



Interim Rental Policies **Effective 1/1/20**

Security Deposits:

Security deposits are required for all rentals. Management reserves the right to determine the required security deposit and it will be included on the license agreement. The security deposit amount is determined by the type of event, size of event, past performance of promoter, and the time of year.

License Agreement and Fee Payment Schedule:

- A License Agreement will be generated at the time of receiving the security deposit.
- Sixty (60) days before the event, ½ of the estimated fees, and the executed agreement are due
- Thirty (30) days before the event, the full balance of the estimated fees are due.
- If Licensee accrues any additional service fees, equipment rental fees or pass-through charges after the payment of the estimated fees, such charges will be deducted from the Security Deposit.
- If the Security Deposit is insufficient to compensate the full balance owed, the Licensee shall pay the excess within fifteen (15) days of receipt of a statement from the Event Center
- Management reserves the right to set a different payment schedule

Cancellation Policy:

Refunds will be granted only upon approval of Management. Requests for refunds must be made in writing to the Association. Refunds will be made according to the following criteria:

- Cancellation ninety (90) days prior to event = 75% of the total rental fee refunded;
- Cancellation made sixty (60) days prior to event = 50% of the total rental fee refunded;
- Cancellation made thirty (30) days prior to the event = 25% of the total rental fee refunded;
- NO refunds less than thirty (30) days prior to event.

- Management reserves the right to waive penalties if the event is moved or date is changed.

Rental fee is defined as the fee charged for the use of the facility and does not include deposits or fees charged for equipment rental, etc. However, Event Center reserves the right to keep deposited monies if needed to fully realize the Event Center's portion of the forfeited rental fee.

NOTE: Upon cancellation of (2) events in the same calendar year (January 1-December 31) by a Licensee, any existing dates booked in the same calendar year or future dates may be removed without refund of deposits.

Date Protection & First Right of Refusal:

For events the Event Center will, to the best of its ability, provide a 30 day date protection (30 days before or after the event date) to prevent similar events from booking. Management reserves the right to determine potential for a conflicting event.

Licensee will have the first right of refusal on a day held by the Licensee the prior year, subject to Fair Management approval. If the Licensee chooses to exercise this option and intends to hold his/her event on the same day the following year, it is the Licensee's responsibility to notify the Event Center within 30 days post-event. If the Licensee does not notify the Event Center within 30 days post-event, or chooses to give up his/her day for the following year, the Event Center reserves the right to book that day for another event.

What is Included in Rent:

The Facility Rental Rate includes 5 tables and 50 chairs with each rented building, basic janitorial service for the Rented Facilities (i.e. cleaning the bathrooms and general building cleanliness), normal utilities, normal maintenance, and limited on-grounds parking accommodations.

The Facility Rental Rate does not include lighting beyond the facility's current lighting system, sound, ticket sales, ticket taking and box office services, kitchen or concession area usage (unless otherwise arranged), storage area facilities, adjoining lawn or patio areas, equipment, or on or off-grounds parking lot privileges. Additional use of Event Center facilities, accessories, labor and/or equipment is subject to charges shown on the current rental rate sheet.

Equipment:

Equipment rental charges will be charged for all equipment requested and delivered to the building or event site regardless if it is used or not. Refer to the current Rental Rates for a full list of equipment for rent.

Facility Policies/Building Access:

Licensee must adhere to all facility policies. Failure to do so may jeopardize the potential for future events. Copies of each policy is included with license agreement.

Staking is not permitting on asphalt. For all other areas you must first check with personnel as to prevent staking into irrigation or electrical lines underground. Licensee will be liable for any damages that may occur from staking at their event.

Building access on set-up and tear-down days is 8:00am to 5:00pm unless otherwise arranged. If Licensee requires access outside of that time frame, additional staff or overtime staffing charges may be applied.

Public Event & Ticketing:

For public, ticketed events, Licensee shall pay the greater of the actual event costs as determined by Rental Rates policies (fees to include all stated facility rental fees) OR 10% of Gross Admission Revenues earned, whichever is greater. The following direct fees will be charged above and beyond the 10% Gross Admission Revenues: security fees, labor, electrician hours, marquee/message center rental fee and other reimbursement expenses.

Parking:

Event Center reserves the right to charge for public parking. Event Center collects and retains 100% of the parking fees. A buyout may be obtained in lieu of a public parking fee. When a parking fee is not charged, events may be required (at the discretion of management) to pay for the cost of crossing guards.

On grounds parking is limited. Events may be issued a number of on-grounds parking passes for limited vehicles access to rented buildings. Licensee, for any type of event, may also be required to pay for the cost of vehicle gate attendant.

No parking is allowed on the grass areas.

Food & Beverage:

All food, non-alcoholic beverages, and alcohol service will be handled by the Event Center.

- Food and Non-Alcoholic Beverages for Public Events

- Licensee must make arrangements with the Event Center for food/non-alcoholic beverage selection a minimum of 90 days prior to the event, and must indicate the hours of operations and number of attendees.
- Management reserves the right to establish the location for concession services within each event.
- Alcohol Concession at All Events
 - Licensee must make arrangements with the Event Center for alcohol concession a minimum of 90 days prior to the event, and must indicate the hours of operation and number of attendees.
 - All alcohol service must stop one hour prior to the end of the event, regardless of event type.
 - Event Center prohibits the on-grounds contracted alcohol concessionaire from providing commissions on alcohol sales back to the event Licensee.
 - Alcohol sales/or service at the Event Center is strictly prohibited without prior written consent from the Event Center Management.

Security:

Security will be arranged by the Event Center with our Peer Security Companies. Use of outside security services is not permitted. Number of security guards required is at the discretion of Event Center Management and will be based on event type, hours, and attendance.

Police Services:

Management reserves the right to require police services for any public, private, or non-profit event. Number of officers required is at the discretion of the management and will be based on event type, hours, and attendance. It is the Licensee's responsibility to contact the City of Santa Rosa Police Department (707-543-3551) at least 30 days before the event to contract for these services and provide the Event Center with a copy of said contract.

Event Permit & Fire Services:

All public events are responsible for contacting the City of Santa Rosa Fire Department (707-543-3500) to obtain a special event permit for facilities of use and for providing proof of payment for a permit at least one week before the event.

All private events are responsible for ensuring all health department requirements are met, that any food caterers have current propane permits and that all City of Santa Rosa Fire Department rules and regulations are adhered to.

Smoke machines, tents, and propane are not allowed inside the buildings. Tent permits are required for tents larger than 20'x 20'. A copy of the paid permit receipt is due to the

Event Center within one week prior to the event. Events that do not obtain the proper permits are subject to fines and events will not be allowed to open.

Use/tampering with any fire equipment (i.e. fire hoses, fire alarms and fire extinguishers) is strictly prohibited, except in the case of an emergency. If an attendee at any event pulls a Fire Alarm, the Licensee may be responsible for any fees associated with a Fire Department call for a false alarm.

Sign Ordinance:

All signs, posters, flyers, etc. Which are posted or distributed in Sonoma County for the purpose of advertising or promoting a consumer show at the Event Center shall be in full compliance with applicable municipal codes and ordinances. Ignorance of local sign regulations or reliance on a sign company for placement of promotional materials shall not relieve the Licensee of responsibility in this matter.

Janitorial & Garbage:

Garbage and janitorial services are included in the building rental fees during the event hours. Should the event require a dumpster, Licensee is responsible for contacting Recology to schedule delivery and pick up service. 800-243-0291 or DebrisBoxSonomaMarin@recology.com

WiFi & Phone Services:

A WiFi buyout fee is \$500.00/per building. Individual fees are \$12 per day, per device for a 24 hours period. Contact Event Center staff for instructions.

If telephone, cable, or additional internet services are required, Licensee is responsible for contacting an outside provider (i.e. AT&T, Comcast, Verizon, etc.) to schedule services and set up an account for direct billing under their company name and address.- DO NOT USE THE EVENT CENTER ADDRESS.

Definitions:

- Public Event: An interim event where attendees are charged an admission fee either by a pre-sale or on-site ticketing process; or where the event is mass advertised to the general public.
- Private Event: An interim event where attendees are guests of the Event Center's Licensee and there are typically no fees charges to the attendees and the event is not advertised to the general public.