



FACILITY USE AGREEMENT – ONE TIME USE

Sebastopol Area Senior Center • 167 N High Street • 707-829-2440 • sebastopolseniorcenter.org

1. **Use:** The Premises shall be used solely for the purpose of conducting the event as described in Section I, during the hours set forth in Section I. User shall be present at all times during the event.
2. **Deposit, Rental Fees and Other Charges**
 - a. **Rental Deposit.** The deposit guarantees that the rental space will be reserved for the date requested, and that additional clean-up and damage provisions are covered. The deposit is due in full to reserve the space.
 - b. **Key Deposit.** A key code for each rented room will be provided by SASC. If the keys are lost or misplaced, SASC reserves the right to withhold the key deposit. It is unlawful for anyone to make copies of keys.
 - c. **Rental Fee.** User shall pay to SASC a rental fee as set forth in Section II. The rental fee shall be paid in full to SASC no later than ten days prior to the Event. If User fails to pay the rental fee when due, User will not be allowed access to the Premises and SASC shall have the right to terminate this Agreement and retain any deposit.
3. **Other Costs.** In addition to the rental fee, User shall be responsible for the following costs:
 - a. In the event the Premises are not vacated promptly at the time set forth in Section 1, the User will be charged full rental fee for each hour, or portion thereof, past the agreed upon time.
 - b. Any other costs incurred by User in connection with the Event, including, without limitation, special event coordination, equipment rental fees, or costs for additional staff or security guards.
 - c. Costs incurred by SASC in restoring the Premises to its original condition after the Event or repairing any damage to the Premises caused by User or User's guests.
 - i. All such additional costs shall be paid prior to the Event, or within ten (10) days following receipt of invoice, whichever is applicable.
4. **Rules and Regulations**
 - a. **Occupancy.** The number of guests at the Event shall be as set forth in Section 1. User shall not permit the maximum occupancy of the Premises to be exceeded at any time during the Event.
5. **Condition of Premises**
 - a. **Set-up.** Set-up of the Premises is the responsibility of the User, and set-up time is included in the total Rental Time. Do not affix any décor to the walls. Do not drag tables and chairs across the floor for set up or take down. Tables and chairs should be picked up individually to move. Tables and chairs are included in the rental cost. Unless otherwise agreed upon, renters are not to use supplies (including but not limited to plates, napkins, plastic ware, tablecloths, cups, coffee and coffee supplies) that belong to SASC.
 - b. **Breakdown.** Upon conclusion of the Event, User shall be responsible for dismantling and removing equipment, supplies, materials, decorations, or any other items brought into the Premises, and place all refuse in the dumpsters at the rear of the building (key to the dumpsters provided by SASC). It is the User's responsibility to ensure that all areas used during the Event are clean and orderly and in the condition found upon arrival. Breakdown time is included in the total Rental Time. Additionally, the Rental Cleanup Checklist is required to be completed and signed by the User.
 - c. **Repair.** User shall be responsible for costs to repair any damage to the Premises occurring as a result of acts or omissions of User or User's guest. If the Premises are not returned in a clean and orderly condition as herein described, SASC shall invoice User for all costs associated with restoring the Premises to the condition existing prior to the Event. User shall reimburse the Senior Center for such costs immediately upon receipt of invoice.



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- d. **Decorations.** Decorations may not be affixed to the walls, fixtures or furnishings in the Premises. Use of tape of any kind, cellophane, adhesives, nails, screws, staples, tacks, or any other material which will affect the walls, woodwork, ceilings, carpets, railings, furnishings or other finishes inside or outside the Premises is strictly prohibited. All surfaces must be protected from scratches.
- i. Non-porous materials must be placed under all plants and vases to prevent water damage.
 - ii. Rice, confetti, glitter, bird seed, or similar materials may not be thrown inside or outside the Premises.
 - iii. Entrances and exits to the Premises shall remain clearly visible and unobstructed at all times.
 - iv. Smoking is not permitted on the Premises.
6. **Alcohol.** User is responsible for ensuring that no one under the age of 21 is permitted to consume any alcoholic beverages of any kind on the Premises. Failure to comply with this rule can result in the immediate termination of the Event. SASC reserves the right to ID any person, and to refuse service to any individual it feels is intoxicated. The User shall obtain an Alcoholic Beverage Control permit if the event is open to the public. Permits are not required for private affairs.
7. **Use Restrictions.** SASC retains the right to control activities in order to protect and preserve the public spaces in the Premises. The following restrictions shall apply:
- a. Use of sound, amplification or audio-visual equipment, other than what is provided in your Rental Fee, must be approved by SASC.
 - b. Deliveries and pickups must be approved in advance and pre-arranged with SASC. All deliveries and pickups must take place within the Contracted Hours.
 - c. In the event of danger or damage to the Premises, The Senior Center reserves the right to terminate the Event. In such event, the Rental Fee and any other charges paid by User shall not be returned.
8. **Cancellation.** Any cancellation or other termination of this Agreement shall be in writing at a minimum of ten (10) days prior to the event. If cancellation is made after the ten-day minimum, SASC reserves the right to withhold 100% of the deposit.
9. **Liability.** User hereby assumes all risk of damages to property or injury to persons in, on or about the Premises arising in connection with this Agreement and shall pay all repair or replacement costs as deemed necessary by The Senior Center. User shall indemnify, hold harmless, and defend the Senior Center, and their officers, employees, agents and affiliates against and from any and all costs and expenses (including fees) and all claims of liability for loss, damage or injury to persons or property arising out of or asserted to arise out of or result from the use of the Premises by User, or from any activity permitted or suffered by User in, or about the Premises, including, without limitations, the acts or omissions of User, its officers, employees, agents, affiliates, independent contractors, invitees and guests, all consequential damages and all claims based on, or asserted to be based on a defect in any food or merchandise distributed in connection with the Event.
10. **Special Event Liability Insurance.** User shall keep and maintain, at its own cost and expense, a policy of comprehensive general public liability insurance, with policy limits of not less than \$1,000,000 for property damage and bodily injury or death for any number of persons, insuring “**Sebastopol Area Senior Center, its officers, employees, agents and affiliates**” against all liability which may arise as a result of the use of the Premises by the User, its directors, officers, shareholders, employees, agents, affiliates, independent contractors, invitees and guests, including the contractual liability of User under this Agreement. If alcohol will be served and/or made available at the Event, the policy must also include liquor liability coverage. Such policy of insurance shall name the Senior Center as an additional named insured and the coverage afforded by such policy shall be primary in relation to any coverage afforded by any insurance policy carried by such parties. User shall provide SASC with a certificate evidencing such insurance not later than ten (10) business days prior to the Event. Failure to provide such evidence of insurance may result in cancellation of this Agreement and the Deposit and any other charges paid by the User shall be forfeited.



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11. **Food and Beverages.** Food and beverages may be served in the Premises upon prior approval by the Senior Center. Service of alcoholic beverages must be approved by the Senior Center in advance of the Event. If approved by the Senior Center, User assumes all responsibility and legal liability for events or injuries related to service of alcoholic beverages at the Event. User shall insure that caterers are ServSafe certified and licensed services comply with all alcoholic beverage laws in providing bar service. Liquor liability insurance coverage is required, as stated in Item 4 above.
12. **Entire Agreement.** The foregoing provisions reflect the entire agreement between the Senior Center and User regarding use of the Premises and the Event. There are no promises, terms, conditions or obligations, either written or verbal, between the parties other than those contained in this Agreement.
13. **For Ongoing Rentals.** Sebastopol Area Senior Center reserves the right to rent the space at full price should the situation arise. A different room may be made available to you if space permits.