

SANTA CRUZ MOUNTAINS ART CENTER  
9341 Mill St. Ben Lomond, CA 95005

COMMUNITY USE POLICY  
Adopted by Board of Directors 5-9-2011

1. Board of Directors will set community use fees yearly.
2. The Board of Directors will decide on a case by case basis:
  - A. Appropriateness of the Art Center hosting the community use event / activity
  - B. The waiving of any community use fees.
3. Community User will be required to sign the Community Use Agreement (attached, pages 2 – 7)
4. The signed Agreement will be returned to the Art Center with full payment of fee plus a cleaning and damage deposit. The deposit will be returned to the Community User not more than two weeks following the Community Use event.
5. A responsible individual of the Art Center will sign the Agreement and mail it to the Community User after it has been returned with fee and deposit and signature of the Community User.
6. The Art Center will be responsible for:
  - A. Cleaning facility prior to the Community Use event.
  - B. Providing 1 garbage & 1 recycling can.
  - C. Attending to facility problems in a timely fashion.

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**Facility Community Use Request and Agreement (adopted June 2011)**

When signed by an authorized representative of the Santa Cruz Mountains Art Center and Gallery ("SCMAC") and the undersigned party ("Community User"), the following constitutes the agreement between SCMAC and the Community User.

1) Definitions.

- a) The "Premises" is defined as the first floor art gallery located at 9341 Mill Street, Ben Lomond, CA, 90005 and includes the entire rear of the building, kitchen, bathroom, back deck, yard, stage, any systems which affect the use and enjoyment of the Premises.
- b) "Event" means the specific details of the Event as specified below as well as reasonably adequate time for setup and cleanup.

2) Use.

- a) Community User hereby acknowledges review and acceptance of the House Rules as specified on Schedule A and incorporated herein by reference. Violation of any House Rule subjects the Community User to a number of remedies which are solely exercisable at SCMAC's discretion, including but not limited to forfeiture of the Security Deposit and claim for breach of contract.
- b) Event (date, time, nature of Event:

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3) Community Use Fees

- a) The Community Use Fee is as follows:
  - \$300 per night. Beginning no earlier than 9AM. Community User must vacate the Premises within 24 hours after Community User's use commences.
  - \$500 per weekend Friday night after 5PM through Sunday night ending at 11:59 PM.
  - \$1000 per week Monday thru Sunday): Beginning no earlier than 9AM and ending no later than 11:59 PM of 7th night of the Event.

b) Deposit

- i) A Security Deposit is due at the time the application is submitted as follows:

Weekday night: \$100 per night

Weekend night: \$250

Weekly: \$500

- ii) The Security Deposit will be held until after the Event and returned to Community User after SCMAC's inspection of the Premises. Community User agrees to the following deductions from the Security Deposit, if applicable:

- Cleaning charges;
- Break-down;
- Storage charges; and

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• Repair charges

- iii) If the Event and related clean up of the Premises are not completed within the agreed upon hours of the Event, Community User will be charged an additional fee of \$150 per hour (no pro rations) for each hour (or fraction thereof) past Community User's approved Event time.
- iv) The Security Deposit (or remainder thereof) will be returned to Community User upon satisfactory inspection of the Premises. SCMAC is entitled to charge Community User for any damages or clean up costs attributable to Community User up to the full amount of the Security Deposit, and if the damages and/or clean up costs exceed the Security Deposit, Community User agrees that nothing in this Agreement limits any rights or remedies otherwise available to SCMAC.
- v) If cancellation by Community User is more than thirty (30) days before the scheduled Event, the entirety of the security deposit will be returned. If Community User cancels less than 30 days prior to the event, the entire Security Deposit shall be forfeited to SCMAC.
- vi) Returned Checks will be subject to a \$30 fee in addition to fees charged by SCMAC's financial institution.
- vii) Checks should be made payable to the Santa Cruz Mountains Art Center - SCMAC

c) Holding Fee.

- i) A nonrefundable Holding Fee is at the time that the application is submitted to SCMAC in order to hold the date(s) for the Event:
  - Weekday night: \$50 per night
  - Weekend night: \$100 per night
  - Weekly: \$150 per week
  - Monthly: \$200 per month
- ii) If Community User cancels the scheduled Event for any reason, Community User forfeits the Holding Fee in its entirety to SCMAC.
- iii) Upon conclusion of the Event, the Holding Fee will be applied to the total outstanding charges.

4) Responsibility.

- a) Community User shall not do anything in the Premises that will obstruct or interfere with the rights of other tenants of the Building or injure or annoy them, or use the Premises for any improper, unlawful, or objectionable purpose. Community User shall not cause, maintain, or permit any nuisance or unreasonable noise in or about the Premises, or commit any waste in the Premises. Community User shall not put the Premises to any use that violates local zoning ordinances or any other applicable law.
- b) Community User shall provide copies of all such required permits to SCMAC within 3 days after receiving the documents, but in no event less than 3 days prior to the Event.
- c) Community User may not make any alterations to the Premises without prior written consent of SCMAC. Any alteration made to the Premises by Community User after the consent has been given, and any fixtures installed as a part of that work, will become SCMAC's property on the termination of the Lease, provided, however, that SCMAC shall have the right to require Community User to remove any fixture and to restore the Premises to its original condition at Community User's cost.
- d) Community User shall not place placards, signs, or other exhibits in a window or any other place where they can be viewed by the general public without the written consent of SCMAC.

5) Assignment and Subletting.

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Community User may not assign this Lease or sublet all or any portion of the Premises without the written consent of SCMAC. Any attempted assignment or subletting shall be void and at SCMAC's option shall terminate this Lease.

6) Parking

SCMAC does not have any rights to parking and makes no representations to Community User that parking is available to Community User or its guests.

7) No Security Representations

No representations or warranty is made that the Premises or the building are secure or free from the possibility of criminal activity. Community User acknowledges that it is Community User's responsibility to exercise care and caution for the protection of Community User its guests and invitees and Community User's property.

8) Non-Liability of Landlord and Indemnification by Tenant

Community User agrees that SCMAC shall in no event be liable for (and Community User hereby expressly waives all claims and causes of action for) the loss of or damage to any property of Community User, Community User's agents occupants or invitees for wrongful death or injury to Community User, Community User's agents, or invitees ( whether such property loss, death or injury occurs in the Premises, the Building, the Building Common Areas, or other areas in on or around the Building) unless the same shall have been caused solely by the gross negligence or willful misconduct of SCMAC. Community User hereby indemnifies and agrees to hold SCMAC and its agents and employees, free from harm from any and all judgments, liabilities, losses (including amount paid in settlement), costs and expenses (including defense costs and attorneys' fees and costs) incurred by SCMAC in connection with any claim demand or cause of action asserted against SCMAC, its agents or employees by Community User, Community User's agents, occupants or invitees unless the same is attributable solely to the gross negligence or willful misconduct of the SCMAC.

9) Broker's Fees

There are no Brokers entitled to fees for Community User's use of the Premises under this Agreement. Fees claimed by a Broker shall be the responsibility of the party hiring the Broker.

10) Notices

Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Agreement or by law shall be in writing and shall be deemed to be served when personally delivered or in lieu of personal service, when deposited in the United States mail, first-class postage prepaid, addressed to SCMAC at 9341 Mill Street, Ben Lomond, CA 95005 and to Community User at the address set forth on page 5. Any party to this Agreement may change his/her/its address for purposes of this paragraph by giving written notice of the change to the other party in the manner provided in the paragraph

11) Insurance

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Community User shall obtain and keep in force a Commercial General Liability policy of Insurance protecting Community User and SCMAC as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than \$1,000,000 per occurrence with an annual aggregate of not less than \$2,000,000. Community User shall add SCMAC as an additional insured by means of an endorsement at least as broad as the Insurance Service Organization's "Lessor's Premises" Endorsement and coverage shall also be extended to include damage caused by heat, smoke or fumes from a hostile fire. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "insured contract: for the performance of Community User's Indemnity obligation under this Lease. The limits of said insurance shall not, however, limit the liability of Community User nor relieve Community User of any obligation hereunder. Community User shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by SCMAC, which insurance shall be considered excess insurance only.

If Community User sells or serves alcohol Community User shall obtain liquor liability insurance or host liquor liability insurance and not less than 7 days prior to commencement of the Event Community User shall present the policy to SCMAC which must approve the insurance in its reasonable discretion prior to the sale or service of alcohol by Community User on the Premises.

12) Attorney Fees

Should it become necessary for either party to employ an attorney to enforce any of the conditions or covenants of this lease, the prevailing party shall be entitled to collect all expenses incurred, including a reasonable attorney's fee.

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Today's date: \_\_\_\_\_

Community User's Name: \_\_\_\_\_ Organization: \_\_\_\_\_

Phone :

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Dates and times requested for use of the SCMAC Premises:

Date: \_\_\_\_\_

Hours: \_\_\_\_\_

Will Event include concessions / catering? \_\_\_\_\_ If "Yes":

Name of Caterer: \_\_\_\_\_

Address \_\_\_\_\_ Phone: \_\_\_\_\_

If catering is not used, will you be providing food and/or alcoholic beverages? \_\_\_\_\_

By signing *this* request for Community Use facilities, the signee agrees to comply with the terms of *this* agreement. SCMAC agrees to let the proposed Community User know as soon as possible if their request has been granted.

By signing this Community Use Contract the Community User acknowledges having read and understood the terms of this contract and acknowledges that *this* Community Use Contract and accompanying House Rules are binding both on the parties and the organizations they represent.

COMMUNITY USER:

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

Title \_\_\_\_\_ Organization: \_\_\_\_\_

Phone #: \_\_\_\_\_

Date signed: \_\_\_\_\_

ECF SCMAC representative: \_\_\_\_\_

Security deposit fee collected: \_\_\_\_\_ date: \_\_\_\_\_

Community Use Fee: \$ \_\_\_\_\_

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House Rules

1. SCMAC is a non-smoking environment available for Community Use.
2. The maximum capacity of SCMAC is 200 people for a stand-up event and about 50 for a sit-down meeting.
3. Community User is solely liable for: (a) Catering. If alcohol is served at the Event, Community User shall be solely liable to employ a licensed bartender or other certified and trained person. Underage drinking is not permitted, and is the responsibility of the Community User;
4. All preparations for the Event are the sole responsibility of the Community User, including but not limited to (a) sound equipment, stage set-up; (c) or any related set-up or tear-down of the Event; or (d) promotion or marketing of the Event.
5. Event must be over and completely cleaned up within the approved Event time. Adequate set up and clean up time must be calculated into the time the Premises are needed.
6. Set-Up. Access to the facilities for setting up, including catering or sound set-up will be during the hours stated on *this* Community Use agreement or as agreed to in advance. Community User is responsible for all set-up and break down.
7. Clean-Up. Upon completion of the Event, Community User shall ensure that the premises are returned to the same condition as present prior to the Event. All food, beverages, equipment and rented supplies must be removed from the premises immediately after each use of the facilities. Any area involved with catering and the bathroom must be cleaned and left in the condition in which they were found. All trash must be removed from the building and placed in the appropriate waste pick-up bins. All floors must be swept and/or vacuumed after use of space. Community User must immediately take care of any spillage. If Community User is unable to remove spillage, SCMAC retains the right to have the area professionally cleaned at the Community User's expense.
8. Community User is responsible for turning off the lights, air conditioning and lock up of the facilities at the conclusion of the Event. If the Community User leaves on any lights and air conditioning, Community User agrees to pay an additional \$150 penalty. .
9. Any damage to facilities or artwork during the Community Use period, or upon delivery/ pick-up / clean-up/ or resulting from any Caterer's action will be the responsibility of the Community User. This includes damage to the walls, floors, fixtures, stereo, and artwork.