

Facility Usage Agreement

This Exhibit A further explains the agreement between {Renter Organization/Name}, herein referred to as "RENTER," and The MAIN, a City of Santa Clarita facility, herein referred to as "CITY."

1. GENERAL PROVISIONS

- 1.1 Scope of Agreement - This agreement outlines the terms and conditions for RENTER's use of The MAIN. All agreements are subject to the sole approval and allocation of the CITY.
- 1.2 Non-Transferability - Approved agreements may not be transferred, assigned, or sublet by RENTER.
- 1.3 Compliance with Laws and Policies - All individuals and groups using CITY facilities must comply with all applicable City, County, State, and Federal laws, as well as established Economic Development Department policies, regulations, and use procedures. Failure to abide by these laws or policies shall result in the immediate termination of the agreement and forfeiture of all fees and deposits.
- 1.4 Termination of Agreement - The CITY reserves the right to terminate an agreement application based on, but not limited to, the following reasons:
 - 1.4.1 The facility is incapable of accommodating the proposed show or the number of people involved.
 - 1.4.2 The RENTER has failed to comply with any required conditions for the show or facility usage policies, procedures, and/or regulations.
 - 1.4.3 The nature of the proposed show may endanger participants, the facility, equipment, or staff.
 - 1.4.4 Violation of any terms or conditions outlined in this agreement.
 - 1.4.5 Misrepresentation of information by RENTER on the application or during the rental process.
 - 1.4.6 Any other substantive reason(s) deemed necessary by the CITY.
- 1.5 Facility Occupancy - The maximum occupancy for The MAIN seating area of the facility is 81 people and must be adhered to at all times. Exceeding occupancy limits may result in immediate termination of the agreement and/or forfeiture of the security deposit.
- 1.6 Facility Condition and Damages - Changes, alterations, or defacement of the facility, its furnishings, or equipment are strictly prohibited. Any person or group causing damage to CITY property or equipment will be required to pay the current cost of repair (including labor) or replacement to restore items to their original condition. Until full payment for damage is received, the CITY reserves the right to deny future applications without cause.

I have read and acknowledge the Section 1 pertaining to General Provisions _____

2 RENTER RESPONSIBILITIES

- 2.1 Event Management and Presence – RENTER’s designated representative must be in attendance throughout its entire duration. RENTER is responsible for verifying that all conditions outlined in this Exhibit A are met and acceptable at the conclusion of the event, including cleanup.
- 2.2 Supervision of Minors - Groups including minors must be supervised by a minimum of one (1) adult for every twenty-five (25) minors at all times while using any CITY facility.
- 2.3 Required Permits - For events open to the public that offer food or items for sale, a current Seller’s Permit and/or Los Angeles County Health Permit is required. Proof of all necessary permit(s) must be provided to the CITY at least two (2) weeks prior to the rental date.
- 2.4 Advertising and Promotional Materials - Advertising materials, flyers, or other promotional content must be approved by the CITY prior to distribution or publication.
- 2.5 Personal Tools and Equipment - RENTER is responsible for providing all of its own tools and equipment necessary for RENTER needs.
- 2.6 Conduct - RENTER is expected to treat the facility and CITY staff with respect.
- 2.7 Attire - Proper attire is required at all times within The MAIN, as it is a public venue.
- 2.8 Dressing Room and Stage Maintenance - RENTER is expected to keep the dressing room and stage clean and presentable, storing all equipment and supplies in approved locations when not in use. Following the rental date and time, RENTER is expected to return the stage and dressing room to their original condition.
- 2.9 Stage Protection – No drilling, hammering, nailing, screwing, or other actions that may damage, alter, or penetrate the stage are permitted.
- 2.10 Post-Event Walk-Through - At the end of strike, CITY staff and RENTER will conduct a walk-through of the space to confirm everything is in order. RENTER is responsible for rectifying any issues found during the walk-through.

I have read and acknowledge the Section 2 pertaining to Renter Responsibilities _____

3 FEES & CHARGES

- 3.1 Additional Costs and Non-Compliance- RENTER shall be financially responsible for any additional costs incurred by CITY as a result of RENTER’s failure to comply with this Agreement, City policies, or facility rules. Such costs may include, but are not limited to, additional staffing, overtime, cleaning, repairs, or replacement of damaged property. CITY may deduct such costs from RENTER’s final payment or security deposit, if applicable, or invoice RENTER directly at CITY’s established rates.

I have read and acknowledge the Section 3 pertaining to Fees & Charges _____

4 INSURANCE & LIABILITY

4.1 Lost or Stolen Items - The CITY is not liable for lost or stolen items.

4.2 Delivered/Left Items - The CITY is not liable for any items delivered before or left after an event.

4.3 RENTERS are required to have a Certificate of Insurance and Additional Insured Endorsement from a reputable insurance agent. The City of Santa Clarita, its officers, employees, and volunteers must be listed as additionally insured. Certificate Holder address must read as follows; City of Santa Clarita, 23920 Valencia Blvd, Santa Clarita, CA 91355.

4.3.1 Required:

4.3.1.1 General liability Insurance. RENTER shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

4.3.1.2 Liquor Liability Insurance. If RENTER intends to serve and/or sell alcohol as part of the rental, they shall maintain full liquor liability insurance coverage in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate.

4.3.1.3 If RENTER will be bringing any vendors or third-party contractors/subcontractors on site (ex. DJs, bands, caterers, performers, etc.), Applicant accepts full responsibility for their actions and will indemnify the City as stated in Section L of this agreement. If applicant contracts with a third-party service provider, applicant will require the service provider to procure and maintain at its sole cost and expense comprehensive general liability insurance in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, and if applicable, liquor liability coverage in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, or other lines of coverage AGENCY requires. The applicant shall be endorsed as additional insured.

4.3.2 The City reserves the right to require additional lines of insurance, such as:

4.3.2.1 Automobile Liability Insurance. Applicant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the applicant arising out of or in connection with the facility use, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

4.3.2.2 Workers' Compensation Insurance. Applicant shall maintain workers' compensation insurance (statutory limits) and employer's liability insurance (with limits of at least \$1,000,000). Applicant shall submit to the City, along with the certificate of insurance, a waiver of subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.

- 4.3.3 Certificate of Insurance and Additional Insured Endorsement are due at least 2 weeks prior to event date. All necessary insurance documents must be approved by Arts and Events staff unless otherwise approved by the City Risk Manager. If elements of the insurance are missing the City reserves the right to cancel or suspend the reservation.
- 4.3.4 In accordance with Section 7 of this agreement, all individuals, groups, and organizations shall agree to hold the City of Santa Clarita, its elective and appointed boards, commissions, officers, agents, employees, and volunteers harmless from any liability for damages and claims for personal injury including death, as well as from claims for property damage which might arise from the use of City facilities and/or furnishings.
- 4.3.5 Some events, applicants may be required to obtain additional permits with the LA County Fire Inspectors Office and/or LA County Health Department.
- 4.3.6 Please contact Arts and Events staff regarding insurance resources if needed.

I have read and acknowledge the Section 4 pertaining to Insurance & Indemnity _____

5 FACILITY SETUP / CLEANUP

- 5.1 Setup and Cleanup Responsibilities - RENTER is solely responsible for all setup and cleanup.
 - 5.1.1 This includes returning the facility to its original condition, cleaning, removing all decorations, and properly disposing of all trash in designated receptacles on the last date of this agreement.
 - 5.1.2 Any painting or alterations to the facility must be restored to the original condition upon completion of use.
- 5.2 Furniture and Equipment Restrictions - Furniture designated for specific rooms/facilities may not be removed or relocated to another room or facility. Moving, rearranging, altering, or removing any CITY equipment is strictly prohibited.
- 5.3 Post-Activity Removal - RENTER's property, supplies, trash, and equipment (including flooring and props) must be removed from the facility.
- 5.4 Materials and Approval - Decorations and props are permitted provided they are made of flame-resistant materials and must be approved by the CITY prior to the event date. RENTER must remove all props and set pieces following the contracted dates unless otherwise coordinated with CITY.
- 5.5 Prohibited Items - Open flames of any kind (e.g., candles, barbecues, fireworks) are strictly prohibited. The use of fog/smoke machines, bubbles, rice, confetti, glitter, birdseed, or other granular substances is also strictly prohibited. Exceptions could be made with written consent from CITY.
- 5.6 Post-Activity Removal - All decorations and props must be removed from the facility following the run of the show. RENTER is responsible for any damage resulting from the use or removal of decorations and props.

I have read and acknowledge the Section 5 pertaining to Facility Setup/Cleanup _____

6 TECHNICAL / EQUIPMENT

- 6.1 Sound Systems (Bands/DJs) - Bands, Disc Jockeys, and/or RENTER may supply their own sound system, microphones, cables (which must be secured with gaffer tape), etc. The facility has a limited amount of such equipment available.
- 6.2 Electrical Cords - RENTER must supply any needed electrical cords. Electrical cords must be of high quality and free of defects. All exposed cords must be covered with a mat or gaffers' tape for safety.
- 6.3 Technical Capabilities - RENTER has access to all technical capabilities onsite. Approved crew members have access to the light board and sound board. RENTER must supply their own device to play sound effects and music.
- 6.4 Lighting - RENTER cannot alter the existing "REP plot" (repertory light plot), but can use additional lights to supplement it. Any additional lights must be removed at the conclusion of the show. All lights, including the REP plot, must be returned to their original focus.

I have read and acknowledge the Section 6 pertaining to Technical/Equipment _____

7 ALCOHOL SERVICE

- 7.1 Designated Provider - Santa Clarita Shakespeare Festival (SCSF), a 501(c)(3) nonprofit, holds the permanent liquor license for The MAIN. RENTER must use SCSF for all bar service and sales.
- 7.2 Right to Refuse Service - SCSF reserves the right to refuse service to any person or to discontinue services if deemed necessary.
- 7.3 Approved Areas for Consumption - Alcohol may only be served and consumed within the confines of the facility.
- 7.4 No Self-Service - Self-service of alcohol is strictly prohibited.
- 7.5 Minors and Alcohol - Service of alcoholic beverages to minors is strictly prohibited. Service of alcoholic beverages will not be permitted at any event where 50% or more of the attendees are minors.
- 7.6 Service Hours - Alcohol service is limited to 2 hours prior to the event and will cease 1 hour prior to the end of the event.

I have read and acknowledge the Section 7 pertaining to Alcohol Service _____

8 WAIVER

- 8.1 RENTER hereby certify that I have read and will abide by all rules and regulations of the CITY. As a duly authorized representative of the sponsoring organization or individual, and on behalf of sponsoring organization or individual, I agree to defend and to hold harmless the City of Santa Clarita, together with its officers and employees from and against any and all causes of action, claims, liabilities, obligations, judgments, losses, costs, expenses, or damages, including liability for injuries or illnesses to any person or persons or damage to property arising at any time during and/or arising out of or in any

way connected with Applicant, including third-party vendors, subcontractors, sponsoring organization, or individual, its agents or employees, use or occupancy of the facility and adjoining property, unless solely caused by the gross negligence or willful misconduct of the City, its officers, employees, or agents. In the event City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Applicant's use or occupancy of the facility and adjoining property, applicant shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal fees, incurred in defense of such claims.

8.2 RENTER waives any right of recovery against City, its officers, employees, and agents for indemnification, contribution, or declaratory relief arising out of or in any way connected with Applicant's use or occupancy of facility and adjoining property, even if City, its officers, employees, or agents seek recovery against applicant. This provision does not apply to claims or damages caused by the City's sole negligence, gross negligence, or willful misconduct.

8.3 RENTER waives any right of recovery against City, its officers, employees, and agents for fires, floods, earthquakes, civil disturbances, regulation of any public authority, and other causes beyond their control. RENTER shall not charge results of "acts of God" to City, its officers, employees, or agents.

8.4 RENTER shall report any personal injuries or illnesses or property damage arising at any time during and/or arising out of or in any way connected with RENTER'S use or occupancy of facility and adjoining property to City in writing and as soon as practicable, but in no event not less than 72 hours after occurrence.

8.5 RENTER hereby give permission to the City of Santa Clarita to take photographs and to use them as they see fit in City social media, marketing, and promotional material. I understand the photograph belongs to the City of Santa Clarita, and I/we will not receive payment of any kind.

I have read and understood the above facility usage agreement and agree that my organization and I will comply with the aforementioned conditions.

Applicant Signature:

Date Signed:

Applicant Name:

Title: