

Use Agreement ("Agreement")

[Insert Name of Hall Association] ("Hall Association") agrees to permit _____ ("Licensee") and Licensee agrees to use that portion of its grounds and facilities located at: [Insert Address of Building] ("Facilities"), on a non-exclusive basis, to sponsor and host [insert general description of event, e.g. the fundraising event] ("Event") only as described below and subject to and in accordance with the following terms and conditions:

Licensee: _____.

Mailing Address: _____.

Licensee's Point of Contact Name, Street and Email Address and Telephone Numbers: _____

_____.

Name of Event:_____.

Description of Event Activities including food and beverages to be provided:_____

[No alcoholic beverages are permitted. Or, If Alcohol is to be served, Licensee will agree to and comply with the Alcohol Policy attached to this Agreement.]

Estimated Number of Attendees: _____.

In no event will the capacity requirements be exceeded.

Facilities: _____

No smoking is permitted on or around the Facilities or Premises as defined below. Events for minors must have sufficient adult chaperones present.

Dates and Times of Use (including set up, tear down and clean up): _____

("Term"). If the Term is longer than a single event, clearly the state period of time over which Licensee intends to use the Facilities.

Fees and Payment Terms (including security deposits and cleaning fees, if any):_____

Hall Association agrees to hold the Facilities in reserve for Licensee from the date of payment of the required security deposit (or such date as stated above) and its written notice of receipt of this Agreement duly signed by Licensee's authorized representative. Further terms governing security deposit, the Term and termination are included in the following General Terms and Conditions.

Required Personnel for Safety and Security: _____

If alcoholic beverages are served, Licensee is required to provide professional security agents as deemed necessary.

Other Requirements (e.g. toilets, communications, transportation, food and beverage provider/caterer, seating, booths, banners, signs and decorations):

All such Other Requirements are provided by and at the sole cost and expense of Licensee. Hall Association reserves the right to approve any and all of Licensee's Personnel including but not limited to service providers, food and beverage providers/caterers and all materials (electronic and printed) relating

to the Event. No confetti or similar material is permitted. Licensee does not have the right to use any of Hall Association's trademarks or copyrights without its prior written approval.

Insurance, Bond, Permits and Licenses: At least two weeks before the Term begins, Licensee will provide to Hall Association a certificate of insurance, in a form and with such insurer(s) as is acceptable to Hall Association, naming Hall Association as an additional insured, waiving subrogation against Hall Association as permitted by law, certifying the following coverages and minimum limits will be in effect during the Term: (a) Comprehensive General Liability insurance with limits of at least \$1 million per occurrence, including but not limited to claims for personal injury and property damaged; (b) Workers' Compensation insurance in compliance with all statutory requirements; (c) Business Auto liability insurance, if applicable, of at least \$1 million combined single limit; and, (d) if alcoholic beverages are served, liquor liability coverage of at least \$1million. Licensee is responsible for all costs of insurance. **Insurance coverage does not limit Licensee's obligations or liability for use of the Facilities or Premises as defined below.**

If alcoholic beverages are to be served, Licensee will, in addition to hiring the required security personnel, ensure that it (or its caterer) has the applicable license and all alcoholic beverages are served and consumed in accordance with California State Alcohol Beverage Control laws.

At least two weeks before the Term begins, Licensee will provide all required bonds, licenses and permits which will remain in full force and effect through the Term.

General Terms and Conditions

1. Licensee acknowledges and agrees: (a) it is authorized to sign this Agreement and bind the Licensee and execution of this Agreement does not conflict with any other obligation or restriction affecting Licensee; (b) Licensee only has the nonexclusive right of use described by this Agreement and this Agreement in no way transfers any other right, title or interest in or to the real property of the Facilities or surrounding premises ("**Premises**"); (c) Licensee is responsible for equipment owned, leased, under the control of or brought to the Facilities by Licensee, its Personnel or Participants and ensures that all such equipment is set up, secured and used in a safe manner; (d) Licensee's property remaining at the Facilities after the Term are deemed surrendered and abandoned to Hall Association; (e) Licensee shall not, and shall not permit any other third party to, injure, mar, deface any furniture, fixtures or equipment on the Premises, to drive or permit to be driven, any nails, hooks, tacks, staples or screws in any part of the Premises, furniture or fixtures or to make any alterations of any kind to the Premises, furniture or fixture; (f) at any time, Hall Association, without liability for damages, indictment or prosecution, may require Licensee or any or all of its Personnel or Participants to leave immediately the Facilities or Premises and surrender its right of use hereunder or may otherwise provide security or impose other measures (including forcible removal of persons or property); (g) there may be open or hidden hazards or other risks on the Facilities and Premises; (h) **LICENSEE ACCEPTS THE FACILITIES AND PREMISES ON A NON-EXCLUSIVE, AS-IS, WHERE-IS BASIS WITHOUT ANY WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY AND AGREES TO ASSUME ALL RISKS OF USE OF THE FACILITIES AND PREMISES INCLUDING BUT NOT LIMITED TO WEATHER CONDITIONS, LOSS, DAMAGE OR THEFT HOWEVER CAUSED.** Licensee hereby releases Hall Association (its officers, trustees, employees, contractors and agents, collectively, "Hall Association Personnel") from, and agrees it will not assert any and all claims against Hall Association and Hall Association Personnel as a result of such loss or damages; (i) **HALL ASSOCIATION AND HALL ASSOCIATION PERSONNEL ARE NOT LIABLE TO LICENSEE, ITS PERSONNEL AND/OR PARTICIPANTS FOR ANY DAMAGES, DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL (INCLUDING BUT NOT LIMITED TO LOST PROFITS, COVER, LOSS OF USE OR FAILURE TO REALIZE BENEFITS), WHETHER OR NOT FORESEEABLE.**

2. Licensee shall: (a) pay all Fees in accordance with the Payment Terms and shall reimburse, upon demand, Hall Association for all fees, costs, expenses and damages Hall Association incurs hereunder including but not limited to any damage caused to Hall Association Facilities, Premises, other property, Hall Association Personnel or residents; (b) use the Facilities only for the Event and during the Term ensuring a safe and secure environment and in accordance with all federal, state, county and municipal laws, regulations and ordinances (including but not limited to the Americans With Disabilities Act, fire codes, food and beverage requirements and noise ordinances), this Agreement and Hall Association rules and regulations subject to and in consideration of other users of the Premises and Facilities and staying out of areas not specifically used or designated as the Facilities; (c) surrender the Facilities upon expiration of the Term in the same condition as provided to Licensee clean, in good order, reasonable wear and tear excepted; (d) ensure that all of its officers, directors, employees, contractors, vendors, agents (collectively, "Personnel") and its guests and participants (collectively, "Participants") provide written releases of liability of Hall Association and otherwise acknowledge, agree and comply with all of Licensee's obligations hereunder.

3. Licensee will indemnify, defend and hold Hall Association, Hall Association Personnel and resident harmless from and against any claims, liabilities or damages (including but not limited to attorneys' fees, other professional fees and costs) relating to or arising from Licensee, its Personnel and/or Participants use of the Facilities. Licensee hereby releases and waives any claims for damages against Hall Association, Hall Association Personnel and residents.

4. Licensee may cancel this Agreement at least 30 days before the beginning of the Term by written notice to Hall Association; in which case, Hall Association may return any deposit paid less any amounts incurred by Hall Association in anticipation of the Event. Hall Association may retain the deposit as liquidated damages and not a penalty if Licensee cancels 30 days or less before the

beginning of the Term. Licensee will also pay Hall Association upon receipt of written demand for all other costs, expenses and damages incurred by Hall Association as a result of cancellation.

5. In addition to its right to immediately terminate any Event and require Licensee and all its Personnel and Participants to vacate the Premise without liability under and pursuant to Section 1(f), Hall Association may terminate this Agreement effective upon the date stated in the written notice to Licensee if: (a) Licensee fails to provide written evidence of insurance and all required bonds, permits and/or licenses at least 2 weeks prior to the beginning of the Term; (b) Licensee fails to pay any amounts due hereunder or otherwise defaults hereunder and fails to cure any such default specified in and within the time stated in Hall Association's written notice; or, (c) Licensee voluntarily or involuntarily files for bankruptcy, makes a general assignment for the benefit of creditors, has a receiver appointed or is otherwise insolvent.

6. In the event of termination of this Agreement by Hall Association, Hall Association may retain the security deposit and Licensee will pay all damages incurred by Hall Association including but not limited to its attorneys' fees and costs to recover amounts due, interest of 1% per month (or maximum allowed by law) on any unpaid balance and, as liquidated damages and not as a penalty, shall pay Hall Association the sum of \$500 per hour for each additional hour or partial hour beyond the end of the Term for holding over. No remedy is exclusive and Hall Association has the right to injunctive relief and to invoke any remedy in law or in equity. Paragraphs 1(h) and (i), 3, 6 and 7 survive termination for any reason.

7. Licensee may not assign any rights or obligations under this Agreement or any Statement of Work without the prior written consent of the Hall Association. Neither party will be liable for performance delays or for non-performance due to causes beyond its reasonable control. All notices required under or regarding this Agreement will be in writing and will be considered given upon personal delivery of a written notice to the signatory of this Agreement at its then current address, or within five days of mailing, postage prepaid and appropriately addressed. Neither party's failure to exercise any of its rights under this Agreement will constitute or be deemed a waiver or forfeiture of those rights. If any term or provision of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement will not be affected. This Agreement constitutes the entire agreement between Licensee and Hall Association and supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of this Agreement. Licensee's additional or different terms conditions will not apply. The terms and conditions of this Agreement may not be changed except by an amendment signed by an authorized representative of each party. This Agreement is made under and will be construed in accordance with the law of California without giving effect to that state's choice of law rules. Venue lies exclusively in the state and federal courts located in **[insert applicable county]**, California.

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 20__.

Hall Association

Licensee

By: _____
(Authorized Signature)

By: _____
(Authorized Signature)

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Address for Notice:

Address for Notice:

Attention: _____

Attention: _____