



Fallbrook Land Conservancy's
Palomares House & Park
Rental Policy



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Purpose: General Rules

The purpose of Fallbrook Land Conservancy's (FLC) Rental Policy is to provide all board members, officers, staff and renters with a clear understanding of the responsibilities and rules pertaining to the rental of the historic Palomares House and Park for regular meetings, one-time meetings, private and public events.

Anyone requesting use of the Palomares House and Park must be a current member in good standing with the Fallbrook Land Conservancy.

A. Procedures

1. RENTAL APPLICATION must be submitted to FLC Administrative Assistant with a security deposit check equal to 50% of your rental fee. Rental applications must be completed one (1) month in advance and be approved by the Executive Director.
2. All meetings of the FLC Board subcommittees take precedence over renters.
3. FLC Board Members, Staff and Emerald Grove Members of the Fallbrook Land Conservancy are permitted one event per year without rental fees.
4. Availability is based on first-come first-served basis. **No cash will be accepted.** Checks, money orders or credit card payments (online only) should be payable to Fallbrook Land Conservancy. There will be a \$20.00 service charge for checks returned by the bank plus any additional charges from the bank.
5. Key(s) will be issued once Rental Contract is signed, Certificate of Liability Insurance naming Fallbrook Land Conservancy as additional insured and Key deposit is on file.
6. For all weekend rentals keys must be secured by 11:00AM the Thursday before your initial meeting. The Office is closed on Fridays.
7. All third-party vendors must also provide Fallbrook Land Conservancy with a copy of liability insurance prior to first meeting and/or Event.
8. Executive Director has the authority to waive or reduce fees or rent to non-profit or community groups and organizations.
9. Meetings may be scheduled and/or cancelled within 24 hours' notice.

INITIAL, PART A: _____

B. Building Usage

1. The Palomares House and Park is part of a residential neighborhood and therefore our hours for meetings are 9:00 a.m. until 9:00 p.m.
2. **The meeting room of the Palomares House is limited to 49 occupants.**
3. Meetings in excess of 50 attendees/participants/members must be held outdoors on the patio with access to the interior building for preparation, plumbing and/or bathroom use, or relief from inclement weather only, in accordance with Title 24 of the California Code of Regulations parts 8 & 9.
4. Alcohol is permitted on the premises; however, any events during which it will be sold must acquire a daily license to do so through Alcoholic Beverage Control.
5. This is a non-smoking building. All smoking must be outside the building. Do not dispose of cigarettes on the ground, grass or parking lot.



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6. The renter must be present at all times during the function. The renter is responsible for all rented areas including, but not limited to, the Palomares House, bathrooms, patio area and park.
7. Chairs and tables, stored inside the Palomares House, may be used on the patio or inside the Palomares House. These must be folded and returned to their racks or the hallway when you are finished.
8. All chairs in the barn may be used on the patio and returned when finished.
9. The sink area may be used but no washing of dishes and no food disposal.
10. Decorations should be attached to walls with approved tape only. Do not use thumbtacks, pins or staples.
11. NOISES, i.e. Voices, Projected Presentations, Videos and/or Music, must be kept at a moderate level in accordance with SD County Noise Abatement Code Title 3, Division 6, Chapter 4.
12. **Please be mindful of and courteous to surrounding neighbors.** Excessive noise, abusive or unacceptable behaviors resulting in complaints will not be tolerated.
13. Only flameless candles are permitted.
14. Outside of Service Animals protected by the ADA, no animals are allowed to roam freely in the meeting room (interior) of the Palomares House. Pets abiding by SD County Ordinance "leash law" within the Art Park are permitted in accordance with Title 6, Division 2, Chapter 6.

INITIAL, PART B: _____

C. Cleanup Procedures

Amenities and equipment included are: two (2) half bathrooms and supplies, rectangular folding tables, folding chairs, mini-fridge, microwave, electricity and water (suitable for hand-washing), ceiling fans, floor fan, an outdoor patio area, outdoor grass area and ample parking spaces are included in your rental fees.

1. All counters, floors, tables and chairs must be wiped clean.
2. Floors must be swept and any spills on the floor must be cleaned up immediately upon occurrence.
3. No tape, pins or nails on the Palomares House walls.
4. Trash in the Palomares House and on the patio and bathrooms must be taken to the dumpster located behind the barn.
5. All lights, heater and fans must be turned off.
6. All doors and windows must be locked.
7. Keys must be returned to the Administrator during posted Operating Hours.
8. Parking lot, patio and entrance should be cleaned free of any debris from your event.
9. All window coverings returned to condition in which they were found upon entry.
10. All doors to be locked by the Key Holder representative.

INITIAL, PART C: _____

D. Youth Activities

1. Any activity consisting of 75% youth (under 18 years of age) must be chaperoned. One chaperone, over the age 21, for each 10 youths must be present at all times.
2. **ALCOHOLIC BEVERAGES ARE STRICTLY PROHIBITED AT YOUTH ACTIVITIES.**

INITIAL, PART D: _____



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Palomares House & Park Rental: Meetings

Meetings are defined as regularly recurring and ongoing.
Contractual agreement is good for one calendar year and must be renewed annually.

E. Recurring Meetings: Policies & Fees

RENTAL APPLICATION must be submitted to FLC Administrative Assistant.

Rental applications for recurring meeting requests must be completed one (1) month in advance of first meeting and approved by Executive Director.

Meetings cannot exceed 49 people, or 4 hours.

RENTAL FEE is due on or before the date the keys are picked up from the Management Office.

Certificate of Insurance naming Fallbrook Land Conservancy as additional insured must be on file and current.

KEY DEPOSIT must be on file with Administrator for overnight key privileges.

For all weekend rentals, key(s) must be secured by renter by 11:00AM the Thursday before your initial meeting; key(s) returned Monday between 9 am and 12 pm. Key Deposit is refunded once all key(s) issued per contract are returned. **Note: The Office is closed on Fridays.**

To retain a Key on your person, there is an annual fee of \$200. Key fee will be reimbursed after annual rental contract ends, or when key is returned; whichever comes first.

INITIAL, PART E: _____

In addition to Annual Membership dues to FLC, rental fees for regularly recurring meetings will be charged as follows:

Meeting fees:

1 per month: \$100 annually

2 per month: \$155 annually

One-Time Meeting: \$20/per hour*

Lost Key fee: \$125 per incident

Refundable Deposit:

Key Holding Privilege Fee: \$200 per key issued

Temporary Key Deposit (24-72 hours): \$125 per key



Palomares House & Park Rental: EVENTS

Please check here and skip this section if not applicable at this time.

Events are defined as one-time occurring.

Contractual agreement is good for one event per agreement; each Event agreement must be accompanied by an application reviewed and approved by Executive Director for each event.

F. Parties, Gatherings, Events: Policies & Fees

- RENTAL APPLICATION must be submitted to FLC Administrative Assistant.
- Rental applications for event requests must be completed two (2) months in advance of event and approved by Executive Director.
- RENTAL FEE is due on or before the date the keys are picked up from the Management Office.
- KEY DEPOSIT must be on file prior to access to the site.
- Certificate of Insurance naming Fallbrook Land Conservancy as additional insured must be on file.
- For all weekend rentals keys must be secured by 11:00AM the Thursday before your initial meeting. The Office is closed on Fridays.
- A pre-inspection walk-through will be conducted with the renter or designated representative on the date the keys are picked up. Any discrepancies should be noted in writing.
- A post-inspection will be conducted by the Administration Assistant or a designated representative. All areas must be returned to pre-rental condition.
- Trash must be secured and taken to the trash containers located in the parking lot. Any discrepancies will be listed.
- The cost of damages or clean up from the event will be deducted from the security deposit. If such cost exceeds the amount of deposit, the renter will be billed for the additional cost involved. If no discrepancies are listed and the Palomares House and Park is returned to the pre-rental condition you will get your deposit check back, by mail, no later than two weeks following your event.
- Violations to the General Rules may result in forfeiture of deposit and/or rental privileges in the future.
- Events cancelled less than one week/7 days in advance are subject to cancellation fees that will be deducted from the deposit.
- Absolutely no one is allowed on top the patio trellis.
- No tarps or covers to be placed on top of the trellis.
- **Events cannot exceed 49 people, or 9 hours for Palomares House interior.**
- **Events exceeding 50 people, must reserve Palomares House and Park and Dinwiddie Preserve parking.**
- **All events exceeding 50 people must also acquire and provide portable toilets and portable hand wash areas.**
- **Events anticipated to exceed 100 persons must be assessed and approved by the Executive Director on a case by case basis.**

INITIAL, PART F: _____



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In addition to Annual Membership dues to FLC, rental fees for events will be charged as follows:

Event Fees:

Event fees are due upon Executive Director approval of application, no later than one week prior to rental to reserve time on the Palomares House calendar.

1 to 25 people for 4 hour event: \$150

26 to 49 people for 4 hour event: \$250

Additional hourly rental fee (including set up & clean up): \$25 per hour

50 to 100 people for 4 hour event: \$350*

**with Executive Director Approval only*

Refundable Deposits:

Event \$100

Deposit due at reservation with application.

Key Deposit: \$125

Due upon receipt of key(s); deposit amount is per key.

Lost Key fee: \$125 per incident

NOTE:

Fallbrook Land Conservancy Emerald Grove members in good standing receive 4 events per year/1 per quarter and a \$50 discount rental fees on 5th event and beyond.

Nonprofit Organizations receive a reduced rate of 50% discount on all rental fees (submit Letter of Designation as Tax-exempt corporation with application)



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FALLBROOK LAND CONSERVANCY's Palomares House & Park
RENTAL APPLICATION: Meetings & Events

Name of Renter: _____
 Company/Organization _____
 Address: _____

Home Phone: _____ Cell Phone: _____
 Email: _____

Non-Profit? _____ Tax ID Number: _____

FLC Member Status? new current Membership Renewal date: _____

Desired Meeting Times:

Duration? 2 hours 4 hours 6 hours other: _____

Pattern? Weekly Monthly Bi-Monthly Quarterly

Length of Need? One-year Other: _____

Number of Meeting participants (on average): _____

Proof of Insurance (attach) Dinwiddie Parking (circle one): Y N

Desired EVENT DATE:

A separate application must be completed and approved for each individual event.

Desired Event Date: _____

Start & End Times (include prep times): _____

Description of Event: _____

Number of Guests: _____ Dinwiddie Parking (circle one): Y N

Proof of Insurance (attach) CEP application (attach) ABC Day Use Permit (attach)

Publicity Plan:

- Private Event
- Partner Event (Portion of the Proceeds to FLC)
- Fundraiser for FLC (100% of the Proceeds to FLC)



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**FALLBROOK LAND CONSERVANCY's Palomares House & Park
 RENTAL AGREEMENT: Terms & Conditions**

Renter, hereinafter **LESSEE**, shall hold harmless and indemnify the Fallbrook Land Conservancy, hereinafter **LESSOR**, its successors and assigns, and its officers and directors, both individually and collectively, from and against any and all liabilities, cost, damages, expenses, and any attorneys' fee or cost of defense resulting from or attributable to any and all acts and omissions of mine/ours and by my/our guests and invitees, pertaining to the use of the Palomares House and Park facilities located at 1815 S Stage Coach Lane, Fallbrook California 92028, including, but not limited to, damage or injury to LESSEE's guests, or attendees' person, possessions or property.

LESSEE accepts full responsibility for maintaining the condition of all property (building, wood flooring, furniture, appliances, etc.) as originally provided at the time of the pre-event inspection. LESSEE fully understands that if the property is not in the condition as it was at the time of the pre-event inspection, the security deposit will be forfeited, to the extent necessary to return the facilities to its pre-event condition. In the event damages exceed the total dollar amount of the security deposit, LESSEE hereby accept full responsibility for the payment of all damages over and above the amount of the security deposit.

LESSEE agrees to pay for all reasonable costs, attorneys' fees, expenses that shall be incurred by the LESSOR if legal action is taken to enforce the terms of the PALOMARES HOUSE AND PARK RENTAL POLICY.

LESSEE has received a copy of and agree to abide by the procedures and operating guidelines of the LESSOR. LESSEE understands that failure to comply with these procedures and operating guidelines may result in the loss of the right to use the Palomares House and Park.

Renter/Lessee Signature: _____ Date: _____

Application subject to approval by FLC Executive Director and Administrative Assistant.

Executive Director: _____ Date: _____

Administrative Assistant: _____ Date: _____

Agreement signed in Fallbrook, San Diego County, California, U.S.

***** INTERNAL USE *****

DEPOSIT AMOUNT: \$ _____ CHECK #: _____ RECEIVED: ___ / ___ / ___ RETURNED: ___ / ___ / ___

KEY DEPOSIT: \$ _____ RECEIVED: ___ / ___ / ___ KEY(S) ISSUED: # _____ RETURNED: ___ / ___ / ___

CERT OF INSURANCE RECEIVED: ___ / ___ / ___ NONPROFIT VERIFICATION: ___ / ___ / ___

PERMITS & LICENSES DUE BY ___ / ___ / ___ RECEIVED ___ / ___ / ___

PE percentage: _____ donation received: ___ / ___ / ___ \$ _____

FLCF percentage: _____ donation received: ___ / ___ / ___ \$ _____