



HALL RENTAL AGREEMENT

This Agreement made by and between SACRAMENTO POLICE OFFICERS ASSOCIATION, a California nonprofit association (hereinafter "SPOA" or "LICENSOR") AND Member/Individual/Organization

(Hereinafter "LICENSEE").

RECITATIONS

LICENSOR is the owner of certain real property located at 550 Bercut Drive, Sacramento, California 95811 (hereinafter "PREMISES").

DEFINITIONS

A. **MEMBER**: A "**MEMBER**" is a dues paying, Active, Honorary, Reserve, or Associate member of the Sacramento Police Officers Association, hereinafter "SPOA". Only SPOA members are eligible to be "LICENSEES" under the Hall Rental License Agreement, unless specifically approved by SPOA Board of Directors, in the case of applications submitted by non-members, outside organizations, etc.

FACILITIES: The **FACILITIES** are the meeting hall, adjacent restrooms, and adjacent kitchen portion of the Premises located at 550 Bercut Drive, Sacramento, California 95811.

EVENT: An **EVENT** is a social gathering including but not limited to a wedding reception, reception, fund raiser, barbecue, business meeting or retirement party which is held for the primary benefit of a MEMBER for which LICENSOR grants a License for use of the **FACILITIES** as specified in Paragraph 1 below.

AGREEMENT

LICENSOR and LICENSEE in consideration for the mutual promises contained herein agree as follows:

1. LICENSOR grants to LICENSEE a license to utilize the FACILITIES for an EVENT from _____ hours to _____ hours on _____, 20____. Setup and Takedown shall be included in these hours. Setup will occur immediately prior and adjacent in time to the event, but may be approved to take place at an earlier time for complex events where as the earlier setup does not interfere with or preclude the scheduling of other events.

2. LICENSEE shall be able to rent the FACILITIES for only the LICENSEE'S own use or for use by LICENSEE'S gathering. LICENSEE shall remain at the FACILITIES for the duration of the EVENT. LICENSEE acknowledges receipt of SPOA Hall Usage Guidelines which are attached hereto and incorporated herein by reference. MEMBERS who use the hall for free or at a reduced membership rate must be the primary organizer of the event. Events where the MEMBER is not the primary organizer will be billed at the non-member rate. A MEMBER, who is primary organizer must be present at the event from setup to takedown and must have had the primary or a very significant role in planning, organizing, and running the event.

3. LICENSEE shall provide a ***refundable Five Hundred Dollar (\$500)***, security deposit upon execution of this AGREEMENT. These monies will be utilized to pay for the repair or replacement of any damage, excessive wear and tear, special cleaning, graffiti, missing property, or parking lot cleaning that is caused by the EVENT. This security deposit shall be refunded to the LICENSEE less any costs incurred, the determination of which are at the sole discretion of the LICENSOR.
4. LICENSEE shall provide a ***non-refundable One Hundred Fifty Dollars (\$150)***, cleaning deposit upon execution of this AGREEMENT.
5. LICENSEE shall pay an after-hours access base fee of ***One Hundred Dollars (\$100)*** for up to Four (4) hours with additional hours charged at ***Twenty Five Dollars (\$25)*** per hour. This fee shall be assessed for events (or portion of the event) held outside of normal business hours of the Association. This fee may be waived for events that begin during normal business hours and for which it is determined that an SPOA staff member is not needed to be present for.
6. Any cancellation of this agreement shall be submitted in writing to the offices of LICENSOR no less than thirty (30) calendar days prior to the reservation date of the EVENT. Any cancellation less than thirty (30) calendar days prior to the reservation date of the EVENT shall result in the forfeiture of the contracted usage fee to LICENSOR in its entirety.
7. LICENSEE shall pay for, carry, and provide proof of insurance/insurance rider for their event and shall indemnify the Sacramento Police Officers Association and its Board of Directors/members/staff from liability (minimum 500,000 coverage). An insurance rider can be obtained at www.privateeventinsurance.com.
8. LICENSEE agrees as a material part of the consideration for this Agreement that he/she shall not use the FACILITIES for the conduct of any commercial, profit making enterprise, unless so stated and approved by the LICENSOR.
9. LICENSEE shall be responsible for cleaning the kitchen, if used, immediately after the event or the Security deposit or a portion thereof shall be subject to forfeit at the discretion of the LICENSOR. LICENSEE is only entitled to use the following appliances and features of the kitchen: refrigerator; hood, stove/oven range unit; sink; and all counter areas of the kitchen. No other SPOA supplies in the kitchen may be used.
10. Uniformed security for the event may be required by the LICENSOR at its sole discretion. The resulting security costs shall be borne by LICENSEE.
11. The use of alcohol in the facility is exclusively by permission in advance and must comply with applicable law and the provisions of this Use Policy. Failure to comply with any regulations will result in immediate revocation of the permission to use alcohol and termination of the event. Alcohol shall not be served to minors. The user's failure to comply, monitor and enforce this provision is grounds for terminating the activity immediately and forfeiture of the refundable deposit.
12. Injuries caused to any person as a result of alcoholic beverages being served and/or consumed on facility premises shall be the sole responsibility of the organization, its sponsor or the adult representative, who, as a condition of signing the use permit for the facility agree to indemnify the SPOA for any such injuries.
13. No sales of alcohol are permitted without a license from the State Alcoholic Beverage Control Board (A.B.C.).
14. No smoking of any kind is allowed within the FACILITIES.
15. SPOA offices, including the boardroom, lobby, and storage room shall not be used by LICENSEE or their guests. Only items solely owned by the SPOA may be utilized during the event. Use of any other equipment is strictly prohibited. LICENSEE shall inform LICENSOR of any items they intend to rent or use in the FACILITY.

16. Nothing which may cause permanent marks or damage (such as tape or nails) shall be affixed to the walls, ceiling, or flooring.

17. Events shall remain within the walls of the FACILITIES.

18. LICENSEE agrees as a material part of the consideration for this AGREEMENT, to hold LICENSOR, its Officers, Directors, Agents and other MEMBERS harmless from any and all claims, and chooses in actions arising from LICENSEE'S use of the FACILITIES and to indemnify LICENSOR, its Officers, Directors, Agents and other MEMBERS for any and all judgments, claims and chooses in action.

19. LICENSOR makes no warranties; express or implied regarding the physical condition of the FACILITIES, any SPOA equipment or goods, or any other matter, to LICENSEE, his/her agents or guests.

20. Any controversy or claim arising out of or relating to this AGREEMENT or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association; provided, however, reasonable attorney fees and costs shall be awarded to the prevailing party.

21. This AGREEMENT shall be binding on and shall insure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

22. Should any provisions of this AGREEMENT be held by a court of competent jurisdiction to be valid, void, or unenforceable, the remaining provisions of this License shall remain in full force and effect unimpaired by the holding.

23. This instrument constitutes the sole and only Agreement between LICENSOR and LICENSEE respecting said FACILITIES, the herein specified, and correctly sets forth the obligations of LICENSOR and LICENSEE to each other as of its date. Any agreements or representations respecting said FACILITIES of their licensing by LICENSOR to LICENSEE not expressly set forth in this instrument are null and void. This AGREEMENT cannot be modified except by a writing executed by the parties.

24. LICENSOR'S Board of Directors reserves the right to deny FACILITIES use at any time through their Agents or Officers for any function that, in its sole discretion, may be illegal, may discredit the reputation or purposes of the SPOA, or is inconsistent with the Mission or purpose of the LICENSEE/LICENSEE'S Members.

25. LICENSEE shall provide payment at the time of the execution of this AGREEMENT according to the following schedule of Fees:

<u>USE</u>	<u>MEMBER PRICE</u>	<u>NON-MEMBER PRICE</u>
Basic Hall Rental (Inc. RR Access)	1 free <i>Lifetime</i> Rental	
Hourly Access	\$100 for first 6 hours	\$100/hour (Minimum 4 hours)
Additional hours	\$50 per hour after 6 hours	\$100/hour after initial 4 hours
Kitchen Access	Included	Included
Security Deposit	\$500 (refundable)	\$500 (refundable)
Cleaning Deposit	\$150	\$150
Staff Fee - See section 5 of this agreement for information regarding waived fee		
During Business Hours	Included	Included
After Business Hours	\$100 (1 st 4 hours)	\$100 (1 st 4 hours)
	\$25 per hour after that	\$25 per hour after that
Tables (Inc. 20 Tables)	Included	Included
Chairs (Inc. 120 Chairs)	Included	Included

* The Executive Board may elect to waive or reduce any of the above fees for specific events, however those waivers shall constitute a donation from the Association to the event.

26. MEMBERS have a one free lifetime use of the FACILITIES. The FACILITIES shall not be available for free events during peak usage periods, including holidays, holiday weekends, and the period beginning Thanksgiving week and ending the Friday after New Year's Day.

Reception / Private Party Package: \$100 – Includes bar equipment (not alcohol), sinks, ice machine / ice, ice chests, beverage dispensers, Televisions, CD player, digital media player, coffee pot, AV projector, microphone, PA speaker, Wi-Fi, easels, flags, and podium with microphone.

Expected Attendance: _____

TOTAL CONTRACTED PRICE: \$ _____

Executed on _____, 20_____, in the City and County of Sacramento, California.

LICENSEE:

(By signing this Agreement, I signify that I have read, understood, and agree to abide by all policies and rules of this Agreement.)

LICENSOR:

SACRAMENTO POLICE OFFICERS ASSOCIATION

By: _____



HALL RENTAL APPLICATION

NAME _____ MEMBER NON-MEMBER

ADDRESS _____

PHONE # _____

ORGANIZATION OR AFFILIATION: _____

ADDRESS _____

PHONE # _____

PURPOSE FOR RENTING THE HALL IS: _____

EXPECTED ATTENDANCE: _____

DATE/TIME OF EVENT: _____

TODAY'S DATE: _____

-SPOA STAFF USE ONLY-

DATE: _____ APPROVED BY MEMBER EVENTS COMMITTEE

DATE: _____ APPROVED BY BOARD OF DIRECTORS

DATE: _____ APPROVED BY SPOA PRESIDENT

STAFF/BOARD MEMBER TO OPEN/CLOSE _____

CANCELLATION INFORMATION:

DATE: _____

REMOVED FROM HALL CALENDAR

CREDIT CARD PURCHASES

DATE _____

EVENT _____

AMOUNT CHARGED _____

NAME ON CARD _____

TYPE OF CARD _____

CARD # _____

EXPIRATION _____

LAST 3 #'S ON BACK _____

BILLING ADDRESS WITH ZIP _____

PHONE # _____