

**BIG BEAR AREA REGIONAL WASTEWATER AGENCY
MEETING ROOM RENTAL AGREEMENT (“AGREEMENT”)**

GROUP NAME (“APPLICANT”) _____

CONTACT NAME _____

PHONE () _____ FAX () _____

MAILING ADDRESS _____

Applicant hereby request approval to use the Agency’s Board/Meeting room for the following purpose(s) (*Please describe the activities and proposed use in detail.*):

| | | | | |
|-----------------|-------------|-----------------|--------------------------------|--------------------|
| Dates Requested | Date | Time | Kitchen facilities to be used: | |
| | ___/___/___ | from ___ to ___ | _____yes | _____no |
| | ___/___/___ | from ___ to ___ | | |
| | ___/___/___ | from ___ to ___ | Keys Requested | Issue Date: |
| | ___/___/___ | from ___ to ___ | Key ID # | ___/___/___ |
| | ___/___/___ | from ___ to ___ | Key ID # | ___/___/___ |

Applicant hereby assumes all risk and agrees to indemnify, defend and hold Agency and its officers, directors, trustees and employees, harmless from and against all liabilities, losses, demands, actions, causes of actions, expenses, injuries, damages or claims, including reasonable attorneys' fees, expenses of litigation and court costs, to persons or property arising out of or in any manner contemplated with the use, occupancy, or enjoyment of the Agency’s facilities. Applicant shall be solely responsible for all accidents or injuries of any nature to persons or property caused by its use of Agency’s facilities. Agency assumes no responsibility for any property placed in the premises and the Agency is released from all liability for any loss, injury or damage to persons or property which may be sustained by the Applicant’s use of the facilities. A \$20.00 charge will be debited from the refundable deposit when heat is left on, the room is not properly cleaned, or if the scheduled meeting is not canceled with the Agency staff at least 24 hours prior to the event.

Applicant agrees to comply with this Agreement, and accepts the Board Room Conditions of Use (on Pages 2 and 3 of Agreement) by his/her signature below:

Applicants Signature: _____

Date: ___/___/___

**BIG BEAR AREA REGIONAL WASTEWATER AGENCY
MEETING ROOM RENTAL AGREEMENT**

I. STATEMENT OF PURPOSE

The primary purpose of the Board Room is to provide a space for the Big Bear Area Regional Wastewater Agency to meet and conduct Agency business. Secondly, the Board wishes to make efficient use of the Board Room by making it available to the community as a convenient public service for government, charitable, and non-profit organizations to be use with certain restrictions expressly delineated herein. The Board is not creating a public forum and should not be construed as having created a public forum.

II: FEES

The Board Room is available daily between the hours of 9:00 a.m. and 9:00 p.m. Overnight use is not permitted. Fees and deposits are due prior to the event date.

1. Individually scheduled meetings (fees per use):
 - a. Security/Cleaning Refundable Deposit-----\$ 30 per use
 - b. Use Fee – Up to 12 Hours (Non-refundable)----- \$ 35 per use
2. Regularly scheduled meetings (up to 12 meetings per year, but no more than once per calendar month):
 - a. Security/Cleaning Refundable Deposit-----\$ 100 per year
 - b. Use Fee – Up to 12 Hours (Non-refundable)-----\$ 35 per use
3. Room Key:
 - a. Refundable Deposit-----\$ 5 per key
4. Television/VCR/DVD:
 - a. Refundable Deposit-----\$ 400
5. Audio/Sound System:
 - a. Refundable Deposit-----\$ 200

III: CONDITIONS OF USE

- (a) Applicant must submit an application identifying the applicant and the purpose of the meeting on the form provided on page one. Access to the Board Room is contingent upon approval by Agency staff. The Agency reserves the right to deny the application or to revoke permission previously granted.
- (b) The room shall be available only to government, charitable and non-profit organizations. It shall not be available to individuals for parties or other celebrations.
- (c) The room may be used for educational, cultural and community related meetings, programs and activities, including awards, banquets, training and presentations by professional development or community groups, rehearsals, as a forum for guest speakers, and to show movies.
- (d) The room shall not be used: (1) for parties or commercial events operated for profit, including but not limited to sales seminars, swap meets, carnivals, auctions and similar events, (2) for exercise or other physical contact classes; (3) as the primary location for a business; (4) as a primary place of worship; (5) for any political activities except for an open public candidate forum where all candidates are invited and treated in an equal manner;

provided that, no endorsements will be given at the forum; (6) for instructional purposes on a regularly scheduled basis; and (7) any activity that is obscene, illegal, may incite riot or disturbance, or is in violation of any Government agency's rules or regulations.

- (e) The Big Bear Area Regional Wastewater Agency can cancel this agreement with a full refund of fees at any time for Agency related purposes upon 12 hours prior notice, or without any prior notice in the event of an emergency.
- (f) Only the Board Room and its associated common area are being rented for use. No other rooms are to be used.
- (g) Use of the Board Room shall not interfere with Agency activities.
- (h) Alcoholic beverages and smoking are not allowed.
- (i) Minors must be supervised at all times by adults present at the activity. The minimum ratio of adults to minors is one (1) adult to fifteen (15) minors. Minors are defined as those under the age of 18.
- (j) Any special police, fire, custodial and staff services that may be necessary shall be provided at the Applicant's expense.
- (k) In granting a use agreement for any facility, Big Bear Area Regional Wastewater Agency does not relinquish and does retain the right of control and management thereof. Agency representatives may enter the premises at any time and on any occasion, and have authority to end an activity for the safety and welfare of the citizens or to protect Agency property. Agency employees shall have the authority to request assistance from law enforcement as necessary.
- (l) A \$20 charge will be debited from refundable deposit when heat is left on, room is not properly cleaned or if scheduled meeting is not canceled with Agency staff at least 24 hours in advance of scheduled use. There shall be no fee or refundable deposits charged to other government agencies for room use.
- (m) The Board Room may not be used more than once per month by the same applicant.
- (n) No posters, placards, or any other type of signs may be placed on Agency property. Directional signs are permitted provided they are posted and removed on the same day the Board Room is rented. Placement or removal of directional signs must be done with care and without causing damage to Agency property.
- (o) There shall be no fee or refundable deposit charged to other government agencies for room use and equipment usage.
- (p) Any costs associated with the cleaning of the premises or damage to any Agency provisions will be deducted from the refundable deposit. Any unused portion will be refunded to the authorized individual. The authorized individual will be liable for any costs incurred over and above the refundable deposit.
- (q) Any costs associated with the repair or replacement, due to negligence, of the Television/VCR/DVD or Audio system will be deducted from the refundable deposit. Any unused portion will be refunded to the authorized individual. The authorized individual will be liable for any costs incurred over and above the refundable deposit.
- (r) Applicant agrees to name Agency as an additional insured on the Applicant's General Liability Insurance Policy in the amount of \$1,000,000. Applicant shall provide proof of insurance to Agency within ten (10) working days of signing this Agreement or two (2) working days prior to the use of the room, whichever is sooner and before the scheduled date of use. Notice of any cancellation of insurance shall be forwarded to the Agency within

twenty-four (24) hours of such cancellation. Failure to provide adequate proof will result in a cancellation of Applicant's reservation and loss of any security deposit.

- (s) Rental of the Board Room does not include use of the kitchen facilities for cooking, meal preparation, or other similar activity. The kitchen may be used to prepare tea or coffee, to serve pre-made food items not prepared in the kitchen and for temporary storage of supplies in the refrigerator during the time the Board Room is rented for use.

