



OLIVAS ADOBE TERMS OF USE

The Olivas Adobe is an ideal, tranquil setting for any special occasion. This historic site is open for a limited number of rentals per year, so be sure to make your reservations as soon as possible. Due to the historic importance of this site, some restrictions must be adhered to for the preservation of this Ventura landmark for future generations.

These include the following:

1. A staff person and one security guard is required on-site to enforce restrictions and make sure the event is safe and presents no danger to the historic site or its collections. Two staff people and two security guards are required for groups of 200+.
2. Guests are not permitted inside the historic rooms of adobe buildings, unless you make advance arrangements for a docent to conduct a tour during specified tour hours.
3. No live animals (with the exception of guide dogs) are permitted.
4. Only twelve people permitted on the balcony at one time.
5. Though acoustic instruments are preferred, amplified instruments and amplified music are permitted at moderate to low levels only, due to potential damage to the adobe walls. The staff person will determine acceptable sound levels.
6. Weekend tours will be on going during posted hours (11 am-4 pm).
7. The City of Ventura is not responsible for vehicles or any personal property on-site.
8. All items brought to the adobe site must be removed at the end of the event. No event items (chairs, tables, arches, podiums, flowers, stages, or raisers) can be left at the adobe past the rental date/time or overnight.
9. **Any items beyond chairs and tables used for an Olivas Adobe rental must be pre-approved by the Historic Sites Coordinator and added to the permit. You must discuss decoration ideas with the Historic Sites Coordinator before your scheduled event.**
10. Decorations cannot be hammered or attached to the walls of the historic structure. This includes the Bell Arch and trees.
11. The staging/costume room is provided for the bride and her party. This group must be limited to six people due to space limitations.
12. Rice and confetti are not permitted to be thrown.
13. No items or persons are permitted in the succulent garden fountain.
14. Photography, setup, break down and clean up of the event must be included as part of your rental time.
15. **Smoking is prohibited on the Adobe grounds including the parking lot.**
16. **Event festivities must end no later than 10:30 pm with clean up completed by midnight.**
17. Drones are not permitted unless insurance has been approved for their use through the City of Ventura's Risk Manager.
18. The rental includes parking for 45 cars. More cars can be accommodated by prior arrangement.
19. A State of California Alcohol Beverage Control (ABC) License is required if alcohol will be sold.
20. Rentals from the second weekend of July through the second week of September are assessed a non-negotiable fee of \$500, which permits use of a stage and dance floor. The fee is assessed irrespective of your desire to use these items, which are permanently installed in the courtyard during these months to accommodate the City's signature event, "Music Under the Stars" summer concert series. You may request that the stage and dance floor be covered with tarps, but you will still be assessed the fee.
21. Staff people may not be asked to help setup or breakdown any tables, chairs or other decorations.

Signature of Applicant _____ Date _____



OLIVAS ADOBE FACILITY AND PARK RENTAL PERMIT INSURANCE REQUIREMENTS

INDEMNIFICATION AND HOLD HARMLESS

Permittee agrees to indemnify and defend the City against all losses arising from this event, and hold CITY harmless from and against any claim, action, damages, costs (including without limitations, attorney's fees), injuries, or liability, arising out of Permittee's acts, errors or omissions, negligence, or wrongful conduct (regardless of CITY's passive negligence, if any) in connection with this Permit. "Permittee" includes permittee, its vendors, contractors and subcontractors. "CITY" includes the City of San Buenaventura's officers, officials, employees, agents, representatives, and volunteers.

INSURANCE REQUIREMENTS

Permittee shall supply the City with evidence of **General Liability** insurance, and, if alcohol is sold, distributed or served at the event, **Liquor Liability** insurance, from an insurance company licensed to do business in the State of California with an AM Best rating of not less than A-, VII. Such insurance shall be in the minimum amount of \$1 million per occurrence or as a combined single limit. **Coverage shall be endorsed as Primary and Non-Contributory.**

If Permittee has employees working at the event in any capacity, Permittee shall also supply City with evidence of a valid Workers' Compensation policy with statutory limits, and the policy must be endorsed with a Waiver of Subrogation in favor of the City.

The Certificate of Insurance must include the following language in the Certificate Holder box:

City of San Buenaventura, its officials, officers, agents,
employees and volunteers
501 Poli St.
Ventura, CA 93001

The Certificate of Insurance must include the following language in the Description box:

The City of San Buenaventura, its officials, officers, agents, employees and volunteers shall be named as an additional insured under the General Liability and Liquor Liability policies. All Liability policies are Primary and Non-Contributory. 30 day notice of cancellation will be provided to the Certificate Holder.

NOTE: This language needs to be sent to the Permittee more than 14 days in advance of the event and/or included in the application.

SPECIAL RISKS OR CIRCUMSTANCES

The City reserves the right to modify these requirements based on the nature of the risk, prior events, insurance coverage, or other special circumstances. Some activities may require underwriter approval or be excluded from coverage, which could lead to the permit not being issued, necessitating the purchase of additional insurance, or excluding the vendor/sponsor/activity from the event.

Permittee shall supply Certificate(s) of Insurance along with all applicable endorsements to the City's Community Partnership Office a minimum of fourteen (14) business days prior to the scheduled event. Failure to do so may result in the cancellation of your permit and event.

CLAIMS

Permittee shall provide immediate notice to City of any claim against Permittee or any loss involving Permittee that could result in City or any of City's officials, officers, employees, agents, or volunteers being named as a defendant in any litigation arising out of such claim or loss. City shall not incur any obligation or liability by reason of the receipt of such notice. However, City shall have the right, but not the duty, to monitor the handling of any such claim or loss that is likely to involve City.

COMPLIANCE

In the event of any loss that is not insured due to the failure of Permittee to comply with these requirements, Permittee will be personally responsible for any and all losses, claims, suits, damages, defense obligations, and liability of any kind attributed to City, or City's officers, officials, employees, agents, or volunteers as a result of such failure.

In the event the City determines that it is necessary to take legal action to enforce any of terms of this permit, and such legal action is taken, the applicant shall be required to pay any and all costs of such legal action, including reasonable attorney's fees, incurred by the City, even if the matter is not prosecuted to a final judgment or is amicably resolved, unless the City should otherwise waive said costs or any part thereof. The foregoing will not apply if the Permittee prevails on every issue in the enforcement proceeding.

