

# Facility Rental Agreement

## Humane Society Silicon Valley



This Agreement is entered into between \_\_\_\_\_, [state of entity formation], [type of entity] ("Lessee"), and the Humane Society Silicon Valley ("HSSV") as of the date last set forth below. HSSV is a nonprofit 501(c)(3) organization. HSSV intends to rent specific rooms on a periodic basis, on the terms and conditions set forth herein, to further its Mission by drawing visitors and potential customers and adopters to the HSSV Animal Community Center (the "Center") to foster greater utilization of its services and to inspire members of the public to support the mission work of the organization.

1. HSSV agrees to rent certain rooms or areas of the Center (the "Facility") based upon availability and provide certain services to Lessee as specified below. ***HSSV is under no obligation through this agreement to assist Lessee with their Marketing or Social Media activities.***

Education Center Classroom A (which includes use of tables, chairs, as well as kitchen facilities) for \$400 for each 4 hour block, or portion thereof. Maximum capacity = 41 people, and animals are allowed in this room.

Education Center Classroom B (which includes use of tables, chairs, as well as kitchen facilities) for \$400 for each 4 hour block, or portion thereof. Maximum capacity = 41 people, and animals are allowed in this room.

Community Room (which includes tables and chairs). Animals *are* allowed in this room. \$400 for each 4 hour block, or portion thereof. Maximum capacity = 104 people.

Board Room (which includes tables and chairs for up to 20 attendees. Animals *are not* allowed in this room. \$200 for each 4 hour block, or portion thereof.

Exercise pens (adjacent to Dog Park). \$100 each for a 4 hour block, or portion thereof.

All Public Areas of the Animal Community Center, including the Education Center and Community rooms: \$ \_\_\_\_\_

***Supplemental Items:***

\_\_\_ Wireless Internet Access: \$0 with completion of the IT User Agreement

\_\_\_ Audio Visual Equipment: \$100

\_\_\_ Furniture removal/movement by HSSV\*: \$50 per hour/\$50 minimum

\_\_\_ Use of HSSV Volunteers: \$50 per hour per volunteer

\_\_\_ Presence of alcohol: 25% of Facility rental fee

***\*Lessee is otherwise responsible for all set up, furniture movement from its original configuration for the room, and management of their vendors/caterers, as well as clean up.***

2. Rental Date(s): \_\_\_\_\_

3. Time the Facility will be needed by Lessee (to include set up and take down time): \_\_\_\_\_ to \_\_\_\_\_.
4. A \$50 non-refundable deposit is due upon execution of this Agreement to hold the date requested (check made out to Humane Society Silicon Valley or Credit Card). Dates cannot be held without the deposit.
5. The balance of (\$\_\_\_\_\_.\_\_) of the Facility rental fee shall be due no less than 7 days prior to the rental date of (\_\_\_\_\_, 201\_\_) (check made out to Humane Society Silicon Valley or Credit Card).
6. Purpose of Rental: \_\_\_\_\_
7. Lessee is responsible for setting up the Facility and leaving the Facility in the same condition in which they received the Facility. Tape, nails, pins or other such objects shall not be used on or in the walls or the flooring. Only the actual Facility rented may be used by Lessee for their event (unless other arrangements have been made), although attendees may be in the public areas of the Animal Community Center during normal business hours. Children and personal pets must be supervised at all times. Lessee agrees that they will be responsible for any damage caused by Lessee, its officers, agents, employees, invitees, representatives, and/or guests.
8. HSSV is a smoke and tobacco free campus and usage is strictly prohibited on our premises.
9. Lessee shall not use, or permit on the premises, anything that may be dangerous to life or limb. Lessee, its officers, agents, employees, invitees, representatives, and/or guests, as well as any other persons that may enter, shall not deface or injure the Facility, the Animal Community Center or any part thereof, or do anything or permit anything to be done on the premises which shall create a nuisance or which shall injure the reputation of HSSV. Lessee shall observe all rules, regulations, codes, and ordinances established by the State of California. Lessee shall also observe all "house rules" which shall be provided to Lessee or which shall be posted in the Facility. ***HSSV reserves the right to have a management representative(s) and volunteers present at all times the room(s) is in use by Lessee.***
10. In the event that Lessee has elected to have alcohol present during the Facility rental, Lessee hereby agrees to comply with California Business and Professions Code §23399.1 or shall provide proof of appropriate California Department of Alcoholic Beverage Control license prior to the rental date. Lessee shall be subject to the additional charge set forth herein for the presence of alcohol.
11. In the event that Lessee elects to have a raffle, Lessee is responsible for obtaining the necessary raffle registration from the State of California Attorney General's office and providing a copy to HSSV prior to their event. Lessee agrees to conduct the raffle according to the State of California laws and regulations and to file the required post-affle report for the event prior to the deadlines established by the State of California Attorney General's office.
12. This Agreement may be cancelled ***up to*** 7 days prior to the rental date without penalty (although the \$50 deposit is non-refundable).
13. Lessee will release, defend, hold harmless and indemnify HSSV and its officers, directors, employees, and agents from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorney's fees and expenses) imposed upon or

incurred by or asserted against HSSV by reason of (a) Lessee's entry onto or use of the Facility, the Animal Community Center or any part thereof, or any license, privilege, activity or service pertaining thereto; (b) any accident, injury to or death of persons or loss of or damage to property occurring on or about the Facility, the Animal Community Center or any part thereof, resulting from any act or omission of Lessee or its employees, agents, representatives, guests or invitees; or (c) any failure on the part of Lessee or its employees, agents, representatives, guests or invitees to perform or comply with any of the terms of this Agreement.

- 14. As a condition to rent the Facility, Lessee shall provide proof of insurance and maintain insurance to a minimum liability limit of One Million Dollars (\$1,000,000.00) per occurrence, covering bodily injury, personal injury resulting therefrom, and property damage 24 hours prior to the rental date (\_\_\_\_\_, 201\_\_). Lessee agrees to name HSSV, its officers, directors, employees and agents as additional insured.
- 15. Should Lessee bring personal pets on site, Lessee will ensure that all animals have had necessary and current vaccinations.

AGREED:

LESSEE

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

By: \_\_\_\_\_  
Its:

HUMANE SOCIETY SILICON VALLEY

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

By: \_\_\_\_\_  
Its:

Humane Society Silicon Valley  
901 Ames Ave.  
Milpitas, CA, 95035  
408-262-2133, X189  
408-262-2131 (fax)