

# Facility Rental Agreement

## Humane Society Silicon Valley



This Agreement is entered into by and between \_\_\_\_\_, [state of entity formation], [type of entity] (“Licensee”), and the Humane Society Silicon Valley (“HSSV”) a nonprofit 501(c)(3) organization, as of the date set forth below (this “Agreement”). HSSV intends to rent specific rooms at the Humane Society Silicon Valley Animal Community Center located at 901 Ames Avenue, Milpitas, CA 95035 (the “Center”) on a periodic basis, on the terms and conditions set forth herein.

1. HSSV agrees to rent certain rooms or areas of the Center as more particularly described below (the “Facility”) based upon availability and to provide certain services to Licensee as specified below. ***HSSV is under no obligation through this Agreement to assist Licensee with their marketing or social media activities.***

“Education Center” (which includes use of tables, chairs, as well as kitchen facilities) for \$200 for first 2 hours, or portion thereof, \$100 for each additional hour after, with a maximum of 8 hours. Maximum capacity = 83 people, and animals are allowed in this room.

“Community Room” (which includes tables and chairs). Animals *are* allowed in this room. \$200 for first 2 hours, or portion thereof, \$100 for each additional hour after, with a maximum of 8 hours. 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 the dog park). \$100 each for a 4 hour block, or portion thereof.

“All Public Areas of the 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

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

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

2. Rental Date(s): \_\_\_\_\_. On such date(s), Licensee shall only have access to the Facility during Business Hours.

Business Hours

Monday – Saturday: 10AM – 7PM

3. Time the Facility will be needed by Licensee (to include set up and take down time): \_\_\_\_\_ to \_\_\_\_\_.
4. A 50% deposit (\$\_\_\_\_\_.\_\_\_\_) is due upon execution of this Agreement to hold the date requested (by check made out to Humane Society Silicon Valley or by Credit Card). Dates cannot be held without the deposit. A cancellation *less than 14 days* prior to the Rental Date(s) will result in HSSV retaining this deposit as liquidated damages. The parties agree that it would be impracticable and extremely difficult to ascertain the actual damages suffered by HSSV as a result of Licensee's failure to timely cancel its reservation of the Facility as required in this Section 4, and that under the circumstances existing as of the date of this Agreement, the liquidated damages provided for in this Section represent a reasonable estimate of the damages which HSSV will incur as a result of such failure pursuant to California Civil Code Section 1671, provided, however that this provision shall not waive or affect HSSV's rights or Licensee's indemnity obligations under this Agreement. Further, Licensee acknowledges that HSSV may not be able to guarantee reservations of a subsequent date even if a cancellation occurs 14 or more days prior to the rental date.
5. A security deposit equal to 50% (\$\_\_\_\_\_.\_\_\_\_) of the Facility rental fee shall be due 24 hours prior to the rental date (\_\_\_\_\_, 201\_\_) (by check made out to Humane Society Silicon Valley or by Credit Card). Upon satisfactory inspection by HSSV of the Facility and the Center, the security deposit or so much thereof as has not been applied in accordance with this Section shall be returned to Licensee. The security deposit will and may be used to repair any damage to the Facility, the Center or for any additional cleaning or maintenance required.
6. The full outstanding balance of the rental: \$\_\_\_\_\_. The full outstanding balance of the rental shall be paid in full at least 24 hours prior to the rental date (\_\_\_\_\_, 201\_\_) by check made out to Humane Society Silicon Valley or by Credit Card.
7. Purpose of Rental: \_\_\_\_\_
8. Licensee is responsible for setting up the Facility for its use 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 Licensee for their event (unless other arrangements have been made with HSSV), although attendees may be in the public areas of the Center during normal business hours as designated by HSSV. Children, personal pets and other animals must be supervised at all times. Licensee agrees that they will be responsible for any damage caused by Licensee, its officers, agents, employees, invitees, representatives, and/or guests. The security deposit will be applied to any and all costs or expenses incurred by HSSV to repair any damage to the Facility or the Center.
9. The Center is a smoke and tobacco free campus and usage of such products and paraphernalia of is strictly prohibited on our premises and at the Center.
10. Licensee shall not use, or permit on or about the Center, anything that may be dangerous to life or limb. Licensee, its officers, agents, employees, invitees, representatives, and/or guests, as well as any other persons that may enter the Center, shall not deface or injure the Facility, the 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. Licensee shall observe all rules, regulations, codes, and ordinances established by the State of California or otherwise by applicable law. Licensee shall also observe all “house rules” which shall be provided to Licensee or which shall be posted in the Facility by HSSV. ***HSSV reserves the right to have a management representatives and/or volunteers present at all times the room(s) in use by Licensee.***

11. Licensee understands that renting at room at the Center may require it or others to come in contact with animals, and that there are risks associated with these activities, including but not limited to dog or cat bites and/or scratches; Licensee knowingly assumes such risks for itself and its employees, agents, contractors, invitees and guests.
12. In the event that Licensee has elected to have alcohol present during the Facility rental, Licensee 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. Licensee shall be subject to the additional charge set forth herein for the presence of alcohol.
13. In the event that Licensee elects to have a raffle, Licensee 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. Licensee 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.
14. This Agreement may be cancelled ***up to*** 14 days prior to the rental date without penalty.
15. Licensee will release, defend, protect, hold harmless and indemnify HSSV and its officers, directors, employees, contractors, licensees and agents from and against all liabilities, obligations, claims, damages, penalties, causes of action, losses, 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) Licensee’s entry onto or use of the Facility, the 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 Center or any part thereof, (i) resulting from any act or omission of Licensee or its employees, agents, representatives, guests or invitees or (ii) from personal pets or other animals brought to the Facility or Center by or for the benefit of Licensee, its employees, agents, representatives, guests or invitees; (c) the negligence or willful misconduct of Licensee or its agents, employees or contractors; or (d) any failure on the part of Licensee or its employees, agents, representatives, guests or invitees to perform or comply with any of the terms of this Agreement or violation of the terms of this Agreement. The foregoing release and indemnification shall survive the termination of this Agreement.
16. Should Licensee bring personal pets or other animals on site, Licensee will ensure that all such animals have had necessary and current vaccinations and are approved in advance by HSSV. Licensee shall not bring or permit any animals to be brought to the Center without the express written consent of HSSV.
17. Licensee is responsible for managing their caterer and hired personnel. For snacks and packaged items, Licensee agrees to give a “first right of refusal” to the HSSV Whole Pet Store as a provider of catered pre-packaged food items.

**ACCEPTED AND AGREED:**

**LICENSEE**

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)