



506 MUNRAS AVENUE - MONTEREY, CALIFORNIA 93940
WWW.COOPERMOLERA.ORG

COOPER MOLERA ROOM RESERVATION FORM AND USE AGREEMENT

The National Trust for Historic Preservation occasionally makes portions of the museum spaces at Cooper Molera Adobe available to third parties for meetings, events, and other special property uses in furtherance of its educational mission to advance public interest and engagement in its historic sites. This Room Reservation Form and Use Agreement (the "Agreement") states the terms and conditions for the third-party use described below (the "Event"). Upon execution of this Agreement by both parties, the National Trust grants a limited, nonexclusive, and revocable license to you (the "Applicant") to use the Event Location on the Event Date, during the hours and solely for the purposes described below, subject to the terms and conditions of this Agreement. *Your signature below indicates that you have read and accept the terms and conditions of the described use, and that you agree to be bound by them.*

Applicant's Name: _____ Date of Application: _____

Organization (if applicable): _____

Address: _____

Phone (cell phone preferred): _____ Email: _____

Event Location: Cooper Adobe Skylight Room Diaz Adobe Small Meeting Room

 Other (describe): _____

(Exhibit spaces and other portions of the Cooper Adobe may also be made accessible to guests for educational purposes as described below. In addition, adjacent portions of the orchard, gardens, and grounds may be accessible for use by the Applicant and its guests during the event, subject to availability as confirmed by the Representative of the National Trust.)

Event Date: _____ Number of Guests:* _____

Event Description: _____

*Note: Under no circumstances may the number of occupants for the first floor of the Cooper Adobe, including both guests and service staff, exceed the maximum capacity of 76 (or the occupancy limit otherwise set by the fire code of the City of Monterey). No

access will be permitted or provided to the second floor of the Cooper Adobe unless guests are accompanied by an authorized representative of the National Trust. Occupancy to the second floor of the Cooper Adobe may not exceed 15 people at one time. Occupancy to the Diaz Adobe may not exceed 33 persons. The use fee for use of this space is \$150.00 per hour.

A HISTORIC SITE OF THE NATIONAL TRUST FOR HISTORIC PRESERVATION

Event Time (total): _____

Event Schedule: Setup, from _____ to _____

Event, from _____ to _____

Breakdown, from _____ to _____

Will food and/or beverages be provided during the Event? No Yes

If yes, provided by:

Events by Classic Catering Alta Bakery & Café Cella Restaurant

Other:* _____

*Note: Caterers or other providers of food and/or beverages other than those listed above are subject to the prior approval of the National Trust Representative. *Alcohol may not be served or consumed during the Event unless provided by a caterer or other provider holding a valid liquor license issued by the California Department of Alcoholic Beverage Control.*

The use fee for the Event is \$ _____, based on the total Event Time requested. The use fee is due upon execution of this Agreement.

An overtime fee of \$ _____ per hour will be charged for any portion of time that the Event exceeds the Event Time; and

A guided tour fee of \$ _____ will be charged if Applicant requests guided tours of the property during the Event.

A security deposit of \$ _____ is also due upon execution of this Agreement. The National Trust retains the right to use any of the Security Deposit towards any claim it may have for additional cleaning, staff overtime, or any damage to or destruction of the property or items located on or in the property caused by Applicant's use of the property for the Event. Retention of the Security Deposit does not waive any claim or right of action arising from Applicant's use of the property. The Security Deposit will be refunded no later than sixty days after the Event Date, so long as there has been no damage and there are no outstanding charges due.

Applicant agrees to assume full financial liability and responsibility for any damage to or loss of objects or property belonging to the National Trust located in or on the Event Location or other portions of Cooper Molera, and to hold harmless, indemnify, and defend the National Trust, its trustees, officers, employees, and agents from and against any claims, damage, penalties, fines, suits, actions, or other costs (including reasonable attorneys' fees) arising out of or in connection with: (i) personal injury or property damage from such use by Applicant, its guests, vendors, agents, and/or invitees; and (ii) Applicant's violation of any local, state, or federal law, rule, regulation, or ordinance related to Applicant's use of the Event Location. The National Trust disclaims liability for loss of objects or property belonging to Applicant, its guests, vendors, agents, and invitees, and for any injury to any person or property occurring, during, or attributable to Applicant's use of the Event Location. Applicant expressly agrees to release and hold harmless the National Trust from any and all such loss and to be solely responsible for providing security for its property and associated persons during the Event.

Applicant agrees to give prompt notice to the National Trust in the event of any accident or occurrence on the premises or related in any way to this Agreement.

Applicant agrees to maintain in effect insurance coverage with a reputable company in commercially reasonable amounts sufficient to protect itself and the National Trust from any and all claims of any kind or nature that may arise from Applicant's use of the property. If requested by the National Trust, Applicant will name the National Trust as an additional insured for such coverage.

Permitted Uses. Applicant agrees to use the Event Location only for the purposes described above. Applicant may not use the Event Location in any manner that may render the insurance for the property void, or which may not be compliant with state or local laws, rules, or regulations. The National Trust reserves the right to have National Trust employees and its other authorized personnel present at the Event Location during the Event. **Applicant agrees that both it and its agents, invitees, and guests will comply with the "Cooper Molera Special Property Use Policies and Procedures," set forth below as Exhibit A.**

Educational Programming: Private events and special purpose uses of the museum spaces at Cooper Molera Adobe are intended to advance historic interpretation and public education. Consequently, exhibit spaces on the First Floor of the Cooper Adobe will be accessible to event participants, and the Applicant agrees to encourage its invitees and guests to participate in self-guided tours of those spaces, subject to the limitations stated in this Agreement.

Property Appearance. The Retained Museum Spaces are open regularly for public tours, may include exhibitions and/or installations by artists, and may be significantly redecorated, renovated, or under construction as needed and at the sole discretion of the National Trust. Applicant acknowledges that the appearance of the Event Location on the Event Date may not appear as it did upon the signing of this Agreement. The National Trust will endeavor to notify Applicant of any significant changes to or exhibitions of the Event Location, but Applicant agrees to accept the Event Location in "AS IS" condition.

Use of the Name and Logo of the National Trust and Cooper Molera Adobe. Applicant may use the name of the National Trust and/or Cooper Molera Adobe solely to indicate the location of the Event. Such use shall not, in any manner, suggest that the National Trust or Cooper Molera Adobe are sponsoring, presenting, or

otherwise endorsing the Event. Applicant may not use the name and/or logo of the National Trust or of Cooper Molera Adobe in any other manner without the prior written approval of the National Trust.

Cancellation. If Applicant notifies the National Trust Representative of its intent to cancel the Event in writing, the National Trust will refund payments made to date as follows: (A) if written notice of cancellation is not less than 60 days prior to the Event Date, the National Trust will provide a full refund less a processing fee of \$100 (“Processing Fee”); (B) if written notice of cancellation is received between 60 days and 30 days prior to the Event Date, the National Trust will refund one half of the License Fee and the Security Deposit less the Processing Fee; and (C) if written notice of cancellation is received less than 30 days prior to the Event Date, only the Security Deposit will be refunded to Applicant.

Revocation for Default. The National Trust may revoke this Agreement at any time prior to the Event Date if the National Trust reasonably believes that the Event Location will be used for a purpose that is not in accordance with the purpose originally stated in this Agreement. Additionally, if during the Event the Applicant or any of its agents, guests, or invitees violate any of the terms or conditions of this Agreement, the National Trust may cause Applicant, its agents, guests, or invitees to be removed from the Event Location.

Miscellaneous. This Agreement may be amended only by the mutual written agreement of the Parties. Neither party may assign or transfer its respective rights or obligations under this Agreement, unless agreed to in writing by the other party. All covenants, promises, representations and agreements in this Agreement are binding upon and inure to the benefit of the Applicant, the National Trust and their respective successors and assigns. This Agreement constitutes the complete understanding and agreement between the Parties with respect to the subject matter and supersedes any and all prior oral or written agreements and understandings relating to the subject matter. This Agreement is made and will be governed by the laws of the State of California.

If this document correctly states our agreement, please sign one copy in the space provided below and return it within two (2) weeks. The second copy is for your records. Thank you for your interest in having your event at the Cooper Molera Adobe.

Agreed:

National Trust for Historic Preservation:
(Authorized Representative)

Applicant:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

SITE USE POLICIES AND PROCEDURES FOR EVENTS IN MUSEUM SPACES AT COOPER MOLERA ADOBE

Cooper-Molera Adobe (Cooper-Molera) is a site of the National Trust for Historic Preservation. As such, it is a property of buildings and grounds that are fragile and irreplaceable. It is the policy of the National Trust to permit third parties to use portions of the Museum Spaces at Cooper-Molera for small events and other special property use functions to facilitate public participation in and support of historic preservation. The Applicant must be aware of the nature of the spaces it is using, and behavior must be appropriate for such a setting. Accordingly, the National Trust has established site use policies and procedures to ensure that Cooper Molera will be protected while being enjoyed for special events.

PROHIBITED USES AND RESTRICTIONS

1. No furnishings or objects used or exhibited in the museum spaces at Cooper-Molera may be moved or used without the approval of authorized National Trust staff.
2. Decorations, signs, banners, and other items may not be hung with tape, wire, nails, screws, or other fasteners that will puncture or damage the property. Decorations are not permitted in exhibit areas.
3. No smoking is permitted in the buildings. Smoking may be permitted in the grounds away from the buildings in designated smoking areas only.
4. No open flames are permitted inside the buildings other than needed for warming trays. No lit candles or lamps are permitted. LED and other flameless candles are permitted.
5. Waterproof matting must cover the area behind and underneath all bars or other beverage service. In addition, solid waterproof containers (plastic bags) must be used to store ice.
6. Within the buildings, no food or beverages are allowed other than in the Skylight Room and the Diaz Small Meeting Room. Caterers must place drop tables for guests to deposit food and beverages before entering exhibit spaces.
7. Fireworks, special effects, and other dangerous substances are prohibited anywhere on the Property.
8. Due to the historic nature of the buildings and grounds, children must always be supervised by adults at all times while on the Property.
9. Alcoholic beverages are permitted only as provided in the License Agreement.
10. All event activities must end by 11:00 PM, unless previous arrangements have been made to extend the time. Regardless, all bar service must stop thirty (30) minutes prior to the end time of the Event.
11. Dancing and amplified music are permitted only if expressly included in the uses stated in the Use Agreement. Bands and DJs must lower music volume if requested by National Trust staff.