

# Sebastopol Community Cultural Center



## Special Event Rental Agreement

Venue:  Main Bldg  Annex  Garzot  
 Room(s): \_\_\_\_\_  
 Equipment: \_\_\_\_\_

Event Day & Date: \_\_\_\_\_  
 Renter: \_\_\_\_\_  
 Cell#: \_\_\_\_\_  
 Event Rep: \_\_\_\_\_  
 Cell#: \_\_\_\_\_  
 Bartender: \_\_\_\_\_

Event Title or Type: \_\_\_\_\_ Public or Private Event? \_\_\_\_\_

Rental Start \_\_\_\_\_ & End Time \_\_\_\_\_ Event Start \_\_\_\_\_ & End Time \_\_\_\_\_ Alcohol Start \_\_\_\_\_ & End Time \_\_\_\_\_

Name of any Organization Sponsoring Event: \_\_\_\_\_

No of People: \_\_\_\_\_ Table Seating? \_\_\_\_\_ Music? (live or DJ?) \_\_\_\_\_

Alcohol Served \_\_\_\_\_ Alcohol Sold? \_\_\_\_\_ Admission Charged? \_\_\_\_\_

Have you applied for a Liquor License? \_\_\_\_\_ (A liquor license is required for public events with alcohol, and for any private events that include the sale of alcohol or an entry/admission charge.)

Name of Renter: \_\_\_\_\_ Renter's Phone #(s): \_\_\_\_\_

Address: \_\_\_\_\_ Email: \_\_\_\_\_

Name and Contact # for Caterer, DJ, Event Coordinator, Etc: \_\_\_\_\_

**DEPOSIT AMOUNT:** \$ \_\_\_\_\_ **DATE PAID:** \_\_\_\_\_ **COMMENT:** \_\_\_\_\_

**FEES:**

DESCRIPTION	CALCULATION OF AMOUNT DUE	TOTAL	DATE PD	CASH/CHECK	COMMENT
RENT	Rate (\$ _____) x _____ Hours				
STAFF #1	Rate (\$ _____) x _____ Hours				
STAFF #2	Rate (\$ _____) x _____ Hours				
INSURANCE	Class _____ Alcohol? _____				
SECURITY					
VENDOR					
CHECK IN/OUT					
TOTAL FEES					

(If multiple day event, see calculation on reverse)

PAYMENT NOTES: \_\_\_\_\_

REFUND/DEDUCTION NOTES: \_\_\_\_\_

Deposit Pd/Date?	In MRBS?	Fees Pd?	Fees Due?	Ins Rec'd/Pd?	Ins Due?	ABC Rec'd?	ABC Due?	Refund Sent?
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# Sebastopol Community Cultural Center

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**INTRODUCTION.** Please read all pages of this special event rental agreement (agreement), and sign and date at the end. It must be completed by the renter, who must be 21 years or older. The Sebastopol Community Cultural Center (SCCC) will not enter into an agreement with any party until the party has inspected the rental space and personally met with and discussed the terms of the agreement with an SCCC Representative.

## FEES AND DEPOSIT

- **RENTAL FEES.** These fees must be received in full one month prior to the rental date. The fee includes use of the facility, tables and chairs.
- **STAFF FEES.** SCCC generally requires at least one staff person to be on the premises during events. The staff fee is \$30.00 per hour. (Larger events or events at which alcohol is served may require more than one staff person.)
- **SECURITY FEES.** SCCC reserves the right to require licensed police officers or security guards for all rental events. The number of police officers or security guards and the cost for these services will depend on the number of people attending and the discretion of SCCC. The cost of police officers or security guards shall be the responsibility of the renter.
- **VENDOR FEES.** For events contracting with vendors, an additional fee shall be assessed by SCCC..
- **CHECK IN/CHECK OUT FEE.** SCCC will charge the renter a check in/check out fee if SCCC in its sole discretion elects to waive the requirement that an SCCC staff person be present on the premises during the event.
- **DEPOSIT.** The deposit guarantees that the rental space will be reserved for the date requested and that clean-up and damage provisions are covered. Reservations for use of the rental space may be made up to a year in advance, providing the deposit is paid. The deposit is due when the reservation is made.
- **FORFEITURE OF DEPOSIT AND/OR FEES**
  - Cancellation of the reservation less than 60 days prior to the event will result in forfeiture of 50% of the deposit. Cancellations made 45 days or less prior to the event will result in forfeiture of 100% of the deposit. An administrative fee of \$50 will be charged for any cancellation prior to the 60 day period.
  - Failure to pay rental fees when due will result in forfeiture of 100% of the deposit.
  - In the event of smoking in the building, violation of the rules regarding alcohol use, or if the maximum occupancy of 300 for receptions/dining parties or 400 for assembly is exceeded, or if there is noncompliance with any other terms of the agreement, forfeiture of the full deposit will result.
  - If the event is shut down by security personnel, SCCC personnel, or the police due to violations of the law or this agreement, 100% of any and all rental fees, staff fees, security fees, vendor fees, and deposit are forfeited.
- **DEDUCTIONS FROM DEPOSIT.** An SCCC representative will inspect the premises before and after each event and deductions from the deposit will be made if damages are incurred or if the facility is not left as clean as it was found. Renter will be provided with a Clean Up Procedure and Checklist as a guideline. However, SCCC will not be limited to items on this checklist in making a determination under this paragraph. Any decision regarding deductions will be made by SCCC, in its sole discretion.
- **REFUND OF DEPOSIT.** The renter will receive any forthcoming refund, less any deductions, no later than 30 days after the event.
- **DESIGNATION OF EVENT REPRESENTATIVE:** The renter must designate an event representative for the event. The event representative must be present and available during the entire event, and must act as the primary contact for the SCCC staff if issues arise during the event. If the event is for 100 people or more, the event representative must be someone other than the renter, the guest of honor, or their immediate family. For events of fewer than 100 people the event representative can be anyone, including the renter, the guest of honor, or their immediate family.

## IF SERVING ALCOHOL AT AN EVENT

- **ALCOHOL USE RULES.**
  - The legal minimum age for drinking alcohol in California is 21 years. Drinking by minors is not allowed at SCCC events.
  - The renter and his/her guests must not allow minors to carry, deliver, serve, or drink alcohol.

# Sebastopol Community Cultural Center

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- Drinking is not allowed outside the rental space. It is not allowed in the parking lot.
  - The renter must specify the start and end time for consumption of alcohol. For youth oriented events, such as Sweet Sixteen parties, Quincinieras, or baptisms, the total period for alcohol consumption can be no more than 5 hours. For all other events, alcohol consumption can begin no earlier than the event start time and must end no later than 30 minutes before the event end time.
  - If the event is open to the public or attendance is 100 or more, the following additional rules apply:
    - Alcohol service must be limited to a designated bar area inside the rental space.
    - The renter must designate a bartender who is 21 or older to supervise the bar area during the period when alcohol is served.
- **LIQUOR LICENSE.** If the event is open to the public and includes alcohol, or if the event is private but alcohol will be sold or an entry /admission fee will be charged for the event, a license must be obtained from the Alcoholic Beverage Control, and provided to SCCC at least 7 days before the event date. Call (707) 576-2165 for ABC license information and current rates. The approximate cost is \$50, but is subject to change by ABC.

## INSURANCE REQUIREMENTS

- **SPECIAL EVENT LIABILITY INSURANCE.** Renters are required to provide or purchase a \$1,000,000 Special Event Liability policy with a General Liability limit of no less than \$1,000,000 per occurrence. The Sebastopol Community Cultural Center and the City of Sebastopol must be named as Additional Named Insured and must appear on the certificate of insurance. The certificate of insurance must specify the date(s) of the event. It must be received by SCCC at least 7 days before the event date.
- **LIQUOR LIABILITY INSURANCE.** If liquor will be served or sold at the event, the required certificate of insurance described in the preceding paragraph must specify that the event includes the service or sale of alcohol.

**SPONSORSHIP.** If SCCC is sponsoring or co-sponsoring an event that is open to the public, the Executive Director or designee of SCCC must review and approve all printed publicity (i.e. flyers, posters, invitations, tickets, advertising materials, etc.) before production and distribution.

**SPECIAL RESTRICTIONS:** Please read and initial. Failure to comply may result in forfeiture of deposit.

- \_\_\_\_\_ **NOISE LEVEL** must be below 100 decibels. SCCC staff will monitor the level using a decibel meter. Music must be adjusted promptly at the request of SCCC staff.
- \_\_\_\_\_ **GUM** is not allowed inside the building or outside on sidewalks or in the parking lot.
- \_\_\_\_\_ **STYROFOAM** containers are not allowed in public buildings in Sebastopol. Styrofoam is not allowed on the surrounding grounds.
- \_\_\_\_\_ **CANDLES** may be used by permission only. No open candles are allowed.
- \_\_\_\_\_ **INCENSE** may be used in proper holders only.
- \_\_\_\_\_ **GLITTER AND CONFETTI** are not allowed. Any use of glitter and/or confetti is subject to a minimum of \$100 fine.
- \_\_\_\_\_ **HELIUM BALLOONS**, if used, may not be released outside.
- \_\_\_\_\_ **ALL CHILDREN** must be attended by an adult.
- \_\_\_\_\_ **KITCHEN AREAS** must be kept accessible to building attendant, including service closet.
- \_\_\_\_\_ **ALL EXTENSION CORDS** must be secured in open floor areas with gaffer tape.
- \_\_\_\_\_ **ALL FIRE EXITS (4)** must be accessible with a 4 foot corridor.
- \_\_\_\_\_ **ALL ALCOHOL RULES** must be followed.
- \_\_\_\_\_ **ALL OTHER RULES NOTED IN THE AGREEMENT** must be followed.

**CLEAN-UP PROCEDURES.** Please read and initial. Failure to clean up appropriately may result in forfeiture of deposit.

- \_\_\_\_\_ **TABLES.** Clean/wipe all tables thoroughly. Make sure they are dry and not sticky before placing them neatly on the racks stored beneath the stage.
- \_\_\_\_\_ **DECORATIONS.** Remove all decorations and postings before leaving, including tape, thumb tacks, push pins, etc. from tables, chairs, walls and stage.

# Sebastopol Community Cultural Center

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- \_\_\_\_\_ **FLOORS.** Leave rental space free of all trash and spills. As needed: Dust mop and/or wet mop rental space.
- \_\_\_\_\_ **KITCHEN** (if used): Kitchen must be thoroughly cleaned. Mop floor, clean stove and oven, empty refrigerator, wipe counters clean and leave sink clean and dry. If *SCCC* supplies, utensils, or equipment were used, clean and dry thoroughly.
- \_\_\_\_\_ **TRASH INSIDE.** Empty all trash from rental space, and, if used, restrooms and kitchen. Make sure to recycle. Bins are provided for glass, plastic and cans.
- \_\_\_\_\_ **TRASH LINERS.** Put new trash liners in all waste baskets and garbage cans. *SCCC* provides trash bags.
- \_\_\_\_\_ **TRASH OUTSIDE.** Make sure all trash is picked up from outside and around the building.
- \_\_\_\_\_ **FINAL CLOSING.** If building attendant is not present, turn heat thermostat to "off," turn all fans off and turn off all lights, including stage lights. Check to see that all doors and windows to outside are closed and locked.

**INDEMNIFICATION.** Renter agrees to accept all responsibility for loss or damage to any person, property, or entity, and to defend, indemnify, hold harmless, and release the Sebastopol Community Cultural Center (*SCCC*) and the City of Sebastopol, and their agents, employees, and board members, from and against any and all actions, claims, damages, liabilities, or expenses that may be asserted by any person or entity, including renter, arising out of or in connection with this agreement, whether or not there is concurrent negligence on the part of *SCCC* or the City of Sebastopol, but excluding liability due to the sole active negligence or sole willful misconduct of *SCCC* or the City of Sebastopol. This indemnification obligation is not affected in any way by any limitation on the amount or type of damages or compensation payable to or for the renter or his/her agents under worker's compensation acts, disability benefit acts, or other employee benefit acts.

**DECLARATION:** I hereby declare that I have read this agreement and understand and accept all its terms, including but not limited to those relating to fees, the deposit, my duty to inform *SCCC* of the cancellation of the event, and the indemnification obligation.

Renter's Name: \_\_\_\_\_ Renter's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*SCCC* Rep Name: \_\_\_\_\_ *SCCC* Rep Signature: \_\_\_\_\_ Date: \_\_\_\_\_