

# **Fort Crook Historical Society**

P.O. Box 397, Fall River Mills, CA 96028

530-336-5110

## **ROUND BARN RENTAL AGREEMENT**

1. The Round Barn at the Fort Crook Museum may be rented to organizations or individuals on the following terms:
  - a. One hundred dollars (\$100.00) per day (an extra twenty five dollars (\$25.00) will be charged if the previous day is needed to set up or decorate); and
  - b. Cleaning deposit in advance of two hundred dollars (\$200.00), refundable upon returning the barn and grounds to satisfactory condition with all garbage removed, and
  - c. Two checks (one for rental and one for cleaning deposit) to be turned in ten (10) days prior to the event.
2. Under no circumstances will the following be allowed in or on the barn or grounds:
  - a. No alcohol;
  - b. No smoking;
  - c. No open fires;
  - d. No nails or staples in or on any of the barn wood or logs.
3. The foregoing rental amount shall not include tables, chairs, or other equipment. Water and electricity are available in the barn, and bathrooms are available at the museum building.
4. The renter agrees to obtain a certificate of liability insurance with the Fort Crook Historical Society named as an additional insured under the following terms:
  - a. Workers Compensation insurance as required by law;
  - b. Comprehensive automobile liability insurance with limits of \$500,000 for bodily injury and \$100,000 for property damage;
  - c. Comprehensive general liability insurance with limits of \$1,000,000 for bodily injury and \$1,000,000 for broad form property damage;
  - d. Certificates of insurance for which the renter is liable shall be provided to the Fort Crook Historical Society no less than forty-eight (48) hours before the commencement of the rental period under this agreement. The failure by the Fort Crook Historical Society to require the production of such certificate shall not be deemed a waiver of the renter's obligation to do so; and
  - e. All such policies shall list the Fort Crook Historical Society as an additional named insured hereunder and shall contain the cross-liability endorsement and such other endorsements as the Fort Crook Historical Society shall require. All such insurance policies shall be issued by insurance companies admitted to conduct business within the state of California and shall be rated A+ or higher as rated by the A.N. Best Company. It is further agreed that any such policy(ies) procured by the renter which shall indemnify the Fort Crook Historical Society

as an additional insured shall be primary to any insurance policy procured by the Fort Crook Historical Society, which shall be excess to any coverage provided by the policy(ies) procured by the renter as required herein.

- 5. The renter expressly agrees to indemnify the indemnitee, the Fort Crook Historical Society, from any liability, losses, claims, demands, damages, judgments, and costs (including reasonable attorney's, expert, and consultant fees) for or arising from all matters incident to the renter's use of the Round Barn and grounds, whether such liability, losses, claims, demands, damages, judgments, and costs (including reasonable attorney's, expert and consultant fees) be caused by the negligence, either active or passive, of indemnitee, the Fort Crook Historical Society, its agents, successors, assigns, directors, officers, employees, or otherwise. Further, indemnitor renter agrees, upon request of indemnitee, Fort Crook Historical Society, to defend actions or proceedings brought against indemnitee, the Fort Crook Historical Society, in respect to the matters embraced by this indemnitee provision. The parties hereto expressly and unequivocally agree that the indemnitor renter is to indemnify the indemnitee, the Fort Crook Historical Society, for, among other things, the negligence whether active or passive, of the indemnitee, the Fort Crook Historical Society.
- 6. **Cancellation Policy.** Renters shall be entitled to a full refund of all sums paid to the Fort Crook Historical Society pursuant to this agreement if this agreement is cancelled more than three (3) days prior to the commencement of the rental period set forth herein.

**Name of Renter:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Insurance Carrier/Agent:** \_\_\_\_\_

**Signature of Renter:** \_\_\_\_\_

**Signatures of Two Fort Crook Historical Society Officers or Board Members:**

\_\_\_\_\_

**Amount Paid:** \_\_\_\_\_

*(Due upon execution and return of this agreement)*

**Date(s) of Use:** \_\_\_\_\_