



## Carquinez Women's Club

Established 1914

California Historical Landmark No. 731

Located at:

### The Old Homestead

995 Loring Avenue, Crockett, CA 94525

Mailing address: PO Box 164, Crockett, CA 94525  
(510) 660-5174

## Terms and Conditions

### Payment Forms Accepted by the Carquinez Women's Club

- Credit and debit card payments are accepted online.
- Checks are accepted in person or mailed to:  
Carquinez Women's Club  
PO Box 164  
Crockett, CA 94525

### Returned Payment Fee

If any payment is returned or rejected, through no fault of the company, an additional \$45 returned-payment fee will be charged and due upon receipt.

### Cancellation Policy:

- If the Customer cancels the reservation at any time the Non-Refundable Reservation Fee is forfeited.
- If the Customer cancels the reservation less than ninety (90) days prior to the event, all funds are forfeited (excluding refundable security deposit). This includes if the customer chooses to cancel due to weather.

### ADDITIONAL INFORMATION, TERMS AND CONDITIONS OF THE AGREEMENT

1. Reserving The Old Homestead for a specific Event Date  
Customer agrees that in order to reserve an event date at The Old Homestead they will provide a Non-Refundable Reservation Fee and an Initial Payment that is due at the time of the signing of this Agreement. The Non-Refundable Reservation Fee will not be returned in the event of a cancellation or force majeure. A one-time change in the event date will be allowed provided that The Old Homestead can accommodate the new date. The new date must be scheduled within the same calendar year as the original date, (or at the discretion of the Company), failure to do so will result in forfeiture of the Non-Refundable Reservation Fee.
2. Refundable Security Deposit  
Security Deposit will be refunded 3-4 weeks after Customer's Event. Charges against Customer's Security Deposit will be made for any cost including, but not limited to, damages to floors, walls, furnishings both inside and outside, patios, landscaping, fences, building(s), structure(s) and/or personnel overtime charges, additional rental time charges, additional cleaning fees, law enforcement, fire or alarm services, noncompliance of contract, and any other unusual costs incurred. Customer agrees that any damages not covered by the Refundable Security Deposit will be billed and due upon receipt.
3. Mandatory Insurance Coverage
  - a. Customer agrees to email an insurance certificate to [Info@theoldhomestead.org](mailto:Info@theoldhomestead.org) a minimum of 90 days prior to Event Date with two types of Insurance Coverage:
    - i. Host Liquor Liability Insurance Coverage.
    - ii. General Liability Insurance Coverage.

\*subject to change due to State and Contra Costa County mandates.

- b. Both Insurance Coverages must meet the following requirements:
  - i. Insurance carrier must have an AM Best rating of A or higher.
  - ii. Provide bodily injury and property damage liability protection in the amount of \$1,000,000 per occurrence and a minimum \$2,000,000 aggregate.
  - iii. Defense must be outside of policy limits.
  - iv. Additional Insureds must include, "The Old Homestead, C&H Sugar Company, Inc., The Carquinez Women's Club, its Directors, Officers, Agents, Staff, Employees, and Volunteers".
- c. An Event will not be allowed to proceed without the proper insurance coverages.
- d. Vendors must carry all required licenses, liquor licenses and insurances as required by local law.
- e. Insurance must cover any additional days such as rehearsal, multi-day events, etc.

#### 4. Outdoor Furnishings

- a. Outdoor Furnishings available:
  - i. White padded folding chairs
  - ii. 60" round tables
  - iii. 96" rectangular tables
  - iv. Bar
  - v. Arbor
- b. Customer will have an appointment with CWC Representative(s) to review their event paperwork, such as layout and flow plan, 30-60 days prior to event by appointment.
- c. Event Staff will set up the outdoor furnishings before rental time on event day.
- d. Customer agrees to have facility cleared, cleaned and ready for final walk around by end of rental time.
- e. Event Staff will begin break down at end of rental time.
- f. Customer agrees to pay twice the cost of an additional hour for exceeding rental time without making prior arrangements.

#### 5. Finalize Paperwork

Final review of all paperwork must be accomplished thirty (30) days prior to event date and includes such items as the layout and flow plan, rental checklist, vendor list, day of event person and additional hours.

#### 6. Restrictions

The Customer has read and agrees to abide by the following rules and restrictions at the Property.

Non-compliance could result in the forfeiture of the refundable security deposit and additional billing.

- a. Alcoholic Beverages
  - i. Alcoholic beverages must only be served to individuals twenty-one (21) years of age and over.
  - ii. Serving of alcohol must cease thirty (30) minutes prior to end of rental time.
  - iii. The sale of alcoholic beverages is prohibited.
- b. Birdseed and Rice
  - i. The use of birdseed, rice, glitter, confetti, loose flower petals or loose candy is not permitted inside or outside the facility.
- c. Clean Up, Recycling, and Garbage
  - i. All tables must be cleared by end of rental time.
  - ii. Garbage cans and recycling bins are provided.
  - iii. All indoor and outdoor garbage must be placed in designated area by end of rental time.
- d. Dancing and DJ
  - i. A paver circle near the band area is designated as the dance floor.
  - ii. Dancing is not permitted on the deck or shade patio.
  - iii. There is a designated DJ area with a 20 AMP power supply.
  - iv. All amplified music must stop by 10:00PM.

- e. Decorations
  - i. All deliveries, set up, decorating, and pick-ups must occur within the Customer's paid rental time.
  - ii. Indoor decorations may use existing hooks or be free standing.
  - iii. Outside decorations may be applied with painters tape or zips ties.
  - iv. Drilling or affixing into any tree, material or surface is strictly prohibited.
  - v. Arbors, decorative structures and signs must be free standing to prevent damage to underground irrigation and electrical systems.
  - vi. Bubbles are permitted outdoors.
  - vii. Balloon and lantern releases are prohibited.
  - viii. All decorations and vendor equipment must be removed prior to leaving the premises.
  - ix. The Company is not responsible for event / party rental items.
  
- f. Dogs
  - Only service dogs are allowed on the premises.
  
- g. Flames
  - i. Small votive candles in glass containers and candles in hurricane lamps are allowed.
  - ii. All other open flames are strictly prohibited, including torches, fireworks and sparklers.
  
- h. Furniture
  - i. Interior furniture may not be removed from the building.
  - ii. Dining table, buffet table and piano must always be protected and are not to be moved, altered or adjusted by the Customer. Doing so will result in the forfeiture of the Security Deposit.
  - iii. 1 or 2 leaves may be removed from the dining table upon prior arrangement.
  
- i. Jumpies/Jump Houses
  - Jumpies/jump houses are not permitted.
  
- j. Kitchen
  - Customer agrees to share this information with their caterer prior to the event.
    - i. Small parking area may be used for barbecue, taco cart, mobile kitchen, food trucks or other cooking equipment.
    - ii. Fire regulations prevent cooking inside, but the stove and oven are available for warming and reheating.
    - iii. A commercial refrigerator is available during rental hours.
    - iv. There is no in sink disposal, all food must be scraped into the garbage.
    - v. Customer will supply the dinnerware, serving ware and cookware of their preference.
    - vi. Kitchen must be cleared and cleaned by end of rental time.
    - vii. Items in the drawers and cupboards belong to The Old Homestead and are not allowed to be removed from the premises.
  
- k. Lights
  - String lighting over garden is provided, additional overhead lighting is restricted.
  
- l. Parking Lot
  - The Company is not responsible for valuables.
  
- m. Smoking
  - Smoking is permitted in designated areas with provided receptables.

n. Tents

- i. Large event tents are permitted in the small parking area.
- ii. Free standing canopies, pop up tents, outdoor heaters, umbrellas with stands or other similar items are allowed on hardscaped areas, (shade patio, deck, DJ area, small parking area).
- iii. The main parking lot is reserved for parking only.

7. Successors and Assigns

All of the provisions of this Agreement will be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.

8. Choice of Law and Jurisdiction

The laws of the State of California, without reference to conflict of law provisions, will govern the validity of this Agreement, the construction of its terms and interpretation of the rights and duties of the parties hereto. Any claims, legal proceeding or litigation arising out of, or in connection with this Agreement shall be brought solely in Contra Costa County, California, and Customer consents to the jurisdiction thereto.

9. Interpretation

This Agreement shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the parties hereto.

10. Waiver

Waiver by one party hereto or breach of any provision of this Agreement by the other will not operate or be construed as a continuing waiver.

11. Assignment

The Customer shall not assign any of the Customer's rights under this Agreement, without the prior written consent of the Company.

12. Modification or Amendment

No amendment, change or modification of this Agreement will be valid unless in writing signed by the parties hereto.

13. Entire Understanding

This Agreement and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

14. Unenforceability of Provisions

Should any provision of this Agreement be declared or be determined by any court of competent jurisdiction to be wholly or partially illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal, unenforceable, or invalid part, term, or provision shall be deemed not to be a part of this Agreement.

15. Attorneys' Fees

If the services of an attorney are required by any party to secure the performance of this Agreement or otherwise upon the breach or default of another party to this Agreement, or if any judicial remedy or arbitration is necessary to enforce or interpret any provision of this Agreement or the rights and duties of any person in relation thereto, the prevailing party will be entitled to attorneys' fees, costs and other expenses, in addition to any other relief to which such party may be entitled. Any award of damages following judicial remedy or arbitration as a result of the breach of this Agreement or any of its provisions will include an award of

prejudgment interest from the date of breach at the maximum amount of interest allowed by law.

16. Force Majeure

In the event of a force majeure, including but not limited to acts of God, natural disasters, governmental regulations or advisories, a recognized health threat or pandemic (including but not limited to COVID-19, H1N1, or similar infectious diseases), or another similar unforeseen occurrence beyond the control of the parties, where any of those factors, circumstances, situations, or conditions make the Old Homestead unavailable or where any of them make it illegal or impossible to hold the event on the scheduled date, the Company and Customer shall reschedule the event. In such a case, Customer's only remedy will be to reschedule and failure to do so will result in forfeiture of the Non-Refundable Reservation Fee. The Company also reserves the right to deny a request that was previously approved. In this event, every effort will be made to give as much advance notice as possible.

17. Indemnity

The Customer hereby voluntarily assumes any and all risks including injury to any person or property, and agrees to indemnify, defend, protect, and hold harmless the Company, its directors, officers, staff, employees, volunteers, and agents from and against any claim, damage, loss, lawsuit, expense and/or liability (collectively, "Claims") whatsoever for any injury, death, or damage to any person or property in any way related to the use of the Property by the Customer, its guests, caterers, vendors and any other person on the premises of the Property, except to the extent such Claims arise out of the sole negligence or willful misconduct of the Company; and that if there are minors in the group using the facilities at the Property, Customer will accept full responsibility for them throughout the period covered by this Agreement. Customer further agrees to acquire and maintain such insurance as required in the Section entitled "Mandatory Insurance Coverage" of this Agreement. This obligation of Indemnity shall survive the term of this Agreement.

All prices and procedures contained within this Agreement are subject to change.

The Carquinez Women's Club reserves the right to continually improve and maintain the facilities as required.

All parties agree that original, faxed, scanned and electronic copies of signatures become legally binding once submitted.