

FACILITY USE AGREEMENT

1. Authorized facilities will be used solely for the purpose specified in approved Application and Permit for Use of Facilities.
2. The following activities are not allowed:
 - a. Possession or use of illegal drugs
 - b. Smoking: The entire garden is designated as a non-smoking public area
 - c. Tree climbing or disturbance or removal of any garden plants, rocks, displays or exhibits (please stay on pathways)
 - d. Excessive or inappropriately amplified noise. County of San Diego hourly decibel level limit of 65dB(A) will be enforced (reading will be taken from parking lot property line). **Failure to respect this limit will result in renter forfeiting the \$500 security/cleaning/damage deposit.** Electronic speakers must be directed into the Garden, and not into the Garden's parking lot.
 - e. Any illegal or hazardous activity
 - f. Use of profanity
3. All facilities are subject to charges for rental use. Clean-up charges indicated at the time of rental are subject to adjustment if actual costs exceed the estimated amount.
4. To reserve a site and time, a contract needs to be completed and a \$250 non-refundable deposit is required. The balance of the fee is payable 90 days prior to the date of the event. The deposit is applied to the total site rental fee; an additional security deposit of \$500 is required prior to the event. This deposit is refundable 10 (ten)-working days following the event less any additional cleaning fees and/or damages.
5. All lessees are required to show proof of a \$1,000,000 insurance certificate with the Garden listed as an additional insured by separate endorsement. If the lessee wishes to have alcohol (beer & wine only), a licensed provider with at least a \$1,000,000 general liability policy must be used, The Cuyamaca College Water Conservation Garden must be listed as an additional insured by issuance of a separate endorsement and the policy MUST be endorsed to include host liquor liability coverage. No one under the age of 21 shall be served.
6. In the event of a cancellation:
 - o If cancelled more than thirty (30) days prior to the event 100% of the fee will be refunded (minus save-the-date deposit of \$250).
 - o If cancelled fifteen (15) to thirty (30) days prior to the event 50% of the fee will be refunded.
 - o No refund will be given if the event is cancelled fourteen (14) days or less before the scheduled event.
7. Requests that are accepted for Garden facilities from external users are subject to cancellation in the event of emergency Garden repairs or acts of nature, which may make the Garden unusable/unsafe to occupy.
8. The approved Application and Permit for Use of the Facilities is the functional Permit for Use of the Facilities. The event manager/organizer must have the permit on hand for the duration of the event.
9. Parking – Free parking is available at the on a first come – first served basis. For larger events, parking in the College student parking lot at no additional fee.
10. The user group is responsible for any damage to Garden facilities except normal wear and tear.
11. Responsibility for providing adequate security shall be deemed appropriate if required by the Garden.
12. Garden will be furnished 'AS IS' unless prior arrangements are made for use of furniture and/or equipment. Furniture and equipment will be at the approval of the Garden Staff.
13. Garden exhibits may change. Colors, exhibit topics, layout, etc. may change from the time the agreement is entered into and the actual time of the event. As much notice as possible will be provided to the renter, should any major facility change be planned.
14. Permit shall be revocable without notice at any time, based on the sole discretion of the Garden

Signature: _____

Date: _____

Facility Rental Fee Payments

Facility Rental Fee Total \$ _____

Save the Date deposit \$ _____ Date of Pmt _____ Balance \$ _____

Payment \$ _____ Date of Pmt _____ Balance \$ _____

Payment \$ _____ Date of Pmt _____ Balance \$ _____

Payment \$ _____ Date of Pmt _____ Balance \$ _____

Payment \$ _____ Date of Pmt _____ Balance \$ _____

Payment \$ _____ Date of Pmt _____ Balance \$ _____

**Water Conservation Garden
12122 Cuyamaca College Drive West
El Cajon, CA 92019**

Please return along with the
APPLICATION AND PERMIT FOR USE OF THE FACILITIES FORM

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

In consideration of being permitted to enter the Water Conservation Garden facilities for any purpose including, but not limited to observation, use of the facilities or equipment or participation in any way, the undersigned hereby acknowledges, agrees and represents that he/she has inspected, or immediately upon entering will inspect such premises and facilities. It is further warranted that such entry in the Water Conservation Garden for observation, participation of use of any facilities or equipment constitutes an acknowledgement that such premises and all facilities or equipment thereon have been inspected and that the undersigned finds and accepts same as being safe and reasonably suited for the purpose of such observation of use.

In further consideration of being permitted to enter the Water Conservation Garden for any purpose including, but not limited to, observation, use of facilities of equipment, or participation in any way, the undersigned hereby agrees to the following:

The undersigned hereby releases, waives, discharges and covenants not to sue the Friends of the Water Conservation Garden, Grossmont-Cuyamaca Community College District, and/or any other member agencies, its directors, officers, employees, or authorized volunteers (hereinafter referred to as "releasees") for all liability for any loss or damage, and any claim or demands resulting from injury to persons or property or resulting in death, and the undersigned, whether caused by the negligence of the releasees or otherwise, while the undersigned is in, upon, or about the premises of any facilities or equipment therein.

The undersigned hereby agrees to defend, indemnify and save and hold harmless the releasees and each of them from any loss, liability, damage or cost they may incur due to the presence of the undersigned in, upon or about the Water Conservation Garden or in any way observing or using and facilities or equipment or the releasees, whether caused by the negligence of the releasees or otherwise.

The undersigned hereby assumes full responsibility for and risk of bodily injury, death or property damage due to the negligence of releasees or otherwise while in, about or upon the Water Conservation Garden and/or while using the premises or any facilities or equipment thereon.

 In the event of an emergency, when a Garden staff member is injured, the undersigned agrees to take the following actions and alert the following Water Conservation Garden contacts;

- Call 911, if injury warrants emergency medical attention
- Notify any security personnel on the premises
- Notify Heather Carlton, Sales & Office Manager, 619-818-8112 cell
- Notify Elyssa Robertson, Executive Director, 619-921-9450 cell

The undersigned further expressly agrees that the foregoing release, waiver and indemnity agreement is intended to be as broad and inclusive as is permitted by the laws of the State of California and that if any portion thereof is held valid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

The undersigned has read and voluntarily signs this release and waiver of liability and indemnity agreement, and further agrees that no oral representations, statements or inducement apart from the foregoing written agreement have been made.

I have read and agree to the terms of this release.

Name/Contact Name Please Print

Name of Organization

Signature

Date

Facility Rental Fee Schedule (Daily rates)

Entire Garden (excluding exhibits)	\$3,500
Gazebo, Plaza, Covered Patio, Multipurpose Room 4-10pm	\$2,800
Amphitheater, Plaza, Covered Patio, Multipurpose Room 4-10pm	\$2,800
Amphitheater, Covered Patio & Multipurpose Room 4-10pm	\$2,000
Plaza, Multipurpose Room and Covered Patio 4-10pm	\$2,000
Gazebo, Multi-purpose Room, Covered Patio +75 Chairs 3 hrs, 9am-4/4-10pm, additional chairs \$3/each	\$1,500/\$1,800
Amphitheater 250 people, 3 hours	\$1,000
Gazebo + 75 chairs, 9am-4pm, additional chairs \$3/each	\$1,200
Multipurpose Room (32 max) 9am-4/4pm-10pm, 3 hour block	\$80/\$200 + \$50/ea additional hour after 4pm
Covered Patio (60 people max) 9am-4pm 3 hour block	\$300 + \$50/ea additional hour
Covered Patio-Catered (60 people max) 9am-4pm 3 hour block	\$400 + \$50/ea additional hour

REQUIRED EXPENSES (fixed costs)

Insurance Rider (Must list <u>Cuyamaca College Water Conservation Garden</u> as additionally insured). Insurance is provided by renter. The Garden can refer you to companies who offer one-day special event policies.	\$1,000,000 limited liability policy At least \$1,000,000 liability for alcohol provider. This Must Be Endorsed to Include Host Liquor Liability.
Cleaning/Security Deposit (refundable less labor charges for post event cleaning at \$50 per hour and/or damages)	\$250 ceremony/\$500 ceremony and reception
Parking in Cuyamaca College Lot #4 is included in rental fee	No additional parking fee

ADDITIONAL FEES

After hour staff fee (4-10:00 pm), excludes package rentals	\$50 per hour
Extended time added to rental contract: 10-11pm	\$100/each 30 minutes