable attorney's fees.

12. **PARTIAL INVALIDITY**

If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

IN WITNESS WHEREOF, the parties hereto have executed this Rental Agreement the day and year first above written and accept the terms and conditions as herein stated.

USER

SPONSOR

By: _____

By: _____

Telephone: _____

Telephone: _____

DEL MONTE FOREST FOUNDATION, INC.

By: _____