

Cazadero Community Services District (CCSD)  
Post Office Box 508, Cazadero, CA 95421

Facilities Use Agreement  
Cazadero Fire House  
5985 Cazadero Highway  
Cazadero, CA 95421

Desired Date of Use: \_\_\_\_\_ Time: \_\_\_\_\_

Name and Title of Applicant: \_\_\_\_\_

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

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

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

Will alcohol be served? \_\_\_\_\_ Will alcohol be sold? \_\_\_\_\_

1. Responsible Party: This agreement is to be completed and signed by the responsible party ("Applicant") of each and every group or organization contracting for use of the facilities.

If the applicant is reserving the facilities for an organization, the applicant must be authorized by said organization to obligate and bind it to the terms of this Facilities Use Agreement.

2. Cleaning Deposit & Administration Fees: Applicant shall not be charged for the use of the facilities but shall pay CCSD an administrative fee as set forth below.

Facility	Cleaning Deposit (refundable)	Administration Fee (non-refundable)
Small Meeting Room only	\$75.00	\$75.00
Main Hall (trucks left on site)	\$225.00	\$225.00
Main Hall (trucks removed)	\$275.00	\$275.00

Administration fees are based upon a single day of use.

Use of the Main Hall includes use of the kitchen and small meeting room.

1. The cleaning deposit and administration fees shall be paid at least twenty-one (21) days prior to the scheduled use.
2. Payments shall be made payable to "Cazadero Community Services District" and mailed to P.O. Box 508, Cazadero, CA 95421.
3. Removal of Trucks from Site: If the Applicant requests the fire trucks to be removed from the premises, they will be removed by 6:00 p.m. the evening prior to the scheduled event.
4. Hours of Use: Applicant understands and acknowledges that the use of the facilities terminates at midnight. Applicant is responsible for enforcing time limits. CCSD reserves the right to terminate the use of the facilities at any time that the event becomes a public nuisance or violates the use agreement.
5. Portable Toilets: Applicant is required to provide an appropriate number of portable toilets based upon the size of the crowd and duration of the event, including any units required under the ADA (Americans With Disabilities Act).
6. Clean-up: At the completion of the function or event, Applicant shall leave the facilities in as good condition and repair as before Applicant's use thereof. Applicant shall remove all trash and garbage from the premises. Otherwise, the Cleaning Deposit, or a portion of it, will be forfeited. The refundable portion of the Cleaning Deposit will be mailed to the applicant within forty-five (45) days of the event. Applicant shall reimburse CCSD for any equipment damage, facilities damage, and cleaning that exceeds the amount of the Cleaning Deposit.
7. Commercial Functions: The undersigned Applicant hereby understands and agrees that the function to be held cannot be a commercial or money-raising function unless all proceeds go to benefit a non-profit organization.
8. Flammables/hazardous materials: No fireworks, explosives, open flame, hazardous materials, nor device prohibited by local police or fire jurisdictions shall be permitted on the premises.
9. Compliance with Laws: Applicant, its agents, employees, and guests shall comply with all rules and regulations prescribed by CCSD for the use and occupancy of the facility and comply with all applicable laws, ordinances and regulations adopted or established from time to time by any governmental agency or department thereof. Applicant shall obtain and comply with all permits or licenses required by the law, ordinances, rules, and regulations.
10. Access: CCSDS shall have the absolute right to enter the premises, or any portion thereof, at all times.

11. Control: Applicant understands that CCSD does not relinquish the right to control the management of the premises and to enforce all necessary laws, rules and regulations. The decision of CCSD's representatives, as to required staffing and the number of persons that can safely and freely move about on the premises, shall be final.

12. Objectionable persons: CCSD reserves the right to eject or cause to be ejected from the premises any objectionable person or persons; and neither CCSD nor any of its officers, agents, or employees shall be liable to Applicant for any damages that may be sustained by Applicant through the exercise of such right.

13. If Alcohol Is Being Served:

- a. Applicant is responsible for obtaining all necessary permits and licenses from the California Department of Alcohol Beverage Control (ABC), a copy of which shall be given to the CCSD five (5) days prior to the scheduled event.
- b. For events where alcohol is to be served (but not sold), Applicant shall obtain a special event liability insurance policy with a minimum coverage of one million dollars, naming "Cazadero Community Services District" as additional insured and referencing the event name and date, and provide proof of insurance to CCSD no later than five (5) days prior to the scheduled event.
- c. For events where alcohol is to be sold, Applicant shall obtain a separate Liquor Liability insurance Policy with a minimum coverage of at least one million dollars, naming "Cazadero Community Services District" as additional insured and referencing the event name and date, and provide proof of insurance to CCSD no later than five (5) days prior to the scheduled event.
- d. Applicant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.
- e. Applicant has represented to CCSD and hereby warrants that Applicant has complied with all laws applicable to the acceptance and use of the facilities herein granted.

14. As-Is Condition: Applicant is using the premises in "as-is" physical condition and "as-is" state of repair. Neither CCSD nor anyone acting for or on behalf of CCSD has made any representation, warranty or promise to Applicant concerning the condition of the premises or the suitability of the premises for Applicant's intended use.

15. Liability for Loss or Damage to CCSD Property: Applicant shall be liable to CCSD for any loss or damage to the premises arising from or in connection with Applicant's performance hereunder or that of any of its officers, agents, employees, and

guests. Applicant shall reimburse CCSD for the cost of any repairs that are needed to the premises as a result of Applicant's negligence or willful acts. Reimbursements due to CCSD for the cost of any repair that is needed as a result of Applicant's negligence or willful acts shall be paid to CCSD within thirty (30) days of receipt of an invoice by Applicant for said repairs.

16. Non-Liability of CCSD: CCSD, its officers, agents, and employees shall not be liable to Applicant for any loss or damage to Applicant or Applicant's property from any cause. Applicant expressly waives all claims against CCSD, its officers, agents, and employees unless such injury or damage is caused by or due to the sole active negligence or sole willful misconduct of CCSD, its officers, agents or employees.

17. Indemnification: Applicant agrees to accept all responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release CCSD, its board members, agents, employees and volunteers from and against any and all actions, claims, damages, liabilities and expenses that may be asserted by any person or entity, including Applicant, arising out of, or in connection with, the actions or inactions or performance of Applicant or its agents, employees, contractors, subcontractors or invitees, whether or not there is concurrent negligence on the part of CCSD, but excluding liability due to the sole active negligence or sole willful misconduct of CCSD. If there is a possible obligation to indemnify, Applicant's duty to defend exists regardless of whether it is ultimately determined that there is not a duty to indemnify. CCSD shall have the right to select its own legal counsel at the expense of Applicant, subject to Applicant's approval, which approval shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Applicant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

18. Cancellation by CCSD: CCSD shall have the right to terminate this agreement upon Applicant's default of any terms of this agreement. In addition, CCSD shall have the right to terminate part or all of this agreement at any time, in the following circumstances:

- a. Immediately without notice if a local, state, or federal official determines that the facility is required for public necessity or emergency use, or major disaster including but not limited to flood, earthquake or pandemic health emergency.
- b. Immediately without notice if the facility is destroyed or damaged or should a strike occur.
- c. Neither CCSD nor any of its officers, agents or employees shall be liable to Applicant for any damages that may be sustained by Applicant though exercise by CCSD of any if its rights to cancellation pursuant to this section.

19. Assignment: No assignment of this Use Agreement or any duty or interest hereunder shall be made by Applicant without the prior written consent of CCSD.

20. Attorney's Fees: If either party undertakes litigation or arbitration against the other party arising out of or in connection with this agreement, the prevailing party shall be entitled to recover from the other party reasonable attorney fees, arbitration costs, and court costs incurred. The prevailing party shall be determined under Civil Code Section 1717(b)(1) or any successor statute.

21. No Continuing Waiver: The waiver by CCSD of any breach of any of the provisions of this Agreement shall not constitute a continuing waiver of any subsequent breach of the same, or of any other provisions of this Agreement.

By signing this Agreement, Applicant attests that: 1) Applicant has read and understood the terms as set forth herein; 2) Applicant is legally authorized to represent and enter into a contract on behalf of the above-named group or organization; and 3) the above-named group or organization that Applicant represents is hereby bound by the terms of this Agreement. Applicant attests that the information supplied herein by Applicant is accurate and correct to the best of his or her knowledge.

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

Applicant's Signature: \_\_\_\_\_

Applicant's  
Address  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_