

Conference-Training Center Facility Use Application & Agreement

General Information, Rules & Requirements

- All persons applying for use of the Conference-Training Center must be at least 18 years of age.
- The space is available Monday through Friday from 8:00 a.m. to 8:00 p.m. excluding these recognized Holidays (Jan 1st, 20th; Feb 17th; May 26th; June 19th; July 4th; Sept 1st; Nov 11th, 27th, 28th; and Dec 25th). Requests for outside of these hours will be considered on a case-by-case basis and may be subject to additional rental costs.
- ➤ **No alcoholic beverages** of any kind shall be brought or served in the Conference-Training Center.
- **No smoking** is allowed in the Conference-Training Center.
- The maximum number of persons allowed at the Conference-Training Center at any given time must **NOT** exceed **57** people.
- ➤ While we at First 5 love children, our space is not equipped appropriately for childcare. If children must be brought to the Conference-Training Center, they must remain with and be always supervised by their adult parent/guardian or designated adult for child watch. And, they will be counted as part of the maximum room capacity limit, per fire code.
- While masking is optional, First 5 is a mask-friendly environment, which respects other's need to mask.
- Meetings are expected to start and end on time. Please be sure to factor in extra time for set up and clean-up when making your reservation.
- ➤ First 5 Contra Costa is a fragrance-free environment. We kindly request all attendees, including staff, trainers, facilitators, etc., to refrain from wearing any perfume, cologne, or other strongly scented products.

PLEASE NOTE:

First 5 Contra Costa <u>does not</u> provide assistance with meetings including meeting support, set up/clean up, meeting supplies, copying, or IT support. Applicants/Licensees and their guests are expected to provide their own meeting materials and supplies, including hardcopies, food, utensils, cups, plates etc.

AMENITIES

- Twenty (20) tables (approx. 26" x 60") and chairs are available for configuration to meet your organization's needs. Please come early to re-configure your space, as necessary.
- 100-inch Interactive Display Board (Digital Touch Screen) for presentations.
- A coffee alcove and sink are available for use outside the conference room. There is no garbage
 disposal in the sink, do not put food, coffee grinds or anything down the sink that will clog the drain.
 The coffee alcove does not have a refrigerator, microwave or any kitchen appliances.
- Mobile dry erase whiteboards and easel stands are available in the conference center for your use.
 You must supply your own paper flip charts and markers for easels. Do <u>not</u> hang flip chart paper on the walls.

AV EQUIPMENT & SET UP

PLEASE NOTE:

First 5 does not provide technical support; onsite IT support is <u>NOT</u> available.

- First 5 Operates using the O365 platform.
- A 100-inch Interactive Display Board, laptop, wireless keyboard and mouse are available for your use.
- Wi-Fi is available and will be posted in the room.
- It is <u>highly recommended</u> that presenters arrive early to test and ensure their presentations work with our equipment and software.

FOOD AND BEVERAGES

- Must bring own food, drinks, and supplies (i.e., cups, utensils, tableware, napkins, etc.) If food is being catered, please be onsite to receive your deliveries.
- Groups are expected to take all extra food and drinks when departing. Open drink containers must be <u>emptied before placing in recycle</u>. We understand that accidents sometimes happen to the best of us. If a spill occurs, clean as best you can and report the spill in your cleaning checklist.

VACATING THE PREMISES

- Please ensure the air purifiers are left 'on' upon leaving the site.
- The cost of any special cleaning or repairs for any damage(s) incurred during use of First 5's facility
 will be charged accordingly. This includes the cost of any professional services required to restore
 and have ready the room for the next party's use. Prior to the event a walk-through may be
 performed with both parties to ensure the condition of the space.

Please use the check list provided (attached) after your event to report any damage, spills or non-working items that occurred during your event and to ensure all conditions of using the space have been met. We would like to welcome your organization again in the future!

FEE SCHEDULE

- **Group 1:** Non-Profit Rate \$100/hr. (minimum of 2 hours) for non-profit community groups serving children and their families, as well as childcare providers from the First 5 community service areas.
- **Group 2:** For Profit Rate \$125/hr. (minimum of 2 hours) for all other public, non-related non-profit or private entities that do not fall in the above category.

Ask about our reduced rate for multiple day/recurring room reservation requests. See Attachment A - Multi-use fee schedule.

Groups who do not adhere to these requirements may forfeit future use of First 5's conference rooms.

Facility Use Application

Applicant Information:							
Name of Organization:							
Name of Applicant:	Email Address:						
Address:		City:Zip:		:			
Day/Cell Phone:							
Alternate Contact:	Phone:						
Title of Event & Purp	050.						
Title of Event & Fulp	03 6 .						
Organization Type:		□ Non-Profit □ Child-Serving Non-Profit □ Private □ Public					
Foo Bata for Conf. Contain		Other, Please state:					
Fee Rate for Conf. Center:		☐ Group 1 Rate Non-Profit Rate \$100/hr. (minimum of 2 hours). ☐ Group 2 Rate For Profit Rate \$125/hr. (minimum of 2 hours)					
		- Croup 2 1	Group 2 Nate For Profit Rate \$125/ffr. (millimum of 2 hours)				
Number of Participar (Conf Center Max. Capacity	Type of Use:						
, , , , ,		Single Use: ☐ Yes / ☐ No					
		Multi-Day Use (See Attachment A): ☐ Yes / ☐ No					
Break Out Rooms Ne	eded?	Break Out Ro	Break Out Room 118 <i>(16 max. capacity)</i> □ Yes / □ No				
No additional fees required	Break Out Room 117 <i>(11 max. capacity)</i> □ Yes / □ No						
Date (s), Time (s) & Charge (s) Include Set Up & Clean Up Time:							
Date:Tin	ne: \$_	/hr. x	hrs. = \$	Deposit: \$	Total: \$		
Date: Tin	ne: \$_	/hr. x	hrs. = \$	Deposit: \$	Total: \$		
Date: Tin	ne: \$_	/hr. x	hrs. = \$	Deposit: \$	Total: \$		
Date: Tin	ne: \$_	/hr. x	hrs. = \$	Deposit: \$	Total: \$		
Date: Tin	ne: \$_	/hr. x	hrs. = \$	Deposit: \$	Total: \$		
Date: Tin	ne: \$_	/hr. x	hrs. = \$	Deposit: \$	Total: \$		
Date: Tin	ne: \$_	/hr. x	hrs. = \$	Deposit: \$	Total: \$		
Date: Tin	ne: \$_	/hr. x	hrs. = \$	Deposit: \$	Total: \$		
Date: Tin	ne: \$_	/hr. x	hrs. = \$	Deposit: \$	Total: \$		
FORM OF PAYMENT: Check Cashier's Check							

<u>Agreement</u>

This Agreement to use the 4005 Port Chicago Hwy, Suite 120, Concord, CA, Conference-Training
Center and the smaller breakout rooms is entered into by
("Applicant/Applicant/Licensee") and the Contra Costa Children and Families Commission ("First 5")
First 5 and APPLICANT/LICENSEE hereby agree as follows:

1. Use of the Conference-Training Center

- a. The Conference-Training Center shall be used and occupied as set forth in the Facility Use Application above, and for no other use or purpose.
- b. Applicant/Licensee and Applicant/Licensee's guest will not bring or serve any alcoholic beverages, of any kind, in the Conference-Training Center.
- c. Applicant/Licensee and Applicant/Licensee's guest are not allowed to smoke in the Conference-Training Center.
- d. The maximum number of persons allowed in the Conference-Training Center, at any given time, is **57** people.
- e. If children are brought to the Conference-Training Center, they must remain with, and be supervised by, their adult parent/guardian or designated adult for child watch at all times.
- f. Applicant/Licensee will comply with the general information, rules and requirements set forth above.

2. Scheduling

- a. Applicant/Licensee shall arrange with First 5 to access and use the Conference-Training Center prior to the date(s) it will be used.
- b. Applicant/Licensee will provide a minimum of 48-hours' notice when cancelling a reservation. Applicant/Licensee will call 925-771-7300 to cancel a reservation. If Applicant/Licensee fails to notify First 5 of the cancellation, it may affect future reservations. Applicant/Licensee's deposit will not be refunded for cancellations with less than 48 hours' notice.

3. Deposit

A 50% deposit is required and shall be submitted upon approval of the application by First 5 staff. The remainder of the balance shall be submitted the day of the use of the room.

4. <u>Fee</u>

See 'Fee Schedule' in the section above.

5. Revocation

This Agreement may be revoked immediately by First 5.

6. Damage

Applicant/Licensee will be responsible for and use reasonable care to maintain First 5's property in a reasonable and satisfactory condition during the time it is being utilized by Applicant/Licensee. Applicant/Licensee shall reimburse First 5 for any damage to the First 5's property caused by Applicant/Licensee and its guests. First 5 will submit a separate invoice, payable immediately, for damages or repairs caused by Applicant/Licensee and or it's guests.

7. Indemnification

Applicant/Licensee shall defend, indemnify, save, and hold harmless First 5 and its commissioners, officers and employees; and Sierra Pacific Properties, Inc. and all its allied entities and Seecon Commercial, LLC. from any and all claims, demands, losses, costs, expenses and liability for any damages, sickness, death, or injury to person(s) or property, including without limitation all consequential damages, from any cause whatsoever, arising directly or indirectly from or connected with Applicant/Licensee, its agents, servants, employees, agents, contractors, subcontractors, or

Conference Training Center Agreement

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guests' use of the Conference-Training Center, save and except claims or litigation arising through the sole negligence or sole willful misconduct of First 5 Contra Costa County or its officers or employees and Sierra Pacific Properties, Inc. and all its allied entities and Seecon Commercial, LLC.

If requested by First 5 and Sierra Pacific Properties, Inc. and all its allied entities and Seecon Commercial, LLC., Applicant/Licensee will defend any such suits at its sole cost and expense. If First 5 and Sierra Pacific Properties, Inc. and all its allied entities and Seecon Commercial, LLC. elects to provide its own defense, Applicant/Licensee will reimburse First 5 and Sierra Pacific Properties, Inc. and all its allied entities and Seecon Commercial, LLC. for any expenditures, including reasonable attorney's fees and costs.

8. Insurance

a. General Liability Insurance:

- (1) Applicant/Licensee shall maintain commercial general liability insurance with limits of at least \$1 million per occurrence and \$2 million in the aggregate.
- (2) First 5 and Sierra Pacific Properties, Inc. and all its allied entities and Seecon Commercial, LLC. shall be named as an additional insured.
- (3) Applicant/Licensee's insurance shall be primary, and no insurance or self-insurance maintained by First 5 and Sierra Pacific Properties, Inc. and all its allied entities and Seecon Commercial, LLC. shall contribute to it.
- (4) Coverage shall be placed with a carrier licensed to do business in California with an A. M. Best rating of at least A: VII.

b. Workers' Compensation Insurance:

- (1) Applicant/Licensee shall maintain Workers' Compensation insurance as required by law and Employers' Liability insurance with limits of at least \$1,000,000 per accident, injury, or disease.
- (2) Coverage shall be placed with a carrier licensed to do business in California with an A. M. Best rating of at least A: VII.
- (3) The carrier shall waive all rights of subrogation against First 5 Contra Costa, its directors, officers, employees, and authorized volunteers; and Sierra Pacific Properties, Inc. and all its allied entities and Seecon Commercial, LLC.

c. Proof of Insurance:

(1) Applicant/Licensee shall provide certificates of insurance and required endorsements upon receiving approved application from First 5. If any required coverage expires during the term of this Agreement, Applicant/Licensee shall provide updated certificates and endorsements at least ten (10) days prior to policy expiration. Note: Reservation cannot proceed without all required insurance documentation.

Obligations under this section may be broader than coverage afforded by Applicant/Licensee's insurance. Applicant/Licensee shall be financially responsible for any uninsured or underinsured claims, losses or damages as described above.

9. Authorization

Licensee, or the representative of Licensee signing this Agreement on behalf of Applicant/Licensee, represents and warrants that it has full power and authority to enter into this Agreement and fulfil the obligations set forth herein.

My signature certifies that I have read and agree to abide by and uphold all rules and requirements governing the use the of the First 5 Contra Costa Conference-Training Center Facility and equipment. A copy of the Reservation rules and requirements incorporated herein by reference are part of this Agreement to the same extent as if fully set forth. I understand that failure to comply will result in the loss of future privileges in the use of the facility. This agreement must be signed by a representative authorized to enter into legal agreements on behalf of your organization.

Signed By:		
Signed By: Applicant Authorized Representative	Date	
Print Name/Title:		
Upon First 5 Contra Costa Final Approval, First 5 here (hereinafter called the "Licensee") permission to use the Fand Conditions of this Agreement contained herein and at this agreement.	facility as outlined subject to the Terms	
Signed By: First 5 Contra Costa	 Date	
Print Name/Title:		
Print Name/Title: Executive Director (or designee)		
	-	
—Internal Use On	·	
☐ Application Complete and Approved (date): ☐ Not Approved	(Reason):	
	(Reason):	

ATTACHMENT A

Conference-Training Center

Multi Day Fee Schedule

First 5 offers a discounted rate for entities interested in the use of our Conference Training Center for multiple days. The fee schedule and guidelines are outlined below:

Group 1: Non-Profit Rate

10% discount (\$90.00 per hour, minimum of 2 hours) for 3-4 reservations over multiple days/weeks/months not to exceed 6 months. Days do not need to be consecutive.

20% discount (\$80.00 per hour, minimum of 2 hours) for 5 and above reservations over multiple days/weeks/months not to exceed 12 months. Days do not need to be consecutive.

Group 2: For Profit Rate

10% discount (\$112.50 per hour, minimum of 2 hours) for 3-4 reservations over multiple days/weeks/months not to exceed 6 months. Days do not need to be consecutive.

20% discount (\$100.00 per hour, minimum of 2 hours) for 5 and above reservations over multiple days/weeks/months not to exceed 12 months. Days do not need to be consecutive.

Terms and Conditions

- Multi-use reservations will require a 50% non-refundable deposit for all future date reservations to receive the discount.
- The deposit is non-refundable if any future dates are canceled.
- ➤ Re-scheduling a future reservation requires 7 days prior notice and will only be granted if the space is available for the requested date. If the space is not available, the agency may choose any other available date within the time frame specified of 6 or 12 months.

While we understand that unexpected events happen that could cause changes, it is important to notify First 5 as soon as possible of any changes.

Signing below certifies that I have read and agree to the terms, conditions and fees as stated for multiuse reservations. I also understand that all conditions apply stated in the Application Agreement.

Signed By:	
Applicant Authorized Representative	Date
Signed By:	
First 5 Contra Costa	Date
Executive Director (or designee)	