



## Facility Use Agreement

### Scope of Agreement

This Facility Use Agreement is made on (date) \_\_\_\_\_ between the Boys and Girls Clubs of San Dieguito, hereinafter called "BGCSDTO" and \_\_\_\_\_, hereinafter called "Client." The purpose of this Agreement is to define the obligations of both parties pertaining to the rental of the BGCSDTO facilities, rooms, gyms, pools, and special event venue(s), herein referred to as "Active Use Areas", as described in the attached "Reservation Agreement".

The Active Use Area(s) described in the "Reservation Agreement" have been reserved for Client for the dates and times stipulated. Please note that the hours assigned to your program or event may or may not include all set up and clean up time, including the set up and cleanup of all subcontractors that you may use. Details regarding set up and cleanup will be outlined in the "Reservation Agreement". It is understood you will adhere to and follow the terms of this Agreement, and you will be responsible for any damage to equipment and/or to the premises and site, including the behavior of your guests, invitees, program participants, agents or subcontractors resulting from your use of the Active Use Areas described in the Reservation Agreement. Client is responsible for providing to BGCSDTO a list of all employees and vendors who will have access the Active Use Area(s) at least two (2) weeks prior to the program or event.

### Insurance

Client is required and agrees to procure and keep in full effect during the term of this Agreement, at Client's expense, insurance coverage as follows:

1) Commercial General Liability Insurance:

General aggregate (bodily injury/property damage):

Aquatic Events \$2,000,000

Other Events \$1,000,000

Personal and advertising injury: \$1,000,000

Each Occurrence: \$1,000,000

Auto Liability per occurrence: \$1,000,000

2) Workers compensation as required under California State Law plus \$1,000,000 minimum employer's liability limit for vendors.

3) A Certificate of Insurance (COI) naming the "Boys & Girls Clubs of San Dieguito, its officers, staff, volunteers, and agents as additional insured".

4) Client shall provide BGCSDTO with a copy of such Certificate and endorsement form at least two (2) weeks prior to the program/event rental.

5) Client is also responsible for providing BGCSDTO with valid certificates of insurance with the proper amounts of coverage for all subcontractors that Client is using for the event. These subcontractors include, but are not limited to, teaching artists, caterers, valets, performers, photographers, entertainment, equipment rentals (tables/chairs/tents, etc.), florists, decorators, sound and lighting technicians, etc.



Client may provide evidence of own insurance company or may use the BGCSDTO insurance company. If you purchase insurance through BGCSDTO, the amount will be determined upon completion and approval of your application. Please speak with us to receive insurance information.

### **Indemnification**

Client agrees to defend, indemnify and hold Boys & Girls Clubs of San Dieguito, its officers, staff, volunteers, and agents working on its behalf harmless from any and all liability, loss, expense, or claims for injury or damages arising out of the performance of this Agreement or the negligent actions, willful misconduct or omissions of Client, and Client's guests, participants, invitees, agents and subcontractors. The parties agree that the interpretation and legal effect of this Agreement shall be governed by the laws of the State of California.

### **Fees, Deposits, Cancellations**

Unless expressly otherwise provided in the Reservation Agreement, Client shall furnish at own expense, any and all equipment and materials required in connection with the program/event.

The fees, charges and terms for Clients rental are described on the enclosed Reservation Agreement. Client shall pay BGCSDTO 30% of the total estimated charges to hold the reservation. The deposit will be due no later than scheduled deadlines outlined in the Reservation Agreement. Each deposit is non-refundable and non-transferable and will be applied to the total amount of the rental fees due.

Client shall pay BGCSDTO the full remaining estimated balance two (2) weeks in advance of the first day of the program/event unless an otherwise negotiated payment plan is outlined in the Reservation Agreement. Failure to meet the payment deadlines may result in the cancellation of the program/event.

Cancellations should be made in writing at least two (2) weeks prior to the start of the program/event. If cancellation by Client occurs within the two (2) weeks prior to the event, the full value of the deposit will be withheld.

### **Publicity/Use of Name and Logo**

Client shall not use the name of the Boys and Girls Clubs of San Dieguito, any trade name, service mark, trademarks, acronym or logo of BGCSDTO in any publicity releases, advertising or any other publication without BGCSDTO's prior written consent.

### **General Facility Agreements**

- All BGCSDTO facilities are non-smoking facilities.
- All BGCSDTO facilities are drug free.
- No rice, rose petals, birdseed, confetti, glitter, floating sky lanterns, fire pits, tiki torches or sparklers are allowed on the premises.
- Lights or other decorations may not be attached to the trees or other landscaping.
- All decorations must be approved by a BGCSDTO facility manager.
- No alterations to BGCSDTO property can be made without prior written approval from a facility manager.



### **Alcohol Policy**

The use of alcoholic beverages in the BGCSDTO facilities is by advance written permission only and must comply with all California State laws, City policies, and A.B.C. regulations. Failure to comply will result in immediate revocation of permission to use or serve alcoholic beverages; possible termination of the event; and forfeiture of deposits and/or rental fees. If Client plans to have alcohol present, please request the full Alcohol Policy and Alcoholic Beverage Control Information sheet.

### **Program/Event Security**

BGCSDTO, at their sole discretion, may mandate that additional security personnel are assigned to your event, which may involve additional fees over and above your facility rental fee. Any provisions for event security will be outlined in the Reservation Agreement.

### **Program/Event Staff**

The Facility Manager who initiates the Reservation Agreement will be the primary contact for Client and will be accessible throughout the program/event reservation period. A contact number will be given to Client to reach the manager if they are away from the facility. The manager will ensure the Active Use Areas and surrounding site are ready for the program/event, and will meet with Client prior to the beginning of the program/event.

### **Program/Event Set-up**

All property belonging to Client and Client's guests, participants, invitees, agents and subcontractors and all equipment shall be delivered and set up on the first day of the program/event. Should the client need earlier access for set-up purposes, this can be arranged and additional fees may be assessed. The Client is ultimately responsible for all property belonging to the Client's invitees, guests, agents and sub- contractors that is left on premises.

### **Program/Event Clean Up**

Client shall be responsible for returning all Active Use Areas and facility premises to the state that it was provided to them. All property belonging to Client and Client's guests, participants, invitees, agents and subcontractors shall be removed by the end of the rental period. All property remaining on the premises beyond the end of the rental agreement will be charged at the prevailing hourly rate. Should the client need special consideration for the removal of property beyond the rental period, this can be arranged prior to the beginning of the event. Additional fees may apply. BGCSDTO shall do a general walk through inspection and clean up at the conclusion of the program/event however it is the Client's responsibility to remove all decorations. BGCSDTO is not responsible for any property left behind by Client and Client's guests, participants, invitees, agents and subcontractors.

### **Damages**

Client is responsible for the behavior of its guests, invitees, program participants, agents and subcontractors. Client is encouraged to participate in a pre-event inspection. The facility manager will conduct a post program/event inspection to determine the condition of all Active Use Areas, equipment and surrounding premises. BGCSDTO reserves the right to repair any damages and charge the cost of the repair(s) to the Client. Client shall reimburse BGCSDTO for



any damages occurring to equipment, facilities and surrounding site as a result of the program/event.

**Situations Beyond the Control of BGCSDTO**

The ability to execute this Agreement by either party is subject to the Acts of God, including but not limited to hurricanes, flooding, earthquakes, fires, power outages, etc, as well as any government intervention, staff disputes and strikes, civil disorders, terrorism, or other emergencies. Inclement weather may affect the use of outdoor facilities. BGCSDTO reserves the right to determine the use of outdoor facilities in the event of inclement weather.

BGCSDTO will work diligently to accommodate changes to pre-arranged reservations affected by such occurrences. Should the event be canceled through such occurrences, all fees paid by Client to BGCSDTO will be returned to Client within thirty (30) days.

**Payment of Fees**

All checks should be made payable to: Boys and Girls Clubs of San Dieguito  
Po Box 230520  
Encinitas, CA 92023

**Authorization**

The person(s) signing the Agreement on behalf of the parties each warrant that they are authorized to make agreements and to bind their principals to this Agreement.

**Acceptance**

Upon signing of this Facility Agreement and the attached Reservation Agreement, a fully executed agreement will be in force.

I/we have read the above and accept the terms therein:

_____	_____	_____
Client Signature	Printed Name	Date
_____	_____	_____
BGCSDTO Signature	Printed Name	Date

**Please return signed agreement, all attachments and any required deposit to the address listed in the attached Reservation Agreement.**