



• instruments	745 N. State Street
• music	Ukiah, CA 95482
• pianos	PHONE (707) 462-8863
• sales, service and rentals	FAX (707) 462-8887

## TREBLEMAKERS RENTAL AGREEMENT

[www.ukiahmusic.com](http://www.ukiahmusic.com)

This Agreement is entered into on this date \_\_\_\_\_, at Ukiah, California, by and between Ukiah Music Center (UMC dba Treblemakers) and \_\_\_\_\_ (Renter) concerning the rental of Treblemakers, 171A Brush Street, Ukiah, California 95482. The name of my event will be: \_\_\_\_\_ (name of event).

The Term of this Rental Agreement begins when the doors open for set up for the event on \_\_\_\_\_, 2009. The rental time will run from \_\_\_\_\_:\_\_\_\_\_ am/pm, until the end of the event and clean-up is completed on \_\_\_\_\_, 2009 at \_\_\_\_\_:\_\_\_\_\_ am/pm.

**Renter shall pay the sum of \$\_\_\_\_\_ representing \$25 per hour between 8am-5pm (minimum 2 hours), or \$200 for hours between 6pm-11pm, half said sum being due at the time of the reservation and the remainder due the date of the event noted above.**

**If an event is cancelled** and UMC is not notified of said cancellation within fifteen (15) days prior to the event Renter shall owe 50% of the rental fee. In turn, if an event is cancelled and UMC is not notified of said cancellation within seven (7) days, Renter shall owe 100% of the rental fee. \_\_\_\_\_ (initials)

**TOTAL PAYMENT OF ALL FEES ASSOCIATED WITH THIS AGREEMENT MUST BE RECEIVED AT THE TIME OF BOOKING YOUR EVENT.** We can only put a temporary hold on your date until ALL fees are received. Payment may be made in cash or check made payable to: "Ukiah Music Center", 745 N. State Street, Ukiah, CA 95482. You will receive a receipt at the time of payment. **RETAIN YOUR RECEIPT** as it will be required to verify refund of your security/cleaning deposit after the date of the Event.

Event Insurance: Renter shall retain in full force and effect, at its own cost and expense, a general liability insurance policy in the amount not less than \$1,000,000, single limit per occurrence, issued by an insurer as defined by the California Insurance code. A Certificate of Liability Insurance (the Certificate) must be provided. All Certificates must state that Ukiah Music Center, 745 N. State Street, Ukiah, California and 171A Brush Street, Ukiah, California, are named as additional insured for the date(s) of the event. If the expected capacity of any event be more than one-hundred (100) persons, a security guard may be required. \*See *Indemnity below*.

Alcohol on premises: If renter plans on selling alcohol for a private event, "Host Liquor" must be stated on the Certificate. For public events, in addition to "host liquor" on the Certificate, a single event liquor/beer/wine license from the Alcohol Beverage Control (ABC) must be obtained. TWO (2) WEEKS NOTICE prior to the date of the Event is necessary to obtain this permit. If you are interested in donating proceeds or a portion of proceeds for alcohol sales to a local non-profit, we can discuss other options with you.

Indemnity: Renter agrees to indemnify and hold harmless the UMC, Treblemakers, all officers, agents and employees of UMC from all claims, actions and damages arising out of renter's use and occupancy of the premises covered in this Agreement. **SEE "RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF RISK AND INDEMNITY AGREEMENT" ATTACHED.** Said document must be signed by all parties renting this facility, at least two weeks prior to the date of the Event.

Clean-Up: **Renter shall pay a refundable security/cleaning deposit of \$200.** Said deposit shall be returned to renter or applied to any rents due and owing at the end of the event, the first business day following the date of the event. Renter shall make sure the room is returned to its original condition upon the opening of the doors for the event, shall clean up garbage, refuse, and make sure the floor is property swept, tables and chairs returned to storage,

and the premises is in good condition at the end of the event. **DO NOT USE WATER ON THE DANCE FLOOR.** Water is only to be used on the concrete or other floorings in the building. Simply clean up spills, if any, and sweep.

Renter agrees that all of renter's personal property that may be used and brought into the premises is done so at the sole risk of the renter. UMC is not responsible for and renter agrees to hold UMC harmless for damage or theft of renter's personal property.

Renter shall abide by all the laws and or regulations of the City of Ukiah, County of Mendocino and State of California, as well as UMC and Treblemakers rules, with respect to the use of these premises and to not cause not permit any unlawful activity on these premises to occur during such time of the event. **Treblemakers is a NON-SMOKING venue.**

ADDITIONAL SERVICES PROVIDED BY UMC/TREBLEMAKERS:

**Sound System:** UMC can provide a sound system to fit the needs of your event. If you believe a small sound system will suffice, you may use the on-stage board provided. **If you are planning on having a full-size PA** (large bands, et al.), the additional use fee of **\$100** will be required. If you would like us to provide a soundperson, we can arrange that for an additional fee.

**Piano:** UMC can provide a piano for your event. Rental of our grand piano is **\$250** and/or our console piano is **\$75**. All pianos shall be delivered the day of your event and shall be in a reasonable condition. If you require the piano to be tuned once it is delivered, an additional charge of \$95 shall be assessed for that service.

**Chairs** are available through UMC. We have 100 stackable chairs available should you request them. There is a **\$25** set up/take down fee for that service. We need to know how many chairs you expect to need at least 48 hours prior to the event. You have the option to set up the chairs upon your arrival at the center. You have the option to set up and re-stack the chairs yourselves.

**Furniture/Couches:** UMC has miscellaneous tables, chairs and couches available for set up for informal seating. There is a **\$50** set up/take down fee for that service.

Day of Event: At least 48 hours prior to your event, please contact us to reconfirm the time you will need to set up for your event and any additional information you believe may be helpful for us to make you're event a success!

**I have read the above Terms and Conditions and I and/or the organization I represent agree to all the Terms and Conditions herein. Dated this the \_\_\_\_ day of \_\_\_\_\_, 2009.**

**Renter:**

**NAME:** \_\_\_\_\_

**ORGANIZATION:** \_\_\_\_\_

\_\_\_\_\_  
**Signature**

**ADDRESS:** \_\_\_\_\_

**CDL#** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

**Credit Card #** \_\_\_\_\_

**CONTACT PHONE:** \_\_\_\_\_

Office only:

Total Rental Cost \$ \_\_\_\_\_

Paid: \$ \_\_\_\_\_

Amount of Deposit \$ \_\_\_\_\_

Circle one: Check / Cash / Credit Card

Additional Service \$ \_\_\_\_\_

**Amount Due:** \$ \_\_\_\_\_

**Release and Waiver of Liability  
ASSUMPTION OF RISK AND IDEMNITY AGREEMENT**

*DESCRIPTION OF SCHEDULED EVENT(S):*

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DATE RELEASE SIGNED: \_\_\_\_\_

IN CONSIDERATION of being permitted to teach, perform, compete, officiate, observe, work for, or participate in any way in the EVENT or being permitted to enter for any purpose the TREBLEMAKERS EVENT CENTER, 171A Brush Street, Ukiah, California, EACH OF THE UNDERSIGNED, for him/herself, his/her personal representatives, heirs, and next of kin:

1. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the promoters, participants, associations, sanctioning organizations or an subdivision thereof, promoters, sponsors, advertisers, owners and lessees of premises used to conduct the EVENT premises and EVENT inspectors, surveyors, underwriters, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or EVENTS and each of them, their directors, officers, agents and employees, all for the purpose herein referred to as "Releasees," FROM ALL LIABILITY TO THE UNDERSIGNED, his/her personal representatives, assigns, heirs, and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFOR ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE EVENT, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

2. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them FROM ANY LOSS, LIABILITY DAMAGE, OR COST the may incur arising out of or related to the EVENT WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

3. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the EVENT whether caused by the NEGLIGENCE OF RELEASEES or otherwise.

4. HEREBY acknowledges that THE ACTIVITIES OF THE EVENTS ARE POTENTIALLY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. Each of THE UNDERSIGNED, also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT **OPERATIONS OR PROCEDURES OF THE RELEASEES.**

5. HEREBY agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Releasees and is intended to be as broad and inclusive as is permitted by the laws of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**I HAVE READ THIS RELEASE AND WAIVER AND LIABILITY ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY OF THE GREATEST EXTENT ALLOWED BY LAW.**

**I HAVE BEEN ADVISED BY TREBLEMAKERS TO OBTAIN EVENT INSURANCE. \_\_\_\_\_ (INITIALS)**

**ALL SECTIONS MUST BE COMPLETED.**

**PRINT NAME HERE:** \_\_\_\_\_

**SIGN NAME HERE:** \_\_\_\_\_