MONO COUNTY
COMMUNITY CENTER
USE AGREEMENT

CROWLEY LAKE

WHEREAS, the County of Mono ("County") owns and maintains several community centers throughout the county, which it is willing to make available to the public for activities, special events, meetings, and other gatherings ("Events"); and

WHEREAS, _____ (insert name of user) ("User") would like to use the community center described above for an Event and is willing to agree to the terms and conditions contained herein in exchange for County's authorization to do so.

I. EVENT DESCRIPTION AND DETAIL

Date of Event: _____ Hours of Event: _____to _____

Type of Event: _____ (e.g., wedding, party, meeting, class, workshop)

Is the Event repetitive (i.e., does it occur on more than one date)? _____

If repetitive, please list each date individually. Note that this Use Agreement is valid for up to twelve weeks for repetitive events. A new Agreement is required for repetitive Events lasting more than twelve weeks.

_____.

Type of User:
(Check one) ☐ Individual ☐ For-Profit Entity ☐ Non-Profit Organization ☐ Public Entity

☐ Other (please describe) _____

Number of people attending event:_____ (if more than 50, please see paragraph 10.)

Contact person and information:

(Name) _____

(Mailing address) _____

(Phone number) _____

(E-mail address) _____

////////////////

User please answer the following by marking the appropriate boxes:	YES	NO
A. Will the kitchen be used?	☐	☐
B. Will alcoholic beverages be present or provided?	☐	☐
C. Will alcoholic beverages be sold?	☐	☐
D. Will there be any attendees under the age of 18?	☐	☐
E. Will food be provided to the general public?	☐	☐
F. Will the Event be open to the general public?	☐	☐
G. Will there be more than 50 people in attendance at the Event?	☐	☐
H. Will food or goods be sold? (circle one or both, if applicable)	☐	☐

II. TERMS AND CONDITIONS

User is hereby authorized to use the Mono County community center noted above (the "Community Center") on the date and time and for the type of Event specified in section I of this Agreement, in accordance with the following terms and conditions:

1. DEPOSIT AND USE FEES

1.1. Concurrently with the submission of this Agreement, User shall pay to County the Deposit and the Use Fees set forth in the document entitled "Community Center Use Fees and Deposits" which is attached to this Agreement as Exhibit "A" and incorporated by this reference. No Reservation will be made for use of the Community Center unless and until the applicable Deposit and Use Fees have been received by County and this Agreement has been executed by both the County and the User.

1.2 The Deposit and Use Fees shall be paid by separate checks made payable to the County of Mono. To cancel a reservation, User shall contact the Department of Public Works at 760-932-5440. **If the cancellation is made less than seven calendar days prior to the date of the Event, then the Use Fee will not be refunded.**

2. COUNTY PRECEDENCE

2.1. Where "standing" reservations have been made for regularly-scheduled (repetitive) Events, there may be instances where a County function must be held on a standing Event date. In such a case, County business will take precedence and the "standing" Event will be preempted for that day or days. Use Fees received for the date of the preempted Event will be refunded, unless the County and User mutually agree to reschedule the preempted Event.

2.2. County's community centers are an integral part of its emergency response system. In the event of an emergency, as determined in the sole discretion of County, it may be necessary for County to cancel an Event reservation. In such circumstances, County will refund all

Use Fees and Deposits received for the canceled Event unless County and User mutually agree to reschedule the canceled Event.

2.3 In the event of preemption or cancelation pursuant to this paragraphs 2.1 or 2.2 of this section, County shall not be liable to User, or to its guests, invitees, participants or to other third parties, for any damages whatsoever, including, but not limited to, any damages for lost profits or lost revenue, or for special, incidental, punitive, or consequential damages, even if County has been advised of the possibility or likelihood of such damages. User hereby waives any claim it may have, and agrees to defend, indemnify, and hold County harmless against claims by third parties, for such damages.

3. USER RESPONSIBLE FOR CONDUCT

3.1 User is responsible for the conduct of all persons present at the Event and agrees to ensure that the Event will be conducted in an orderly manner. Failure to conduct the Event in an orderly manner, as demonstrated by lack of compliance by User (or others present at the Event) with any of the terms and conditions of this Agreement, including but not limited to the unauthorized sale, provision, or possession of alcohol at the Event, may result in a forfeiture of User's Deposit, immediate closure of the Event, the assessment of liquidated damages in accordance with paragraph 8, and/or the loss of future privileges to use the facility.

3.2 User hereby acknowledges that County personnel, including law enforcement personnel, may enter the Community Center at any time during the Event for the purpose of ensuring compliance with the terms and conditions of this Agreement.

4. CLEANING AND CLOSING RESPONSIBILITIES

4.1 User is responsible for cleaning and "closing" the Community Center after the Event, including performing each of the tasks listed in the "Community Center Closing Checklist" which is attached to this Agreement as Exhibit "B" and incorporated by this reference. In the event the Community Center is left unclean as determined in County's sole discretion, or any of the tasks set forth in the Closing Checklist have not been performed, cleaning and/or maintenance fees will be deducted from the Deposit on file with the Mono County Department of Public Works. If the cost of cleaning and/or maintenance exceeds the amount of the Deposit, then User will be notified of the additional amounts owing and shall make payment therefor as provided in paragraph 4.3.

4.2 User is responsible for any damage over and above normal usage of the building and its contents, as determined by County. If User notes any damage or unusual condition upon entering the building, then User shall report it to the Department of Public Works at (760) 932-5440 prior to the occurrence of the Event. If an unusual condition is not reported prior to the Event, then County will presume, unless proven to the satisfaction of County otherwise, that the condition was caused by the Event and the costs of remediating the condition will be deducted from User's Deposit. If the cost exceeds the amount of the Deposit, then User will be notified of the additional amounts owing and shall make payment thereof as provided in paragraph 4.3.

4.3 User shall make payment of any amounts owing in excess of the Deposit which are charged in accordance with paragraphs 4.1, 4.2 or 8.2 within fifteen calendar days of the date printed on the notice of charges provided to User by County. Payments not made within said time period shall accrue interest at the rate of ten percent (10 %) per annum.

5. COMMUNITY CENTER KEYS

5.1 User will be provided with a key to the Community Center in advance of the Event and shall return the key following the Event as directed by County.

5.2 User shall maintain sole possession and control of the key from the time of its receipt until its return following the Event. No person other than User shall be authorized to use or hold the key. The reproduction or distribution of keys is prohibited.

6. USE RESTRICTIONS AND OCCUPANCY LIMITS

6.1 Occupancy limits for the Community Center are posted onsite and will be enforced. Emergency exits shall be kept clear at all times.

6.2 With the exception of dogs assisting the disabled or as permitted by a Special Event Permit or other express authorization by County, animals are not allowed within the Community Center.

6.3 No persons under the age of 18 shall be present without adult supervision. For the purposes of this paragraph, adult supervision shall mean the presence of a sufficient number of adults so as to maintain continuous supervision and control over any minors present at the Event, but in no case shall there be less than one adult for every ten (10) minors.

6.4 There is no smoking inside the Community Center building or within 20 feet of any entrance, open window, or ventilation system.

6.5 Live music, amplified sound, and all other noise generated by the Event shall comply with the limits set forth in Mono County's noise ordinance (Mono County Code Chapter 10.16) and shall not constitute a nuisance to neighbors or others in the vicinity of the Community Center.

6.6 Firearms are not allowed in the Community Center unless carried by authorized security personnel or law enforcement officials.

6.7 All automobiles associated with the Event (e.g., invitees, vendors, etc.) shall be parked in Community Center parking areas, to the extent possible.

7. PROVISION OR SALE OF ALCOHOL

7.1 If alcohol is to be provided, served, sold, or otherwise present at the Event, then User shall provide insurance in accordance with the document entitled "Community Center Insurance and Alcohol Requirements" which is attached to this Agreement as Exhibit "C" and incorporated by this reference. User shall additionally comply with all permit and approval requirements set forth in Exhibit "C."

7.2 The presence of alcohol at an Event in violation of this Section or any failure to comply with the insurance/permit requirements set forth in Exhibit "C" may result in the immediate closure of the Event, the forfeiture of User's Deposit, the loss of future privileges to

utilize the facility, and/or the assessment of liquidated damages in accordance with paragraph 8 of this Agreement.

7.3 Under no circumstances shall alcohol be provided, served, made available, or sold to any person under the age of 21.

8. LIQUIDATED DAMAGES

8.1 User acknowledges that County has an interest in the orderly conduct of events at County-owned community centers and that County's willingness to make its community centers available for private events depends to a large degree on the conduct of users of those facilities. Specifically, User acknowledges that the commission by it of certain breaches of this Agreement, as described below, is likely to damage County's standing in the community, to diminish public support for the use of County's community centers, and require additional public outreach, planning, and administration on County's part. Because of the difficulty associated with valuing such damages, User agrees that the liquidated damages set forth below represent a reasonable estimate of the amount of said damages, considering all the circumstances, including the relationship of the sums to the range of harm to County that reasonably could be expected and anticipation that proof of actual damages would be costly or impossible.

8.2 In the event of any of the following breaches of this Agreement, liquidated damages in the amount of $100 per breach will be deducted from User's Deposit (or, if for any reason the Deposit is not available, charged to User in accordance with paragraph 4.3 of this Agreement):

a. Failure to comply with the requirement contained in paragraph 5.2 of this Agreement related to Community Center keys.
b. Failure to comply with the requirements contained in paragraphs 6.1 to 6.7, inclusive, of this Agreement related to use restrictions and occupancy limits.
c. Failure to comply with the requirements contained in paragraphs 7.1 or 7.2 of this Agreement and, by reference, with Exhibit "C" of this Agreement related to the provision or sale of alcohol and insurance requirements.

User hereby acknowledges and agrees that the imposition of liquidated damages in accordance with this section is reasonable and appropriate for the reasons described above and that such liquidated damages shall be deducted from User's Deposit or charged against User in the event of the occurrence of any of the breaches described in this section.

_____ (User initial here).]

9. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

If the Community Center is utilized by User for the provision of a service, class, or other purpose for which the User (or the individual or entity providing the service or class) is required by law to be licensed, certificated, or otherwise officially qualified or permitted, then the User (or other individual or entity providing the service or class) must obtain the relevant license, certificate, authorization, permit, or qualification prior to the date of the Event. And said license, certificate, authorization, permit, or qualification shall be maintained in full force and effect throughout the duration of the Event and shall be present and available for display and inspection at all times during the course of the Event. User understands and acknowledges that it is User's sole

responsibility to identify, secure, and maintain any license, certificate, authorization, permit, or other qualification required by law, or to ensure that the individual or entity providing the service or class pursuant to this Agreement for which the license, certificate, authorization, permit, or other authorization is required, has done so. Notwithstanding the foregoing, if there is any dispute or disagreement between County and User as to whether a particular license, certificate, permit, authorization, or other qualification is required, County reserves the right to make such determination for purposes of this Agreement and to deny User the use of the Community Center in the event that said license, certificate, or other permit or authorization is not obtained or is not in effect at the time of the Event.

10. SPECIAL EVENT PERMIT

A Special Events Permit may be required for Events at which it is anticipated that 50 or more individuals will attend, Events involving the sale of goods, Events at which alcohol will be present, and Events open to the general public. The Special Event Permit imposes additional rules and restrictions not set forth in this Agreement. A Special Events permit application package and related information may be obtained by contacting the Community Development Department at (760) 932-5432 or (760) 924-1800. If a Special Event Permit is required for the Event, then this Agreement must be submitted for approval at least forty five (45) calendar days prior to the date scheduled for the Event, unless a different deadline is established by the Community Development Department, and shall be of no force and effect unless and until the Special Event Permit has been issued.

11. TEMPORARY FOOD FACILITY PERMITS

Events open to the general public at which food is provided or sold, and all Events at which food is sold, require a temporary food facility permit from the Mono County Department of Environmental Health. Please contact the Department at least fourteen (14) calendar days prior to the date scheduled for the Event at (760) 924-1830 or (760) 932-5580. If a temporary food facility permit is required and has not been obtained by the date scheduled for the Event, then this agreement shall be cancelled and null and void and shall be of no force and effect.

12. DEFENSE AND INDEMNIFICATION

12.1 User shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from or in connection with the Event or this Agreement. User's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, damage or destruction to tangible or intangible property, including the loss of use. User's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs that are caused in whole or in part by any act or omission of User, its agents, employees, suppliers, guests, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

12.2 User's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of paragraph 12.1 is not limited to, or restricted by, the requirement in this Agreement that User procure and maintain a policy of insurance.

13. NONDISCRIMINATION

During the performance of this Agreement, User, its agents, guests, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person participating in the Event, because of race, religious creed, color, ancestry, national origin, physical disability, mental disability, medical condition, marital status, sex, age, gender, or sexual orientation.

14. ENTIRE AGREEMENT

This Agreement contains the entire agreement of County and User, and (with the exception of additional conditions potentially required pursuant to a Special Event Permit) no representations, inducements, promises, or agreements otherwise between them not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless executed in writing by County and User.

15. EXECUTION

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS _____ DAY OF _____, _____.

COUNTY OF MONO	**USER**
By: _____	By: _____
Dated: _____	Dated: _____

This Agreement is not to be executed by the County unless and until the section below has been fully completed. **This Agreement shall be of no force and effect and shall confer no rights, nor impose any obligations, upon either party unless and until the section below has been fully completed and initialed by County staff or its designee**.

/ / / / / / / / / /

/ / / / / / / / / /

/ / / / / / / / / / / / /

County Use Only:

Deposit (ref: ¶ 1 and Exhibit A)	$_____Paid
Fees (ref: ¶ 1 and Exhibit A)	$_____ Paid / Exempt (circle one)
Personal Liability/Property Damage insurance (ref: ¶ 7 and Exhibit C)	Obtained / N/A (circle one)
Permit to sell alcohol (ABC) (ref: ¶ 7 and Exhibit C)	Obtained / N/A (circle one)
Sheriff's approval for presence of alcohol (ref: ¶ 7 and Exhibit C)	Obtained / N/A (circle one)
Special Event Permit (ref: ¶ 10)	Obtained / N/A (circle one)
Temporary food facility permit (ref: ¶ 11)	Obtained / N/A (circle one)

_____ Initials of staff person completing this section

Exhibit "A"

COMMUNITY CENTER USE FEES AND DEPOSITS (CROWLEY LAKE)

USE	USE FEE*	Deposit w/o ALCOHOL	Deposit with ALCOHOL
With kitchen:	$200	$300	$500
Without kitchen:	$150	$300	$500
Nonprofit, schools, or government entities meeting criteria set forth in Resolution R09-08	None	$300	$500

*Use fees are per Event. If an Event is regularly-scheduled (repetitive), then the Event shall consist of each scheduled session within a twelve week period.

Exhibit "B"

COMMUNITY CENTER CLOSING CHECKLIST (CROWLEY LAKE)

Prior to leaving the building, User shall complete the following checklist for those tasks that are applicable to the Community Center where the Event was held and to the type of Event held.

TASKS FOR ALL EVENTS:

- ☐ All decorations have been removed from the walls, ceiling, floor, etc.
- ☐ All trash has been removed from the floors and counters throughout the building.
- ☐ Trash has been removed from trash cans and taken to the dumpster provided outside.
- ☐ Chairs and tables have been stacked and put away in their proper storage locations.
- ☐ All toilets and urinals have been flushed, sinks wiped down, and trash removed from all restrooms.
- ☐ All lights have been turned off, including the front exterior lights.
- ☐ All windows and doors have been shut and locked.

ADDITIONAL TASKS FOR EVENTS THAT INCLUDE FOOD & BEVERAGES:

- ☐ Floors in foyer and meeting room have been swept with a dust broom. (**DO NOT MOP FLOORS**. If there is a spill on the floor, wipe with damp towel or sponge and dry immediately.)
- ☐ Chairs and tables have been cleaned off and wiped down prior to properly storing.
- ☐ All countertops have been cleaned off and wiped down.
- ☐ The kitchen sink has been emptied, cleaned, and wiped down.
- ☐ The dishwasher has been cycled and emptied.
- ☐ Dishes, cups, and utensils have been washed and properly stored (where applicable).
- ☐ The stove top has been cleaned off and wiped down.
- ☐ The refrigerator has been cleaned and emptied.

I hereby certify that the above tasks have been completed.

_____

Printed name of User or, if User is an entity, of authorized representative

_____

Signature date

Please report any damage or problems to the Department of Public Works at (760) 932-5440.

Exhibit "C"

COMMUNITY CENTER INSURANCE AND ALCOHOL REQUIREMENTS

1. Insurance

If alcohol is to be provided, served, sold, or otherwise present at an Event, then User must obtain Host Liquor Liability Insurance in the amount of one million dollars ($1,000,000) per Event, with the County of Mono named as an additional insured. The coverage must be in a form acceptable to, and approved by, County Risk Management.

Listed below are some options that are available regarding securing the required insurance:

Home Owner's Insurance

Some insurance companies will provide a one day Special Event Liquor Liability rider to your Home Owners or Renters policy. The County of Mono must be named as an additional insured. Contact your local agent for information.

County Risk Management

Special Event Liability Insurance can be purchased from The County of Mono Risk Management Department. The costs vary depending on the event, number of people in attendance and number of days. Please contact Rita Sherman, Deputy CAO/Risk Management at 760-932-5415 at least fourteen (14) days prior to the event for information, an application or a quote.

Caterer's Insurance

If a caterer is supplying alcohol for your Event, then they must provide the County with a certificate of insurance naming the County of Mono as additional insured. Check with your caterer to see if they carry host or statutory liquor insurance.

Proof of insurance must be provided to the County of Mono at least seven (7) days before your event

2. Permits and approvals

If admission is charged for an Event at which alcohol will be present, or if alcohol will be sold at the Event, then User must also obtain the following permits or approvals and maintain them in force throughout the duration of the event:

a. Permit from Alcoholic Beverage Control (Bakersfield, California)
b. Mono County Sheriff's Department Approval...760-932-5279
c. Mono County Community Development Department Approval...760-932-5432