

**LICENSE AGREEMENT CONDITIONS AND REQUIREMENTS
FOR USE OF SEBASTOPOL VETERANS MEMORIAL BUILDING**



**Sebastopol Center for the Arts
282 South High Street
Sebastopol, CA 95472**

1. **AUTHORITY.** Sebastopol Center for the Arts ("SCA") manages use of the Sebastopol Veteran's Memorial Building located in the City of Sebastopol, California pursuant to a Lease Agreement with the owner of the Building, the County of Sonoma ("County"). Pursuant to the Lease Agreement, SCA is authorized to execute license agreements with persons and entities interested in using the Building. This license agreement ("Agreement") is entered into by SCA and _____ ("Licensee") pursuant to this authority.
2. **AGREEMENT SUBJECT TO LEASE.** This Agreement is subject to all requirements of the Lease between SCA and County or any successors thereto, including but not limited to the Reservations to County provisions in said Lease.
3. **PAYMENT.** Licensee shall pay SCA for the use of the Building facilities as specified in the reservation documents detailing Licensee's planned use. Checks shall be made payable to the Sebastopol Center for the Arts. All payments are due 30 days in advance of event.
4. **DEPOSIT REFUND.** Licensee agrees that the deposit, if any be required, made upon execution by Licensee of this Agreement shall not be refundable for any reason unless SCA, in its absolute discretion, determines such a refund in whole or in part, to be warranted.
5. **NON LIABILITY OF SCA OR COUNTY.** SCA or County, their officers, agents, and employees, shall not be liable to Licensee for any loss or damage to Licensee or Licensee's property from any cause. Licensee expressly waives all claims against SCA and County, their officers, agents, and employees, unless such injury or damage is caused by or due to the sole negligence or willful misconduct of SCA or County, their officers, agents, and employees.
6. **INDEMNIFICATION.** Licensee agrees to accept all responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release SCA and County, their agents and employees, from and against any and all actions, claims, damages, liabilities or expenses that may be asserted by any person or entity, including Licensee, arising out of or in connection with the actions or inactions or performance of Licensee or its agents, employees, contractors, subcontractors or invitees hereunder, whether or not there is concurrent negligence on the part of SCA or the County, but excluding liability due to the sole active negligence or sole willful misconduct of SCA or the County. 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 Licensee or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.
7. **TRANSFER OF MANAGEMENT OF FACILITIES.** Should County transfer the operation and management of the facilities covered by this Agreement to an entity other than SCA during the term of this Agreement, this Agreement shall remain in full force after any such transfer.
8. **INSURANCE.** At all times during the life of this Agreement the Licensee shall maintain at its own expense the insurance specified below:
 - a) Workers' compensation and Employers Liability Insurance:
 1. Required if Licensee has employees.
 2. Workers' Compensation insurance with statutory limits as required by the Labor Code of the State of California.
 3. Employers' Liability with limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
 4. Required Evidence of Coverage:

i. Certificate of Insurance.

If Licensee currently has no employees, Licensee agrees to obtain the above-specified Workers' Compensation and Employers' Liability insurance should any employees be engaged during the term of this Agreement or any extensions of the term.

b) **General Liability Insurance:**

1. Commercial General Liability Insurance on a standard occurrence form, no less broad than ISO form CG 00 01.
2. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate.
3. Licensee shall disclose any deductible of self-insured retention in excess of \$25,000 and such deductible or self-insured retention must be approved in advance by SCA. Licensee is responsible for any deductible or self-insured retention.
4. SCA and the County of Sonoma, their officers, agents, employees, shall be additional insureds for liability arising out of the Licensee's ongoing operations. (ISO endorsement CG 20 26 or equivalent). The insurance provided to SCA and County additional insureds shall apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by them.
5. The policy shall cover inter-insured suits between SCA and/or County and Licensee and include a "separation of insureds" or "severability" clause which treats each insured separately.
6. Required Evidence of Coverage:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
 - ii. Certificate of Insurance.

c) **Liquor Liability Insurance:** *(for events with alcohol.)*

1. Insurance may be in the name of Licensee or Licensee's caterer.
2. Minimum Limits: \$1,000,000 for each Common Cause or Occurrence: \$1,000,000 Aggregate.
3. Licensee shall disclose any deductible or self-insured retention in excess of \$25,000 and such deductible or self-insured retention must be approved in advance by SCA. Licensee is responsible for any deductible or self-insured retention.
4. Required Evidence of Coverage:
 - i. Certificate of Insurance, which must be provide to SCA thirty (30) days prior to event.

d) **Standards for Insurance Companies:**

Insurers shall have an A.M. Best's rating of at least A:VII.

e) **Documentation:**

1. The Certificate of Insurance must include the following reference: Event Name: _____ Date: _____.
2. All required Evidence of Coverage shall be submitted prior to the execution of this Agreement. Licensee agrees to maintain current Evidence of Coverage on file with SCA for the required period of insurance.
3. The names and addresses for Additional Insured endorsements and Certificates of Insurance are: (a) the County of Sonoma, its officers, agents, employees and Management Entity; Sonoma County Regional Parks, 2300 County Center Drive, Suite A120, Santa Rosa, CA 95403; (b) Sebastopol Center for the Arts, 282 South High Street, Sebastopol, CA 95472
4. Required Evidence of Coverage shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
5. Licensee shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
6. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

f) **Policy Obligations:**

Licensee's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

g) **Material Breach:**

If Licensee fails to maintain insurance coverage which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. SCA may terminate this Agreement and obtain damages from Licensee resulting from said breach.

9. **EVENTS WITH ALCOHOL.** In addition to liquor liability insurance required pursuant to the above, for events with alcohol, Licensee must comply with the conditions attached hereto as Exhibit A.

10. **EXPIRATION OF LICENSE.** At the expiration of the time of use of the facilities herein above set forth, Licensee shall quit the facilities of the County and return to SCA all equipment and facilities procured from SCA, which premises, equipment, and the facilities shall be in as good condition and repair as before Licensee's use thereof except for ordinary wear and use. Licensee shall reimburse SCA or County of Sonoma for any equipment or facility damaged during the use of said facility as specified herein.

11. **COMPLIANCE WITH LAWS.** Licensee, its agents, and employees shall comply with all rules and regulations prescribed by SCA for the use and occupancy of the facilities of County, and with all applicable laws, ordinances and regulations adopted or established from time to time, by any governmental agency or department thereof. Licensee shall obtain and comply with all permits or licenses required by the laws, ordinances, and rules or regulations mentioned herein.

12. **ASSIGNMENT.** No assignment of this sub-license or any duty or interest hereunder shall be made by Licensee without the prior written consent of SCA.

13. **PROGRAM REQUIREMENT.** Licensee shall file with SCA at least thirty (30) days prior to holding the performance or function for which this sub-license is issued, a full and detailed outline of all activities required, all stage and equipment requirements, the hall and chair set-up and such other information as may be required by SCA concerning such function. Licensee shall make an appointment to meet with SCA staff at event location to review rental and set up requirements prior to performance or function.

14. **SEATING CAPACITY.** The seating capacity of each facility or portion thereof is on file with SCA and incorporated herein by this reference. Licensee shall not sell or distribute, or permit to be sold or distributed, tickets or passes in excess of the seating capacity of the facility or facilities hereinabove described, nor admit thereto a larger number of persons than can safely and freely move about therein. The decision of SCA and the Fire Marshall in this respect shall be final.

15. **CONCESSION SALES.** SCA reserves the right to operate the parking lots, box office concessions, check rooms, and any food or beverage concession; provided, however, that SCA may, in writing, authorize Licensee to operate any of the aforesaid upon such terms as SCA may deem proper.

16. **ACCESS.** SCA or County shall have the absolute right to enter the premises herein specified, or any portion thereof, at all times.

17. **CONTROL.** In renting the facility to the Licensee, it is understood SCA or the County do not relinquish the right to control the management thereof, and to enforce all necessary laws, rules and regulations. The decision of SCA's representatives, as to required staffing, and the number of persons that can safely and freely move about in said licensed space, shall be final.

18. **SECURITY.** Licensee shall be required to provide and pay for _____ police and _____ private security personnel to be present for the safety of the public during use of the premises.

19. **OBJECTIONABLE PERSONS.** SCA and County reserve the right to eject or cause to be ejected from the premises any objectionable person or persons; and neither SCA nor County, nor any of their officers, agents or employees shall be liable to Licensee for any damages that may be sustained by Licensee through the exercise of such right.

20. **BROADCASTING.** No events or portions of events shall be taped, broadcast or televised without the prior written consent of County.

21. **STORAGE.** In the receipt, handling, care or custody of property of any kind shipped or otherwise delivered to the premises or stored on such premises either prior to, during or subsequent to the use of the facilities by Licensee, County and its officers, agents and employees shall act solely for the accommodation of Licensee; and neither County, its officers, agents nor employees shall be liable for any loss, damage or injury to such property.

22. **OBSTRUCTIONS.** No portions of the sidewalks, entries, passages, vestibules, halls or way of access to public utilities of the premises shall be obstructed, or caused to be obstructed, by Licensee or caused or permitted to be used for any purpose other than ingress or egress to and from the facilities. The doors, skylights, stairways or openings that reflect or admit light into any portion of the building, including hallways, passageways, also radiators and house lighting attachments, shall in no way be obstructed by Licensee.

23. **LIABILITY FOR LOSS OR DAMAGE TO COUNTY PROPERTY.** Licensee shall be liable to County for any loss or damage to the premises arising from or in connection with Licensee's performance hereunder or any of its officers, agents, and employees.

24. **FLAMMABLE MATERIALS.** No flammable materials such as bunting, tissue paper, etc., shall be used for decorations; and all materials used for decorative purposes must be treated with flame-proofing and approved by

the local Fire Department. No fireworks, open flame, nor device prohibited by local police or fire jurisdictions shall be permitted.

25. **DEFAULT.** Should the Licensee default in the performance of any of the terms and conditions of this License, the Manager, at his/her option, may in addition to other legal remedies available immediately terminate this License. In such event, Licensee shall be liable for the full amount of the rent provided for herein, less rent charges received from others for use of the premises at the time, or times, specified in this License. Any deposit made by Licensee to SCA shall be retained by SCA and considered liquidated damages.

26. **COUNTY IS THIRD PARTY BENEFICIARY.** County is a third party beneficiary of this Agreement and may enforce or implement its terms as specified herein. There are no other third party beneficiaries.

27. **CONTRACT ADDITIONS.** Additional provisions or modifications may be attached to this Agreement and, when signed, shall be binding on the parties.

28. **CANCELLATION BY SCA OR COUNTY.** In addition to the right to terminate this Agreement upon Licensee's default, the SCA or County shall have the right to terminate part or all of this Agreement at any time, in the following circumstances:

- a) Upon thirty (30) days' written notice,
- b) Immediately without notice if the County Board of Supervisors, the County Emergency Services Director, County Administrative Officer, the Manager or other 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.
- c) Immediately without notice if the facility is destroyed or damaged or should a strike occur.

Neither SCA nor County nor any of their officers, agents or employees shall be liable to Licensee for any damages that may be sustained by Licensee through exercise by SCA or County of any of their rights to cancellation pursuant to this section. Upon cancellation by SCA or County, any deposit made by Licensee may be refunded at SCA's or County's discretion.

29. **CANCELLATION BY LICENSEE.** The Licensee is liable for the following amounts in the event of cancellation by Licensee: a) If the event is cancelled 90 days or more from the date held, 50% of the deposit shall be retained by SCA; b) if the event is cancelled between 30-90 days of the date held, the entire deposit shall be retained by SCA; c) if the event is cancelled between 15-30 days of the date held, Licensee shall forfeit 50% of the Rental Fee; d) if the event is cancelled within 15 days of the date held, Licensee shall forfeit 100% of the Rental Fee.

30. **NONDISCRIMINATION.** Licensee shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination because of race, color, ancestry, national origin, religion, gender, marital status, age, medical condition, handicap or sexual orientation.

31. **NOTE: CHEWING GUM, GLITTER, CANDLES, AND SHOES ON THE WALL (S) ARE NOT PERMITTED IN THE FACILITIES AT ANY TIME.**

32. **CHANGES.** Any changes to the reservation must be made 30 days prior to the event.

33. **ALL PAPERWORK, INCLUDING PROOF OF INSURANCE, IS DUE 30 DAYS PRIOR TO THE EVENT.**

SIGN AND RETURN THIS LICENSE AGREEMENT AND ONE COPY OF RESERVATION.

Licensee

Date

Approved and agreed to:

Sebastopol Center for the Arts
Executive Director or Authorized Agent

Date

Exhibit A

Conditions of Alcoholic Beverage Service

The following prerequisites and requirements apply to the service of alcoholic beverages at all events held on the Premises.

A. PUBLIC EVENTS

Public events are those events at which the general public is invited to attend, which require a fee for general attendance, or which sell food or alcoholic beverages for a fee or donation. Public events shall comply with all alcoholic beverage service requirements mandated by the State Department of Alcoholic Beverage Control and local law enforcement. Alcohol may not be otherwise served or consumed. Public events shall also comply with all requirements set forth in subsection C, below.

B. PRIVATE EVENTS

Private events are those events at which attendance is by invitation only, and that do not require a fee for attendance nor for the service of food or alcohol. All private events at which attendance is 100 or more persons shall be required to engage a licensed caterer to serve alcoholic beverages. Alcohol may not be otherwise served or consumed. As a condition to serving alcoholic beverages at such functions, the requirements set forth below and in subsection C must be satisfied in full:

1. The licensed caterer engaged to serve alcoholic beverages must submit the following information prior to the private event:

- Copy of current catering license
- Copy of Alcoholic Beverage Control authorization
- Copy of current insurance certificate
- Number of bartenders at event
- Hours the bar will be open (maximum 5 hours)

2. All alcoholic beverages shall be brought into the facility prior to start of the event, shall be stored securely at a common bar prior to service, and shall be served only from a common bar.

3. No service containers (bottles, aluminum cans, or pitchers) of alcohol shall be allowed on the tables, but shall remain at the common bar for service.

C. REQUIREMENTS APPLICABLE TO ALL PUBLIC AND PRIVATE EVENTS

The following additional requirements shall apply to the service of alcoholic beverages at both public and private events as well as private events with less than 100 in attendees.

1. Alcoholic beverage service shall terminate one (1) hour before the scheduled end of the event, unless the event is three (3) hours or less.

2. No alcohol shall be allowed outside the area identified by Licensee for the event. No alcohol shall be allowed in the parking lot unless the event is specific to the parking lot and alcohol is served and consumed in a designated area. California State Law prohibits the sale or service of alcoholic beverages to persons under 21 years of age. If minors are in possession of alcohol, the event will be closed immediately. Persons serving alcohol to minors during events held in Veterans Memorial Buildings are solely responsible for any criminal or civil penalties imposed. The County also reserves the right to close events in the case of minors being served alcohol, public drunkenness, concern for the safety of event participants, or related damage to the Veterans Memorial facilities.

3. Licensee shall provide Liquor liability Insurance for its own events with alcohol. The insurance may be in the name of the Licensee's caterer.

- Minimum Limits: \$1,000,000 for each Common Cause or Occurrence; 1,000,000 Aggregate.
- Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County.
- Required Evidence of Insurance: Certificate of Insurance
- Required documentation shall be provided to the General Services Department Director or his designee.

INSURANCE INFORMATION SHEET

TO COMPLY WITH THE INSURANCE REQUIREMENTS OF THE USE OF THE SEBASTOPOL VETERANS MEMORIAL BUILDING, A CERTIFICATE OF LIABILITY INSURANCE and AN ADDITIONAL INSURED ENDORSEMENT MUST BE SUMMITTED:

The Certificate must include:

1. Policy number.
2. Effective and expiration dates.
3. Renter/Insured name, date of event and specific Veterans Building being rented.
4. Workers Compensation Insurance if your company or organization has employees.
5. Commercial General Liability Insurance including contractual liability coverage of at least \$1,000,000 per occurrence.
6. Liquor Liability Insurance of at least \$1,000,000 if alcohol will be served at the event.
7. **Certificate Holder** needs to be shown as follows:
Sebastopol Center for the Arts and County of Sonoma, their officers,
agents and employees
6780 Depot Street
Sebastopol Ca 95472
8. **An Additional Insured Endorsement** must accompany the Certificate. The additional insured must be shown as: **Sebastopol Center for the Arts, its officers, agents and employees. And County of Sonoma, its officers, agents and employees. Endorsement must reference the following address:**
Sebastopol Veterans Memorial Building
282 High Street, Sebastopol, Ca 95472

Please contact the Booking Office at (707) 829-4797 if you have any questions

Thank you,

Sebastopol Center for the Arts Booking Staff