

TERMS AND CONDITIONS

Revised 2/17/06

1. Hours of Use

The hours requested for use of the facilities should include time for any of the applicant's special setup and cleanup needs (e.g. decorations, caterers, and bands). For example the Main Hall rents for an 8 hour period, all activities must take place inside that 8 hour period. Individuals associated with the event will not be allowed to enter the facility before the time indicated. All individuals associated with the event must vacate the facility by the indicated ending time. **NO EVENTS CAN EXTEND BEYOND 12 midnight**, unless pre arranged with the Center Director. Delivery of supplies or equipment will not be accepted at *The Center* prior to the indicated beginning time on the contract. If the event goes beyond the scheduled hours, the applicant will be charged \$200 per hour overtime. If the applicant desires to change the hours of the function, *The Center* will attempt to accommodate the request, however, *The Center* reserves the right to deny such changes.

2. Insurance

A requirement of occupancy of the *Mary Agatha Furth Center* facilities is that the applicant maintain in full force and effect, during occupancy of said facility, the following coverage: **Minimum Limits of Liability for \$1,000,000**. Verification of coverage shall be a Certificate of Insurance showing limits of insurance, indicating coverage for use of the Mary Agatha Furth Center on date(s) of event and shall include as ADDITIONAL INSURED:

***"Diocese of Santa Rosa, Our Lady of Guadalupe Church,
Mary Agatha Furth Center, its managers, employees, and agents."***

If Alcohol is being served or consumed at the event, **the policy MUST include Liquor Liability** and that needs to be documented on the policy certificate. Certificate of insurance can be provided as a rider to a business/commercial policy or a homeowner policy. Event Insurance is available through the Furth Center (Gallagher Insurance). Request price quotes and information. **An additional \$50 processing fee will be added to the level of insurance identified in the Insurance Application.**

If we receive a certificate that does not have the proper language, we will charge a \$20 administrative fee to contact the client or insurance company and request the proper language.

<p>Special Note: Red Fruits and Punches (Strawberries and Raspberries, etc...) stain the carpet if spilled and are not allowed. If they are served and stains occur, the client will be billed for the cleaning and repair if needed.</p>
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3. Facility Decorations and Set up

The applicant only set up and decorate during the times of rental on the contract. All supplies and decorations must arrive with the applicant and be removed when the applicant leaves. *The Furth Center* cannot store any supplies and decorations. Decorations and supplies that are left at *The Furth Center* will be disposed of within 24 hours unless arrangements are made. The applicant will follow all fire and safety requirements including fireproofing flammable materials, adhering to fire lanes and aisles, not blocking fire access, and not engaging in any open flame. *The Center* must approve use of candles for table decorations prior to the event. Candles must be enclosed in a hurricane type lamp. No items may be attached to the walls without approval. Only approved tape or putty can be used. No nails, pushpins, staples or other similar types of objects are allowed. The Center reserves the right to keep all prior facility decorations in place. All setups and/or decorations are the responsibility of the applicant. The removal of setups and/or decorations is also the responsibility of the applicant. *The Center* must approve all decorations in advance. **NO** decorations can be attached to the walls. Helium balloons must be anchored. Some decorations may require fireproofing. The applicant must leave the building restored to its original condition. All applicants must sign the Hall Cleanup Checklist at the end of the event

4. Kitchen

The bare kitchen is available to rent at \$25 per hour. The kitchen has stoves, ovens, microwaves, refrigerator, freezer, and sinks available for use. Utensils such as glasses, dishes, etc. are available at an additional charge. All caterers must be approved in advance by *The Center*. Events using family or friends as caterers must present a list of names to *The Center* for approval. If the event is open to the public, one member of the catering group must have the necessary Food Industry Health Permit. The applicant or caterer is responsible for restoring the kitchen to its original condition. All users must sign the kitchen checklist at the end of the event. If anything is missing from the kitchen, the event will be charged a fee for the replacement cost.

5. Alcoholic Beverages

All use of alcoholic beverages must be approved. Groups serving alcoholic beverages for sale will conform to *The Centers* rules and regulations. **Events are limited to serving alcohol for no more than five hours.** The furnishing of alcoholic beverages must terminate one hour prior to the end of the function; e.g., if the function begins at 8 p.m. and ends at 11 p.m., the sale or furnishing of alcoholic beverages shall terminate at 10 p.m. If a police problem arises, the function can be terminated immediately. All groups using alcohol must sign and abide by the Alcoholic Service and Policy Form. Insurance policy **MUST** include Liquor Liability which needs to be noted on the certificate. No additional alcohol may be brought onto the property and in the building without the permission of the Event Supervisor

6. Deposits

The payment of all fees listed on the Room Rental schedule must be made at least 120 calendar days in advance of the scheduled event. Failure to meet this deadline may result in cancellation of the contract and forfeiture of any payments and reservation deposit. Payments must be made in one of the following forms: *Certified Check, Money Order, Organizational Check, Personal Check or Cash.*

There is a \$500 dollar booking and reservation security deposit required with an application to reserve the Main Hall for an event. A \$200 deposit is required for rental of a classroom. Deposits are required for all events regardless if they are private events, business related events and/or non-profit events. This deposit shall be used to secure the date, to cover additional fees for damage to the facility or equipment, for additional cleanup needs, or for a per person charge for additional guests. ***There is an additional \$500 damage and security deposit required for events where alcohol is being served.*** An applicant's additional liability shall not be limited to the amount of deposit. The cost for all damages, replacements and additional custodial hours will be deducted from the reservation deposit. If this total cost exceeds the amount of the deposit, the applicant will be billed the additional amount. If the applicant refuses or fails to pay, legal action may be taken. Please allow three to four weeks for the return of the reservation deposit.

Deposits are not refundable for events cancelled less than 120 days prior to an event. If an event is canceled after a contract is signed, there is a \$200 administrative fee.

7. Payment schedule and contract

Once an application (with deposit) is approved and full event costs are estimated, a payment of 50% of the contract fee must be made to activate the contract, and to receive a copy of the signed contract. The balance of the contract is due 120 days in advance of the event. If an event is not paid in full 120 days prior to an event, *The Mary Agatha Furth Center* has the right to cancel the event and retain the deposit and all partial fees paid. There is no refund of fees for events cancelled less than 120 days before an event.

Only the contracting party can pay fees for the contract. No third party payments will be accepted unless other arrangements have been made. The person who signed the contract, and paid in advance of the event must arrange for and approve all additions to the contract. Contracts that are based upon a per person charge, are subject to a physical count by the Event Supervisor. Final billing will be based upon this count. Final payment of additional services must be received prior to refund of security deposit. Unpaid balance will be deducted from the deposit.

8. Change in Attendance, Counts and Cancellation Policy

If the nature of the event changes or if the number of guests changes, the center staff must be notified at least three working days in advance, and, if necessary, fees will be increased in accordance with applicable rates. The event supervisor has the authority to limit the attendance of an event to the amount listed on the contract. If the attendance at an event exceeds the approved number, the event supervisor may ask the event producer to reduce the number to the approved amount, or cancel the event.

If an event is cancelled after a contract is signed, but before 120 days of the event, there is a \$200 fee (security and booking deposit) to cancel it. If an event is cancelled within 120 days of the event the renter will forfeit all fees and deposits. If the hall is subsequently rented, then fees paid will be returned except for the cancellation fee of \$200 dollars.

9. Shutting Down an Event

An event may be terminated for failure to observe any rules or regulations, or when the facility is needed for emergency purpose. Fights, vandalism, or unacceptable behavior occurring during an event shall cause immediate termination/cancellation of the event by *The Center*, with no refund of fees. Any publication of the proposed activity that occurs prior to the permit being granted is prohibited, and may cause the event to be denied. Events that exceed the building capacity may be immediately canceled with no refund of fees. If incomplete or incorrect information regarding either the nature of the event or the expected number in attendance is given, *The Center* may immediately cancel the event with no refund of fees. Not being in possession of their contract or their ABC license, if applicable, may also result in the immediate cancellation of the event with no refund of fees. The staff representative of the Mary Agatha Furth Center must have access to the event at all times or the event will be terminated immediately.

10. Youth Activities

The Center will require adult chaperons for youth activities. A list of these chaperons must be submitted to *The Center* staff at least five working days prior to the event and must include each chaperone’s address and phone number.

11. Security Policy

The Center will require that an applicant hire special security for each event. Generally the Mary Agatha Furth Center requires one security guard for every one hundred guest attending the event at *The Mary Agatha Furth Center*. The Furth Center reserves the right to require additional security for events when deemed appropriate. Factors include amount of alcohol being served, and nature of the event. A copy of the contract with the Security Company must be submitted to and approved by *The Center* at least one week in advance. Any damage or loss to the facility or equipment is the responsibility of the applicant. The applicant shall be held liable for the costs of restoration or replacement of damage or loss. Security Personnel will monitor area to enforce “ticketed entrance only.” This includes everyone; guests, parents, etc. Security Personnel checks to make sure that no outside beverages, weapons or other unnecessary items are brought in. Security Personnel enforces **NO** in/out policy. Anyone leaving the party will not be allowed to return. Security Personnel will monitor all gates, parking lot and other entrances to The Center (kitchen, back stage etc.). Security Personnel will monitor the bar and bar area. One security will remain in the bar area to make sure there is no underage drinking or over indulgence by guests. It is important to check identification when there is a question regarding age.

My signature below signifies that I agree to abide by all of the conditions of the Terms and Conditions, the Application/Contract, the Use Policy, and of any permit issued - based on this application. I have received and been informed of fees and charges related to the specific activities. I also agree to pay to the Mary Agatha Furth Center the costs The Center may incur as a result of any failure to comply with all of these conditions, including damages due to failure to vacate the premises in a rentable condition.

Applicant
_____/_____/_____

Mary Agatha Furth Center
_____/_____/_____