



INDEMNIFICATION AND HOLD HARMLESS AGREEMENT FOR USE OF CITY GROUNDS AND FACILITIES

In consideration for the use of City grounds and facilities and to the furthest extent allowed by law, Permittee does hereby agree to indemnify, hold harmless and defend the City of Fresno and each of its officers, officials, employees, agents and volunteers (hereinafter collectively referred to as "City") from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, Permittee or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of use of City grounds and facilities by the Permittee or any of his/her/its officers, officials, employees, agents, volunteers or invitees. Permittee's obligations under the preceding sentence shall apply regardless of whether City or any of its officers, officials, employees, agents or authorized volunteers are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct, of City or any of its officers, officials, employees, agents or authorized volunteers.

Throughout the life of this Agreement, Permittee shall pay for and maintain in full force and effect all insurance as required in Exhibit A, which is incorporated into and part of this Agreement, or as may be authorized or required in writing by City's Risk Manager or his/her designee at any time and in his/her sole discretion.

Permittee shall conduct all defense at his/her/its sole cost. The fact that insurance is obtained by Permittee shall not be deemed to release or diminish the liability of Permittee, including, without limitation, liability assumed under this Agreement. The duty to indemnify shall apply to all claims regardless of whether any insurance policies are applicable. The duty to defend hereunder is wholly independent of and separate from the duty to indemnify and such duty to defend exists regardless of any ultimate liability of Permittee. The policy limits do not act as a limitation upon the amount of defense and/or indemnification to be provided by Permittee. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Permittee, its officials, officers, employees, agents, volunteers, or invitees.

City shall be reimbursed for all costs and attorney's fees incurred by City in enforcing this Agreement.

This Indemnification and Hold Harmless Agreement shall survive the use of City grounds and facilities.

The undersigned acknowledges that he/she (i) has read and fully understands the content of this Indemnification and Hold Harmless Agreement; (ii) is aware that this is a contract between the City and Permittee; (iii) has had the opportunity to consult with his/her attorney, in his/her discretion; (iv) is fully aware of the legal consequences of signing this document; and (v) is the Permittee or his/her/its authorized signatory.

Signed, sealed and delivered DATE

Permittee

Witness

Print Name

Print Name

Address

Address

Telephone Number

Telephone Number

HERE is a resource for an online wedding event INSURANCE company.

EWEDINSURANCE, LLC
TEL: 800-426-1064
EMAIL: INFO@EWEDINSURANCE.COM
WWW.EWEDINSURANCE.COM



EXHIBIT "A"

INSURANCE REQUIREMENTS FOR USE OF CITY GROUNDS AND FACILITIES

In consideration for the issuance of a Permit for Use of City Grounds and Facilities, Permittee shall pay for and maintain in full force and effect all policies of insurance required herein with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide, or (ii) authorized by City's Risk Manager or his/her designee at any time in his/her sole discretion. The following policies of insurance are required and shall maintain limits of liability of not less than those amounts stated below, however, the insurance limits available to the City of Fresno, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured.

- (1) **COMMERCIAL GENERAL LIABILITY (CGL)** insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 providing liability coverage arising out of your business operations. The CGL policy shall be written on an occurrence form and shall provide coverage for "bodily injury", "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment) products and completed operations and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability of not less than the following:

- (i) \$1,000,000 per occurrence for bodily injury and property damage;
- (ii) \$1,000,000 per occurrence for personal and advertising injury;
- (iii) \$2,000,000 aggregate for products and completed operations; and,
- (iv) \$2,000,000 general aggregate applying separately to the work performed under the Contract.

- (2) **LIQUOR LIABILITY INSURANCE: If alcoholic beverages are to be sold*, served or furnished, GGL** insurance shall be endorsed to include coverage for liquor liability with limits of liability of not less than:

- (i) \$1,000,000 per occurrence;
 - (ii) \$2,000,000 aggregate for bodily injury and property damage;
- OR**
- (iii) Permittee shall pay for and maintain the most current version of ISO Liquor Liability Coverage Form CG 00 33, which shall include insurance for bodily injury and property damage with limits of liability of not less than:
 - (a) \$1,000,000 per occurrence; and,
 - (b) \$2,000,000 aggregate for bodily injury and property damage.

The responsibility for Liquor Liability Insurance may be assigned to Permittee's concessionaire/vendor. *If Permittee intends to sell alcohol either the Permittee or concessionaire/vendor providing the alcohol for sale must have a valid liquor sales license and Liquor Liability Insurance covering sale of alcohol.

- (3) **COMMERCIAL AUTOMOBILE LIABILITY* (CAL) (Where Applicable)** insurance which shall be at least as broad as the most current version of ISO Business Auto Coverage form CA 00 01 providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The CAL policy shall be written on an occurrence form and shall provide coverage for "all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1 - Any Auto) with limits of liability of not less than the following:

- (i) \$1,000,000 per accident for bodily injury and property damage
- OR**
- *PERSONAL AUTOMOBILE LIABILITY insurance with limits of liability not less than:**
- (i) \$100,000 per person;
 - (ii) \$300,000 per accident for bodily injury; and,
 - (iii) \$50,000 per accident for property damage.



- (4) **WORKERS' COMPENSATION** insurance as required by the State of California and **EMPLOYERS' LIABILITY (Where Applicable)** insurance with limits of \$1,000,000 each accident, \$1,000,000 disease each employee and \$1,000,000 disease policy limit. *(Only required if Permittee has employees.)*
- (5) **DEDUCTIBLES/SELF-INSURED RETENTIONS** - Permittee shall be responsible for payment of any deductibles contained in any insurance policies required herein and Permittee shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to on the Certificate of Insurance, and approved by, the City's Risk Manager or his/her designee. At the option of the City's Risk Manager or his/her designee, either:
- (i) The insurer shall reduce or eliminate such deductibles or self-insured retention as respects City, its officers, officials, employees, agents and volunteers; or
 - (ii) Permittee shall provide a financial guarantee, satisfactory to City's Risk Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall City be responsible for the payment of any deductibles or self-insured retentions.
- (6) **SUBCONTRACTORS/VENDORS:** If Permittee should subcontract all or any of the event activities e.g. vendor to be performed under this Agreement Permittee shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein and Permittee shall ensure that the City, its officers, officials, employees, agents and volunteers are additional insureds. The subcontractors' certificates and endorsements shall be on file with the Permittee and City prior to the commencement of any events/activities by the subcontractor.
- (7) **ENDORSEMENTS:** All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. **Permittee shall have furnished City with the certificate(s) and applicable endorsements for ALL required insurance fourteen (14) days prior to the Use of City Grounds and Facilities.**
- (i) All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar day written notice by certified mail, return receipt requested, has been given to the City. Permittee is also responsible for providing written notice to the City under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal or reduction in coverage or in limits, Permittee shall furnish the City with a new certificate and applicable endorsements for such policy(ies). **In the event any policy is due to expire during the special event, Permittee shall provide a new Certificate and applicable endorsements evidencing renewal of such policy(ies) not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.**
 - (ii) The CGL, CAL and Liquor Liability (if applicable) insurance policies shall name the City of Fresno, its officers, officials, agents, employees and volunteers as additional insureds.
 - (iii) All policies of insurance shall be primary with respect to the City of Fresno, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City of Fresno, its officers, officials, employees, agents and volunteers shall be excess of the Permittee's insurance and not contribute with it.
 - (iv) Any Workers' Compensation insurance policy shall contain a waiver of subrogation as to City of Fresno, its officers, officials, agents, employees and volunteers.
- (9) **PROVIDING OF DOCUMENTS:** Upon request of City, Permittee shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive the expiration or termination of the Permit.
- (10) **MAINTENANCE OF COVERAGE:** If at any time during the Use of City Grounds and Facilities, Permittee fails to maintain the required insurance in full force and effect, the Use of City Grounds and Facilities shall be discontinued immediately until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to the City.

NOTE: A Certificate of Insurance is not acceptable, in lieu of the additional insured and/or waiver of subrogation endorsements required above. The Certificate of Insurance must be accompanied by the additional insured and primary insurance endorsements.



SHINZEN GARDEN
EVENT RENTAL AGREEMENT
PLEASE REVIEW CAREFULLY BEFORE SIGNING

GENERAL SCHEDULING INFORMATION

This agreement ("Rental Agreement") is made by and between the SHINZEN FRIENDSHIP GARDEN, INC. ("SHINZEN GARDEN"), a California public benefit corporation, whose address is 114 W Audubon Dr, Fresno, CA 93720, and ("RENTER"). The SHINZEN GARDEN contracts with the RENTER on the terms and conditions set forth in this Rental Agreement the designated portions and common areas of the SHINZEN GARDEN located at 114 W Audubon Dr, Fresno, CA 93720, collectively referred to as "the Premises."

Date of Event: Time Rental Begins*: Time Rental Ends*:

*The rental time frame must include set-up and tear down/clean up. You can book additional time should you need extra time.

Estimated Attendance (including service people):
(Not to exceed 100 guests without prior arrangement)

Type of Event/Function (please circle one): Wedding Memorial Engagement Special Event

Garden Event Location Choice: Summer/Koi Pond Winter/Double Moon Bridge Ume Grove
Sago Forest/Bonsai Spring/Sequoia Trees

GARDEN EVENT LOCATION DESCRIPTIONS

- The Ue Grove is an intimate garden that has meandering paths and winding waterways. This picturesque spot is perfect for seating of 10-15 guests.
The Spring/Sequoia View offers your guests a backdrop of glowing fall foliage of Chinese pistachio and ginkgo trees, not to mention the wonderful Woodward Lake. This space seats 50 guests.
The Summer/Koi Pond View allow guests to gaze out over the Koi Pond and the water features. Your guest and photographers will have plenty of perspectives to capture your event. This space seats 100 guests.
The Winter/Double Moon Bridge View offers your guests a perfect view of the Double Moon Bridge and Koi Pond and Woodward Lake in the distances. This space seats 60 guests.
Sago Forest/Bonsai View is a spectacular spread of sago palms, meandering paths and the serene sound of waterfalls that encircle this area. This space seats 100 guests.

PROFILE

Name: Organization:

Address: City: State: Zip:

Primary Phone: Secondary Phone:

E-mail: Event Planner:

FEES AND DEPOSITS

Rental fees are estimated at the time the Rental Agreement is signed. RENTER shall be charged for, and agrees to pay for, all time, services, and costs incurred.

A deposit of \$150 must be paid upon signing the rental and policy agreements to reserve a date at the Shinzen Garden. This is a NON-REFUNDABLE FEE. Deposit applies to the total cost of your event.

A \$300 Cleaning and Damage Deposit may be collected in the form of a credit card authorization and will be released approximately one week after an event if there was no damage and/or extra clean up required.

If the agreed upon rental time is exceeded, the RENTER will be billed \$250 per each additional hour.

In the event of accidental damage does occur, RENTER agrees to report it immediately to the SHINZEN GARDEN staff so arrangements can be made for quick restitution. RENTER further agrees, if damages exceed the amount of the damage/ cleaning deposit, RENTER will be responsible for the cost, in full, of any repair, cleaning, or replacement required by the SHINZEN GARDEN. If such cost is not paid after ten (10) days' notice by Shinzen Garden to Renter, such unpaid portion shall accrue interest at the rate of seven percent (7%) annually accruing from the date of the notice.

All balances are due upon completion of this Rental Agreement.

Pricing, terms, and conditions are subject to change at any time without notice prior to acceptance. Should RENTER decide to add components to this Rental Agreement later, any increases in the above prices will be applied.

PAYMENTS, AND CANCELLATION

Acceptable forms of payment include credit card, personal check, or cash. Personal checks shall be made payable to "Shinzen Friendship Garden, Inc." at **323 Cromwell, Fresno, CA 93711**. Any personal check for insufficient funds is subject to a \$35.00 returned check fee. Except for the Rental Fee and Additional Fees listed in the document hereof as Sub Total, any amount owed by RENTER to SHINZEN GARDEN under this Rental Agreement not paid within ten (10) business days from invoice to RENTER shall accrue interest at the rate of ten percent (10%) per annum.

If a rental agreement is canceled more than six (6) months prior to the event date, half of the deposit will be refunded. The deposit is non-refundable within six (6) months or less prior to the scheduled event. Any cancellation by the RENTER must be received in writing.

DATE CHANGES

The deposit paid only guarantees availability for the date originally booked. It is not transferable to another date.

If the deposit and/or rental fees are not paid by the due dates, this Rental Agreement shall automatically be canceled, and any deposit made shall be non-refundable after that date. SHINZEN GARDEN further retains the right to cancel this Rental Agreement with written notice at any time for the following reasons: verbal threats, physical violence or actual violence to any SHINZEN GARDEN employee or subcontractor by renter's employees or subcontractors, threats of damage or actual damage to SHINZEN GARDEN facilities by renter's employees or subcontractors, damage, or theft of SHINZEN GARDEN property by renter's employees or subcontractors all in SHINZEN GARDEN's sole discretion. Besides, SHINZEN GARDEN retains the right to cancel this Rental Agreement for failure to abide by the terms and conditions of this Rental Agreement. Cancellation by SHINZEN GARDEN for any of the above-mentioned reasons will result in the loss of the entire rental amount.

REFUNDS

Should there be a change in your scheduled event, either a cancellation or re-scheduling, the following policy will take effect. **All deposits are NON-REFUNDABLE.** CANCELLATIONS will be honored in this manner: **(1) IF the cancellation is within 90 days prior to your scheduled event, a 100% refund will be issued, (2) IF the cancellation is within 60 days prior to your scheduled event, a 50% refund will be issued, (3) IF the cancellation is with 30 days of your scheduled event, NO REFUND will be issued. Refunds may take up to 10 business days to post.**

ADDITIONAL SERVICES

SHINZEN GARDEN does not provide any additional services.

RENTER is responsible for providing linens, tables, chairs, catering, DJ, additional lighting, and/ or any other service at RENTER'S expense.

ALCOHOL USE

Alcoholic beverages are **NOT** allowed inside the Shinzen Friendship Garden, its surrounding areas or anywhere inside WOODWARD PARK. (FMC §8-411)

SMOKE-FREE FACILITY

The Shinzen Garden is a smoke-free zone. The use of any tobacco products is strictly prohibited anywhere on the premises (including the grassy areas and parking lot).

USE OF PREMISES

The premises are a 5-acre garden and grounds may be undergoing extensive restoration, renovation, and/ or upgrading of facilities. The RENTER recognizes that, as such, the facility is accepted "as is" and "with all faults."

- "The Premises" available for rental are the specific designated areas within the Shinzen Garden and are subject to availability. All rentals must be considered a shared space with the public.
- There is limited electrical capacity for equipment used in the Shinzen Garden and should never exceed the standard circuit breaker (120 VAC @ 10 AMPS).
- SHINZEN GARDEN reserves the right to deem an event inappropriate for the Premises based upon projected size, special requirements, or type of event. We CAN NOT accommodate wedding receptions, bridal showers, birthday's, maternity or other types of parties during normal business hours. We may be able to accommodate other special events depending on event requirements.
- IN THE EVENT OF INCLEMENT WEATHER, ALL RISK IS THE RENTER'S. REFUNDS WILL NOT BE GIVEN FOR EVENTS CANCELLED DUE TO INCLEMENT WEATHER.
- Planned activities must be arranged in advance and have prior SHINZEN GARDEN approval. Due to the historic nature of the facilities, a representative of the RENTER is required to tour the site with a representative from SHINZEN GARDEN prior to the event to coordinate specific arrangements.
- Wedding Rehearsals: RENTER agrees to schedule three (3) months in advance a one-hour ceremony rehearsal. Rehearsal times must be approved by SHINZEN GARDEN to avoid interference with any other events that may be previously scheduled and are subject to change at any time.
- RENTER shall use the Premises for the purpose of the described event and for uses normally associated with such use, and for no other purpose unless previously authorized by SHINZEN GARDEN in WRITING.

- RENTER agrees to comply with all laws, ordinances, rules, regulations, guidelines, and policies applicable to the Premises and further agrees to comply with the direction of SHINZEN GARDEN's site manager or designee.
- If any portion of the Premises or fixtures or equipment or facilities are damaged or destroyed by RENTER, its agents or invitees, or if such damage is incurred in relation to RENTER's use of the Premises, the damage shall be repaired, replaced, or restored at SHINZEN GARDEN's direction. RENTER shall be solely responsible for the full cost and expense of such repairs, replacement, or restoration.
- SHINZEN GARDEN reserves the right to rope off/close areas on the Premises, as necessary to protect public health or sensitive natural resources.
- All entrances and exits are to be kept clear and unobstructed.

INSURANCE

SHINZEN GARDEN insurance coverage for the leased Premises does not include coverage for RENTER's personal property. RENTER shall be responsible for insuring his/her own personal property and may elect, at RENTER's sole cost, to obtain insurance for this purpose. SHINZEN GARDEN is not responsible for theft, loss, damage, or destruction of RENTER's personal property or the personal property of RENTER's guests, employees, or agents.

At least thirty (30) days prior to the first use of the Premises by RENTER, RENTER shall obtain a One Million Dollar (\$1,000,000) general liability insurance for the event and provide the SHINZEN GARDEN with a certificate of insurance naming the SHINZEN GARDEN (Shinzen Friendship Garden, Inc.) and the CITY OF FRESNO as additional insured on such coverage in a form acceptable to the SHINZEN GARDEN, or the event may be canceled by the SHINZEN GARDEN with the deposit and any payment forfeited to the SHINZEN GARDEN. If RENTER is serving alcohol, at least thirty (30) days prior to the first use of the Premises by RENTER, RENTER shall also provide proof to the SHINZEN GARDEN by an endorsement that liquor liability coverage had been added to the general liability policy in a form acceptable to SHINZEN GARDEN, or the event may be canceled by the SHINZEN GARDEN with the deposit and any payment forfeited to the SHINZEN GARDEN.

You can use your own insurance provider or use this resource for an online insurance service:

EWEDINSURANCE, LLC

TEL: 800-426-1064

EMAIL: INFO@EWEDINSURANCE.COM

WWW.EWEDINSURANCE.COM

CLEANING, TRASH, AND EQUIPMENT REMOVAL

RENTER shall use and maintain the Premises in a clean, orderly, and safe manner. RENTER shall promptly surrender the Premises in good condition at the conclusion of the rental time frame. RENTER shall leave the Premises in the same condition in which it was provided and acknowledges the Premises were in good condition prior to RENTER's occupancy. Please see the attached "Facilities Clean-Up Checklist."

RENTER or their designated team must collect, bag, properly sort and dispose of all trash in designated disposal containers. Including trash on the grounds, parking lot, sidewalks, and lawns must also be cleaned up and placed in the designated dumpsters. Trash enclosure is located at the Northwest corner of the garden parking lot.

Storage is not available. All decorations, tables, chairs, and all other property of RENTER or their representatives or independent contractors must be removed by the conclusion of the event. It is not the responsibility of the SHINZEN GARDEN to ensure that pick-ups or deliveries are scheduled, executed, and/or removed from the venue by rental companies hired by the RENTER. Additional fees will be applied in full hourly (\$200/hr.) increasement for any items left overnight or beyond normal contracted hours.

DECORATION AND ALTERATIONS

Decorations: RENTER, his/her employees, guests, representatives and/or independent contractors, agree to the following: no staples, nails, tacks, screws, wires, tape, or any other type of attachment device shall be used to attach decorations, furnishings, or carpet or any other floor covering to the exterior or interior of the Premises.

User further agrees:

- Under no circumstances are open flames of any kind permitted on the Premises with the exceptions of warming of chaffing dishes for meal only.
- No items may be hung from or attached to lighting fixtures, trees, fencing, and or sprinkler systems. The use of ladders is at RENTER's own risk.
- No seeds (birdseed, rice, grains), confetti, glitter, or fabric petals may be thrown on the Premises. Natural flower petals are acceptable and must be completely removed at the end of designated event.
- RENTER may NOT bring or use plants or flowers at the Shinzen Garden that have the potential to introduce non-native and/or invasive species to the site.
- Strobe lights, spray paint, liquid paint, burning objects, helium or latex balloons, and streamers are prohibited.

The SHINZEN GARDEN reserves the right of final approval for all decorations brought into the facility. Any items that may create an unsafe environment will not be allowed (pyrotechnics/fireworks, including sparklers, stakes, and sharp objects). In no manner will RENTER permit any employee, guest, or contracted party to deface, damage, or otherwise injure SHINZEN GARDEN property or its facilities.

It is the responsibility of the RENTER to dispose of all decorations, natural flower petals, and/or floral arrangements prior to the end of the event.

PHOTOGRAPHY AND COPYRIGHT

I hereby grant full permission to the Shinzen Garden or agents authorized by it to use any photographs, video tapes, motion pictures, recording or any other record of the rental event for any legitimate purpose. Further, I hereby waive any right I may have to inspect or approve the finished product.

Even though your event may take longer than 1-hourf you are hiring a professional photographer/ videographer you will also need to purchase a 1-hour Photo Permit [HERE](#).

PARKING

Parking availability is **not** guaranteed and may be limited due to other scheduled events. Shinzen Friendship Garden has no jurisdiction over parking within Woodward Park. The City of Fresno has set the Woodward Park parking fee at \$5 per car. All parking permits must be purchased at the parking kiosks located within Woodward Park. **Group parking packages can also be purchased through the PARCS Department (559) 621-2900**

FOOD AND BEVERAGES (during Special Events)

The Shinzen Garden has no facilities for food preparation.

RENTER may serve food and non-alcoholic beverages to guests following all local, state, and federal laws and regulations. The arrangements for food delivery are solely the responsibility of the RENTER. In addition, it is the RENTERS's responsibility to handle set-up and clean-up of the premises.

SECURITY

All events that end after dark and will be required to have security personnel present. All security costs are the responsibility of the RENTER. RENTER further agrees to abide by and comply with directions and instructions issued by uniformed security officers. At all events, the SHINZEN GARDEN may choose to appoint a representative to oversee the event, open and close garden access, and buildings. Representative will be

available during the event for questions or to respond to your needs or issues that may arise. The SHINZEN GARDEN Representative will check in periodically with the responsible parties but is not to serve as an event planner or coordinator before, during, or after an event. RENTER agrees that SHINZEN GARDEN staff may enter and exit the premises during the event.

NON-DISCRIMINATION POLICY

The SHINZEN GARDEN values the diversity of its guests and is committed to providing an equal opportunity in all aspects of services to all RENTERS without regard to race, color, gender, religion, age, national origin, citizenship status, military service or reserve or veteran status, sexual orientation, or disability.

MISCELLANEOUS

To the extent that the performance of any of the provisions of this Rental Agreement on the part of SHINZEN GARDEN shall be prevented by act of God, the acts or regulations of public authorities, or labor unions, labor difficulties, strikes, civil tumult, war, epidemic, or any other cause beyond its control, SHINZEN GARDEN will be relieved of its obligations to the extent the SHINZEN GARDEN, in its discretion, deems it cannot perform; and further, upon such event, the SHINZEN GARDEN shall not be obligated for any expenses incurred by the RENTER in preparation of the rental, including but not limited to, any and all expenses incurred for promotion, artist fees, or preparation costs, if any, as incurred. In the event of a partial performance by the SHINZEN GARDEN where the SHINZEN GARDEN considers its performance sufficient for the event in its discretion, RENTER shall accommodate such revised performance by the SHINZEN GARDEN.

This Rental Agreement may be amended only by written agreement signed by both parties.

This Rental Agreement shall be construed and enforced pursuant to the laws of the State of California. Fresno County shall be the venue for any legal proceedings.

The waiver by SHINZEN GARDEN of any breach by RENTER of any of the provisions of this Rental Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach by RENTER either of the same or of another provision of this Rental Agreement. SHINZEN GARDEN's acceptance of fees following a breach by RENTER of any provision of this Rental Agreement, with or without SHINZEN GARDEN's knowledge of the breach, will not be deemed to be a waiver of TRUST's right to enforce any provision of this Rental Agreement.

This Rental Agreement shall be interpreted as if drafted by both parties hereto.

The person signing this Rental Agreement declares that he/she has the authority to bind RENTER. In the event that the signatory lacks such a duly granted authority, said undersigned signatory personally assumes all liability for fees, costs, and damages.

This Rental Agreement is dated _____

The parties hereto agree to the terms of this Rental Agreement by the below signing of this Rental Agreement.

RENTER

Shinzen Friendship Garden Inc., a California public benefit corporation.

Signature of RENTER

Signature

Print Name

Title