



DALLIDET EVENT LICENSE AGREEMENT

This License Agreement is made on _____ between the History Center of San Luis Obispo County (“the Owner”) and the party listed below (the “Licensee”) for the use of the Dallidet Adobe and Gardens (“the Premises”). Owner is a California non-profit corporation that owns and operates the Premises for the benefit of the public. The Owner hereby authorizes the Licensee to use the Premises upon the following express terms and conditions.

The Owner reserves the right to change, adjust, or delete any terms or conditions found in this License Agreement. The Owner reserves the right to immediately terminate any event that poses a threat to the safety of the participants or the Premises or violates any of the conditions stated herein.

1. OWNER

History Center of San Luis Obispo County
696 Monterey Street
San Luis Obispo, CA 93401
(805) 543-0638, director@historycenterslo.org

2. PREMISES

Dallidet Adobe and Gardens
1185 Pacific Street
San Luis Obispo, CA 93401

3. LICENSEE (must be at least 21 years of age)

Name: _____

Address: _____

City/State/Zip: _____

Phone(s): _____

Email(s): _____

4. USE. The Owner hereby grants to the Licensee, their agents, employees, contractors, and invitees, on the terms and conditions contained herein, the non-exclusive use of portions of the Premises consisting of the Avocado Patio, Redwood Patio, Rose Garden, Rotary Stage, restrooms, event service areas, dressing area, and walkway areas. The use does not extend to the historic adobe, planted areas, maintenance areas, Carriage Barn, or Street Trolley. The Licensee acknowledges that the Premises are open to the public during days and hours determined by the Owner and that these public hours may overlap with the Licensee’s use of the Premises.

The Licensee is authorized for this use of the Premises on the following date and times:

_____ from _____ to _____, for the sole purpose of (“the Event”) as described here:

The estimated number* of people who will attend the Event is: _____.

**includes hosts and bridal party participants, if applicable, and may not exceed 130 people.*



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This license may be revoked if the intended use is misrepresented.

5. ASSIGNMENT OR SUBLEASE. The Licensee may not transfer this License Agreement or any fees paid hereunder to any third party to any third party. The Licensee may not assign, sublet, or share the whole or any part of the Premises without prior written consent of the Owner.

6. SUBMITTAL TERMS. The completed License Agreement, Security Deposit, License Fee, and Proof of Insurance must be received by the Owner prior to use under this license, per the following schedule. Additional submittals, including Proof of Security Contract, may also be required.

- **License Agreement**
- **Security Deposit:** due at signing of License Agreement
- **License Fee:** due ninety (90) days prior to the Event
- **Proof of Liability Insurance:** due sixty (60) days prior to the Event
- **Proof of Security Contract:** due sixty (60) days prior to the Event

The Event is not confirmed until the Owner receives and acknowledges the completed License Agreement and the Security Deposit.

All payments must be made by check, credit card, or money order. No cash payments are accepted. Make checks payable to **History Center of San Luis Obispo County**. The Licensee shall not be entitled to interest on any portion of the Security Deposit. All submittals, including the License Agreement and Proof of Liability Insurance, become property of the Owner and shall not be returned.

7. SECURITY DEPOSIT. A Security Deposit is due at signing of the License Agreement. The Security Deposit is refundable upon compliance with all terms and conditions of this License Agreement. The Licensee is responsible for a walk-through inspection at the beginning and end of the Licensee's use of the Premises. The Premises must be cleaned and returned to previous state immediately upon end of use unless other arrangements are made with the Owner. The Licensee acknowledges responsibility for any loss or damage done by the Licensee or any of the Licensee's agents, employees, contractors, vendors, or guests. The Security Deposit shall be applied toward reimbursement for any cost incurred, including but not limited to, clean up and damage repair. A refund check in the amount of the Security Deposit minus any deductions will be mailed to the Licensee's stated address within 30 days following the Event. If deductions are made, the Licensee will receive a detailed statement of withholding. The Licensee will be billed for amounts not covered by the Security Deposit. See *Appendix I: List of Fees* for applicable Security Deposit deductions.

8. LICENSE FEE. In exchange for use of the Premises, the Licensee agrees to pay all fees applicable to such use, as listed in *Appendix I: List of Fees*. The Licensee agrees that the "License Fee" covers only the use of the described areas, during the dates and times, and for the purpose and number of people declared in *Section 4* of this License Agreement.

Total License Fee for the Event described in *Section 4*: _____.



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9. LICENSEE'S LIABILITY INSURANCE. The Licensee must provide the Owner with a Certificate of Liability Insurance in the amount of \$2,000,000 naming the History Center of San Luis Obispo County as Additional Insured and establishing the property to be ensured and protected to be the Dallidet Adobe, 1185 Pacific Street, San Luis Obispo, CA 93401. The certificate must provide evidence of broad form comprehensive general liability coverage from first access to the property (e.g. rehearsal or supply delivery) to the removal of all items. Host Liquor Liability must be included if applicable, as well as Care, Custody, or Control Coverage, which includes Property Damage Liability resulting from damage to the Premises. Any lapses in coverage do not release the Licensee from liability for loss or damage.

10. SECURITY AND COMPLIANCE WITH LAWS AND GOVERNING RULES. To enforce laws and regulations regarding the consumption of alcoholic beverages, noise containment, smoking, and all other governing rules, the Licensee is required to employ licensed, insured, and certified security personnel throughout the duration of the Event and until all guests have left the Premises, unless this requirement is waived by written notice of the Owner. The Owner reserves the right to require and to approve all security arrangements, including choice of security personnel. The Licensee agrees to adhere and to instruct guests to adhere to directions given by security personnel.

Proof of Security Contract must be proved to the Owner no later than sixty (60) days prior to the Event. The Owner reserves the right to cancel the Event if Proof of Security Contract is not received in a timely fashion. The owner reserves the right to immediately terminate the Event if security personnel are not present, if their directions are not adhered to, or if the Licensee or their agents or guests are found to be violating any laws or governing rules during the Event.

11. EVENT PREPARATION. The Licensee agrees that all event preparation, including deliveries, set up, catering, and decoration of the Premises must take place only during the Event times as described in *Section 4* unless otherwise agreed by the Owner in writing prior to the Event. **Additional fees may apply if the premature arrival of event deliveries interferes with the use of the Premises by the Owner or another Licensee.**

12. EVENT DECORATIONS. The licensee may erect and maintain temporary decorations on the Premises in a safe and acceptable manner during the term of this License Agreement. At no time may any semi-permanent construction or fixtures be erected. The Licensee may not add, demolish, remove, replace, alter, relocate, reconstruct, modify, or change the contour grade of the Premises. No decorations may be attached to or placed in historic structures, artifacts, trees, or planted areas. The Licensee or their agents may not climb on ladders or chairs to affix decorations.

All decorations are subject to the approval of the Owner and the Owner's directions regarding decorations are non-negotiable. Specifically prohibited decorations include candles (except battery-powered), glitter, confetti, rice, birdseed, sequins, or similar materials. Nails, staples, tacks, tape, and any materials that may cause damage are prohibited. No twinkle or cafe lights may be attached to trees or plants. No staking in planted areas. Live animals may not be brought into or



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released on the Premises. The Licensee is responsible for instructing their vendors and guests of these limitations regarding decorations. Violation of these conditions may result in additional fees.

13. RELOCATION OF ITEMS. The Licensee agrees that only tables, chairs, and benches may be moved. No other items on the Premises shall be moved at any time.

14. ARTIFACTS, DISPLAYS, AND STRUCTURES. The Licensee acknowledges that historic artifacts, displays, and structures are located throughout the Premises. Many of these items are unique and irreplaceable. They are not to be climbed upon, moved, defaced, or damaged in any way. The Licensee is responsible for ensuring that their agents and guests respect the Premises and all artifacts, displays, and structures within.

15. CATERING/FOOD TRUCKS/BBQ PITS. Catering or food trucks or portable BBQ pits are prohibited on the Premises. They may be parked only in the adjacent parking lot on Saturday or Sunday only. No street parking at any time or weekday parking in the adjacent lot is available for catering or food trucks or portable BBQ pits. They may not be dropped off on weekdays and must be removed before the end of the weekend. No open flames, for any purpose, are permitted on the Premises.

16. ADVERTISING. Licensee shall not advertise the Event in any way that implies sponsorship of the Event by the History Center of San Luis Obispo County or the Dallidet Adobe and Gardens. All signs outside the Premises are subject to City of San Luis Obispo laws and regulations and should be approved by the Owner and the city prior to posting.

17. FEDERAL COPYRIGHT ACT. The Licensee warrants that all copyrighted material performed or reproduced in association with the Licensee's use of the Premises is duly licensed or authorized by the copyright holders or their representatives. The Licensee agrees to indemnify, hold harmless, and defend the Owner, its officers, and employees from all claims, actions, losses, or expenses with regard thereto.

18. SMOKING. Smoking, including use of e-cigarettes or vaporizers, is strictly prohibited on the Premises. See *Appendix I: List of Fees* for applicable "butt fee." The City of San Luis Obispo also prohibits smoking in many public areas, including areas that are within 20 feet of an indoor area. Should the Licensee, their agents, or guests choose to smoke outside the Premises, provision should be made to safely collect and discard all butts and other evidence of smoking. The Licensee is solely responsible for any fines or violations that may occur as a result of public smoking.

19. ALCOHOL. At the Owner's sole discretion, the service of alcohol including wine, beer, and one "signature cocktail" may be permitted during the Event. Hard liquor is prohibited. The Licensee agrees to insure that any alcohol consumption on the Premises during the term of this License Agreement is in full compliance with all local, county, state, and federal laws and regulations. The Licensee may be required to obtain a license from the Department of Alcoholic Beverage Control, including but not limited to, if alcohol will be sold during the Event. If required, this license must be presented to the Owner at least two weeks prior to the Event.



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The Owner reserves right to require the Licensee to contract with a certified and licensed bartender before authorizing alcohol service or to deny alcohol service entirely. If a bartender is required, they must remain on the Premises throughout the event. If the bartender leaves at any point, alcohol service will immediately cease.

The Licensee acknowledges that they and their guests are expected to consume alcohol responsibly. The Licensee agrees to terminate alcohol service immediately when requested by the Owner or the Owner's agent. If, in the judgement of the Owner or the Owner's agent, there are violations related to serving or consumption of alcohol, the Licensee will be notified and the Event will be immediately terminated without rebate of any of the License Fee. **In addition to any sanctions or penalties otherwise imposed by local law enforcement, the Licensee's entire Security Deposit will be forfeited if minors from their party consume alcohol on or adjacent to the Premises.**

20. PARKING. The Licensee acknowledges that general parking in the lot adjacent to the Premises, at 1194 Pacific Street, is available on weekends only. The Licensee acknowledges that on weekdays parking is limited to two (2) marked Dallidet Adobe spaces in the aforementioned lot and that parking in other areas of that lot or in the shopping center lot at Marsh and Johnson Streets is prohibited and may result in fines or towing. Parking is always subject to availability and limitations and is not guaranteed. The Owner makes no representation and accepts no responsibility for the Licensee, its agents', or guests' parking or the security or safety of such parking on, around, or near the Premises.

21. AMPLIFIED SOUND/NOISE. Use of amplified sound, other than the provided microphone system, during the event is prohibited. The Owner or the Owner's agent may use decibel monitors during the Event to determine whether noise is excessive under the City of San Luis Obispo's rules. If the noise is found to be excessive, the Licensee or their agent will be immediately notified. If the Licensee fails to correct the problem, or if the police are called and determine the noise to be excessive, the Owner reserves the right to immediately terminate the Event and/or make additional charges as described in *Appendix I: List of Fees*.

22. VENDORS. The owner reserves right to maintain a list of approved vendors and to restrict the Licensee to contracting only with those vendors and/or to maintain a list of vendors who repeatedly violate the owner's regulations and to refuse to allow those vendors onto the Premises.

23. EVENT CLEAN UP. The licensee agrees that the Premises will be cleaned up and returned to its previous state at the conclusion of the Event and that all clean-up activities, including the removal of all event supplies, must take place only during the Event times as described in *Section 4* unless otherwise agreed by the Owner in writing prior to the Event. **Additional fees may apply if the delayed removal of event supplies interferes with the use of the Premises by the Owner or another Licensee.**



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Trash cans must be placed throughout the Premises and emptied as needed throughout the Event. The Licensee agrees that all recyclables (e.g. aluminum, glass, clean plastic, cardboard) generated by the Event will be separated and placed in designated receptacles.

The Licensee acknowledges sole responsibility for completely cleaning the Premises and returning it to its previous state as described in *Appendix II: Cleaning Up at the Dallidet*. **If the Licensee fails to complete cleaning, the Owner reserves the right to deduct the cost of professional cleaning of the Premises from the Security Deposit.**

24. MANNER OF CONDUCTING EVENT. The Licensee hereby agrees to conduct the Event in a careful and orderly manner, without disturbance to the public and adjoining landowners, and without undue risk of damage to the Premises. Children must be under the direct supervision of an adult at all times.

25. LAND USE RESTRICTIONS. The Licensee is solely responsible for obtaining all authorizations, permits, or approvals necessary to hold the Event on the Premises. The Licensee shall not obstruct any public rights of way.

26. APPENDICES. The Rules and Requirements governing use of the Premises, attached hereto as appendices, are incorporated herein by reference as though fully set forth herein. The Licensee agrees to fully comply with each and every term thereof, understanding that said Rules and Requirements are an integral part of the agreement and, in addition to all other remedies provided to the Owner, shall be a basis for the immediate denial to the Licensee of all further and/or future use of the Premises.

27. CANCELLATION. The Licensee may cancel this License Agreement by submitting written notification to the Owner's address in *Section 1*. If the License Agreement is cancelled by the Licensee in writing ninety (90) days or more prior to the Event, all of the License Fee and half of the Security Deposit will be granted to the Licensee. Refunds with less than ninety (90) days notice are given only in case of exigent circumstances and at sole discretion of the Owner.

The Licensee agrees that in the event of any Act of Nature, loss of utilities, closure by authorities, riot, strike, or labor difficulties, or any other cause beyond the control of the Owner, which renders it impossible or impractical to conduct the use of the Premises, this License Agreement may be cancelled by written notice and neither party shall have continuing liability to the other. It is understood that the decision whether or not to cancel the use and purpose for which this License is granted due to weather conditions shall be made solely by, and at the discretion of, the Licensee.

28. INDEMNITY AND LIABILITY. THE LICENSEE IS RESPONSIBLE FOR ALL ACCIDENTS OR INJURIES TO ANY PERSON(S) OR PROPERTY RESULTING FROM USE OF THE PREMISES. The Licensee shall, to the full extent permitted by law, indemnify and defend the Owner, the Owner's agent, and its directors, employees, and officers, and hold them harmless from and against any and all claims, damages, losses, liabilities, suits, judgements, actions, and all expenses (including attorneys' fees and disbursements) in the event the Licensee fails to defend as required hereunder arising out of or claimed to have arisen out of or



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resulting from any negligent or wrongful act, error, omission, breach of contract, or infringement by the Licensee in connection with the Event on the Premises, and such indemnity shall apply regardless of the active or passive negligence or wrongdoing of any person, and will not be released or excused by reason of any approval by any person of any method of conducting the Event or any other approval. The foregoing indemnity shall include, but is not limited in any way by any limitation of the amount or type of damages, compensation, or benefits payable under any applicable worker's compensation, disability benefits, or other similar employee benefits. The indemnity herein shall be without setoff, claim, or apportionment due to any act or omission by the Owner unless said act or omission is found to be intentional or malicious.

29. ACKNOWLEDGEMENT. The Licensee hereby acknowledges that they have read this License Agreement and that all completed statements of the License are accurate and true. The Licensee hereby agrees to assume responsibility for the performance of all the covenants and terms of the License.

Licensee: _____ Date: _____

Owner's Agent: _____ Date: _____



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Appendix I Continued

ITEMS PROVIDED BY THE DALLIDET

- White folding chairs - 200 count
- 10-foot long banquet tables - 8 count
- 2½-foot round cocktail tables - 8 count
- 5-foot round tables - 15 count
- Prep room with counters, a sink, commercial refrigerator
- 2 restrooms on site
- 1 bridal dressing area
- 1 site manager present during during entire Event for troubleshooting purposes

ADDITIONAL CHARGES

May be deducted from the Security deposit, as appropriate

Cleanup Fee

Rice, bird seed, confetti, sequins, or similar materials, per hour or part	\$150
Failure to recycle	\$150
General additional cleanup, per hour or part	\$150
Subsequent event disruption (non-removal of Event items in a timely fashion)	\$150
Failure to be off property by contracted time	\$300

Non-Smoking "Butt Fee"

Removal of first cigarette butt	\$150
Removal of <u>each</u> additional cigarette butt	\$5

Noise Issues

First noise complaint	verbal warning
Subsequent neighborhood noise complaints received, per complaint	\$150
Failure to reduce noise level, per request	\$150

Licensee _____ Date _____



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Appendix II

CLEANING UP AT THE DALLIDET

- Empty all trash. We provide 45-gallon trash bags in every can on the property, as well as kitchen trash can liners for the kitchen, dressing area, and restroom cans
- Re-stack all round Dallidet tables in storage shed as you found them. They will not fit otherwise.
- Re-stack all white Dallidet chairs in storage shed as you found them.
- Re-stack all 10-foot Dallidet banquet tables behind the prep room as you found them.
- Re-stack all rental tables, chairs, linens, etc for pick-up by the rental company. Place them neatly out of the way in the gravel area behind the prep room.
- Arrange to have all rented items picked up immediately following your event unless otherwise arranged in advance. BBQ pits cannot be delivered on Fridays, must be picked up Sunday. History Center is not responsible for BBQs left in parking lot overnight. No ash disposal on site.
- Clean out and wipe down refrigerator, counters, and sink in the prep room
- Sweep and damp mop the prep room floor.
- Make sure all cups, plates, napkins, decorations, and other items are picked up from around the grounds and placed in the trash.
- Remove all trash from the property (including restrooms and prep room), empty all trash cans and place all bags of trash in the garbage cans by the driveway entrance to the Dallidet--NOT in the dumpster across the parking lot.
- Place all recyclables (e.g. aluminum, glass, plastic, cardboard) in the blue recycle cans by the driveway entrance to the Dallidet. Any recycle items that will not fit must be disposed of in the trash.
- All cleanup must be completed at the end of the event before leaving.
- Report any broken items before leaving

The undersigned hereby acknowledges that they have read and understood the cleanup instructions, and are aware that they are responsible for making sure cleanup is completed on the property. The undersigned acknowledges responsibility for any third party who might be contracted to clean the property, and will assume any cleanup charges should such a third party fail to perform their duties properly.

Licensee _____ Date _____



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Appendix III

SECURITY PERSONNEL REQUIREMENT

Unless this requirement is waived by written notice from the Owner, all events must have at least one (1) security guard. Security must be present from ½ hour before guests arrive until the end of the Event.

Licensee _____ Date _____

Owner's Agent _____ Date _____