

## Contract

Client	Reservation:	3158
CalACES	Event Name:	CalACES
11290 Pyrites Way, Suite 150	Status:	Confirmed
Rancho Cordova, CA 95670	Phone:	(916) 851-3216
	Event Type:	Meeting

Bookings / Details	Quantity	Price	Amount
<b>Friday, June 28, 2019</b>			
<b>7:00 AM - 3:00 PM CalACES (Confirmed) Galleria</b>			
Banquet for 150			
AV:			
Wireless microphone (free w/ room rental)	1		
Wireless Microphone	1	\$40.00	\$40.00
Wired Microphone	2	\$20.00	\$40.00
Fees and Charges:			
Galleria Full Day (Friday or Sunday)	1	\$2,000.00	\$2,000.00
Cleaning deposit	1	\$500.00	\$500.00
Subtotal			\$2,580.00
Grand Total			\$2,580.00

Rental Retainer: \$1,000.00 Due by: 1/31/19  
 Cleaning Deposit: \$ 500.00 Due by: 1/31/19  
 (The cleaning deposit is refundable according to the Galleria Additional Terms & Conditions)

Rental balance: \$1,080.00 Due by: 5/28/19  
 Total fees \$2,580.00

Renter hereby acknowledges receipt of the Tsakopoulos Library Galleria Additional Terms and Conditions and agrees to abide by all the general and special conditions contained therein.

Representing Tsakopoulos Library Galleria

Representing Renter

Rivkah Sass, Sacramento Public Library Date

Authorized Renter's Signature Date

Please make check payable to Tsakopoulos Library Galleria. We also accept VISA and MC.

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## 1. RESERVATION

In order for Renter's event to be guaranteed on the Tsakopoulos Library Galleria ("Galleria") master calendar, Galleria management must receive Renter's signed rental agreement, at least 50% of the total rental fee, and any required cleaning deposit.

## 2. RENTAL FEE

**2.1 Method of Payment.** The Galleria accepts only checks, Master Card and Visa. Renter must make all checks payable to the Tsakopoulos Library Galleria. Checks returned for insufficient funds will be subject to a \$30 service charge and all subsequent payments must be in the form of cashier's check or money order. The Galleria does not accept cash.

**2.2 Timing of Payment.** The balance of the rental fee is due at least 30 days prior to the event. If the rental fee is not paid on or before the specified date, the rental agreement shall be void automatically and without additional notice to the renter.

**2.3 Cleaning Deposit.** The cleaning deposit is fully refundable unless one or more of the following occurs: cleaning procedures beyond the scope of normal Galleria maintenance are required; repairs or replacement are required due to facility or equipment damage; the event exceeds or does not meet contractual terms (e.g., event goes beyond contracted hours, or client or client's vendors take more than one hour to vacate the premises at the end of the event). All items, including rentals must be removed at the end of the event. All or part of the cleaning deposit may be used to cover circumstances noted in the above paragraphs. The renter will receive a check from the Library Authority for the refundable portion of the cleaning

deposit approximately three weeks after the rental date(s).

## 3. GALLERIA ADDRESS

Renter must send all deposit and rental fees, this signed rental agreement, and any related correspondence to:

**Tsakopoulos Library Galleria**  
**828 I Street**  
**Sacramento, CA 95814-2589**

## 4. CANCELLATION

**4.1 Cancellation less than 30 days prior to an event.** If an event is canceled or postponed by the renter less than 30 days prior to the event date, the renter will forfeit all rental fees.

**4.2 Cancellation more than 30 days prior to an event.** If an event is canceled or postponed by the renter more than 30 days, but less than 6 months, prior to the event date, the Galleria will retain 50% of the total rental fees. If an event is canceled or postponed by the renter more than 6 months prior to the event date, the Galleria will retain 25% of the total rental fees.

**4.3 Cancellation due to noncompliance with rules and regulations.** No refund will be made if the event is cancelled by Galleria management due to the renter's noncompliance with Galleria rules and regulations.

### 4.4 Cancellation by Galleria.

**(A) Conflicting events.** Even if an event reservation has been confirmed, it may be cancelled by Galleria management due to the booking of a major Sacramento Public Library event. Written notice of the cancellation will be given to the renter

no later than six months prior to the event via registered mail, and all rental fees will be refunded.

**(B) Policy violations.** If a renter or renter's agent violates this agreement, the Galleria may withhold all or a portion of the renter's deposit and may cancel the reservation/rental agreement.

## 5. EQUIPMENT, SERVICES & FACILITIES

**5.1 Galleria services.** The Library Galleria will provide services for cleaning, set-up and break-down, tables and chairs, lectern, easels, and directional signage. A Galleria staff person will be on duty for all evening events and all events with food service.

**5.2 Galleria equipment.** A built-in sound system, plus one microphone, will be available in all rooms at no additional charge. These are not available for use by DJs and bands. Galleria staff will set up all equipment provided by the Galleria for renter's event. Complimentary services and equipment include:

- Wireless microphones with a superior sound system
- High-speed, low-latency, fiber-optic-based Internet
- Free Wi-Fi
- Large drop-down projection screens (in meeting rooms)
- Conveniently located electrical outlets
- Upholstered chairs and rectangle and round tables
- Lecterns

**5.3 Outside equipment.** Outside equipment brought onto the premises for an event, such as a sound system or theatrical lighting, must be set up in accordance with the safety and health regulations of the City of

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Sacramento (<http://www.qcode.us/codes/sacramento/>).

**5.4 Floor plan.** The Galleria staff will work with the renter, caterer and any other persons designated by the renter to establish a written floor plan. Galleria staff will provide floor plans drawn to scale for renter's event. The renter shall meet with the Galleria staff to decide which entrance is best for an event, based on the number of guests, the date, time of day, parking accessibility and other factors. This designated entrance should be clearly identified on all event press releases, invitations and other promotional materials.

## 6. PARKING

The Galleria is part of the Central Library, which faces I Street between 8th and 9th Streets. The block has metered parking on all sides, with time limits from 30-60 minutes. Meters are patrolled by City of Sacramento enforcement staff from 8 a.m. to 10 p.m., Monday through Saturday. The nearest parking structure is located at 849 J Street. The vehicle entrance is in the alley off of J Street, between 8th and 9th streets. The renter is responsible for contacting the management of this parking facility at (916) 442-2217 to discuss hours and fees.

## 7. INSURANCE

The renter is required to furnish at his or her sole cost and expense a public liability insurance policy or certificate of insurance evidencing public liability coverage in the amount of no less than \$1,000,000.00 for private and/or corporate events, for bodily injury and property damage combined single limit.

The Sacramento Public Library

requires that the renter's insurance policy be endorsed with the following:

"It is agreed that the City of Sacramento and the Sacramento Public Library Authority along with their officers, directors, agents, volunteers and staff are added as additional insured's as respects the named insured's use of premises furnished by the Sacramento Public Library Authority."

Please indicate the date of the event on the Certificate of Insurance. The contract and Certificate of Insurance should be in the same name with the same address. If you need a revised contract please contact the Galleria office. Endorsement pages are required.

## 8. INDEMNITY AND WAIVER

The renter accepts full responsibility and liability for the actions of all persons invited to the event, including guests and renter's paid personnel, such as musicians, florists, etc. The renter agrees to defend, indemnify and hold harmless the Sacramento Public Library Authority, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees) or other liabilities of any kind arising from renter or renter's agents or employees' violation of this agreement or negligence. The renter will not hold the Galleria responsible for damages or loss due to fire, theft, act of God, or any other event beyond the Galleria's control.

## 9. SECURITY

If the Galleria main floor is rented, or if alcoholic beverages are served during an event, security guards must be present. Security guards also may be required at the sole

discretion of Galleria management for any rental event. The number of security guards required for an event is based on the space rented and the number of guests. Security guards must be on duty at least 30 minutes before guests are scheduled to arrive. Galleria management may require that security be on site several hours before the doors open on specified occasions. A minimum of one security guard must remain on duty until all of the renter's guests, employees and agents (i.e., caterer, musicians, etc.) have left the Galleria premises. For the renter's convenience, the security guard will be scheduled by the Galleria and billed as part of the rental agreement.

## 10. FOOD & BEVERAGE

**10.1 Authorized caterers.** All food and beverages must be purchased from, brought onto the premises by, and served by one of the Galleria's authorized caterers. The renter must arrange for water service, table skirting, and linens through an authorized Galleria caterer. All tables require linens except meeting room tables. The Galleria does not provide these items.

**10.2 Prohibited items.** No paper, plastic or Styrofoam products are allowed in the Galleria or on the Galleria balcony. These items are allowed in meeting rooms with written authorization. Drop-off food service is not allowed in the Galleria or on the Galleria balcony, but may be permitted in meeting rooms with written authorization.

**10.3 Alcohol policy.** Alcohol may be purchased from an authorized Galleria caterer or bar service company that maintains required liquor licenses from Alcoholic Beverage Control (ABC). If the event is open to the public, or, if alcohol

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is "sold" at the event, all alcoholic beverages must be purchased from an authorized Galleria caterer or bar service company. If hard alcohol is served at the event, all alcoholic beverages must be purchased from an authorized Galleria caterer or bar service company. If unauthorized hard alcohol is brought into the facility during the event, the hard alcohol will be removed from the facility by security.

Clients may supply their own BEER, WINE, and CHAMPAGNE ONLY under the following conditions:

**(A) Private Event.** It is a private event (not open to the public);

**(B) No hard alcohol.** No hard alcohol (vodka, gin, etc.) is served

**(C) Fully hosted.** All alcohol is fully hosted (no sale of alcohol during the event). The "sale" of alcohol includes cash bars, ticket bars or admission fees that include alcoholic beverages.

#### 10.4 Additional Fees for Alcohol.

The Galleria charges a fee for alcohol based on the number of guests:

Up to 150 guests.....	\$100
150 to 250 guests.....	\$200
250 to 350 guests.....	\$300
350 to 500 guests.....	\$400
Over 500 guests.....	\$500

This surcharge applies to all events with alcohol, whether the alcohol is purchased or donated. This fee will be added to the rental agreement or will be invoiced at a later date. The caterer for the event may also charge a corkage fee and/or service fee(s) on renter-supplied alcohol. All renter-supplied alcohol must be delivered to the Galleria.

#### 10.5 No alcohol service to minors.

All guests must be 21 years of age and possess valid identification to be served alcoholic beverages at any event.

**10.6 Wine bottles and kegs.** Wine bottles on guest tables and beer kegs are not allowed.

### 11. DECORATIONS & SIGNAGE

**11.1 Prohibited items.** The following items may not be used in any part of the Library Galleria complex, Central Library, or on the library grounds:

- Glitter, rice, confetti or birdseed
- Helium balloons
- Bubble solution/bubble machines
- Fog/haze machines
- Nails, screws, staples, tacks
- Hooks, wire, gum, putty, tape, command hooks
- Sparklers (Fire marshal)
- Adhesive name tags
- Rose petals (silk ok)
- Drones

If any of the above items are used during an event, a cleaning fee will be assessed.

**11.2 Candles.** Only battery operated candles are allowed.

**11.3 No obstruction.** No portion of the Library grounds, sidewalks, entries, halls, elevators, stairways or access to public utilities shall be obstructed by the renter. All decorations and signage should be nonflammable or flame-retardant, per the safety standards set forth by the City of Sacramento Fire Marshal. The Galleria balcony railing may not be draped, covered or obstructed.

**11.4 Hanging material.** Galleria-supplied "painter's tape" must be used for any signage or decorations to be hung on the meeting room walls. If any other material is used on the walls, a minimum \$100 cleaning fee may be assessed. Nothing can be attached to the Galleria walls.

**11.5 Galleria signage.** The Galleria provides limited signage for your

event, including directional signs at the various entrances. Contact Galleria staff for further information.

### 12. ENTERTAINMENT

The renter may choose the entertainment for the event. The following policies apply to all entertainment in the Library Galleria:

**12.1 Amplified sound.** If the entertainment will use amplified sound when the Central Library is open to the public, a sound check will be required before the event begins to ensure that volume levels will not disturb Library patrons. The renter will be responsible for adjusting volume at the direction of Galleria staff.

**12.2 Equipment.** Entertainers and musicians must supply their own extension cords, electrical, sound equipment, and gaffer's tape. No other tape is allowed.

### 13. ADDITIONAL REQUIREMENTS

**13.1 Smoking prohibited.** Smoking is not allowed in the Central Library or Galleria complex.

**13.2 No animals.** Live animals, fish or birds may not be brought onto the premises, service animals excepted.

**13.3 Restriction to rental area.** The renter and his/her guests are restricted to the rental area. Renter and guests may not enter the Central Library books and material areas when the library is closed to the general public.

**13.4 Galleria not responsible for belongings.** Galleria management will not be responsible for items left in the building before, during or after an event.

**13.5 Galleria management reserved rights.** Galleria management or its

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authorized representatives may enter any of the rented premises at any time and on any occasion. Galleria management reserves the right to take photographs of rental events for its own records and for use in future promotional materials.

**13.6 Attorney's fees.** The renter agrees to pay reasonable attorney's fees on any part of the Galleria rental or service charge that may be collected by suit or by attorney after same is past due.

**13.7 Advertisement restrictions.** Galleria management may require submission and approval of advertising materials to assure "truth in advertising" and good

taste. Whenever the Galleria is referred to in advertising, it shall be identified as the "Tsakopoulos Library Galleria." The Galleria manager may require withdrawal or correction of advertising not approved by him/her, which in his/her opinion does not meet the intent of this provision. The Galleria is not liable for the expense of reprinting or altering promotional materials affected.

**13.8 Possessory interest.** The renter's rental agreement may create a possessory interest subject to property taxation. The renter shall be responsible for paying any possessory interest tax levied by the County of Sacramento. (A taxable possessory

interest may exist whenever there is a private, beneficial use of publicly owned, non-taxable real property. Such interests are typically found when private individuals, companies or corporations lease, rent or use federal, state or local government owned facilities and/or land for their own beneficial use.)

**13.9 Galleria management discretion.** Any matters not herein expressly provided for shall be decided at the sole discretion of Galleria management.

I have read and understood all of the requirements outlined above and agree to the terms.

Name (printed): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_