

Us Together Center

Terms and conditions

Purpose:

Applicant declares that the premise will be used for the purpose intended and that the Applicant and the group represented by applicant will abide by all the prevailing common sense and rules at this facility, indoor or outdoor.

PAYMENT SCHEDULE

1. Final payment of rental fees must be made prior to the scheduled rental date. Payments not received by this deadline may result in cancellation of the rental and forfeiture of the deposit.
2. Security deposits will be refunded within 5 Business days after the rental date providing there are no violations of the Facility Use Policy, the rental hours exceeded, excessive cleaning required, or damages to the facility.
3. Payments may be made by check, cash, Visa or MasterCard. Make checks payable to the Us Together Center.

CANCELLATIONS, CHANGES & REFUNDS

1. Cancellation requests must be made in writing by the applicant. Based on the date the cancellation request is received, all or part of the security deposit and/or fees will be forfeited.
2. Refunds are not issued for unused hours.
3. Facility Use Permits may not be transferred, assigned or sublet.
4. Any changes in the facility setup less than seven (3) days prior to rental date will be assessed a \$25.00 fee per change.
5. Any changes in rental hours less than 3 days prior to rental date will be dependent on Staff availability.
6. Occasionally it may be necessary to reschedule, relocate or cancel a request previously approved. In this event, the group or individual will be given as much advance notice as possible.

EQUIPMENT STORAGE

Storage is unavailable before or after an event. Any and all furniture or equipment belonging to Us Together Center, including tables and chairs, may not be removed from the facility for use outside. Delivery and pickup of rental equipment must be incorporated within the hours scheduled and paid for. Applicants are responsible for the setup and takedown of any rental equipment. Customers to be responsible for needed equipment for the Customer's use such as Easels, televisions, VCR's, and extension cords unless it is agreed to at the time of application submission.

FURNITURE/EQUIPMENT SETUP

A plan showing the table/seating locations, entry, exit ways, and aisles must be submitted for approval at the time of final payment. All exit doors must be operable and no part of any hallway, corridor, or exit may be used in a way that obstructs its use as an exit. The use of additional amplification equipment, bands, or DJs is prohibited when the facility is open to other customers or other building tenants. Hallways and parking areas are for the purpose of entry and exit. Use of outdoor spaces including hallways and parking areas are not part of this agreement.

YOUTH EVENTS

Alcohol may not be sold or consumed at an event officially designated as a "youth event" (an event at which a majority of the attendees are under 21 years of age). Youth events must be supervised at all times by two adults for each 20 minors.

ALCOHOLIC BEVERAGES

1. Requests to sell alcohol must be submitted in writing to Fremont Polices Services. Evidence of approval of such activity must be submitted with application.
2. If permission is granted, applicants must obtain the appropriate permit from the Alcoholic Beverage Control Board, 1515 Clay St, Suite 2208, Oakland, 94612, (510)622-4970. Evidence of approval is due at the time of final payment.
3. Alcohol must be consumed inside the Us Together Center facility only. It is prohibited to consume alcohol in any other area of the site.
4. Alcohol may neither be sold nor served to or by individuals less than 21 years of age at any time.

FUNDRAISING EVENTS

A fundraiser is a rental at which admission is granted upon payment of a designated amount, a donation of an amount left to the discretion of the patron, or a rental at which funds are collected through any type of auction, raffle/door prize activity, or other means designated to generate monies to offset costs or to benefit a community or charitable agency of cause. Tickets may not be sold at the door unless applicant has received prior approval.

DECORATIONS & SIGNS

1. The use of tacks, tape, nails, staples or putty on any walls is prohibited. It is prohibited to paste, tack, glue or post any sign, placard, advertisement or inscription or erect any sign at the site
2. All decorative materials must be either made of non-combustible substances or treated with State Approved flame-retardant.
3. Rice, birdseed, confetti, and similar materials may not be thrown inside or outside the facility.
4. Any plants or shrubs brought into the building must be in waterproof containers.
5. The use of decals, powders, wax paint, etc. are prohibited on the floor areas of the facility.

CLEAN-UP REQUIREMENTS

The facility must be left in the same condition it was found prior to the rental. Cleanup will include all areas used for the event, including hallways and parking lot. Cleanup requirements include removal of all decorations and rental equipment, wiping spills from the floor areas and bagging all garbage and debris. If catering is included in the rental cleanup includes wiping all food spills on the countertops, tables and floors. All food, ice and beverage must be removed from the premise before leaving site and delivering the possession.

FACILITY USE POLICY

1. A responsible adult from the rental party must supervise the premises for proper use during rental hours.
2. **SMOKING IS PROHIBITED** within the interior of all City facilities and within 25 feet of every facility entrance (per City Ordinance).
3. Parking is permitted in painted parking stalls only. Vehicles parked illegally will be cited.
4. Applicant is fully responsible for scheduling and paying for hours to meet caterers' and other vendors' needs. Caterers and vendors may not request and/or pay for additional hours.
5. Containers of ice may be placed in the facility, providing that the floor is protected.
6. Requests for exception to the Facility Use Policy must be submitted in writing to the Us Together Center management prior to final payment.
7. Us Together Center reserves the right to book additional events before or after an applicant's confirmed rental time.
8. Events that exceed the scheduled hours will be charged twice the hourly rate for the extra time.
9. The Us Together Center reserves the right to deny the use of the premises to any person or group if such use is deemed to be contrary to the best interest of the facility, other building tenants, and/or Fremont residents. Applicants should thoroughly review the Facility Use Policy to become familiar with all rental fees, policies and procedures.

10. The Us Together Center requires the applicant, not another party, to complete all transactions and provide the insurance required for the rental. The applicant is responsible for the activity, payment of fees and provision of insurance.
11. Applications must be submitted in person at the Us Together Center, 3755 Washington Blvd., Suite 102B, Fremont CA 94538, or by email
12. The Application and a \$750 refundable security deposit must be submitted before the facility can be reserved. Approval takes 3-5 business days; notification of application status will be mailed.
13. The Facility Use Application and full payment are due prior to scheduling of the event. Rental requests submitted are on first come first served basis.

SECURITY DEPOSIT

A security deposit is due when the application is submitted. This deposit may be used to cover charges for additional clean-up, exceeding the scheduled time, damage to the facility or equipment, or cancellations. The amount of the deposit varies by use. Payment of deposit secures the venue for the intended use at the intended date and time by Customer. The security deposit is refundable provided there are no violations of the Facility Use Policy. This deposit may be used to cover charges for additional clean-up, exceeding the scheduled time, damage to the facility or equipment, or cancellations.

HOURS OF RENTAL USE

1. Us Together Center is available for rental every day from 8:00 a.m. to 9:00 p.m. including Saturdays and Sundays.
2. The minimum rental period is six (6) hours Saturdays and Sundays, and two (2) hours the remainder of the week.
3. The hours of use must include the amount of time needed for the function, setup and cleanup, including any time needed by the event staff such as the caterer, band, florist, coordinator, etc.
1. The facility must be vacated by the time specified on the Facility Use Application and no later than 9:00 PM. Events that exceed the scheduled hours will be charged twice the hourly rate for the extra time.

ROOM DESCRIPTIONS & CAPACITIES

Due to parking constraints the total number of guests in attendance may not exceed allowable capacity. Exceptions to this policy must be approved by the Us Together Center management in writing. Applicants will not be permitted to exceed the Fire Code capacity of any room. Overcrowding is forbidden and will result in cancellation of the event and forfeiture of all fees paid.

Multipurpose Room

The Multipurpose Room is about 1,275 Sq.Ft. with mirrors and curtains on one side to accommodate different types of functions. The space is equipped with Fire Sprinkler System. The flooring of this center is hardwood floor.

Food and Beverages

Although food and non-alcoholic beverages can be served at Us Together Center, there is no kitchen facility at this site. All food and beverages can be catered. All dishes and catering equipment are to be cleared of the facility prior to delivering possession of the premise.

APPLICANT INFORMATION

Last Name: _____ First Name: _____ Date: _____

Organization (if applicable): _____

Address: _____ City: _____ Zip Code: _____

Home Phone: _____ Daytime Phone: _____ Cel. Phone _____

E-Mail: _____

RENTAL / EVENT INFORMATION

Space Size Requested _____

Date requested: _____ Day of week: MON TUE WED THU FRI SAT SUN

Total Hours of use (Include time needed for setup & cleanup): _____ AM / PM _____ AM / PM

Name of function: _____ Anticipated attendance: Adult _____ Children _____

Equipment:

Dance Floor _____ Stage _____ Microphones _____

PA system Computer Lectern Projector Monitor

Chairs _____ Tables _____ White Board Pointer Refreshment

Type of function: Youth Event Adult Party Fundraiser Private Event _____

Other _____

Will the function be catered? Yes * No * If yes, by whom? _____ Ph. No. _____

INSURANCE REQUIREMENTS

All applicants shall provide the Us Together Center with a valid Certificate of Liability written through carriers acceptable to the Us Together Center. Such Certificate shall provide Bodily Injury and Property Damage Liability protection in the amount of \$1,000,000 per occurrence. If alcohol is served or sold, liquor liability coverage is also required and must be stated on the Certificate. The applicant must be specified as the insured. The Certificate shall name the Us Together Center as an "Additional Insured" in conformance with the hold harmless agreement as outlined in the Facility Use Application and must specify that the applicant's insurance shall be primary to any insurance carried by the Us Together Center. The Certificate shall be properly executed with the original signature of the authorizing insurance agent. Please contact your insurance provider to check if your homeowner's policy may be extended to cover your facility rental. In the event that coverage is not available, the Us Together Center can assist with facilitation of obtaining such special event insurance available for purchase. If the proper insurance certificate and endorsement are not received Five (5) business days prior to the rental, then event insurance must be purchased from the Us Together Center's insurance provider.

The undersigned, hereby agrees to be responsible for any damage to the facility occurring during and by this use, and agrees to be responsible for the conduct of all persons attending this function. Applicant further agrees to be responsible for any accident or injury occurring to anyone during and by this use, and agree that the Us Together Center, its officers and employees, shall not be responsible for any such injury or loss, except as arises from the sole willful act, omission or sole negligence of the Us Together Center, its officers or employees. The undersigned has received a copy of the Facility Use Policy, Clean-Up Requirements, and Rules and Regulations and agrees to comply with the rules and regulations listed therein.

I hereby acknowledge and approve the above agreement and have received a copy of this agreement.

Name _____ Date _____

Signature _____