

BLUE SKY CENTER

Building models for resilient, thriving, and inclusive rural economies.

1000 Perkins Road
PO Box 271
New Cuyama, CA 93254

(661) 413-3005
hello@blueskycenter.org
blueskycenter.org



EVENT RENTAL AGREEMENT

V 2021-02

TIME, DATE(S), LOCATION(S), & CONTACT INFORMATION

PRIMARY POINT OF CONTACT OF RENTER

This should be the person who will sign the agreement and be responsible for arranging payment. Official communication will be made with this contact.

Name: _____ Phone: _____

Email: _____

Physical Address: _____

Mailing Address, if different: _____

SECONDARY CONTACT

This must not be someone heavily involved in the day(s)-of activities, as they would be too busy to effectively communicate with our on-site Rental Coordinator should there be problems or questions.

Name: _____ Phone: _____

Email: _____

EVENT/WEDDING PLANNER CONTACT

If using an event or wedding planner, provide all contact information below, otherwise we will not be able to discuss your plans with them.

Name: _____ Phone: _____

Company Name: _____ Email: _____

EVENT OVERVIEW

Event Date(s) _____ Rental Time: _____ AM/PM - _____ AM/PM

Main Ceremony/Event, if applicable: Date: _____, _____ AM/PM - _____ AM/PM

Set-up/Rehearsal, if applicable: Date: _____, _____ AM/PM - _____ AM/PM

Estimated number of guests, total: _____
(_____ Adults, _____ Kids under 18)

Estimated number of guests staying the night(s) at Blue Sky Center lodging: _____
(_____ Adults, _____ Kids under 18)

Primary Guest's Initials _____

Event space(s) to be used (check all that apply; see Facility Guide for photos and descriptions):

- | | | |
|---|---|--|
| <input type="checkbox"/> Hut Circle (exterior)
(accommodates up to 80) | <input type="checkbox"/> Flagship Pergola (exterior)
(accommodates up to 40) | <input type="checkbox"/> Airstrip (exterior)
(accommodates up to 100) |
| <input type="checkbox"/> Khalili Cantina (Bldg 3,
interior, small bar and
gathering space, 628 SF)
(accommodates up to 15) | <input type="checkbox"/> Cuyama Kitchen (mobile
commercial kitchen)
(accommodates up to 5) | <input type="checkbox"/> Flagship Kitchen (Bldg 1,
interior prep space)
(accommodates up to 8) |
| <input type="checkbox"/> Upper Warehouse (Bldg 4,
interior large space, 2,625
SF)
(accommodates up to 50) | <input type="checkbox"/> Design Room (Bldg 4,
interior meeting
space/workroom, 480 SF)
(accommodates up to 25) | <input type="checkbox"/> Other: |

Lodging to be used (check all that apply; see Facility Guide for photos and descriptions):

- | | | |
|---|---|--|
| <input type="checkbox"/> Snail Hut (full bed, 1-2
adults) | <input type="checkbox"/> Pope Hut (full bed, 1-2
adults) | <input type="checkbox"/> Gable Hut (full bed, 1-2
adults) |
| <input type="checkbox"/> Lunette Hut (full bed, 1-2
adults) | <input type="checkbox"/> Quonset Hut (2 twin beds,
1-2 adults) | <input type="checkbox"/> Shepherd Wagon (full
bed, 1-2 adults) |
| <input type="checkbox"/> Kayum Flagship Room
(full bed, stairs required,
1-2 adults) | <input type="checkbox"/> Sespe Flagship Room
(twin bed, stairs required,
1 adult) | <input type="checkbox"/> Aliso Flagship Room (2
twin beds, stairs required
for 1, 1-2 adults) |
| <input type="checkbox"/> Caliente Flagship Room (4
twin beds [2 bunks],
ladders required for 2
beds, 1-4 adults) | <input type="checkbox"/> Juniper Flagship Room
(full bed, 1-2 adults) | <input type="checkbox"/> Quatal Flagship Room (2
twin beds [1 bunk], ladder
required for 1 bed, 1-2
adults) |
| <input type="checkbox"/> Wasioja Flagship Room (1
full bed and 2 single
beds, 1-4 adults) | <input type="checkbox"/> Dispersed Camping Sites
(3 tent platforms
available, max 10
campsites, BYO
tents/gear) | <input type="checkbox"/> Other: |

TERMS AND CONDITIONS

This contract for the rental of a venue is made as of the date last written below by and between Blue Sky Sustainable Living Center - a California nonprofit corporation - hereafter referred to as the "Owner," and _____ hereafter referred to as the "Guest."

Whereas, the Guest desires to temporarily rent, occupy, and make use of the Owner's venue, located at 1000 Perkins Road, New Cuyama, CA 93254, and known as "Blue Sky Center," "the Property," or "the Facility," and

Whereas, the Owner agrees to such rental, occupation, and use in consideration of certain payments and covenants herein enumerated;

Now, therefore, the parties agree to the following terms and conditions:

Blue Sky Center Property. The Blue Sky Center Property is situated on an approximately 267-acre property situated at 1000 Perkins Road, New Cuyama, California. The Blue Sky Property consists of the "Flagship Building #1," "Storage Building #2," "Khalili Cantina Building #3," "Warehouse Building #4," "Shops Building #5,"

“Garages Building #6,” “Pumphouse #7,” “L88 Airstip,” five (5) “Shelton Huts,” one (1) “Shepherd” wagon, the “Hut Circle,” “Flagship Pergola,” “Cuyama Kitchen” mobile commercial kitchen, and in between landscaped and paved areas (the “Property” or “Facility”).

Restricted Use. The Facility is solely for the use by Guest for holding an event as described herein. Only the areas explicitly rented and named within this Agreement are to be made available to the Guest for the event. No person may go onto/into any portions of the Property except for those areas designated by Owner.

Additional Requirements. In addition to the venue's fees, at the Owner's discretion, Guest may be responsible for providing the following:

1. Parking Attendants (for all events with over 150 people in attendance)
2. Security Guards (for all events with over 150 people in attendance, and all events that end after 5pm)

ADA Accommodations. The Property is not fully ADA accessible. Uneven terrain, unpaved outdoor areas, and stairs are characteristic of the Property. ADA-accessible bathrooms are available in the Flagship Building #1. Guest should take special care to inquire before entering into this Agreement regarding any questions or clarifications regarding accessibility specific to the needs of the Guest's event attendees that would affect the success of the event.

Payment Terms and Conditions

1. Payments. Guest agrees to the payments and schedule as outlined below.

2. Reservation Confirmation. Reservations are taken on a first-come, first-served basis. The Facility will not be held for Guest until the Reservation Fee, Security Deposit, and this Agreement signed by Guest have all three actually been received. Once paid, the Reservation Fee is for services rendered in entering into this Agreement and is NONREFUNDABLE.

3. Payment Schedule. This is a simplified version of the invoice created for the event to clearly lay out the payment schedule agreed to. Any later additions of fees will be invoiced and due on the date indicated.

Security/Cleaning Deposit: <i>(refundable, per conditions below)</i>	\$ _____	Due at agreement signing
Reservation Fee <i>(10% of rental total, non-refundable, per conditions below)</i>	\$ _____	Due at agreement signing
Event Rental Fee, first 40% <i>(refundable, per conditions below)</i>	\$ _____	Due at agreement signing
Lodging Rental Fee, first 40% <i>(refundable, per conditions below)</i>	\$ _____	Due at agreement signing
Event Rental Fee, last 50% <i>(refundable, per conditions below)</i>	\$ _____	Due _____ (15 days prior)
Lodging Rental Fee, last 50% <i>(refundable, per conditions below)</i>	\$ _____	Due _____ (15 days prior)
Additional Fees, if applicable	\$ _____	Due _____ (15 days prior)

TOTAL, inc. Sec./Cleaning Deposits \$ _____

4. Payment Methods Accepted. Payment may be made by check, money order, or cashier's check made payable to: Blue Sky Center, and delivered in person or mailed to: PO Box 271, New Cuyama, CA 93254, or cash (in person only) in person at Blue Sky Center. Additionally, payment is accepted via Venmo (@blueskycenter) or PayPal (@blueskycenter) with the encouragement to use the "friends and family" option, as any processing fees withheld by PayPal are not subject to refund, should the event be cancelled or otherwise adjusted.

RECORD OF PAYMENTS RECEIVED:

\$ _____ Date rcvd: _____ Method: _____ Initialed: _____

\$ _____ Date rcvd: _____ Method: _____ Initialed: _____

\$ _____ Date rcvd: _____ Method: _____ Initialed: _____

\$ _____ Date rcvd: _____ Method: _____ Initialed: _____

5. Balance Due; Late Charge. If any amount due is not received by the applicable Payment Due Date, Owner may, at Owner's sole discretion, either terminate this Agreement and refund to Guest only the security deposit or impose a late charge of \$100.00.

6. NSF Checks. If a check is returned NSF, Guest shall pay \$35.00 as an NSF fee. Guest agrees that this charge represents a fair and reasonable estimate of the costs Owner may incur by reason of Guest's NSF payment. An NSF check will result in a cancellation of this Agreement if the required payment is not made by the applicable Payment Due Date.

7. Security Deposit. All or any portion of the security deposit, upon completion of the event, may be used as reasonably necessary to: (i) cure Guest's default in payment of rent, non-sufficient funds ("NSF") fees or other sums due; (ii) repair damage, excluding ordinary wear and tear, caused by Guest, Guest's invitees or licensees; (iii) clean the Facility; and (iv) replace or return personal property or appurtenances. Within ten (10) business days after Guest vacates the Facility, Owner shall: (1) furnish Guest an itemized statement indicating the amount of any security deposit (i) received, (ii) withheld and the basis for its disposition, and (iii) withheld pending receipt of utility or other bills; and (2) return any remaining portion of the security deposit to Guest. No interest will be paid on the security deposit unless required by local ordinance.

RECORD OF PAYMENT RECEIVED:

\$ _____ Date recorded: _____ Method: _____ Initialed: _____

TOTAL CHARGES AGAINST DEPOSIT:

\$ _____ Date recorded: _____ (See report of charges, if any)

DEPOSIT RETURNED:

\$ _____ Date recorded: _____ Method: _____ Initialed: _____

8. Scheduling. No other events will be scheduled during your reserved time. However, the Blue Sky Center campus is a functioning office, work space for local business tenants, and generally open property. We

cannot guarantee complete privacy nor allow Guests to disrupt or disturb the activities of BSC staff and local business tenants during normal hours of operation.

9. Cancellation; Changes; Refund. If Guest wishes to cancel or otherwise adjust this Agreement, Guest must notify Owner in writing (mailed, emailed, or in person). If Guest cancels or otherwise terminates this Agreement, all payments made by Guest through the date of cancellation or termination - if made within 60 days of the start date of the event - are NONREFUNDABLE, except for the security deposit. Payments on any event where cancellation or termination is made 61 days or more from the start date of the event is PARTIALLY REFUNDABLE at an amount of up to 90% of the total fees (the 10% Reservation Fee is for services rendered in entering this agreement and shall be withheld by Owner); the security deposit will be refunded in full. In the unlikely event the Guest is required to change the date of the event, every effort will be made by BSC to transfer reservations to support the new date, if available. The Guest agrees that in the event of a date change, any expenses including but not limited to deposits and fees that are non-refundable and non-transferable are the sole responsibility of Guest. The Guest further understands that last-minute changes can impact the quality of the event and that BSC is not responsible for these compromises in quality.

10. Unavailability. If for any reason beyond the control of Owner including, but not limited to, governmental regulation or action prohibiting the use of the Facility as intended by this Agreement, the Facility is unavailable, Owner may cancel this Agreement and refund in full to Guest all payments made less the Reservation Fee. In the event of such cancellation, Owner shall have no liability to Guest beyond the obligation to refund all payments (less the Reservation Fee) made by Guest. The Reservation Fee may be carried over to a revised reservation date should there be agreement between Owner and Guest on a change of date beyond the period of unavailability.

General Terms and Conditions

1. Staffing. Owner shall assign at least one person to be available to represent the Facility during the event (the "Rental Coordinator"). All other staffing needs are to be arranged by the Guest. At the Owner's discretion, Guest is responsible for providing an event coordinator to oversee the event (to be present through the entirety of the event - from set up through break down) and be responsible for making sure all vendors and guests adhere to the venue's policies.

2. Alcohol. A State of California ABC license is required for any event that sells alcohol of any type. (Owner can assist in completing and submitting the ABC forms ahead of the event as part of the rental coordination fee. A minimum of 30 days is required for lead time for submitting to ABC to provide time for review and approval.) If alcohol will be served, Guest is responsible for procuring a State of California ABC License to the extent required by applicable law. Guest is responsible for compliance with all state and local laws governing the serving and consumption of alcohol at the Facility. No person shall be allowed to take open containers of beer, wine, or alcohol outside of the designated areas as stated within the ABC license during the event. Additionally, at the Owner's discretion, Guest must identify a bartending service to serve all alcohol (no self-serve allowed), those bartending must not consume alcohol during or between shifts, and the service of alcohol must be noted on Guest's liability insurance policy. Owner also reserves the right to require the immediate termination of alcohol service to any guests. Guest shall not permit any person under the age of twenty-one (21) to consume alcohol regardless of whether or not the person is accompanied by a parent or guardian. Owner reserves the right to ask for identification from any event guests. Owner does not allow any vendors to consume alcoholic beverages before, during, or after the event. It is the responsibility of the Guest to notify vendors of these policies prior to the event. Alcohol service must stop no later than 11:00

PM (or maximum of 5-hours if occurring sooner). Guest hereby agrees to be liable and responsible for all act(s) and actions of every kind and nature for each and every person in attendance at Guest's function or event.

3. Weather in the Cuyama Desert: Planning should take into account the temperature changes characteristic of a high desert (heat, cold, lack of humidity, etc.) and the potential for strong winds, both sustaining and gusts, which can affect comfort levels of attendees and disrupt decorations, meal settings, etc. Indoor alternatives may be available but are not guaranteed unless rented by the Guest within this Agreement; any "back-up plans" must be pre-planned with the BSC Rental Coordinator.

4. Decorations. All decorations, including, but not limited, flowers, balloons, lighting, and LED candles must be removed by the Guest after the event. Owner is not responsible for any loss, theft, or damage to unattended decorations. Decorations must be approved by Owner in advance as certain types of decorations cause damage to the Facility or are otherwise extremely difficult to remove and clean. Glitter, glitter fog machines, and confetti are not permitted. Balloons that are not secured together - and therefore not able to be completely disposed of post-event by the Guest - are not permitted. Nails, tacks, staples, and similar items that puncture the walls of the Facility are not permitted. In the event of a violation of these policies, Guest forfeits its right to return of any security deposit and will be responsible for covering the cost of damages that exceed the amount of the security deposit.

5. Nature. We would greatly appreciate it if guests do not disturb plants, rocks, trees, or other natural gifts. Please do not nail anything to trees or hang any ropes, banners, signs, swings, or hammocks from tree limbs, plants, or shrubbery. Please do not walk or step in cactus beds. To injure, destroy, cut, or remove any tree, shrub, plant, soil, or rock is prohibited.

6. Limitations on Stakes, Digging. So as not to damage irrigation, plumbing, electrical lines, or the like, Renter may not stake or dig anything into the ground beyond a 6"-depth without permission. Check with the Owner first!

7. Trash, Debris. Trash disposal is the responsibility of the Guest. Immediately following the event, please have your Clean-up Committee take a few minutes to walk all the areas of the buildings and property that have been utilized for the event and pick-up any refuse that may have been dropped or blown around. This trash may be placed - without overflowing - into the dumpster provided. For excess trash, contact Owner.

8. Parking. Owner will provide parking spaces for Guest to use during the times stated in this contract. All motor vehicles are restricted to established roadways and paved areas. Vehicles are not permitted beyond roadways and paved areas at any time (this includes for loading and unloading purposes). Automobiles and delivery vehicles must be parked in designated areas only. Owner will instruct Guest on where guests will be required to park and will identify loading and unloading areas for deliveries. Owner is not responsible for any loss, theft, or damage to any vehicles or their contents before, during, or after an event. Any vehicle or other equipment left on the Property for more than twenty-four (24) hours after the event shall be deemed abandoned and may be towed or otherwise removed from the Property, in which case, Guest shall be responsible for reimbursing Owner for all costs associated with the towing or removal.

9. Utilities. All electrical outlets on the property are available for use at an event. The vendors are welcome to inspect the locations and numbers of outlets prior to booking. The use and placement of any generators must be pre-approved. Potable water is provided only via the reverse osmosis (RO) filter in the Khalili Cantina; all other water from taps is provided through the local water district and is safe for use for cleaning purposes but not recommended for drinking/consumption. Contact the BSC Rental Coordinator to arrange any additional drinking coolers of potable water that may be available at Owner's discretion.

10. Entertainment; Music. All musical or other entertainment is the sole responsibility of the Guest. Any entertainment act/vendor/DJ is subject to the terms of this agreement, and Guest is responsible for any damages, fines, actions, or otherwise of any entertainment acts. All entertainers are required to provide their own equipment (i.e. extension cords, stage lights, tables, stages, speakers, etc.). Due to the proximity of the Property to the local neighborhood (private residences bordering the entire north edge of the Property), sound considerations are a concern. Although music (both live and recorded) is permitted, the music must be contained at an acceptable sound level so as not to disturb the local surrounding area. The BSC Rental Coordinator will help to establish acceptable sound levels. Any complaints from neighbors or other parties may require the levels to be reduced further. Owner reserves the right to require Guest to cease music it deems inappropriate, in its sole discretion. Owner also reserves the right to require the Guest to lower the sound level or cease playing music, in its sole discretion. All entertainment must comply with all applicable laws, ordinances and regulations, including without limitation local noise ordinances. All entertainment must end no later than 9:00PM on Sunday through Thursday nights, or 11:00PM on Friday or Saturday nights. It is the responsibility of the Guest to notify entertainment of these policies prior to the event. Any fines associated with violating the noise ordinance will be the responsibility of the Guest.

11. Caterers; Event Coordinators; Vendors. All caterers, event coordinators, and vendors are the responsibility of the Guest and are subject to the terms of the agreement. Guests are free to choose their own rental company(ies); we do not restrict you to a specific list, but are happy to make recommendations of local vendors familiar with the Property upon request. The Guest is solely responsible for providing applicable terms of this agreement to the caterers, event coordinators, and/or vendors and for ensuring compliance. Guest is responsible for any damages, fines, actions, or otherwise of any caterers, event coordinators, and/or vendors. Guest must ensure that any caterers are appropriately licensed and carry liability insurance and worker's compensation insurance and have a valid SERVSafe certificate, if applicable. Each event is responsible to provide their own ice (there is not a commercial ice maker on site). It makes sense to bring your beverages to the venue already chilled the day of the event. Caterers are expected to make their own food/beverage accommodations. There is a commercially licensed mobile prep kitchen (the Cuyama Kitchen) on site, along with a private indoor prep area for caterers. Any use of BSC-owned facilities or equipment (refrigerators, freezers, ovens, etc.) must be explicitly rented and agreed to within this Agreement and necessary rental fees paid. Any caterers, event coordinators, or vendors requiring a pre-event orientation with Owner must set up a time agreeable to the Owner well in advance. Guest is responsible for the placement, setting up and breaking down of tables, chairs, and any Owner-provided amenities. Only designated areas as explicitly rented and outlined within this Agreement are available for office or prep use. Guest and/or their vendors are responsible for the set-up, break-down, and clean-up of the Property. Please allow appropriate time for break-down and clean-up to meet the contracted timelines.

12. Weddings, if applicable. Guest is responsible for providing ceremony coordinator, officiate, ceremony music, and sound system. Rehearsals may be held on-site, and if so, the date and time is to be coordinated with and approved by BSC Rental Coordinator well in advance.

13. Equipment Rentals. Owner has a certain number of tables and chairs available for use by Guest in their AS-IS condition. Guest is responsible for determining whether the provided tables and chairs are satisfactory for Guest's intended use. Any BSC-owned furniture or equipment moved by the Guest must be pre-approved by the Owner and returned to its original location after the event by the Guest. Guest is responsible for providing any additional equipment desired by Guest. All rented equipment must be promptly picked up the morning after the event, unless otherwise approved by Owner in advance. A complete rental list must be provided to the Owner by the Guest no later than one (1) week prior to the event.

14. Children. It is the responsibility of the Guest to see that all children are supervised at all times to ensure their safety and wellbeing and to avoid any possible damage to the site.

15. Restrooms. Owner will provide restrooms that accommodate up to 100 people (7 stalls total). If more than 100 people are expected to attend an event, additional temporary restroom facilities must be provided at Guest's expense. The Owner will provide regular maintenance (once per day) the restrooms during their event (cleaning, stocking, etc.); Guest is responsible for any additional cleaning or restocking needed beyond the once-per-day cleaning, with supplies provided by Owner.

16. Security. At the Owner's discretion, basic security personnel may be required for all events over 150 people and/or events that end after 5pm, to cover the entirety of the event through the time of the last departure (staff, vendor, and guest). Confirm with the BSC Rental Coordinator before signing this agreement if security personnel will be required for your event, based on the event type, size, presence of alcohol, and other details.

17. Disorderly Guests. Please keep in mind when inviting Guests to your event, that you are inviting them to our home community. We will expect visitors to conduct themselves in a mature, responsible, and respectful manner. Owner reserves the right, in Owner's discretion, to deny admission to, or to remove from the Property, any persons who fail to follow the instructions of Owner's staff or who otherwise fails to conduct themselves in an orderly manner.

18. No Fireworks. Fireworks, sparklers, and similar items are expressly prohibited. This is a dry desert!

19. No Smoking Inside, Clean Up. Smoking of any kind is strictly prohibited inside any building or within 25' of any building's entry or any windows. If smoking does occur indoors, Guest is responsible for all damage caused by the smoking including, but not limited to, stains, burns, odors, and removal of debris. All cigarette butts are considered litter and must be disposed of properly as part of the agreed-upon cleaning policy.

20. Campfires, Candles. Campfires are permitted unless there is a fire ban in effect (inquire with your BSC Rental Coordinator). Note that fire bans may be issued by the State or County at any time and will be adhered to. Only small campfires are permitted. Campfires may only be within the established fire rings provided. Do not make your own fire rings. Do not dispose of bottles, cans, or other trash in fires. If trash is found in fire coals, a cleaning fee will be charged. Blue Sky staff will dispose of coals and fire embers. Due to the danger of wildfire, do not attempt to dispose of coals yourself. **Ensure fires are COMPLETELY OUT by dousing thoroughly with water. Do not bury fires.** Candles may be used outdoors only, except if there is a fire ban in effect. Candles must however be weighted and placed in a durable glass container away from vegetation. Only votive candles and candles in large hurricane glass containers are permitted. **This is a dry desert landscape with high fire risk; guests should be careful to ensure all cigarettes, candles, and campfires are "dead out."**

21. Holding Over. Guest agrees that there shall be no holding over or late departure from the Facility without prior approval. Any unauthorized holding over by Guest shall be subject to a charge of \$150.00 per hour, plus any additional damages or expenses incurred.

22. Insurance. At the Owner's discretion based on the type of event, Guest at its sole cost and expense shall obtain event insurance, including general liability and liquor liability coverages, with a letter of coverage endorsing BSC as an additional insured recipient. Before signing this agreement, confirm with your BSC Rental Coordinator if insurance will be required and the details of the coverage. If determined to be required, Guest agrees to send Owner proof of insurance no later than 30 days prior to the event.

23. Cleaning; Items Left Behind. The Facility will be delivered to Guest in a clean condition. Upon termination of occupancy, Guest will deliver the Facility in the same condition less ordinary wear and tear. "Ordinary wear and tear" does not include damage to property. If Guest does not return the Facility in the same condition, Guest will be responsible for all associated cleaning charges. Owner is not responsible for any property left behind by Guest, Guest's guests, invitees, agents, and sub-contractors. Should the Guest need special

consideration for the removal of property beyond the rental period, this can be arranged prior to the beginning of the event and may be subject to an additional fee.

24. Pets. Pets are permitted on the Property, so long as they maintain good behavior. As the Property abuts a residential area in a community with historic lax containment of pets, it is common that neighborhood dogs and cats can and will be found on Blue Sky Center property. Guest is responsible for any damage or injury caused by pets, be the pets owned by the Guest or owned by invitees of the Guest. Guest is responsible for cleaning up any pet waste. Owner reserves the right, in Owner's sole discretion, to revoke approval for any disruptive pet and to require the pet to be removed from the Facility.

25. Condition of Facility. Guest shall, on arrival, examine the Facility, all furniture, furnishings, appliances, fixtures and landscaping, and shall immediately report, in writing, if any are not in operating condition or are in disrepair. Reporting repairs does not give Guest the right to cancel this Agreement or receive a refund of any payments made.

26. Maintenance. Guest shall properly use, operate, and safeguard the Facility including, if applicable, any landscaping, furniture, furnishings, appliances and all mechanical, electrical, gas, and plumbing fixtures, and keep them clean and sanitary. Guest shall immediately notify Owner of any problem, malfunction, or damage. Guest shall pay for all repairs or replacements caused by Guest, guests and licensees of Guest, excluding ordinary wear and tear. Guest shall pay for all damage to the Facility as a result of failure to report a problem, malfunction, or damage in a timely manner. Guest shall pay for repair of drain blockages or stoppages determined to have been caused by the activities of the Guest.

27. Alterations. Except for decorations approved by Owner, Guest shall not make any alterations in or about the Facility including, but not limited to, moving furniture out of rooms/spaces, painting, wallpapering, adding or changing locks, installing antenna or satellite dish(es), ground alterations, placing signs, displays or exhibits, or using screws, fastening devices, large nails, or adhesive materials other than "clean release" painter's tape, or the like.

28. Rules and Regulations. Guest agrees to comply with any and all rules and regulations that are at any time posted on the Facility or delivered to Guest. You will be charged with any increased costs to Owner due to either the failure to comply with any of the terms of your agreement, permits (if issued), or the violation of any laws.

29. Photography and Videography. By signing below, the Guest agrees that Owner may take photographs of any and all events occurring on the premises and use said photographs for promotional and/or advertising for Owner. Guest is responsible for notifying guests in this regard. Soon after the event, Owner will provide Guest with any photo(s) taken and Guest may reject any photo(s) that portrays a situation or person(s) poorly. Guests may alternatively choose to provide Owner with images and permission from their photographer to use for promotional purposes. Use of drones is not allowed, unless (i) pre-approved by BSC Rental Coordinator, (ii) operated in compliance with all applicable laws, and (iii) with explicit concern paid to the L88 public-use airstrip on the Property at which planes land and take off periodically and without warning.

30. No Assignment of Subletting. Guest shall not assign any interest in this Agreement or sublet any part of the Facility. If this Agreement is assigned or the Facility, or any part thereof is sublet, (i) Guest and all others may be required to leave the Facility, or be removed from the Facility; (ii) Guest is in breach of this Agreement; and (iii) Guest forfeits its right to return of any security deposit.

31. Joint and Individual Obligations. If there is more than one Guest, each one shall be individually and completely responsible for the performance of all obligations under this Agreement, jointly and individually with every other Guest.

32. Indemnification. Guest agrees to indemnify, defend and hold harmless Owner, and its agents, employees, officers, directors, shareholders, managers, members, representatives and assigns (collectively, the “Owner Parties”), from and against any and all claims, disputes, judgments, injuries, losses, damages, costs and attorney fees arising out or relating to the use of the Facility by Guest or Guest’s invitees or licensees, except to the extent caused by the gross negligence or willful misconduct of the Owner Parties.

33 Trademark. The Blue Sky Center name and “BLUE SKY” logo are trademarks of Owner. Guest may use the Blue Sky Center name and “BLUE SKY” logo only in connection with the advertising and promotion of the event. Any other use requires written permission from Owner.

34. Visiting the Property; Tours. For any visits to the Property by Guests or vendors prior to an event or stay, Guest must make an appointment with Owner. Tours of the Blue Sky Center for your event - covering the sites history and our nonprofit’s mission-aligned activities - may be requested with at least 15 days notice in advance of your event.

35. Excuse of Performance (Force Majeure). The performance of this agreement by Owner is subject to acts of God, war, government regulations or advisory, disaster, fire, accident or other casualty, strikes or threats of strikes, labor disputes, civil disorder, acts and/or threats of terrorism, or curtailment of transportation services or facilities, or similar cause beyond the control of Owner. Should the event be cancelled through a Force Majeure event, all fees paid by Guest to Owner - except any fees/payments otherwise explicitly reserved within this Agreement - will be returned to Guest within thirty (30) days or Owner will allow for the event to be rescheduled, pending availability, with no penalty, and there shall be no further liability between the parties.

36. Miscellaneous. This Agreement is the complete and exclusive agreement of the parties with respect to the subject matter hereof. This Agreement may be amended only by a written agreement signed by both parties. The invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity or enforceability of any other of its provisions. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors, heirs, and assigns. No breach of this Agreement may be waived unless in writing; no waiver of any breach will be deemed as a waiver of any other breach of the same or other provisions. This agreement shall be governed in all respects by the laws of the State of California. in any action or proceeding connected with this agreement, the parties expressly consent to the jurisdiction and venue of the Superior Court in and for the County of Santa Barbara, California. In any action or proceeding to enforce the terms of this Agreement, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred therein. Each individual executing this Agreement on behalf of a corporation, partnership, limited liability company, or other entity represents or warrants that they are duly authorized to execute and deliver this Agreement on behalf of said entity, and that this Agreement is binding upon said entity in accordance with its terms and in no way stands in contravention of any prior agreement to which said entity is a party. Time is of the essence. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Facsimile or electronic copies of signatures shall be deemed to be originals.

AGREEMENT. I have read and understand the policies and rules concerning events held at Blue Sky Center. I agree to uphold them and ensure that contractors, vendors, and members of the event party will abide by the policies and rules. I understand it is my responsibility to inform all parties - guests, coordinators, entertainment acts, caterers, florist, photographers, and the like - that they must also conform to this Agreement.

Primary Guest’s Initials _____

This rental contract must be signed, all pages initialed, as well as appropriate deposits submitted in order to confirm your reservation.

Signed:

_____ <i>Signature of Guest - Primary Contact</i>	_____ <i>Printed Name of Guest - Primary</i>	_____ <i>Date</i>
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_____ <i>Signature of Guest - Secondary Contact</i>	_____ <i>Printed Name of Guest - Secondary</i>	_____ <i>Date</i>
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_____ <i>Signature of BSC Rental Coordinator</i>	_____ <i>Printed Name of BSC Rental Coord.</i>	_____ <i>Date</i>
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_____ <i>Signature of Blue Sky Center Executive</i>	_____ <i>Printed Name of BSC Executive</i>	_____ <i>Date</i>
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