

Southern Mono Historical Society

Rules, Regulations and Release

Mammoth Museum at the Hayden Cabin is operated by the non-profit 501(c)3 Southern Mono Historical Society and is located on Forest Service land. The Southern Mono Historical Society reserves the right to terminate use of the Hayden Cabin grounds to any organization or individual that violates the following policies and procedures. **That the parties hereby released accept no liability of any sort by reason of said use and occupancy of the premises. I/We declare that the terms of this use agreement have been completely read and are fully understood and are voluntarily accepted.**

_____ (Client/s Initials)

INDEMNIFICATION

Client agrees to indemnify, defend, and hold harmless Southern Mono Historical Society, its landlord, officers, employees, and agents from any liabilities, costs, penalties, or expenses arising out of and/or resulting from the rental and use of the premises, including but not limited to, the personal guarantee of provision, service, and dispensing by Client, its employees, invitees, and agents of alcoholic beverages on the grounds of the Hayden Cabin. The Client also agrees to indemnify and hold harmless the Southern Mono Historical Society, its officers, agents, and employees against any and all liability, claims, actions, demands, or losses of any kind or nature that may occur or be claimed with respect to any person or persons, corporation, property or chattels, on or about the grounds of the Hayden Cabin or to the property itself resulting from any act done, or omission by or through the Client, its agents, contractors, employees, guests, invitees, or any person on the grounds of the Hayden Cabin by reason of Client's use or occupancy thereof. These may include, but are not limited to accident, injury or damage to property arising from any act of the Client's guests whether intentional or negligent, which occur during use.

SECURITY

Southern Mono Historical Society, does not accept any responsibility for damage to or loss of any articles or property left at Mammoth Museum or on the grounds of the Hayden Cabin prior to, during or after the event. The Client agrees to be responsible for any damage done to Mammoth Museum, the Hayden Cabin or the grounds of the Hayden Cabin by the Client, its guests, invitees, employees or other agents under the Client's control or direction. At all events, the Southern Mono Historical Society will appoint a representative to be in charge of the event, open and close buildings, and be available during museum operating hours. Certain events that end after dark may be required to have security personnel present. The Southern Mono Historical Society is not responsible for security. All security costs are the responsibility of the Client. Client agrees that Southern Mono Historical Society staff and museum guests and/or the general public may enter and exit the premises during the course of the event. A representative of Southern Mono Historical Society will be on site during museum operating hours and will be checking periodically with the responsible parties to ensure everything is running smoothly. Staff will also be checking the overall premises, lights, electrical, etc., and will be available for questions or to respond to your needs or any issues that may arise at any time during museum operating hours.

ALCOHOL

As the host of a private party, Client acknowledges responsibility for the proper and lawful consumption of alcoholic beverages on the grounds of Hayden Cabin during the duration of the event described in this contract. Alcoholic beverages cannot be self-served. The catering service and its agents will exercise due care in serving alcoholic beverages, and will refuse service to any person appearing to be under the age of 21 or any person who appears to be intoxicated. Identification and proof of age will be requested from any person who appears to be under 21 years of age. Alcoholic beverages will be removed from anyone believed to be a minor or from any intoxicated person.

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Client shall monitor all service of alcohol and specifically acknowledges that Client is solely liable for the consumption of any alcohol by any person on the premises and that such liability shall extend to any aspect regarding the consumption of alcohol. Southern Mono Historical Society staff may ask guests for identification to verify age and reserves the right to ask the entire party to leave if (1) a minor is consuming alcohol; (2) an adult is providing alcohol to a minor; or (3) a guest or guests appear intoxicated and refuses to leave the premise. Southern Mono Historical Society must receive proof in advance that you or persons contracted by you have valid licenses and permits for selling and/or serving alcoholic beverages. The Client agrees to fully cooperate with and assist Southern Mono Historical Society, the catering service, and its agents in enforcing the laws and the policies of the Southern Mono Historical Society regarding the consumption of alcoholic beverages. Vendor staff may not consume alcoholic beverages while on the premises during an event. It is Client's responsibility to dispose of any leftover beverages properly in containers and remove from the premises. The pouring of any beverages other than water onto grass, in bushes, on trees, in creek, or anywhere at the Hayden Cabin grounds will result in an extra clean-up charge. A special daily alcohol license for the day of your event will be included if needed.

CATERING

Southern Mono Historical Society reserves the right of final approval of all outside caterers and any other vendors selected for the event. If the Client selects a caterer that is new to our facility, that caterer must meet with our event manager to familiarize themselves with the facility's rules and to view the facility. This can be done through your event planner/coordinator and is required two weeks in advance of the event. The Hayden Cabin is a 100 year-old historic structure with limited electricity and for that reason it is necessary that caterers provide their own power source. All event trash must be disposed of in designated areas at the conclusion of the event, and may not be left on the premises overnight. The use of recycling receptacles is encouraged.

SMOKE FREE FACILITY

Mammoth Museum and the grounds of the Hayden Cabin are a smoke free facility. Hayden Cabin is a potentially flammable 100 year-old historic structure. Open flames, frying, or other cooking is not allowed near the museum or on the grounds of the Hayden Cabin. Smoking is not permitted at the Mammoth Museum or on the Hayden Cabin grounds or surrounding areas. If smoking materials are discarded in planters, on grass, roadways, trail or grounds, an extra cleanup charge will be imposed. Any guests violating the smoking restrictions will be asked to vacate the premises by the event staff.

MUSIC AND ENTERTAINMENT

Please be aware Mammoth Museum at the Hayden Cabin is located in the town of Mammoth where noise regulations do apply. If Client's event creates a disturbance due to high noise volume, the Southern Mono Historical Society on-site staff has full authority to ask the Client's DJ or live music provider to turn the entertainment volume down and/or off. Music must end by 10:00 PM. DJs, bands and musicians that abuse our usage rules will not be allowed back. The Client is responsible for ensuring that music providers understand these conditions.

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PARKING

Mammoth Museum at Hayden Cabin is located on a rural gravel driveway in the Town of Mammoth Lakes. Parking is extremely limited on site. A parking attendant – placed at the entry road turn off - will be required for any group event. This ensures that only designated areas will be used and that damage to native shrubbery and grass is avoided. The road leading into the Hayden Cabin must be clear at all times for emergency vehicle access. Vendors and guests are encouraged to carpool whenever possible to minimize congestion in the parking areas and on our roadways. Five (5) ADA parking spaces will be available in the Museum parking lot, for vehicles displaying the appropriate identification. A parking plan must be submitted in writing to Southern Mono Historical Society two (2) weeks prior to event. Additional parking may be available at Sierra Meadows Ranch with prior approval. Contact Sierra Meadows Ranch at 760-934-6161. Pick-up and drop off of guests unable to walk into the event is permitted, but vehicles doing so must park off site.

PORTABLE BATHROOMS

Availability of the museum portable bathroom will be discussed on a “as requested” basis and may not be available depending on proposed site use.

UNFORSEEN EVENTS

Client agrees that Southern Mono Historical Society and its officers shall not be liable for losses, damages (including attorney’s fees, court costs, and consequential damages), detention, delay or failure to perform in whole or in part resulting from causes beyond its control, including but not limited to acts of God, fires, weather conditions, power outages, inability to obtain supplies or requirements including any local legislation regarding liquor license requirements. Last minute cancellations of outdoor site use due to inclement weather will not be considered for refunds. For the safety of all involved, should hazardous weather occur, such as earthquake, severe thunderstorm, lightning strikes, etc., the Southern Mono Historical Society reserves the right to mandate taking shelter, stop alcoholic beverage serving, and require bands and musicians to switch to acoustic entertainment only, adjust volumes or terminate recorded music until hazardous weather is deemed no longer a threat. If hazardous weather requires the evacuation of our property for the safety of our guests, the event will be terminated, and guests will be required to vacate the premises.

OTHER REQUIREMENTS

Per the US Forest Service and Mammoth Lakes Fire Department, propane appliances and jellied gas (“sterno”) are the only flame producing appliances allowed and are to only be used in the manner they were designed for.

Parking needs to be off site, including keeping the entry road clear, for the width of fire apparatus in the event of an emergency and required Fire Department turn around. Handicap needs are addressed by five (5) on site spaces and then any additional beyond that drop off and park elsewhere. Caterer and event set up people can drop items and then they must park elsewhere.

The interior of the museum and other buildings are NOT available for any use associated with the event and cannot be used as staging, storage, charging of equipment, etc.

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The museum grounds and the creek area are Forest Service public space. Events cannot request that there be any restrictions placed on public access at any time, including after the museum closes for the day. Members of the general public cannot be approached in a manner that restricts their free access and movement around the site.

Cabin exterior lighting will be left on at evening closure the day of the event.

Use of an “aerial drone” requires prior approval by the Southern Mono Historic Society plus any required operating permits from the US Forest Service for “commercial use of a drone on US Forest Service property”.

MUSEUM OPERATING HOURS

- Memorial Day Weekend & June: 10 AM to 4 PM
- July, August & Labor Day Weekend: 10 AM to 6 PM
- Balance of September: 10 AM to 4 PM

The Mammoth Museum at the Hayden Cabin does not alter operating hours for events.

SEVERABILITY

If any provision of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction (the grounds of the Hayden Cabin are US Forest Service property) finds that any provision of this contract is invalid or unenforceable, but that by limiting such provisions it would become valid and enforceable, then such provisions shall be deemed to be written, construed, and enforced as so limited.

ENTIRE AGREEMENT

This contract contains the entire agreement between the parties and there are no other promises or conditions in any other agreement whether oral or written. This agreement supersedes any prior written or oral agreements between the parties.

AMENDMENT

This agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

“AS IS” CONDITION

Mammoth Museum at the Hayden Cabin is a 100-year old historic structure and at this time electrical resource and electrical outlets are limited. Each outlet on the premises provides 15amps of electricity and for this reason Southern Mono Historical Society urges Client vendors to provide their own power source such as a GRCI/UL certified generator with Forest Service approved spark arrestor. A great deal of volunteer work and effort goes into the care and preservation of the cabin and its surroundings. The Client recognizes that, as such, the facility is accepted “as is” and “with all faults”.

OTHER RULES AND REGULATIONS

- No food or drink inside the Mammoth Museum at the Hayden Cabin.

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- No equipment or material may be affixed to buildings or structures.
- No climbing on buildings or roofs.
- No moving or removing artifacts or exhibits on the Mammoth Museum at the Hayden Cabin grounds.
- No material such as sawdust or wood chips may be placed on grounds.
- No rice, confetti, glitter, synthetic flower petals or birdseed is allowed on grounds.
- Other limitations may apply and will be discussed during pre-event walk down and event provided site map/proposed layout. Both of which are required at least two (2) weeks prior to the event.

Your grounds rental fee goes directly toward the further preservation and protection of Mammoth Museum at the Hayden Cabin to enhance public knowledge of the history of the southern Mono County region and the collection, interpretation, and display of artifacts pertaining to such history and culture! We appreciate you choosing the facility grounds for your special event and look forward to sharing this time with you. After you have read all rules, regulations, and release carefully please sign and return. Thank you.

Number of guests

Event Date/Time

Print Name of Client
(Person financially responsible for event)

Signature of Client

Date

Name, phone number, email of Client (Person financially responsibility for event)

Signature of Southern Mono Historical Society Event Manager

Date

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CONTACTS

Southern Mono Historical Society Facility Coordinator: info@mammothmuseum.org

Mammoth Museum at the Hayden Cabin: 760-934-6918

Transportation

Eastern Sierra Transit Authority www.estransit.com 1-800-922-1930

Mammoth All Weather Shuttle www.mawshuttle.com 760-709-2927

Mammoth Taxi www.mammoth-taxi.com 760-924-TAXI

Parking

Sierra Meadows Ranch www.sierrameadowsranch.com 760-934-6161

Portable Bathrooms

Mammoth Disposal 760-934-2201

Preferred Septic (Bishop) 760-873-5699