



# HALL ASSOCIATION USE AND EVENT AGREEMENT

\_\_\_\_\_ ("**Hall Association**") agrees to permit the Licensee named below to use the **Premises**, defined below, on a nonexclusive basis, subject to the terms and conditions as outlined below.

## 1. Licensee:

If an Individual Licensee

Name: \_\_\_\_\_

CA Driver's License No.: \_\_\_\_\_

(Or other government-issued identification)

If an Entity Licensee

Entity Name: \_\_\_\_\_

Authorized Representative Name: \_\_\_\_\_

California Corporation:    Yes    No

If not a California corporation, describe: \_\_\_\_\_

## 2. Premises

This use agreement pertains to the particular portion of the grounds and facilities located at:

\_\_\_\_\_ (the "**Hall Property**").

*[Hall Address]*

Facilities to be used (check all that apply):

Lodge Room

Dining Room

Kitchen

Office Space

Parking (Describe: \_\_\_\_\_)

Storage (Describe: \_\_\_\_\_)

Other (Describe: \_\_\_\_\_)

**3. Event:**

Licensee will use the Premises only for the purpose of:

*(Describe event/specify food & beverage below.)*

Event Date: \_\_\_\_\_ Time: \_\_\_\_\_ to \_\_\_\_\_ (“Event Time”)

*(Include a.m./p.m. Times above include set up, tear down, and clean up.)*

Maximum Number of Attendees: \_\_\_\_\_

*(This number cannot exceed the Hall Property’s capacity.)*

Requirements:

The following requirements are provided by and at the sole expense of the Licensee. The Hall Association reserves the right to approve any and all of the Licensee’s personnel (including food and beverage providers).

Required personnel for safety and security:

Other:

Alcohol:      will be served                      will not be served

***If alcoholic beverages are to be served, the Licensee will, in addition to hiring the necessary/required security personnel, ensure that it (or its caterer) has the applicable license and that all alcoholic beverages are served and consumed in accordance with the California State Alcohol Beverage Control laws.***

#### 4. Fee and Payment Terms:

Security Deposit:     \$ \_\_\_\_\_ (Due Upon Signing)  
Event Fee:            \$ \_\_\_\_\_ (Due \_\_\_\_\_ Business Days Prior to Event Date)  
Other Fees:           \$ \_\_\_\_\_ (Due \_\_\_\_\_ Business Days Prior to Event Date)

Total due upon completion of the agreement:     \$ \_\_\_\_\_.

*See further payment and cancellation terms below.*

#### 5. Insurance:

The Licensee is responsible for all costs of insurance. In order for the Hall Association to reserve the Premises for the Licensee, the Licensee shall provide to the Hall Association a Certificate of Insurance, in a form and with such insurer(s) as is acceptable to the Hall Association, naming the Hall Association as an additional insured, waiving subrogation against the Hall Association as permitted by law, and certifying that the following coverages and minimum limits will be in effect during the Event Time.

- a. *General Liability Insurance: With limits of at least \$1 million per occurrence, including not limited to claims for personal injury and property damage.*
- b. *Worker's Compensation Insurance: In compliance with all statutory requirements.*
- c. *Business Auto Liability (if applicable): Of at least \$1 million combined single limit.*
- d. *Liquor License: If alcoholic beverages are served, liquor liability coverage of at least \$1 million.*

#### 6. Other Terms and Conditions:

(a) *Payment/Reservation of Premises/Non-Exclusive License.*

Upon the Hall Association's receipt of (i) the Security Deposit, (ii) the Certificate of Insurance described in Section 5, (iii) any bonds, permits, licenses or certificates required for the Event, and (iv) this Agreement signed by both parties, the Hall Association will hold the Premises in reserve for the Licensee for the Event Time. Upon the Hall Association's further receipt from the Licensee of all fees due prior to the Event, the Hall Association grants permission to the Licensee to use, during the Event Time, the Premises on the terms and conditions of this Agreement. This grant of permission constitutes a nonexclusive license, and nothing in this Agreement shall be deemed to give the Licensee an interest in the Premises other than a nonexclusive license.

(b) *Use.*

The Licensee shall use the Premises: (i) for the agreed upon purpose described in Section 3 and for no other purpose; (ii) only in accordance with all applicable laws (including but not limited to the Americans with Disabilities Act, fires codes, food and beverage requirements, liquor laws, and noise ordinances) and the Hall Association rules and regulations (a copy of which has been provided to the Licensee); and (iii) in a manner that does not create damages, waste, or a nuisance to the Premises or to the Hall Property, or disturb occupants or cause damage to neighboring premises or properties. The Licensee does not have the right to use Hall Association trademarks, copyrights, or branding without the Hall Association's prior written approval. Events in which minors will be present must have sufficient adult chaperones present. All minors will be supervised by adults at all times. No minors shall be allowed to enter the kitchen or service areas. Smoking is not permitted on the Premises or in the Hall Property.

*(c) Equipment/Condition of the Premises.*

The Licensee is responsible for all equipment that it, its personnel, vendors, and participants bring to the Premises, and shall ensure that such equipment is used safely. The Licensee shall not permit any third party to injure or deface the Premises, to drive or permit to be driven, any nails, hooks, tacks, staples, or screws in any part of the Premises, or to make any alterations of any kind to the Premises. Any of the Licensee's property remaining at the Premises after the Event are deemed surrendered and abandoned to the Hall Association, and the Hall Association will dispose of such property at its discretion.

*(d) Termination Prior to Event Time.*

If the Licensee cancels this Agreement at least 30 days prior to the Event Date by written notice to the Hall Association, the Hall Association shall return the Security Deposit paid less any costs incurred by the Hall Association in anticipation of the event. In the event that the Licensee cancels this Agreement within 30 days of the Event Date, the Hall Association may retain the Security Deposit (and any other fees paid) as liquidated damages and not a penalty. The Licensee will also pay the Hall Association upon receipt of a written demand for all other reasonable costs, expenses, and damages incurred by the Hall Association as a result of such cancellation.

*(e) Vacation of Premises by Licensee; Immediate Termination.*

At any time, for any reason or no reason, the Hall Association, without liability for damages, indictment, or prosecution may require the Licensee or any of its personnel or participants to leave the Premises immediately and surrender its right of use hereunder, or may otherwise provide some security or impose other measures (including forcible removal of persons or property). In addition, the Hall Association may terminate this Agreement effective upon the date stated in the written notice to the Licensee if: (i) the Licensee fails to timely provide written evidence of insurance and all required bonds, permits, and/or licenses; (ii) the Licensee fails to timely pay any amounts due hereunder, or otherwise defaults hereunder; or (iii) the Licensee voluntarily or involuntarily files for bankruptcy, makes a general assignment for the benefit of creditors, has a receiver appointed, or is otherwise insolvent. In the event of termination of this Agreement by the Hall Association, the Hall Association may retain the Security Deposit (and any other fees paid) and the Licensee will pay all damages incurred by the Hall Association, included but not limited to, attorneys' fees and costs to recover amounts due. Sections 6 (f), (g) and (i) shall survive the termination of this Agreement.

*(f) Disclaimer; Release; Limitation of Liability.*

The Licensee acknowledges and agrees that it is accepting the Premises in ON A NONEXCLUSIVE, AS-IS, WHERE-IS BASIS, WITHOUT ANY WARRANTIES, AS TO FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY AND AGREES TO ASSUME ALL RISKS OF USE OF THE FACILITIES AND PREMISES INCLUDING, BUT NOT LIMITED TO, WEATHER CONDITIONS, ACCESS, LOSS, DAMAGE, OR THEFT, HOWEVER CAUSED. The Licensee hereby releases the Hall Association and its officers, trustees, members, employees, contractors, and agents (collectively, "Hall Personnel") from, and agrees it will not assert, any and all claims against the Hall Association and Hall Association Personnel as a result of such loss or damages. THE HALL ASSOCIATION AND HALL ASSOCIATION PERSONNEL ARE NOT LIABLE TO THE LICENSEE, ITS PERSONNEL, AND/OR PARTICIPANTS FOR ANY DAMAGES OF ANY KIND TO ANY PERSON OR PROPERTY, DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL (INCLUDING BUT NOT LIMITED TO LOST PROFITS, COVER, LOSS OF USE, ACCESS, OR FAILURE TO REALIZE BENEFITS), WHETHER OR NOT FORESEEABLE.

*(g) Reimbursement/Indemnification.*

The Licensee shall reimburse the Hall Association (first by the Hall Association's retention of a portion or all of the Security Deposit and if necessary thereafter through additional payments to the Hall Association), upon demand, for all costs, expenses, and damages the Hall Association incurs as a result

of this Agreement, including any damages caused to the Premises, the Hall Property, hall facilities, other property, Hall Personnel, or any other person(s). The Licensee shall indemnify, hold harmless, and defend the Hall Association and Hall Personnel, from and against any and all claims, damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses, and/or liabilities, including but not limited to injury to or death of person(s) or damage to any property arising out of, or in connection with, the use of the Premises by the Licensee or any of its personnel, participants, agents, or representatives.

*(h) No Transfer or Assignment.*

This agreement is limited to the Licensee. Any attempt to transfer or assign this Agreement shall invalidate and terminate the Agreement immediately.

*(i) Surrender; Condition of Premise.*

As liquidated damages and not as a penalty, the Licensee shall pay the Hall Association \$500.00 per hour for each additional hour beyond the end of the Event Time for holding over. Upon termination of this Agreement, whether by forfeiture, lapse of time, or otherwise, or upon the termination of Licensee's right to use the Premises, the Licensee will at once surrender and deliver up the Premises to the Hall Association, broom clean, in good order. "Broom clean" means free from all debris, dirt, rubbish, personal property of Licensee, oil, grease, tire tracks, or other substances, inside and outside of the Premises.

*(j) Force Majeure.*

Neither party will be liable for performance delays or non-performance due to causes beyond reasonable control.

*(k) Notice.*

All notices required under or regarding this Agreement will be in writing and will be sent to the signatory of the party at the address set out below.

*(l) Non-Waiver; Severability; Integration; Amendment; Authority.*

Neither party's failure to exercise any of its rights under this Agreement will constitute a waiver or forfeiture of those rights. If any term or provision of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of the Agreement will not be affected. This Agreement contains all of the agreements of the parties with respect to any matter mentioned herein, and no prior agreement or understanding pertaining to such matter shall be effective. The terms of this Agreement may not be changed except by an amendment signed by an authorized representative of each party. The Licensee acknowledges and agrees that it is authorized to sign this Agreement and bind the Licensee and execution of this Agreement does not conflict with any other obligations or restriction affecting the Licensee.

*(m) Jurisdiction; Venue.*

This agreement is made under and will be construed in accordance with the laws of California without giving effect to that state's choice of law rules. The venue lies exclusively in the state and federal courts located in  County (*insert applicable county*), California.

(n) *No Joint Venture.*

Nothing in this Agreement is intended to nor shall be deemed to establish the parties hereto as partners, coventurers, or principal and agent with one another.

**7. Confirmation of Hall Association Use and Event Agreement**

IN WITNESS WHEREOF, the parties executed this Agreement on \_\_\_\_\_ (day) of \_\_\_\_\_ (month), 20\_\_\_\_ (year).

By: \_\_\_\_\_  
(Authorized Signature)

By:   
(Authorized Signature)

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address for Notice: \_\_\_\_\_

Address for Notice: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

*Event Day Emergency Contact Information  
(If other than above telephone number and email):*

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_