

THE ELIZABETH F. GAMBLE GARDEN
1431 Waverley Street, Palo Alto, CA 94301
T) 650-329-1356 F) 650-329-1688
www.gamblegarden.org or admin@gamblegarden.org
Office Hours: Monday through Friday - 9:00 a.m. to 2:00 p.m.

APPLICATION AND RENTAL AGREEMENT FOR EVENING & WEEKEND USE OF FACILITIES

APPLICANT'S NAME _____
ADDRESS _____
TELEPHONE (Home) _____ (Work/Cell) _____
TYPE OF EVENT _____ TOTAL ATTENDANCE ALLOWED 50
DATE OF USE _____ DAY OF USE _____ TOTAL HOURS OF USE _____
TIME RENTAL TO BEGIN _____ TIME RENTAL TO END _____ TIME OF EVENT _____

CATERER _____ Phone _____
RENTAL COMPANY _____ Phone _____
CAKE _____ Phone _____
FLORIST _____ Phone _____
PHOTOGRAPHER _____ Phone _____
MUSIC PROVIDER _____ Phone _____
OFFICIANT _____ Phone _____

- I have read and agree to abide by all the terms, rules, and conditions and rental fee schedule terms set forth in the RULES AND CONDITIONS OF USE 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 weather or unforeseen problems may warrant relocation of the event to another part of the gardens from that originally selected or to the indoors and that the Wisteria Garden is not available from November until after May 1st, and then only at the discretion of the Garden Manager.

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 EVENING & WEEKEND USE OF FACILITIES

1. Reservations are accepted on a first-come, first-served basis. Activities, events, and programs sponsored by Gamble Garden take 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 rental:
 - Saturdays from 12 noon until 10:00 p.m.
 - Sundays from 1:00 until 10:00 p.m.
 - Weekday evenings from 4 p.m. to 10:00 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 fifty (50) persons is allowed for weddings, receptions, or similar events. (Persons are defined as the bride, groom, and their family members, members of the wedding party, invited guests, and children over 18 months old.)
9. Weather, prevailing garden conditions, or unforeseen problems may warrant relocation of the event to another part of the gardens from that originally selected or to the indoors, at the discretion of the Event Coordinator or Garden Manager.

<p align="center">FACILITY SPACE AVAILABLE FOR EVENING & WEEKEND USE OF FACILITIES – RESERVATIONS – FEES</p>

FACILITY SPACE AVAILABLE

Rental of Gamble Garden for an event held on Saturday or Sunday includes use of the Main House, the Carriage House and Patio, the Tea House and Patio, as well as the Rose Garden, the Wisteria Garden, and the Cherry Allée. Use of a particular garden will be determined by the Garden Manager in consideration of prevailing garden conditions. The Wisteria Garden is not available from November until after May 1st, and then only at the discretion of the Garden Manager.

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 35	Seated 20
Living Room (322 square feet)	Capacity: Standing 35	Seated 20
Library (253 square feet)	Capacity: Standing 25	Seated 10

CARRIAGE HOUSE AND PATIO (Interior – 532 square feet)

Interior:	Capacity: Standing 50	Seated 35
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 40

RENTAL FEES: (EACH PAID BY SEPARATE CHECK):

- a.) Site Fee (payable to Gamble Garden): \$ see rates below
- b.) Security Deposit (dated with the event date and payable to Gamble Garden): \$800.00
- c.) Insurance Fee (payable to the City of Palo Alto): \$115.66 (50 or fewer guests **for the year 2014**).

a.) SITE FEE:

Rental period includes: equipment delivery, set-up, and clean-up time.
Fees include an Event Coordinator on premises during the event.

May through October:

\$1,200 for an 8 HOUR RENTAL PERIOD – Saturday and Sunday.

(Additional hours may be added for \$150/hour.)

- Saturday is available between 12 noon – 10:00 p.m.
- Sunday is available between 1:00 p.m. – 10:00 p.m.

\$600 for a 6 HOUR RENTAL PERIOD - Monday through Friday evenings.

- Monday through Friday is available 4 p.m. to 10 p.m.

November through April:

\$100 per hour with a 6 hour minimum. (Additional hours may be added for \$100/hour.)

- Saturday is available between 12 noon – 10:00 p.m.
- Sunday is available between 1:00 p.m. – 10:00 p.m.
- Monday through Friday is available between 4 p.m. – 10 p.m.

**FACILITY SPACE AVAILABLE FOR EVENING & WEEKEND USE OF FACILITIES –
RESERVATIONS – FEES, CONTINUED**

b.) SECURITY DEPOSIT:

A Security Deposit of \$800 is due with the payment. Refund of this deposit will be returned within three (3) weeks following the event 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.

Please place the date of your event on the memo line of the Security Deposit check.

c.) INSURANCE (Certificate of General Liability):

One day event insurance is required by the City of Palo Alto. This is not refundable. The City negotiates their premium in January of each year. Checks are payable to the City of Palo Alto and delivered to the Gamble Garden office for issue of the Certificate of General Liability Insurance.

1. One date may be held in advance of 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.

POSSIBLE ADDITIONAL FEES

OVERTIME: \$150/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”.

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. The renter or caterer must provide all of 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).

All rental equipment **delivered on the day of the event** must be delivered and picked up **within the agreed rental block of time**. Check with the Gamble event coordinator regarding rental delivery times. Rental equipment may also be delivered and stored on Friday mornings between 9 a.m. and noon and picked up on Monday mornings between 9 a.m. and noon.

4. The renter must set up his/her own decorations, tables, chairs, and make all other preparations necessary for the event within the specified rental time.

5. Time for set-up clean-up, and equipment delivery and pick up **MUST BE INCLUDED WITHIN THE RENTAL TIME**. The building(s) will be opened by the Event Coordinator 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, CLEAN-UP AND FURNITURE PICK UP.

All rental equipment **delivered on the day of the event** must be delivered and picked up **within the agreed rental block of time**. Check with the Gamble event coordinator regarding rental delivery times. Rental equipment may also be delivered and stored on Friday mornings between 9 a.m. and noon and picked up on Monday mornings between 9 a.m. and noon.

6. Premises should be left clean and orderly.

- The renter/caterer is responsible for removal of all decorations and special arrangements.
- Renter/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 Event Coordinator for a final inspection before leaving the property.
- Garbage bags must be lifted and carried away - not dragged.
- Gamble Garden will not be responsible for any missing items or for storing items left after an event.

7. 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. An Event Coordinator will open the facilities for renter's use at the time requested on the application form. The time specified by renter must include all of the time needed for setup, rehearsal (if applicable), and clean-up.
2. An Event Coordinator will be on duty during renter's entire use of the facility and will be available to answer questions. The services of the Event Coordinator 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 Event Coordinator so that questions or problems can be addressed to the proper person.
4. The Event Coordinator will place, post, and remove the "Area Reserved for Private Party" signs and will turn on outside lights for evening events.

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 Event Coordinator if there are any questions.

ANIMALS

Animals are not permitted on the premises for events with the exception of service or guide dogs.

BRIDE'S AREAS FOR DRESSING

The dining room and the bathroom in the Main House are available as dressing areas.

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.

DANCING

Dancing is allowed on the outdoor brick patio areas. No dancing is allowed in the Main House unless matting is used to protect floors.

IMPORTANT RULES TO BE FOLLOWED, CONTINUED

DECORATIONS

All decorations must be made of FLAME-RETARDANT MATERIAL. The use of nails, tacks, staples, helium balloons, etc. is prohibited. LIGHTED CANDLES must be surrounded by glass protectors, such as hurricane lamps or votives 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 Event Coordinator. 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 Event Coordinator's attention.

NO RICE OR BIRDSEED AT WEDDINGS

Birdseed and rice are not permitted to be thrown at weddings. No confetti, glitter, or other thrown items are allowed. Rose petals are acceptable ONLY if picked up by the renter. Aerosol cans and sparklers may not be used.

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.

ON-SITE VISITS WITH PARTY COORDINATOR and/or VENDOR

Should the need arise for an on-site visit to Gamble Garden where it is necessary to meet in either the Main House or the Carriage House, a thirty minute meeting may be scheduled through the office. This is due to the high volume of events and other activities that take place within these buildings; your courtesy is appreciated.

PARKING

All guest parking must be on-site where possible. Street parking is strongly discouraged. The parking lot adjacent to Embarcadero Road with 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 Event Coordinator. 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.

PIANO

Use of the piano in the Main House must be arranged in advance. The piano may not be moved. If renting a piano, it must be an upright piano ONLY. It will be stored in the Carriage House annex and renter or caterer is responsible to move it to the area approved by the Event Coordinator.

TELEPHONES

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

TENTS AND AWNINGS

Fire regulations prohibit tents and awnings with the exception of hand held canopies for religious ceremonies.

WISTERIA GARDEN

For safety reasons, lawn gates may be removed only by a Gamble Garden representative. The gates will be replaced immediately after the wedding ceremony has ended. The lawn area is not available from November until after May 1st, and then only at the discretion of the Garden Manager.



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GUIDELINES FOR CATERERS AND RENTERS FOR **EVENING & WEEKEND 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 contact the Event Coordinator at 650-329-1356 x 202 and advise when he/she will arrive to set up for the event. 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 by 10:00 p.m. (guests should leave no later than 9:00 p.m. when the rental block is from 2:00 to 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 \$800.00 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 Event Coordinator 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. Equipment, of any kind, must remain on the pathways only – nothing is to be on the lawns or in the garden beds. Caterers and rental companies must use the Churchill Avenue parking lot for unloading and loading. The driveway to the Main House is to be used only by the wedding party (for cars only, not trucks). Butane heaters may not be stored in any building.

For Friday evening and weekend rentals, equipment (tables, chairs, plates, glasses and linens only) may be delivered and stored in the Carriage House annex room on Friday between 9:00 a.m. and 12 noon and picked up on Monday between 9:00 a.m. and 12 noon. ANY OTHER ITEMS will have to be brought on site the day of the event and only during the contracted rental time and removed during the contracted rental time. If equipment is delivered on the weekend, it must be delivered and picked up during the rental period. Because of limited storage space, we cannot accept for storage lounge furniture or chairs that do not fold or stack. Please consult with our Event Coordinator for other limitations.

For a weekday evening rental delivery, contact the Main Office to schedule a day between 9 a.m. and 12 noon, Monday through Friday for the equipment delivery and pickup. Tables, chairs, plates, glasses and linens only may be stored in the Carriage House annex room.

GUIDELINES FOR CATERERS CONTINUED ON NEXT PAGE.

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.

ELECTRICAL PLUGS AND CIRCUIT BREAKERS

Event Coordinator 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.



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GUIDELINES FOR MUSICIANS

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.

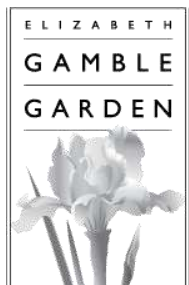
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MUSICIANS MUST BE SELECTED from the Gamble Garden LIST OF APPROVED MUSICIANS which will be supplied to the client after a signed contract and check is received by the Gamble Garden Office. Please consult with the Event Coordinator if there are any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

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

The Event Coordinator 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, an Event Coordinator 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.



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A GUIDE FOR PLANNING A FRIDAY EVENING WEDDING:

Your rental hours are 4:00 p.m. to 10:00 p.m. This includes caterer set-up, ceremony, reception, caterer break-down and cleanup. You have the use of the Main House, the Tea House or the Carriage House. In order to plan successfully in this time frame:

- Limit your total guest list (including the wedding party) to no more than 50 guests.
- Keep ceremony and reception simple. We suggest (1) hors d'oeuvres and drinks with cake *or* (2) a sit-down dinner with cake, but not both. Choose simple set-up, no umbrellas or elaborate decorations.
- Use this guide as you discuss plans with your caterers and make sure they have a copy of the Gamble Garden Guidelines for Caterers (pages 8 and 9 of your contract) and fully understand the conditions of use. Please inform the Event Coordinator of your choice of caterer. On-site barbecues are not permitted. We recommend off-site preparation with food delivered in hot boxes.
- Instruct your musicians to bring lights for music stands, extension cords and 3-way adapters.
- Lead your guests away from the reception area no later than 9:00 p.m. so that the caterers may begin clean up.
Bride and groom should depart at 9:00 p.m. and designate helpers to retrieve personal items before they leave. Remember, everyone - guests and staff - must leave the site before 10 p.m.

Sample time line:

- | | |
|-------|--|
| 4:00 | Caterers arrive at Gamble Garden for briefing with the Event Coordinator |
| 4:30 | Caterers begin set up |
| 6:00 | Ceremony |
| 6:30 | Receiving line (if desired) |
| 7:00 | Hors d'oeuvres and beverage service <i>or</i> dinner
(Toasts to the bride and groom should take place during this hour) |
| 8:30 | Cake cutting, coffee |
| 9:00 | Bride and groom lead guests away from reception area |
| 9:00 | Bride and groom depart |
| 10:00 | Catering clean-up complete, all guests and staff vacate the premises. |

Signature _____

Date _____