

# Machado School Event Contract and Contract Provisions

- I. *Reservations* Rental fees are \$400 for weekend use (Saturday-Sunday). Weekday (Monday-Friday) use fees are variable depending on the event. Non-profit and community group discounts are available for certain days. A signed contract, 50% of the rental fee and a \$400 deposit are required to secure a calendar date.
- II. *Insurance* Events require a Certificate of Insurance, which may be obtained through your car, auto or renter's insurance provider.
- III. *Payment Schedule* For weekend use, a \$400 deposit, a Certificate of Insurance (COI) and the balance of the rental fee are due 15 days prior to the event date. Weekday rentals are first come, first serve.
- IV. *Cancellations* If lessee needs to cancel the event, fees will be returned in full if cancellation is at least 30 days before the event. If you cancel within 30 days of the event, the \$400 deposit will be forfeited. The Machado School Heritage Society reserves the right to cancel a contract due to extreme necessity such as acts of nature beyond our control or damage to the facilities.
- V. *Capacity* There is a limit of 75 people maximum for any event due to limited parking.
- VI. *Usage Period* If you rent on the week-end, the school and grounds are for your use for the entire day. If you rent during the week, the school may not be available until after 2pm. All music and activities must be concluded by 9 p.m. Everyone must vacate the grounds by 10 p.m.
- VII. *Food Preparation and Clean Up* Client agrees to assume responsibility for food prep and, if applicable, caterers actions. Client and caterer understand that there are neither running water nor food preparation facilities inside the old schoolhouse. No provision can be made for 220-volt electricity. Client and caterer are responsible for thorough clean up of all food prep and serving areas inside and out. We encourage you to use tablecloths to minimize your clean up. Bring your own garbage bags. Clean up includes:
- Wiping down all tables and removing gum and tape from bottom and sides of tables.
  - **Please bag and remove all trash. There is no garbage pickup at the school site.**
  - Sweeping the floors and mopping as necessary.
  - Removing all decorations and materials used to hold decorations.
  - Check that all heaters are turned off and the toilets flushed.
- The deposit will not be returned until after an inspection. Pending the inspection, your deposit will be mailed within 10 days.
- IX. *Historic Site on School Property*
- Machado School is a County Historical Site. Please have your guests treat it with respect. Do not install anything that will leave a permanent mark or hole nor damage the historic building nor its contents. All items are property of the Machado School Heritage Society (MSHS) and should not be removed from the premises.

- Machado School is located on Morgan Hill Unified School District property. All rules that apply to School District property apply to Machado School.

X. *Noise Levels* Please be aware that sound carries some distance in this quiet rural area. Out of respect to nearby neighbors, sound level at the site will not exceed 75 dB (decibels) when measured at outermost area of the facility. **This means no amplified music.** The Machado School Heritage Society reserves the right to disrupt music if the sound level conditions are not being met. All musicians contracted by lessee(s) must adhere to these rules and regulations set forth by the Machado School Heritage Society. If these conditions are not met the renter will forfeit the deposit.

XI. *Miscellaneous Items*

- Students still attend Machado School during field trips. Please leave the place clean for them.
- Federal law prohibits smoking on school grounds.
- Please leave the restrooms clean.
- Clean up any items your guests may have left (bottle caps, napkins, cups, cigarette butts, etc) either inside or on the school grounds.
- Any clean up required or damage done inside or outside the schoolhouse will be deducted from the \$400 deposit.
- All items used for decoration, i.e. flowers, balloons, favors, etc. must be removed at the end of the event. If these items are not removed, a deduction from the lessee's security/cleaning deposit will be incurred. Since this is an historic site, please do not put nails in the walls for decorating purposes nor use tape that will remove the paint (eg, packing tape). Plastic wall hanging strips (wall hangers) are recommended for decorating. Do not tie anything to the old lamps or lamp wires!
- The Machado School Heritage Society shall not be held liable for any damage or loss caused by an Act of God or other natural phenomenon.
- The Machado School Heritage Society reserves the right to refuse service to anyone.

CONTRACT PROVISIONS

Name of Lessee: (Please Print Clearly) \_\_\_\_\_

Mailing Address: Street Number & Name: \_\_\_\_\_

City/State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

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

Date(s) of Event: \_\_\_\_\_

Time of Event: From: \_\_\_\_\_ To: \_\_\_\_\_

Number of Guests: \_\_\_\_\_

Facility Rental Fee: \$ \_\_\_\_\_

- 50% deposit due two weeks before the event.
- Certificate of Insurance
- Deposit \$400
- Balance of Fee: \$ \_\_\_\_\_ = \$ \_\_\_\_\_ Due on: \_\_\_\_\_ (15 days prior to event)

I (WE) THE UNDERSIGNED, HEREBY ACKNOWLEDGE THAT I (WE) HAVE READ, UNDERSTAND AND AGREE TO ALL OF THE TERMS AND PROVISIONS CONTAINED HEREIN; THAT THE SERVICES PROVIDED UNDER THIS AGREEMENT ARE EXPRESSLY LIMITED TO THOSE SET FORTH ABOVE; AND THE CHARGES AND TERMS SET FORTH HEREIN HAVE BEEN DETERMINED ON A FAIR AND REASONABLE BASIS. BOTH A MACHADO SCHOOL HERITAGE SOCIETY REPRESENTATIVE AND THE LESSEE MUST APPROVE ANY ADDITIONAL PROVISIONS IN WRITING. THE ABOVE TERMS AND CONDITIONS SHALL NOT BE MODIFIED WITHOUT THE PRIOR WRITTEN CONSENT OF A MACHADO SCHOOL HERITAGE SOCIETY REPRESENTATIVE. **EXCESSIVE NOISE OR FAILRE TO REMOVE ALL GARBAGE WILL RESULT IN FORFEITURE OF THE DEPOSIT.**

Signature of Lessee \_\_\_\_\_ Date \_\_\_\_\_

PLEASE READ, SIGN AND RETURN TO THE MACHADO SCHOOL HERITAGE SOCIETY  
 Machado School is owned by the Morgan Hill Unified School District  
 which leases the building to the Machado School Heritage Society  
 P.O. Box 1113, Morgan Hill, CA 95038 or info@machadoschool.org  
 Our web site is <http://www.machadoschool.org>