

MISSION SAN JUAN BAUTISTA

**CASA MARIA GUIDELINES AND
SHORT TERM USE AGREEMENT**

**P.O. Box 400 / 600 FIRST STREET
SAN JUAN BAUTISTA, CA 95045
831-623-4178**

Agreement between MISSION SAN JUAN BAUTISTA and

_____ Relating to Casa Maria at
(User)
600 First Street, San Juan Bautista, CA 95045.

Parish grants "User" permission to use such facilities for the following purpose:

on the following date(s) _____ and time(s) _____

User agrees to pay the Parish for use of the facilities the sum of \$_____. In addition, user agrees to pay the sum of \$1,000.00 as security deposit for the event. The security deposit shall be paid at the time of the signing of this agreement and the user fee shall be paid **60** days prior to the event. **\$500.00 of the security deposit will not be returned in case of cancellation once the agreement has been signed by the User. The full user fee is non-refundable if the event is cancelled by the User within 60 days of the event.**

User Initials: _____

This permission is granted upon these additional terms and conditions and is non-assignable:

1. **Deposits:** Deposits must be in the form of a personal check drawn on the **User** personal bank account **only**, cash, money orders, or cashiers checks.
2. User shall leave the facility in an orderly condition. The on-site facilities coordinator will inspect the premises after the event. If there are corkage fees due, or if there is damage to Casa Maria facility, equipment, patio, garden, or parking lot, including extra charges assessed by the cleaning service billed to Casa Maria for excessive amount of garbage or debris, **corkage fee / damage amount will be deducted from the deposit and the User will be liable for any additional amount to cover the cost for damages.** If it is determined by the facilities coordinator that the facility has been left in an undamaged condition, and if there are no corkage fees due, the full amount of the security deposit will be returned.

User Initials: _____

3. User agrees to indemnify and hold harmless the Diocese of Monterey and “Mission San Juan Bautista Parish” from and against all liability, loss, or damage from any cause whatever, including the negligence (active or passive) for the Diocese of Monterey, its officers, agents or employees, arising from the use of facilities or activities in and about the same by User, its representative or invitees except for claims arising from the sole negligence of Mission San Juan Bautista Parish and the Diocese of Monterey.

User Initials: _____

4. **Liability Insurance:** The User must provide and maintain General Liability insurance during the period covered by this agreement, **naming as Additional Insured the Diocese of Monterey, and Old Mission San Juan Bautista**, against liability for Bodily Injury (including death) and Property Damage from occurrences in or about the facilities and the use thereof, with **limits of \$1,000,000 (One million dollars) minimum bodily injury liability, or combined single limits liability**. Such policy or policies shall name as Additional Insured the entities or persons named or described in paragraph 4. This insurance shall be primary and any other insurance available to the Diocese or Parish shall not be called upon to contribute. The User may secure coverage to these Diocesan Insurance requirements by purchasing coverage through the “Special Events Liability Insurance Programs for Outside Users of Diocese of Monterey Facilities.” Any alternative source for the User of this required insurance coverage must be evidence by furnishing the Certificate of Insurance and Policy Endorsement acceptable to the Diocese of Monterey. This must be received **60 days prior to the event by:**

**Mary Edge
Old Mission San Juan Bautista
P.O. Box 400
San Juan Bautista, CA 95045**

Said insurance shall provide the certificate of insurance and policy endorsement which shall state that such insurance cannot be modified or canceled without **60 days** notice to the above address.

User Initials: _____

5. As used herein the term “Diocese of Monterey” includes the above named Parish, Old Mission San Juan Bautista, the Roman Catholic Bishop of Monterey, California, a Corporation Sole, all other constituent organizations of the Diocese, and their officers, agents and employees.
6. **Children:** EACH CHILD MUST BE SUPERVISED AT ALL TIMES BY THE CHILD’S PARENT. User takes full responsibility of informing guests to supervise their children at all times. Climbing on railings, trees, garden or playing in the fountain **is not allowed**.

User Initials: _____

7. **Occupancy:** Fridays, Saturdays and Sundays are available for full-day full-facility rental **only**. The use of the Casa Maria is restricted to the day it is assigned. User shall only use said facility for the specified event and purpose.

User understands that if he / she would like to prepare for their event one day prior to the above date, and if the facility is available, that there will be an additional fee charged. This fee will be due 30 days prior to that specific day. (See fee Schedule for prices).

User Initials: _____

- a. Full-day rental is from 9:00 am to 11:00 pm. On the assigned day of the event, the facility will be opened at 9:00 am for set-up. The bar will be closed at 10:00 pm. All music and activities must end by 10:00 pm. Clean up, personal belongings, rentals etc. must be completed and the premises vacated by 11:00 pm. The facility coordinator will inspect the premises with User and will lock the facility.

User Initials: _____

- b. AM ½ day rental is from 9:00 am to 4:00 pm. On the day of the event the facility will be opened at 9:00 am for set-up. The bar must be closed at 3pm. All music and activities must end by 3:00 pm. Clean up, personal belongings, rentals, etc. must be completed, and the premises must be vacated by 4:00 pm. The facility coordinator will inspect the premises with User, and will lock the facility.

User Initials: _____

PM ½ day rental is from 4:00 pm to 11:00pm. On the day of the event the facility will be opened at 4:00 pm for set-up. The bar must be closed at 10:00 pm. All music and activities must end by 10:00 pm. Clean up, personal belongings, rentals etc. must be completed and the premises must be vacated by 11:00 p.m. The facility coordinator will inspect premises with User and lock the facility.

User Initials: _____

- c. **THERE WILL BE A FEE OF \$250 IF THE PREMISES IS NOT READY TO BE LOCKED UP AT 11 P.M.**

User Initials: _____

8. **Caterers:** User acknowledges and agrees that user will retain a caterer who is listed on the Casa Maria approved caterers list. No other caterers are allowed. **No exceptions.**

User Initials: _____

9. **Decorations:** Decorations are limited to table arrangements and self-standing arrangements **only**. There will be **no decorations nailed, taped, stapled, or tacked on the walls, ceilings, or light fixtures. No balloons, smoke, or mist devices are allowed. No coins, artificial flowers, or other objects are allowed in the fountain. For your safety and the safety of others; we do not allow lights to be strung from column to column. No Candles, or open flame of any kind is allowed.**

User Initials: _____

10. **Beverage Service:** The Old Mission San Juan Bautista will provide beverage service for all Casa Maria events. All alcoholic beverages on the premises will be under the control of the Casa Maria at Old Mission San Juan Bautista bar staff, as required by the California Department of Alcoholic Beverage Control (ABC). **No outside alcoholic beverages may be brought onto Casa Maria premises.** **NOTE:** Event Users may provide their own wine and / or champagne for the tables **only** on advance approval of the Casa Maria manager and is subject to a corkage fee of \$10.00 per 750 ml. bottles, and \$20.00 per 1.5 liter bottle
User Initials: _____

a. **All hosted / open bars** will be honored provided advance arrangements have been made with the Casa Maria manager. **An additional deposit will be required 30 days prior to the event.** A regular bar service will be available for the guests if the deposit is not received, and the Users guests will pay for their own drinks.
User Initials: _____

b. Service will be refused to any guest intoxicated beyond their control or anyone unable to prove they are at least 21 years of age. Beverage service will be discontinued if the event becomes unruly.
User Initials: _____

c. All alcoholic beverages must be kept inside the building or in the designated patio area. If any type of alcoholic beverage is to be served at any event, a minimum of one (1) off duty San Benito County Sheriff's Deputy will be obtained and paid for by the User up to 100 guests. An additional deputy will be required for each 100 people over the initial 100 guests. **NO ALCOHOLIC BEVERAGES ALLOWED FOR YOUTH EVENTS OF ANY KIND. VIOLATION OF ALL SAID REGULATIONS WILL RESULT IN AN AUTOMATIC FORFEITURE OF THE USER'S \$1,000 SECURITY DEPOSIT.**
User Initials: _____

11. **Safety:** for safety purposes all exits must be kept clear at all times during the event. All doors must be kept closed, but not locked during the User's event.
User Initials: _____

12. **Alarm System:** User is aware and agrees that if the Alarm system is activated during their event, any and all fees charged to Old Mission San Juan Bautista will be deducted from the User security deposit to pay for all costs incurred by the User representatives, guests, service providers, or any other entities that are a part of the User's event of his / her event.
User Initials: _____

13. Parish may terminate this agreement, and permission to use such Facilities, at any time for good cause without obligation.

14. User accepts all responsibility for any loss or damages from any cause to items belonging to the Users representatives, guests, service providers, or any other entities that are a part of the User's event.

I have read the above conditions and I will comply with the rules and regulations of the above.

Date: _____

User Signature: _____

User Signature: _____

Home Address: _____

City, State, Zip: _____

Phone Number: _____

Old Mission San Juan Bautista

Date: _____

(Pastor Final Authorization)

ABC LIQUOR APPLICATION and LIQUOR CHECK IN / CHECK OUT

Event Date: _____ Type of Event: _____

User Name: _____

Number of Adults: _____ Number of Children: _____

Non-Hosted Bar: _____ Hosted Bar: _____ DJ: _____ Live Music: _____

Wedding Location: _____ Time: _____

Security Provided by: _____ Number of Security Guards: _____ Time: _____

Date: _____ Time: _____

Number of Wine/Champagne Bottles/Cases checked in: _____

User Signature: _____

Casa Maria Facilities Coordinator: _____

Time: _____ Number of bottles / cases released to User: _____

User Signature: _____

Casa Maria Facilities Coordinator: _____

*Mary V. Edge
Facilities Coordinator
Casa Maria at Old Mission San Juan Bautista
P.O. Box 400, San Juan Bautista, CA 95045
(831) 623-2127
Fax: (831) 623-2433*