



## PLAZA USE APPLICATION & RENTAL AGREEMENT

Please review this Agreement carefully before signing it. Failure on your part to comply with all rules, regulations and policies set forth in the Agreement may result in immediate termination by Kettleman Station of the Agreement before or during your event and forfeiture of all fees and deposits paid.

This Agreement is between the renter identified below (“Renter”) and Kettleman Station Management (“KS”). The rules and regulations attached hereto as Attachment A are incorporated into and made part of this Agreement.

### FACILITY AVAILABLE:

Thursday and Friday evenings 5pm to 10pm  
Saturday and Sunday 8am to 10pm  
Other dates and times by special arrangements

EVENT DATE \_\_\_\_\_

Hours of Event: \_\_\_\_\_ to \_\_\_\_\_

Hours of Rental: \_\_\_\_\_ to \_\_\_\_\_ (including set-up & clean-up)

### EVENT

Description of Event: \_\_\_\_\_

Number of Attendees: \_\_\_\_\_ Is the Event open to the Public  or Invitation Only

### RENTER

Name: \_\_\_\_\_

Organization / Business (if any) \_\_\_\_\_

Address: \_\_\_\_\_

Daytime Phone: \_\_\_\_\_ Evening/ Weekend Phone: \_\_\_\_\_

Email: \_\_\_\_\_

### EVENT COORDINATOR (If different than renter)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Daytime Phone: \_\_\_\_\_ Evening/ Weekend Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Will Renter or Event Coordinator be the primary contact person? Renter  Coordinator



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## EVENT ACTIVITIES

The following activities (such as product sales, demonstrations, live performances, catering, music, etc.) will be taking place during this event: (filled in by renter)

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## PARKING

Parking and traffic control must be arranged with KS management.

## INSURANCE

Renter must provide insurance certificate naming Kettleman Station as additional insured at least 30 days before the event is scheduled to occur. Failure to provide such a certificate and may result in cancellation of your event by Kettleman Station, revocation of the Agreement, and forfeiture of all fees and deposits paid.

## PERMITS

Any permits required by the City of Lodi or San Joaquin County are the responsibility of the Renter. It is the renter's responsibility to arrange all catering details directly with the caterer and provide KS with their contact information for the day of the event. Alcohol licensing and service is the responsibility of the Renter. A copy of the permits and licenses (if applicable) are to be provided to KS 30 days before the event.

## MUSIC

Amplified music must be prearranged and approved by KS.

## PROMOTIONS

Any promotional pieces for an event open to the public must be pre-approved by KS. Placement of promotional materials onsite prior to the event is allowed with approval by KS.



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### RENTAL FEES AND DEPOSITS

Rental Fee- 4 hours \$250  
8 hours \$500

Deposit - \$250  
\$125 will be returned if facilities are cleaned and there is no damage to the property.

### CANCELLATION POLICY

Cancellation of rental less than thirty days prior to rental will forfeit all rental fees.

### FAILURE TO COMPLY WITH AGREEMENT

Kettleman Station reserves the right to terminate Renter's event at any time, and retain all or a portion of the damage deposit and charge renter for any cost above the damage deposit, in the event of any failure by Renter to comply with this Agreement and the attached Rules and Regulations or any damage or loss to Kettleman Station, including: (i) damage concrete, floors, walls, furniture, property of the facilities or grounds; (ii) theft; or (iii) use of the facilities in excess of agreed-upon hours of use.

### INDEMNIFICATION

Renter hereby agrees to assume all risks for loss, damage, liability, injury, cost, or expense that may arise during or be caused in any way, in whole or in part, by Renter's use or occupancy of the Kettleman Station facilities rented herein and surrounding property. Furthermore, Renter hereby agrees, at Renter's sole expense, to indemnify, defend and hold Kettleman Station and/or its officers, employees, and volunteers free and harmless from any loss, claim, liability, damage, cost (including reasonable attorney's fees), and /or injury to persons and property that in any way may be caused in whole or in part, by or occur during Renter's use or occupancy of said properties and/or facilities. Renter has carefully read this entire Agreement and agrees to abide by all of its terms, including those set forth in Rules and Regulations attached hereto and made part hereof as Attachment A. Renter understands that no terms are binding and no date has been committed until Renter received a copy of this Agreement signed by Kettleman Station and Renter has paid the initial rental payment of 50% of total rental fee.

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

Kettleman Station:

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

Lisa Craig, Property Manager  
Kettleman Station, 400 E. Kettleman Ln. Suite 20, Lodi, CA 95240



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### Attachment A RULES AND REGULATIONS FOR FACILITY RENTALS

Violation of any of these Rules and Regulations may result in Kettleman Station's cancellation of the event, revocation of the Agreement at the discretion of Kettleman Station, and forfeiture of deposits and fees paid.

1. Dates are reserved only with the complete rental Agreement signed by Kettleman Station and receipt of the rental payment and deposit fee.
2. All fees, deposits, and records, including the certificate of insurance, licenses and permits (if applicable) are due 30 days in advance of your event. Failure to comply with this deadline may result in the cancellation of the event by Kettleman Station, revocation of the Agreement, and forfeiture of all fees and deposits paid. Permits, contracts, and Agreements are not transferrable.
3. Renter must be present throughout the event, from set-up through clean-up. All youth group events require adequate adult supervision throughout.
4. Events are not to exceed designated times. Hours stated on the Agreement include time for set-up and clean-up. Arranging for set-up and clean-up is Renter's responsibility. Caterers usually require 1-2 hours to set up and up to 1 hour to clean up. The caterer is not permitted on the Kettleman Station grounds until the start of the rental time, so please schedule accordingly. All events must conclude, and the facilities must be cleaned and vacated, by the contracted ending time. Renter will be charged an overtime fee for any additional time used by the renter or caterer. The overtime fee of \$50 per 15 minutes will be subtracted automatically from the damage deposit.
5. If at the discretion of Kettleman Station, private security is required, Renter will assume the cost of those pre-arranged services.
6. Smoking is prohibited on Kettleman Station property.
7. Kettleman Station reserves the right to make any physical changes to the facilities or the grounds. In the event of inclement weather, Kettleman Station is not responsible for relocating the event, supplying heat lamps, or rain shelter, or providing alternative facilities.
8. Candles, flames or burning material of any kind are NOT allowed anywhere in the Center. Sterno is permissible for use by caterers only.
9. No adhesives, nails, screws, or staples are allowed in or on walls, posts, windows, furniture, masonry, building exteriors, fountains, or grounds. All decorations must be removed after the event. Confetti, rice, or birdseed may not be thrown. Flower petals are suggested alternatives. No silly string allowed.
10. Objects are not allowed on mural walls or in/on fountains.



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11. Kettleman Station is not responsible for any personal or professional articles or possessions that may be lost or stolen from Renter and/or Renter's guests, participants, or contracted service providers during their use of the facilities and/or grounds.
12. No pets or animals of any kind are allowed in the facility, except for service animals.
13. If amplified music or excessive noise becomes a problem, Renter's music will be terminated and Kettleman Station may terminate the event, revoke the Agreement, and require that Renter forfeit all fees and deposits paid.
14. No gambling is allowed.
15. No indecent or illegal conduct is allowed.
16. Charging admission, selling tickets or merchandise, or solicitation of money in any manner is prohibited without express written permission of KS Management.
17. Adequate receptacles have been provided in the Center for trash. Renters are expected to responsibly utilize these receptacles to minimize waste generated by events.
18. Disposable plates, silverware, and other products must be disposed of accordingly.
19. Balloons are not permitted on the premises without express written permission of the KS Management.
20. A plan for traffic control and parking must be approved by KS management. Parking for events must follow City of Lodi parking rules and regulations. Loading and unloading is permitted for 15 minutes prior to rental start-time and 15 minutes after rental end-time.
21. No Center property may be taken outside the facility.
- 22) Insurance: Public Liability and Property Damage Insurance. Renter at its cost shall maintain public liability and property damage insurance with a single combined liability limit of \$1,000,000.00, and property damage limits of not less than \$500,000.00 insuring against all liability of Renter and its authorized representatives arising out of and in connection with Renter's use or occupancy of the premises. All public liability insurance, and property damage insurance shall insure performance by Renter of the indemnity. Kettleman Station shall be named as additional insured.



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Any changes to the times, dates, designated individuals, or other provisions of this Contract must be requested from and approved by Kettleman Station in writing.

I, as a renter, have read and understood this agreement and have accepted responsibility for the terms listed. I accept responsibility for any damage to equipment or to the facility that occurs in association with my use of the facility. I understand that any Facility Supervisor has the right to close the facility during a rental if he or she determines a situation to be unsafe.

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

Print Name \_\_\_\_\_