

# **Emergency Assistance**

- For emergency assistance, please contact Police, Fire, or Paramedics by dialing 911.
- Central Marin Police Department can be reached at 415-927-5150.
- San Anselmo Fire Department can be reached at 415-258-4686.
- Event Services On-Call Building Emergency Phone Line at 415-306-3248.
- Public Safety Incident, please call University of Redlands's ("UOR" or "University") Public Safety Phone Line at 909-748-8888.
- In case of an emergency on campus, campus closure, or other issue affecting the operation of the UOR, please follow Bulldog Alert Communications by visiting <a href="https://www.redlandalert.com">www.redlandalert.com</a>
- If you are unable to access the web, call the UOR Emergency Phone Message System at (909) 335-5299 or (877) 687-8300 for status updates

# **Terms and Conditions**

#### 1. Use of the Facilities: Rental Times, Additional Fees and Final Balance

The University has facilities that may be available for rental throughout the year. Rental times and temporary usage of University Facilities are listed in "Event Details". Fees for classroom or chapel facility rentals may include the existing pre-set fumiture/tables (a complete list of available items are available from the Event Services Department). Some facility rentals are rented as empty venues (such as Alexander Hall and Geneva Terrace). Alexander Hall includes a limited amount of tables and chairs stacked in a storeroom. Additional items at other venues may be available for an additional rental fee. The University does not provide set-up/breakdown of tables and chairs. The University reserves the right to change building and/or space assignments as necessary for University business.

All event venue rental reservations must include the time needed for all vendor set-ups and teardown. It is recommended that you allow **AT LEAST ONE TO THREE HOURS** prior to your event or meeting start time for load-in and **AT LEAST ONE TO TWO HOURS** after your event end time for the teardown of space, depending on facilities rented and set-up needs. Should you exceed the time limits established in this agreement, an automatic overtime fee ranging from \$250-\$1,000 per hour for event or conference rentals will be charged to the credit card on file along with additional lodging day rental fees. Rates are subject to change.

**LOAD IN/LOAD OUT DAYS:** Additional fees apply for Load In/Load Out days. Full day or half day venue fee rates may apply.

**MEETING RENTAL AGREEMENTS** include the specified number of rental hours as listed in the Service Agreement/Contract - Facility Usage Section (inclusive of set-up/breakdown), Rooms rented for meetings are "as is" or rented as an empty room. The University does not provide staff to move furniture and all set-up, break-down and re-sets must be completed by the client or client's vendor. All meeting rooms must be returned back the way they were found and equipment must be returned undamaged and to the original location.

**SPECIAL RULES FOR SELF-CHECK-IN/SELF-CHECK OUT CONFERENCE/CLASSROOMS:** An arrival and departure checklist will be sent to Renter along with instructions on accessing a key box to unlock/lock doors, prior to arrival date. An additional labor fee will be charged if the check-out checklist is not completed, room not set back to its' original set-up, table and chairs not returned to designated location or location not turned back in a satisfactory condition. If keys are not returned to lock boxes, additional fees apply.

Rental of the Lloyd-Dobbins Building (LDB) is shared by our Renters ("Organization") and the Interfaith Counseling Center. Shared spaces are to be kept clean and free of debris and trash. Client shall only use the kitchen and restrooms in The LDB, in addition to their rented space. The lobby and hallways are not included in the rental of this Facility and access to this classroom is via a side door. Should any common spaces be left in disarray, a labor fee/cleaning fee will be charged to the credit card on file. An arrival and departure checklist will be sent to Renter, prior to arrival date.

**EVENT RENTAL CONTRACTS AND/OR WEDDING CEREMONY/RECEPTION CONTRACTS** include the specified number of rental hours as listed in the Service Agreement/Contract – Event Details Section (inclusive of set-up/breakdown).

**WEDDING CEREMONY CONTRACTS** include the specified number of rental hours as listed in the Service Agreement/Contract — Event Details Section. SFTS is a working college with services and classes being held continuously in the chapels; therefore, chapels must be thoroughly cleaned of any and all décor immediately following your event. **All books must be returned to pew pockets and all furniture moved back to its original location.** If the books are not put back in the pew pockets, a labor fee will be charged to the credit card on file.

WEDDING REHEARSALS will be scheduled on select weekdays during staff availability times and can be scheduled 30 days prior to event date.

Costs for a one-hour wedding rehearsal is \$150.00 per hour, or fraction thereof.

**GENEVEA TERRACE CONTRACTS** are rented as an empty venue and does not include tables and chairs. Tables and chairs are available for rental through the University or from an outside vendor. The University does not provide set-up or tear-down of equipment and this must be coordinated with your caterer or equipment company. If renting equipment from the University, caterer must return tables and chairs to designated location.

**EQUIPMENT RENTAL FOR ALEXANDER HALL:** A limited amount of tables and chairs are included in the rental, approximately (15) 60-inch round tables, (150) banquet chairs, and (3) bar height round tables. We do not provide set-up or tear-down of the equipment and this must be coordinated with your caterer. Caterer must return tables and chairs to designated location.

**STORAGE, MAIL AND PACKAGE DELIVERY:** The University does not provide locked storage areas for event items (prior to your event date and after your event date), nor does the University accept packages or mail service. General mail delivery can be arranged with the San Anselmo Post Office. The University is not responsible for lost or stolen property or the delivery storage of any property, items, or material goods left in the facility. Should you require storage, please inquire about availability and pricing. Any items left behind are at your own risk and The University does not ship items left behind.

LODGING/RETREAT CENTER OR APARTMENTS: 3:00pm is the Check-In Time for all lodging units, and Check-Out Time is 10:00am. All lodging units, retreat centers and must remain "as is". Laundry facilities inside rental venues are not available for guest usage. The University does not permit moving of furniture, chairs, tables in the lodging units, unless specifically discussed with Event Services Team members. If items are permitted to be moved and those items are not returned to its original location at check out, a reset fee will be charged to the Renter ("Organization") and fees deducted from the credit card/security deposit on file. Early Check-In's are based on availability and require a written request at least five (5) days in advance of arrival. Additional fees may apply for early check-in's or late check-outs. One set of clean sheets and one set of towels per person (bath, hand, and wash cloth) are provided upon check-in.

GARBAGE REMOVAL, CLEANING DISHES, RUNNING DISHWASHER AT LODGING/RETREAT CENTERS: Baird Hall Renters shall dispose of garbage and recycling into dumpsters located on Austin Street. At Shaw House, receptacles are located outside of the rear kitchen door. At Trinity House, receptacles are located to the right side of the house, adjacent to the side stairs. Before departure, guests must clean all dishes, and run dishwasher or additional labor and cleaning fees will apply. At no time should garbage or recycling be left in any rental venue.

CLEAN UP AND SURRENDER OF FACILITIES AFTER EVENT: Renter shall surrender the Facilities in good, neat and clean condition as required by the University. Further, on or before expiration of the contracted End Time, without causing any damage or delay, Renter shall remove all personal property belonging to Renter or to any of Renter's Parties. All event clean-up must be completed, and the Facilities must be vacated, by the contracted End Time or additional fees will apply. The University is not responsible for any property that is left within the Facilities or the University Campus following an event. Renter agrees that additional fees will be assessed by the University in the event Renter fails to satisfactorily clean the Facilities, including, without limitation, as a result of extraordinary use of the Facilities. Without limiting such other remedies as may be available to the University, any additional fees shall be determined by the University and shall compensate the University for actual and consequential losses.

**KEYS TO LODGING UNITS:** Renter will be given key retrieval instructions and/or door key codes in writing 24 to 72 hours prior to check in. **All KEYS must be returned to lock box and key arrival location prior to departure.** Each key not returned will be charged a replacement fee. Any missing keys must be identified at check-in. For security purposes, we immediately check that all keys have been returned on the day of departure or the first following business day. Lock outs at Rented Lodging units may incur additional labor fees.

APPROVED GUESTS FOR LODGING UNITS AND SPECIAL REQUIREMENTS FOR LODGING UNITS; SPECIAL REQUIREMENTS FOR LODGING LIAISON AND RETREAT LEADER: Baird Retreat Center sleeps up to 52 guests. Trinity House sleeps up to 22 guests. Shaw House sleeps up to 14 guests. On or before arrival, client shall provide UOR with a designated liaison ("Representative") ("Retreat Leader) between UOR Staff and lodging occupants. For lodging with multiple guests, client shall provide UOR with a designated liaison ("Representative") ("Retreat Leader) between UOR Staff and lodging occupants. All communication will go through the designated representative. The University requires a list of all guests staying in the lodging units and a Rooming List must be completed and sent back to Event Services at least 48 to 72 hours prior to arrival.

FINAL BALANCE, SERVICE CHARGE, DAMAGE AND SECURITY DEPOSIT: Final Balance and Security Deposit/Credit Card DEPOSIT GUARANTEE, will be due 90 days prior to event date. The damage and security deposit covers any breach of contract, property damage, lost or stolen UOR property, noise violations, and/or cleaning requirements other than basic janitorial that occur during your event and will be returned upon final assessment, less any damages incurred during your event.

A SERVICE CHARGE/HISTORICAL PRESERVATION FEE OF FIVE PERCENT (5%) WILL BE ADDED TO BILLABLE AMOUNT. The service charge allows The University to provide preparation of facilities, historic preservation, event-day support staff (specific to certain contracted events, weddings and wedding rehearsals), pre-event coordination, custodial service, accounting support, operating costs for service of equipment and, on-call emergency facility staff available via phone/text for certain facilities/retreat centers and lodging units.

# 2. Conditions of Rental and Payments

A signed and approved contract and a non-refundable reservation deposit in the amount of 50% of specified in the Agreement's "Estimated Cost" are required to reserve space at the University. If an event is occurring in less than 90 days, the entire reservation deposit will be due along with the signed contract. An executed signed contract from the University will be sent to the Organizer via email upon approval. Final fees must be paid 90 days in advance of the event date(s) listed. Late fee charges will be billed to Renter. In addition, an approved Certificate of Liability Insurance must be on file with the Office of Event Services, a minimum of 90 days in advance of event or immediately upon execution (see Section 14 for details). 30 days prior to the event date, the Event Information Form, Layout, Vendor List, Timeline, DJ/Band/Entertainment Agreement and Equipment requests are due. Failure to provide

needed information in a timely manner may result in additional late fees.

Renter may use the Facilities solely for the Use set forth in Event Service Agreement and for no other purpose whatsoever. Renter shall not permit more than the maximum number of approved guests. Having inspected the Facilities (or being entitled to have had the opportunity to do so), Renter shall accept the Facilities in its existing "as is" condition, having determined that the Facilities shall satisfy its intended Use. Renter specifically acknowledges that the Facilities may contain asbestos, mold, lead-based paint and/or other hazardous conditions. The University reserves the right to enter the Facilities during the Times for any reason, including to determine whether Renter is complying with the Terms and Conditions of this Agreement.

Any individual or organization renting facilities at the University must abide by and conform with all University rules, policies and regulations. The Renter shall be responsible to make guests, service providers (event planners, wedding coordinators, musicians, photographers, DJs, rental deliveries, etc.) and other concerned parties aware of and abide by University policies and regulations.

All equipment additions and additional room requests after the time of contracting will be handled through an addendum to the contract and will require full payment at the time of booking along with the additional service charge/historic preservation fee of 5% added to the additional billable amount for the event.

Client is aware that any outdoor venue rentals are subject to rain and inclement weather. If the organization has opted not to rent an indoor space as an alternate location, the total contract amount/deposited fees are 100% non-refundable. The University highly recommends that the Organization have a Rain and Inclement Weather Plan when renting an outdoor venue.

Payment can be made via a credit card (Visa, Mastercard, or American Express). In some cases, Event Services may accept company issued checks. A \$25 fee will be assessed for returned checks. Should a request for equipment rental or additional overtime hours be made within 90 days or less of the date of the event, payment for these additional fees and service charges must be received via credit card prior to the order being finalized.

Costs listed above for projected event space are the expected charge(s) based on the described services. Actual charges to the Renter may vary if additional charges result, i.e. overtime fees, furniture not being returned to designated locations, not returning classrooms to original set-up, additional services are requested, damages/extra cleaning occur as a result of any program participant, guest, or associate or lodging/retreat centers/venues are not returned back to original set-up, lock outs, lost keys or calls made to emergency line that are not emergencies.

#### 3. Cancellation or Cancellation for Violation

In the event that Organization elects to cancel this Agreement, all fees, deposits and charges paid by Organization are **NON REFUNDABLE**. If Organization violates the terms and conditions of this Agreement, the University, may immediately cancel this Agreement by written or verbal notice, and Organization shall promptly surrender the Facilities in accordance with the terms and conditions of this Agreement. All payments and deposits made at signing of contract will be retained by the University. Further, in the event that the University cancels this Agreement, Organization acknowledges and agrees that the University may retain the venue charges and all other fees and charges paid by Organization to the University. **Rescheduling an event is considered the same as cancellation and is subject to the above policy.** 

Upon receipt of Organization's notice to cancel reservation, the University will cancel Organization's venue reservation and may immediately rent the venue to third parties.

The University shall not be liable for any delay or failure to carry out its obligations under this Agreement if such delay or failure is due to any cause beyond its control, including without limitation restrictions of law or regulations, force majeure, pandemic, labor disputes, acts of God, acts of terrorism or war, telecommunications, network or power failures or interruptions, or mechanical or electronic breakdowns. "Force Majeure" means any fire or other casualty, strikes, lockouts or other labor disturbances, power shortages or outages, embargo, acts or omissions by third parties, extraordinary unavailability of materials or supplies, act of terrorism, riot or war. Further, the University shall have no liability for any interruption of, or failure to provide, utilities or other related services.

# 4. Damages and Cleaning

The standard rental of any facility or lodging unit on campus includes a basic "light-cleaning (which includes vacuuming facility and sanitizing of bathrooms)" pre-and-post event as a part of the contract fee. Cleaning that is above and beyond the basic cleaning services provided will be billed to the client at the hourly cleaning rate then in effect. All decisions regarding building cleanliness and cleaning fees are the exclusive right of the University. By signing a contract with the University, you agree to abide by this policy.

At the various lodging unit venues, daily housekeeping services are not included in the rental of the lodging units. Additional housekeeping services must be pre-arranged at an additional fee. Event Services reserves the right to require housekeeping services in the common areas (such as i.e. restrooms, showers, kitchen, bathrooms) for stays longer than five days or as determined by Event Services.

Each Renter and Renter's service providers will be responsible for cleanup and returning the venues to its' original set-up. All decorations must be removed prior to departure. All trash must be placed in the trash receptacles and/or taken off-site by client ("Organizer"), caterer, or designated vendor. Any glass breakage is to be swept up and removed from the premises. Any plates, bottles, or linens on lawns are to be picked-up. Rental items from service providers must be removed upon departure. No rental items are to be left in buildings overnight. Additional fees may apply for non-compliance.

Event Services will inspect the facilities immediately following a rental, normally within 24-72 hours after vacating venue facilities. Geneva Terrace will be inspected on the following business day after the event rental day and the University will notify a pre-designated responsible party in writing if it is not appropriately cleaned. If the facilities, lodging units or Geneva Terrace are not cleaned to University or Conference Services' standards by the designated time, an additional fee, as determined by the University will be charged to the credit card/security deposit on file. Power washing of Geneva Terrace will be charged at a minimum of \$500.

Renter is responsible for all damages caused by Renter, Renter's participants, and/or service providers. Should damages occur, the University will provide information concerning the location of damages and, if possible, provide photos, and the date and time they occurred. All decisions regarding facility and/or lawn/garden damages and damage fees are the exclusive right of the University. **By signing a contract with the University, you agree to abide by this policy.** 

# 5. Food and Catering

All catering and food and beverage service, if it is part of the Client's event, must be provided by a University preferred, approved licensed and insured caterer. Event Services will provide the preferred catering list to the Renter. If the organization would like to choose a licensed and insured caterer not on the approved catering list, an additional fee starting at \$750.00 will be billed to the Renter for additional administration and caterer/beverage provider qualifying; which requires a written request to the Event Services Department for approval. Each caterer shall be licensed by the State of California as a licensed catering company with insurance covering offsite catering. Food shall be served under the guidelines for special events as set forth by the Department of Public Health and as specifically approved by the University.

ALL SERVICE PROVIDERS MUST HAVE A CERTIFICATE OF LIABILITY INSURANCE AS OUTLINED IN SECTION 14 AND BE ABLE TO FULFILL THE NOTICE TO CONTRACTORS/VENDORS/FACILITY USERS DOCUMENT. Wedding cakes and other food sourced items may be brought to campus from licensed and insured outside service providers. Service provider must be able to produce a Certificate of Liability Insurance, if requested as outlined in Section 14 and in The Notice to Contractors/Vendors/Facility User Document. Event Services must be notified in advance and disclosed on the Event Information Form.

No food or beverages of any kind are allowed in the chapels and must receive approval in the classroom facilities. Renters need pre-authorization to bring in packaged food and beverages and if approved, must sign a self-catering authorization form for certain meetings and will require a mandatory walk-thru, 2 weeks prior to event date. Event Services reserves the right to require Organizations to use a licensed and insured preferred caterer, especially for conferences and meetings with high guest counts.

Trinity House, Baird Hall, Shaw Guest House and apartment guests may use existing kitchens for cooking and preparing on-site lodging meals in these locations.

# 6. Alcohol

University licensed and approved beverage providers are the only companies that are permitted to bring to or have alcohol available for an event at the University. Approved caterers and beverage providers must carry the appropriate liquor licenses, insurances, requirements and state regulated training for bartenders and wait staff that handle and pour the alcohol. ALL SERVICE PROVIDERS MUST HAVE A CERTIFICATE OF LIABILITY INSURANCE AS OUTLINED IN SECTION 14 AND FULFILL REQUIREMENTS FROM THE NOTICE TO CONTRACTORS/VENDORS/FACILITY USERS DOCUMENT. Self-Serve Bars with alcohol are not permitted in any of our rented Facilities. Food or snacks must be served when alcohol is being served.

Should Event Services determine that any Renter or Renters' guest has brought any type of alcohol onto the premises without prior written approval, or allows any minor to consume any alcoholic beverage, The University and Event Services reserves the right to close the bar immediately and/or terminate the function entirely at the Renter's expense. Renter shall be responsible for providing transportation for the safety and well-being of all guests. In addition, the Renter will be responsible for all fines, loss of business, assessments and liability of any nature as a result of the above.

#### 7. Decor, Open Flames, Room Layouts, Signage, Elevator Usage at Geneva Hall, Organ at Stewart Chapel and Quiet Hours/Noise Ordinance

**DECOR AT VENUES AND CHAPELS; DIRECTIONAL SIGNS:** Renters may only decorate the facility they are reserving. Renters may not attach tape, florist clay, tacks, screws or nails to any indoor or outdoor property at the University. Decorations may be attached by using reusable all surface poster tack. Renter may not attach decorations to antiques, antique furniture, ceiling fixtures, walls, windows, stop signs or doors. No items, including pictures, may be removed from walls or shelves in any area of the University. If directional signs are posted outdoors, they must be ordered and placed by the Event Services office. Additional fees apply. **Use of confetti, straw, bird seed, rice, glitter, pyrotechnics, or smoke machine is strictly prohibited. The throwing of rice, birdseed, metallic or any kind of confetti at the facilities or on the walkway outside the historic chapels is not permitted. No real flower petals may be dropped as they stain carpets and the stone walkways.** Silk flower petals can be used and must be picked up after a ceremony or event.

OPEN FLAMES/PROPANE/CANDLES: No open flames of any kind may be used at indoor events or lodging units including weddings and wedding receptions without prior approval. Only electric or LED votive candles/hurricane lamps are allowed in indoor facilities. Hurricane and ceremonial candles in glass containers are permitted in the Chapels for ceremonies but Renters must monitor and extinguish candles at end of service. The use of charcoal, fire sparklers, Tiki torches, fire entertainment, and any other flammable item is prohibited due to extreme fire danger. Wood or plastic candle holders and paper luminaries are not permitted. You are responsible for any damage resulting from wax, candle fire, or high heat. Failure of the Renter, their guests, or service providers to abide by the building policies may result in additional fees for damage or excessive cleaning. Use of propane for heaters and cooking

may be permitted with permission from Event Services, proof of insurance and fire permits obtained from the Fire Department. Notwithstanding the foregoing, liquid propane gas and compressed natural gas are prohibited inside the Facilities and in all areas that are within ten (10) feet of any facility at the University. Use of sterno requires fire extinguishers at the buffet location.

**SIGNAGE**: Nothing shall be written, posted, nailed, screwed, or otherwise attached to UOR signs on property. Signs and balloons may be attached to street signs and lamp posts but must be removed by the client. Signage is not permitted on stop signs. Any and all things that are put up must come down before your departure or a labor fee will be charged. Balloons must be deflated and disposed of in designated trash receptacles. No balloons may be released and care must be taken to insure they do not get released.

**ROOM LAYOUTS; AND SEATING ARRANGEMENTS:** Renter's specific use of the Facilities and the desired décor, room layouts, and seating arrangements must be approved by the Event Services Team at least thirty (30) days before Renter's event. In particular, Renter's use of the Premises shall not diminish accessibility to the Facilities or any surrounding areas for purposes of emergency assistance.

**ELEVATOR USAGE AT GENEVA HALL; ACCESS TO STEWART CHAPEL AND GENEVA TERRACE:** Elevator in Geneva Hall is intended and strictly for guest use only. No load-in or load-out is permitted in this elevator.

**ORGAN AND PIANOS:** Stewart Chapel Organ is not available for usage at any event. The organ is not maintained and is in need of repair. The piano covers can be removed for your service, however no items (flowers, speakers, video cameras, etc.) can be placed on the piano. Pianos cannot be moved and must stay at designated location. Piano tuning will solely be paid by renter.

**LIVE MUSIC AT THE LODGING UNITS:** Acoustic music in the Shaw Guest House, Baird Hall and Trinity House must be pre-authorized in writing by the Event Services Department. Bands are not permitted at any lodging unit. A CD player is provided in the Shaw House. UOR and San Anselmo quiet hours are from 10:00pm to 8:00am and all music should cease at that time.

MUSIC AND AMPLIFICATION AT ALEXANDER HALL, GENEVA TERRACE, CHAPELS: Acoustic music and DJ music is permitted with prior written approval and a signed DJ/BAND/ENTERTAINMENT agreement. Amplified music must not disturb visitors, residence and neighbors. Live bands (other than string ensembles), are not permitted on Geneva Terrace or Alexander Hall, no exceptions. Decibel levels at the venues must be 85 or less. Noise ordinances at the University and City of San Anselmo is 50-55 Decibels at the property line.

SFTS AND CITY OF SAN ANSELMO QUIET HOURS: University and City of San Anselmo's quiet hours are from 10PM to 8AM. All events must end no later than 10:00pm. The University requires that music and amplification end promptly at 9:30pm on Fridays and Saturdays, and 9:00pm Sundays to Thursdays. Music and amplification must be kept at a level of 85 decibels or less. All rental equipment must be loaded out no later than 11:30pm on weekends and all vendors must work quietly. If your event does not end promptly at 10:00pm (with guest departures from the premises immediately following), and/or the equipment is not loaded off-site by contracted end time, Renter will be charged \$500.00 for each ½ hour past the time listed. There are no exceptions to the quiet time, as this honors the Seminary's relationships with its neighbors and the laws of San Anselmo, CA. Any noise complaints received at any time from neighbors or the police, the University reserves the right to require decibels to be lowered, stopping the event and require guests to vacate from the venues and or lodging premises immediately. No exceptions will be made.

Client understands and agrees that UOR is customarily used by more than one party concurrently, and agrees to allow UOR to exercise its sole discretion to moderate sound volume of the event. Client agrees to cooperate with the efforts of UOR to control sound volume for the benefits of all renters on campus.

# **8. Service Providers and Event Logistics**

**RENTER CONTACT; AUTHORIZED REPRESENTATIVE:** Renter must specify one main contact for the event or lodging unit liaison. This individual should be someone with authority to approve additional fees, supervise guests/vendors and act as a liaison with the University. Renter or a representative of Renter must be on the premises when service providers are on campus and must be available to accept deliveries. The University reserves the right to require a licensed and insured event planner for certain events and meetings.

**EVENT INFORMATION:** No later than thirty (30) days prior to the event, Renter must provide the Event Services Department a complete list of vendors who will be on-site during the event, timeline, DJ agreement, the Event or Meeting Information Form, Equipment Request and a proposed floor plan.

All service providers (rental companies, florist, musicians, etc.) that are contracted directly with Renter are the sole responsibility of the Renter. Service providers arranged by the University will be managed by the University. A list of all vendors must be submitted to the Event Services Team, 30days prior to event date. ALL SERVICE PROVIDERS MUST HAVE A CERTIFICATE OF LIABILITY INSURANCE AS OUTLINED IN SECTION 14 AND MAY BE REQUIRED BY EVENT SERVICES TO PROVIDE SAID DOCUMENT.

#### 9. Internet

Wireless Internet capabilities are available in lodging units, facilities, meeting rooms and classrooms at no additional cost. Speed, reliability and connection are not guaranteed. Depending upon Facility rented, wireless internet service and cellphone service may be limited or not available. A hardwire line is available in Baird Hall guest rooms. If guests are unable to connect, UOR does not provide technology support.

The campus wireless network is now a common means for the University community to access the Internet, view videos, obtain news, as well as use other services. Due to its over-the-air nature, wireless communications are vulnerable to intrusive attacks thus making secure access to the wireless network very important.

The University accepts no responsibility for the safety of information downloaded by any individual associated with the User group. All downloads are

done at User's own risk. User accepts full responsibility for the legality of all content downloaded by the User or User attendees.

# 10. Parking and Parking Enforcement

The University does not guarantee the number of or location of parking spaces for any event. Parking shall be in designated areas only. Vehicle parking on University property is governed by the University's Public Safety Office and the Central Marin Police Authority. Parking permits are not required on campus however, some parking areas are designated as University Residential, Staff, Faculty and Student Parking. All state and local parking policies must be followed. **There is no overnight parking on the streets of San Anselmo.** There is no parking on the left side of Seminary Road. Overnight parking is allowed only on Kensington Road between Austin & Bolinas Avenue, as well as on Seminary property. University parking spots cannot be reserved for your event. We have two designated handicap parking spots located in the front parking lot at the top of Seminary hill, along with three parking lots and parking on the right side of Seminary Road. UOR is not responsible for guests' parking tickets or towing fees. The University reserves the right to require Renter to contract with a licensed and insured shuttle or parking service at Renter's expense.

Renter and Renter's attendees assume all responsibility for vehicles parked on University property. Under no circumstances is the University responsible for damage to any vehicle while located on University property.

#### 11. Publications, Sales and Photos/Videos for University Marketing and Photos/Videos and Drone Usage

Before the Renter prints or distributes any publication or other material in which the University facilities and/or services are mentioned, or in which any University facilities are pictured, Renter must send a draft of such proposed publication to the Event Services Office for written approval in order to ensure that University services and facilities are properly represented.

The name "University of Redlands" and "San Francisco Theological Seminary (SFTS)" as well as all University and SFTS logos and trademarks are the sole property of the University. These may not be used without prior consent from the University Public Relations Office and Event Services Office.

Before the Renter or Renter's service providers attempt to sell any merchandise on University property, the Renter must first obtain written approval from the University through the Event Services Office.

Videos/photos may be taken during Renter's contracted time and potentially used in University and Event Services promotional materials and via the internet/social media. Organizations, photographers and videographers may submit photos and videos to be used for marketing the campus and Event Services. By signing a contract, the Renter agrees to allow for videos and photos to be taken and used for promotion.

University's Drone Policy can be found at <a href="https://www.redlands.edu/study/schools-and-centers/css/resources/dronepolicy/">https://www.redlands.edu/study/schools-and-centers/css/resources/dronepolicy/</a>. Drone fliers can submit an application for approval by clicking <a href="https://survey123.arcgis.com/share/96d9ea74cdfc42439f96ccdfef563dc1">https://survey123.arcgis.com/share/96d9ea74cdfc42439f96ccdfef563dc1</a>. Drone flying is not approved until an authorization has been confirmed by email from the University.

# 12. Smoking is Not Permitted

The University is entirely non-smoking. Renter is responsible for making guests and service providers aware of and in compliance with the no smoking policy. Cleaning and fee charges will be assessed if there is evidence of smoking.

#### 13. Special Needs

The University of Redlands strives to be inclusive of all individuals with disabilities and/or limited mobility of varying degrees on our campus. In order to provide for all individuals, it is imperative that the Renter communicates as early as possible in the planning process with regard to attendees with special needs. Strong pre-planning will allow us to create a program that meets the needs of your entire group with the facilities that are available.

# 14. Certificate of Liability Insurance

The University requires all non-university events to carry comprehensive general liability insurance. A certificate of insurance can be purchased through Mercer Consumer, the University of Redlands special event insurance partner. The cost is based upon the type of event and number of expected guests, with more details provided at <a href="www.campusconnexions.com/redlands">www.campusconnexions.com/redlands</a>. To purchase a Tenant User's Liability Insurance Policy ("TULIP"), Renter must apply on-line at <a href="www.campusconnexions.com/redlands">www.campusconnexions.com/redlands</a>. Select Event Liability, Tenant User Liability Insurance Policy Information Page, and select Marin Campus, from the dropdown menu. Renter acknowledges that some uses and event types may not be covered under a TULIP and that Renter shall assess its own risk management requirements, without reliance upon the University or its TULIP requirement. Renter's TULIP must include all contracted hours and days in venue (s) to be covered, including rehearsal and set up/breakdown dates.

- a) A certificate of insurance should be issued by the carrier in the amount of \$1,000,000 for each occurrence and \$2,000,000 for general aggregate. Renter shall maintain commercial general liability insurance insuring against, among other things, claims for bodily injury (including death), property damage, and premises damage liability occurring upon the Premises or areas adjacent thereto, such insurance to afford protection in an amount not less than One Million Dollars (\$1,000,000) per each occurrence including contractual liability (which includes coverage of the indemnity obligations of Renter under the Contract/Agreement).
- b) Comprehensive liability insurance must list the activity, date(s), location of use and name "University of Redlands, its trustees, officers, employees, representatives, and assigns" as additional insured on a primary and non-contributory basis. The certificate of liability insurance must be received by the University 90 days prior to commencement of the event activities and lodging. Said insurance cannot be modified or cancelled.
- c) User agrees to assume risk for any loss, damage, liability, injury, cost or expense that may arise during or be caused by use of area or facility of

the University of Redlands. By endorsement, policy must reflect Waiver of Subrogation in favor of the University of Redlands.

- d) Host liquor liability for events with alcohol service, \$1,000,000 per occurrence/\$2,000,000 aggregate.
- e) Certificate Holder is "University of Redlands, 105 Seminary Road, San Anselmo, CA 94960".
- f) If an event includes the use of an automobile for the purposes of the activity, automobile insurance is required.
- g) If the Renter or Vendors are bringing workers on campus for the event, workers comp is required at the state mandated limits.
- h) Overnight conference stays and day camps that involves minors require sexual misconduct lability coverage, with limits of not less than \$1,000,000 per occurrence.

#### Caterers; Certificate of Liability and Liquor Liability; Notice to Contractors/Vendors/Facility Users Document

- (a) At its sole cost and expense, a caterer shall obtain and maintain the following insurance requirements: (i) \$1,000,0000 commercial general liability insurance, (ii) business auto liability insurance covering owned, non-owned and hired vehicles for bodily injury and property damage (in an amount not less than One Million Dollars (\$1,000,000)/Two Million Dollars (\$2,000,000) aggregate per each occurrence and naming "University of Redlands, its trustees, officers, employees, representatives, and assigns" as additional insured and (iii) workers' compensation insurance (in accordance with California law); provided, however, that if the caterer engages only independent contractors to participate in the delivery of catering services and uses no employees to deliver catering services at the event, the University will not require proof of workers' compensation insurance.
- (b) Additionally, if alcoholic beverages are being served, poured and/or sold by a caterer, at its sole cost and expense, caterer, as applicable, shall obtain and maintain "Liquor Liability" insurance policy to afford protection in an amount not less than One Million Dollars (\$1,000,000) per each occurrence/Two Million Dollars (\$2,000,000) aggregate. Such insurance shall name the "University of Redlands, its trustees, officers, employees, representatives, and assigns" as additional insured, and shall apply as primary insurance with respect to any insurance or self-insurance programs afforded to the University; and must declare satisfactory deductibles or self-insured retentions. All deductibles and retentions shall be paid in full by the Renter or caterer, as applicable.
- (c) By endorsement, this policy must reflect Waiver of Subrogation in favor of the University of Redlands,
- (d) Additional requirements may be found in the Notice to Contractors/Vendors/Facility User Document
- (e) Certificate Holder is "University of Redlands, 105 Seminary Road, San Anselmo, CA 94960".

**Vendor/Artist/Agent** shall procure at its own expense, and maintain during the term of this Agreement, the following policies of insurance in connection with services performed/use of space, as outlined in this Agreement:

- a. Worker's Compensation and Employer's Liability Insurance and such other insurance as may be required under applicable state statutes.
- b. Comprehensive General Liability Insurance subject to limits of \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury/property damage/personal injury.
- c. Commercial Auto Liability subject to \$1,000,000 limits.

Upon execution of this Agreement, Vendor/Artist/Agent shall obtain and deliver certificates evidencing such insurance from its insurers.

Said policies shall name the "University of Redlands" as an additional insured and loss payee, but only with respect to liability arising out of the services performed/use of space, as outlined in this Agreement, and shall contain covenants requiring thirty (30) days written notice to the UNIVERSITY before cancellation of such coverage. These policies shall be primary and noncontributory with any insurance carried by the UNIVERSITY. A waiver of subrogation in favor of the UNIVERSITY must be provided with respects to Worker's Compensation, Auto Liability and General Liability.

# 15. Indemnification and Release from Liability

Renter hereby assumes all responsibility for the safety and welfare of guests during the event. No illegal activities of any kind shall be tolerated on the University of Redlands campus.

Renter shall protect, defend, indemnify and hold harmless the University of Redlands, its trustees, its officers, representatives, agents, employees, and assigns from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Renter, Renter's guests, or Renter's service providers. Client further assumes the risk and releases University of Redlands, its trustees, its officers, representatives, employees, agents, and assigns from any such claims, demands, injuries, damages and causes of action of any nature whatsoever arising out of or in connection with the Client's use of the facility, regardless of fault. Specifically, UOR shall have no liability for any such losses, claims, liabilities, and other expenses of litigation, because of bodily injury, death, and property damage, which occur, either directly or indirectly, in connection with the Event or Client's operations or by reason of any act or omission of Client or its guests, invitees, musicians, florists, decorators, parking personnel, employees or agents. By signing the Contract Agreement, Client fully agrees to these terms, and Client promises and warrants that he/she fully understands the terms and accepts the terms freely, knowingly, and voluntarily.

Renter, if a charitable organization, association, corporation, entity or individual, having or claiming immunity or exemption (statutory or otherwise) from liability for damage or injury to property or person, hereby waives its right to plead defensively such immunity or exemption against the University.

Client fully waives, releases and discharges UOR from all claims, damages, actions, causes of actions, and liability now existing or hereafter arising out of or in any manner connected with the Client's use of the Facility pursuant to this Contract. Client further agrees not to sue UOR based upon liability now existing or hereafter arising out of or in any manner connected with the Client's use of the Facility pursuant to this Contract. This term should be read in

conjunction with the foregoing Release from Liability and Indemnity Provision and should be construed as consistent with the terms and conditions stated therein.

### 16. Compliance with Federal, State and Local Laws/Regulations

Individuals and/or organizations renting facilities at the University shall comply with all laws – federal, state and local – including all ordinances of the City of San Anselmo, CA, <a href="https://www.townofsananselmo.org/857/Town-Ordinances">https://www.townofsananselmo.org/857/Town-Ordinances</a>. All rules, regulations, and requirements of the police and fire departments shall be observed.

If requested by the University, any permit, license or tax required for any activity shall be purchased/paid by the Renter and made available to the University. It is also the responsibility of the Renter to determine which laws and ordinances apply to the activity of the Renter and to ensure compliance with same. Should any violation be found to exist, Renter hereby assumes all responsibility for correcting or removing such violation.

#### 17. Dispute Resolution

In the event that a dispute arises under this Agreement, the following dispute resolution procedures will be followed. This Agreement will be governed by the laws of the State of California, as applied to contracts made and to be performed in California.

# Arbitration

- a. All controversies, disputes or claims (including those based upon statute, tort or public policy and those brought against individuals or other entities) arising out of or relating to this Agreement, the services to be performed under it, or the breach thereof, shall be determined by arbitration in accordance with the procedures established below.
- b. Arbitration must be initiated by a party providing the other party with a written demand to arbitrate and notice of selection of one arbitrator.
- c. Within five (5) calendar days of receipt of the written demand to arbitrate, the second party shall select one arbitrator and give notice of its choice to the first party. The two arbitrators so selected shall be unrelated to and unaffiliated in any way with either of the parties. The two arbitrators so selected will together choose a third arbitrator within five (5) calendar days after the selection of the second. In the event that the two are unable to agree upon a third arbitrator, either party may petition the presiding judge of the San Bernardino County Superior Court, for the appointment of a third arbitrator.
- d. Within five (5) calendar days after the selection or appointment of the third arbitrator, each party shall submit a proposed decision to the arbitrators with appropriate findings of fact and conclusions of law to support the proposed decision. A copy of the proposed decision shall be given to the other party and to all arbitrators.
- e. Within seven (7) calendar days after the submission of the two proposed decisions, the arbitrators will hold a hearing at which the parties to the dispute may submit evidence, and examine witnesses. The arbitrators, if necessary, may issue subpoenas upon the request of the parties to compel the testimony of third parties and the production of documents as provided in Section 1282.6 of the California Code of Civil Procedure. There shall be no pre-hearing discovery, except for the foregoing. Testimony shall be taken under oath and the parties may be represented by legal counsel.
- f. The arbitrators, by majority decision, shall issue a written decision within five (5) calendar days after the conclusion of the hearing. The decision of the arbitrators shall be final and binding upon the parties and may be entered as a judgment in a court of competent jurisdiction. The arbitrators shall not have the authority to amend, modify or delete any provision of this Agreement.
- g. The costs of the arbitrators shall be split equally between the parties. Each party shall bear its own cost of arbitration, including fees of its counsel.

#### 18. Non-Discrimination

The parties agree to be bound by applicable state and federal rules governing Equal Employment Opportunity and Non-Discrimination.

#### 19. Enforcement

The University's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement.

#### 20. Prevailing Language

In the event that the language in this Event Rental Agreement conflicts with any language in any other documents related to this Agreement, the language in this agreement shall prevail.

# 21. Entire Agreement

This Agreement, and its accompanying Addendums, constitute the entire agreement between the University and Renter with respect to its subject matter and may be amended only by written notification between both parties. Any and all other proposals, negotiations, promises, arrangements, or understandings, whether oral or written, made prior to this Agreement are hereby extinguished and considered null and void by both parties. University and Renter guarantee that, except as set forth in this Agreement, no representatives, warranties, or promises have been made to each other by their respective agents, representatives, or employees with respect to this Agreement. Neither Renter nor the University may assign their rights or obligations under this Agreement without the express written consent of the other party. University reserves the right to change, add, or

omit its policies at its own discretion. Any new policies will be given to the client in writing, or email, as soon as possible after they are authorized by management. The Renter must adhere and abide by any such policies unless noted and authorized by Event Services. If extraordinary circumstances or unexpected difficulties occur in the pre-planning of the contracted event, University has the right to a contract release and to cancel client event without any penalty or liability. University will advise the client in writing or email and refund deposits paid for said event.