

FACILITY USE AGREEMENT

This is a Facility Use Agreement (Agreement) between Hmong Cultural New Year Celebration, Inc. (herein after know as “HCNYC”) and _____ (herein after known as “Renter”) for the use of the _____ Building (Facility) on December _____, 2017.

This Agreement is made this _____ day of _____, by and between HCNYC and the Renter.

The person signing this Agreement and the organization on whose behalf the Facility rental is being made (collectively the “Renter”) are responsible for compliance with this Agreement. Please read carefully, fill out Renter and Event Information, initial at the bottom of each page, and sign in the signature page at the end of this document.

1. RENTER INFORMATION

Contact Name: _____

Contact Numbers: _____

Email: _____

Name of Organization: _____

Address: _____

City, State, Zip: _____

2. EVENT INFORMATION

Description of the event: _____

List Band Names and Performers (Optional): _____

Admission fee charged?	Yes	No			
Will food be served?	Yes	No	Will food be sold?	Yes	No
Will alcohol be served?	Yes	No	Will alcohol be sold?	Yes	No

3. TERMS AND CONDITIONS

A. Reservations

1. See Attachment A for facility information, pricing, and stage location.
2. Before entering into this Agreement, the Renter acknowledges that he/she has read and agreed to the conditions set forth by this Facility Use Agreement. The Renter shall initial at the bottom of every page.
3. In order for an event to be guaranteed, HCNYS must receive a deposit of at least fifty percent (50%) of the facility rental fee at the time this Agreement is entered into. The remainder of any rental fee shall be paid in full sixty (60) days prior to the event.

B. Event Hours of Operations

1. Events may begin after 4:00 PM and may not last beyond 12:00 AM (Midnight) without prior approval from HCNYS. The Renter is responsible for making sure guests leave the building at an appropriate time in order for Renter to finish tear down and clean-up.

C. Services Provided

1. **Staff:** HCNYS Facility Chairperson or designated staff member shall open the facility and provide information and direction as needed.

Renter Initials _____

2. **Tables:** Only _____ tables shall be provided for the event. If additional table are required, the Renter shall be responsible for providing more tables.
3. **Chairs:** Only _____ chairs shall be provided for the event. If additional chairs are required; the Renter shall be responsible for provided more chairs.
4. **Stage:** A stage size of _____ shall be installed as designated in the layout drawing for the facility in this Agreement. The stage may not be tampered with or relocated without written approval by HCNYS.
5. **ABC License:** Use of HCNYS's Alcoholic Beverage Control License.
6. **Parking:** Participants shall park at the Chance Avenue parking lot and Ball Tossing area.

D. Kitchen Usage

Only the Education Building and Gem and Minerals Building contains a full kitchen where cooking of meals shall be allowed. Renter shall furnish all cooking pots, pans, and utensils for preparation of food. Ovens, refrigerators, freezers, and the kitchen floor must be thoroughly cleaned after use.

E. Set-Up, Decorations, and Clean-Up

1. The Renter shall have access to the Facility after 12:00 PM (noon) the day of the scheduled event for limited set-up, except for the Industrial Building. Vehicle access is prohibited between 7:00 AM and 4:00 PM. Renters may use a dolly or other hand operated devices to transport set-up supplies.
2. Full set-up access to the Facility shall start after 4:00 PM.
3. For decorations, Renter shall not install permanent fixtures into any part of the Facility and shall not make any alterations of any kind therein.
4. If candles are used, they must be completely enclosed in a glass or non-flammable holder. The use of glitter, metallic confetti, straw, rice, birdseed, or hay is prohibited in the Facility and/or on the grounds.
5. Immediately following the conclusion of the event, all decorations, trash, or other debris must be thrown away in the appropriate receptacles provided. Anything left behind will be thrown away.

6. Renter shall be responsible for all clean-up of the Facility. Renter shall pick up, bag, and remove all trash generated during the event, leaving the Facility clean and free of all trash and litter. Renter shall also leave all fixtures, if any, in good working condition.
7. Renter shall be responsible for any and all damage to the Facility and/or its contents during use. In the event damage occurs or excessive cleaning is necessary, Renter shall be charged for any and all janitorial and/or repair fees incurred by HCNYC as a result.

E. Miscellaneous Policies

1. The Renter agrees to comply with and all laws, statutes, ordinances, rules, orders regulations and requirements of the local, state, and federal laws and regulations related to the use of the Facility.
2. HCNYC Facilities Chairperson and/or designated staff reserve the right to enter the Facility at any time on any occasion.
3. Renter shall not exceed the capacity or admit a larger number of individuals than can lawfully, safely, and freely move about the Facility.
4. Gambling of any kind is not permitted at the Facility.
5. Smoking is not permitted inside the Facility.
6. No animals are permitted at the Facility, with the exception of guide dogs.
7. If Renter violates any part of this agreement or reports false information, HCNYC reserves the right to refuse Renter further use of the Facility and Renter shall forfeit all of the rental fee and/or the deposit.
8. HCNYC may impose additional requirements as deemed necessary to protect the health, safety, and/or welfare of the community.
9. If any provision of this agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force.

4. SECURITY

HCNYC reserves the right to require a certain number of security officers and/or Fresno Police Department for the event. Renter shall be responsible for procuring and paying for security officers and/or Fresno Police.

Renter is solely responsible for supervising all individuals at the Facility and adjoining property during the event. HCNYC is not responsible for providing this supervision. However, the HCNYC may evict individuals from the Facility during the event if their conduct is not in the best interest of the public or is deemed to be detrimental in any way.

5. FEES AND CHARGES

A. Payment Policy

A fifty percent (50%) deposit of the fee and a refundable clean-up deposit of \$500 is due at the time the Renter enters into this Agreement. The remaining balance of total costs is due no less than sixty (60) days prior to the start of the event. HCNYC accepts payments in the form of money orders and cashier checks made **payable to HCNYC, Inc.**

Total Fee for Facility Rental	\$ _____
Fifty Percent (50%) Deposit	\$ _____
Refundable Clean-up Deposit	\$500.00
Due Date for Remaining Balance	_____

B. Cancellation Policy

1. After approval is given, HCNYC may terminate this Agreement (in its entirety or as to any time, date or facility) in its sole discretion up-to sixty (60) days prior to the Renter's reservation date. The Renter shall be entitled to a full refund.
2. Within thirty (30) days of the Renter's reservation date, HCNYC may terminate this Agreement only if the Renter violates any portion of this agreement. The Renter shall be entitled to only a partial refund in an amount to be determined by HCNYC.
3. Renter may terminate this Agreement at any time up to sixty (60) days prior to the Renter's reservation date in which the Renter shall be entitled to a refund of all deposits and fees less a cancellation fee of \$200.

C. Default

If the Renter shall at any time be in default under the terms of this Agreement, HCNYC shall have the right to terminate this Agreement forthwith, whereupon the Renter shall have no right to receive any refund of any deposits or fees hereunder.

Renter Initials _____

6. INDEMNIFICATION

Renter agrees to defend, indemnify and hold harmless HCNYC and its staff from and against any and all claims, demands, causes of action, or liabilities incurred by HCNYC or its staff, arising from Renter's acts or omissions under this Agreement or any act or omission of Renter's staff, contractors, caterers, or persons attending the event with the express or implied permission of invitation of Renter.

HCNYC will not be held responsible for any losses, damages, or injuries. This refers to any loss, damage, or injury to persons or possessions that may occur at any function held on this Facility, from any cause, whatsoever, prior to, during, or subsequent to the period covered by this Agreement. Renter shall be responsible for the control and supervision of the people in attendance during the use of the facility to ensure no harm is done to persons or property.

8. LIABILITY INSURANCE

The Renter must submit within thirty (30) days of the reservation date, documentation of a certificate of insurance showing evidence of liability insurance to cover the event and use of Facility at the Fresno Fair. The certificate of insurance must provide a minimum of \$1 million in coverage limits and include HCNYC as the certificate holder and as an additional named insured for the event and use of the Facility.

8. AGREEMENT

This Agreement constitutes the entire Agreement between the parties hereto and shall not be modified except in writing by both parties. The officer or representative of Renter executing this Agreement certifies that he or she has the duly authorized to enter into this Agreement on behalf of Renter. The information provided in this agreement is true and correct. The Renter has read and understands this Agreement and agree to all of the aforementioned rules, regulations, and conditions of use.

By signing below, Renter acknowledges that he/she has read and agrees to all above terms and conditions.

RENTER

**Hmong Cultural
New Year Celebration, Inc.**

Signature

Signature

Print Name

Print Name

Organization (If Applicable)

Hmong Cultural New Year Celebration, Inc.
Organization

Date

Date

Attachment A

FACILITY INFORMATION

NAME OF FACILITY	AREA SQ. FT.	DINING CAPACITY	SEATING CAPACITY	COST	REQUIRED DEPOSIT
Industrial Building	25,000	1,667	3,871	\$4,500	\$2,250
Commerce Building	25,000	1,667	3,871	\$2,500	\$1,250
Agricultural Building	19,000	1,200	2,700	\$3,000	\$1,500
Education Building	11,000	733	1,571	\$2,500	\$1,250
Gem & Minerals Building	4,760	250	680	\$1,000	\$500
Paul Paul Theatre	NA	NA	5,000	TBD	TBD

1. The following services shall be included in the Facility Use Agreement:
 - Tables
 - Chairs
 - Stage
 - Alcoholic Beverage Control License
 - Free Parking at the Chance Avenue Parking Lot

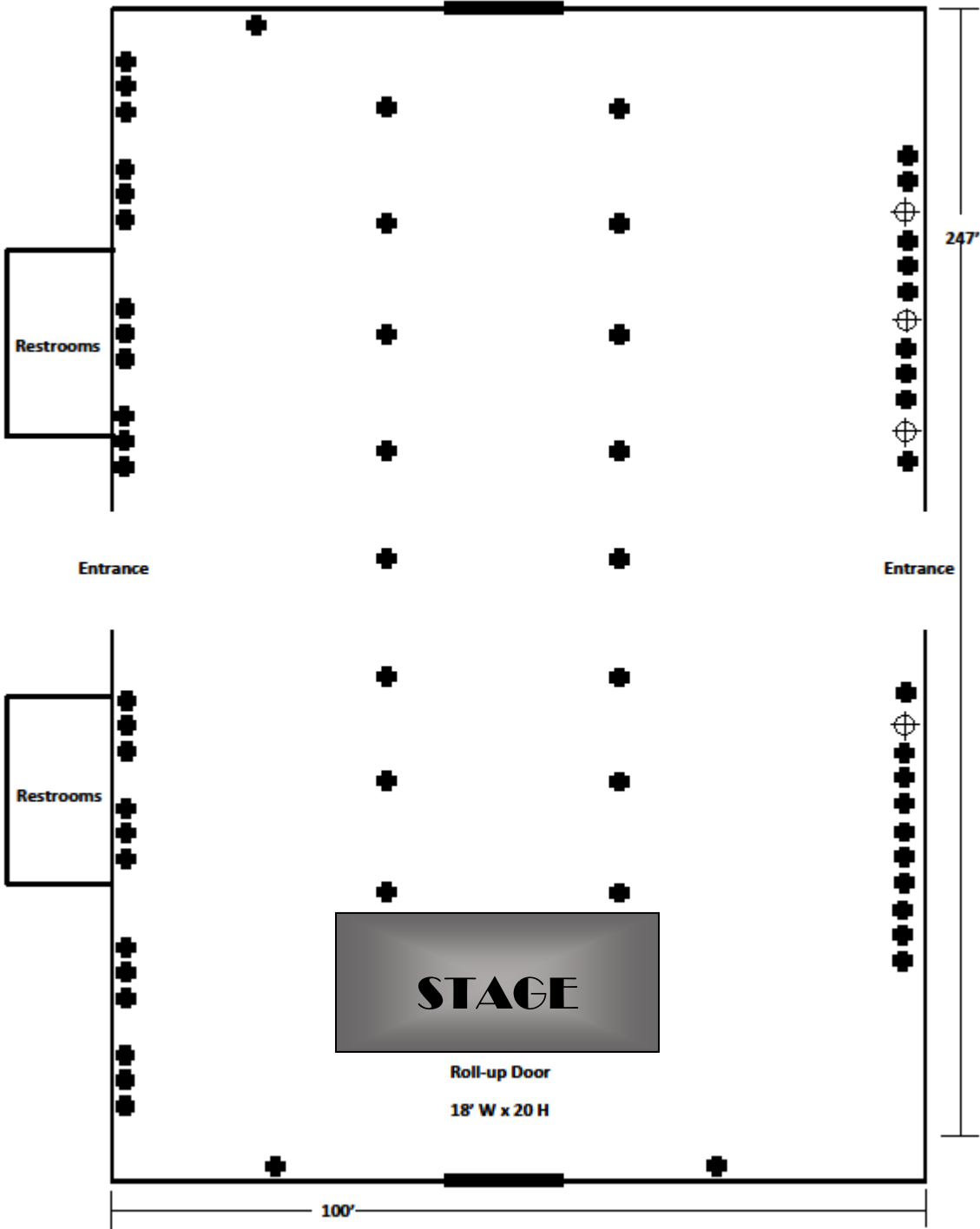
2. Use of the **Industrial Building** shall include the following:
 - Sound
 - Sound Engineer
 - Lighting
 - Decorations

Industrial Building

25,000 sq. ft.

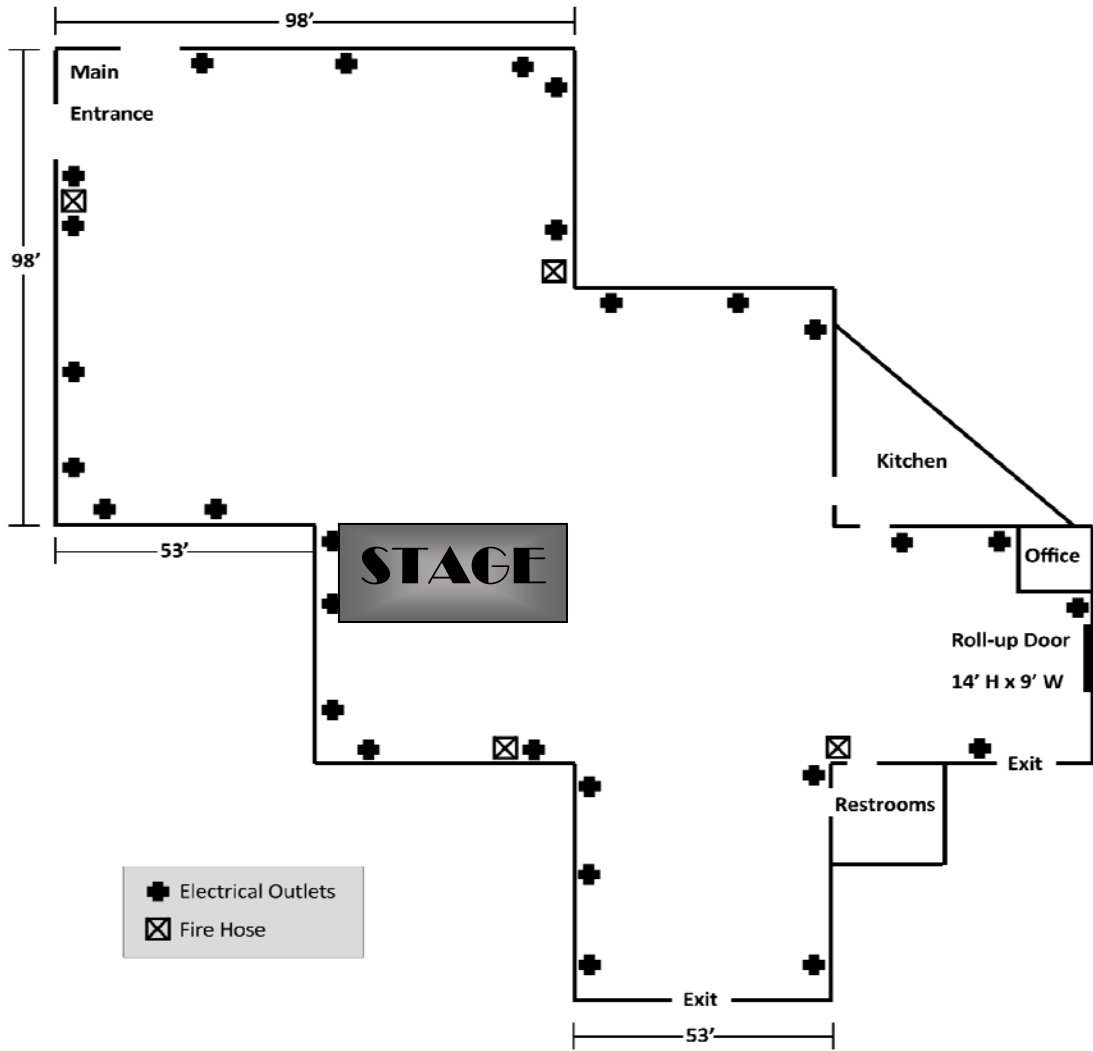
■ Electrical Outlets ⊕ Water Outlets

Roll-up Door
18' W x 20 H



Commerce Building

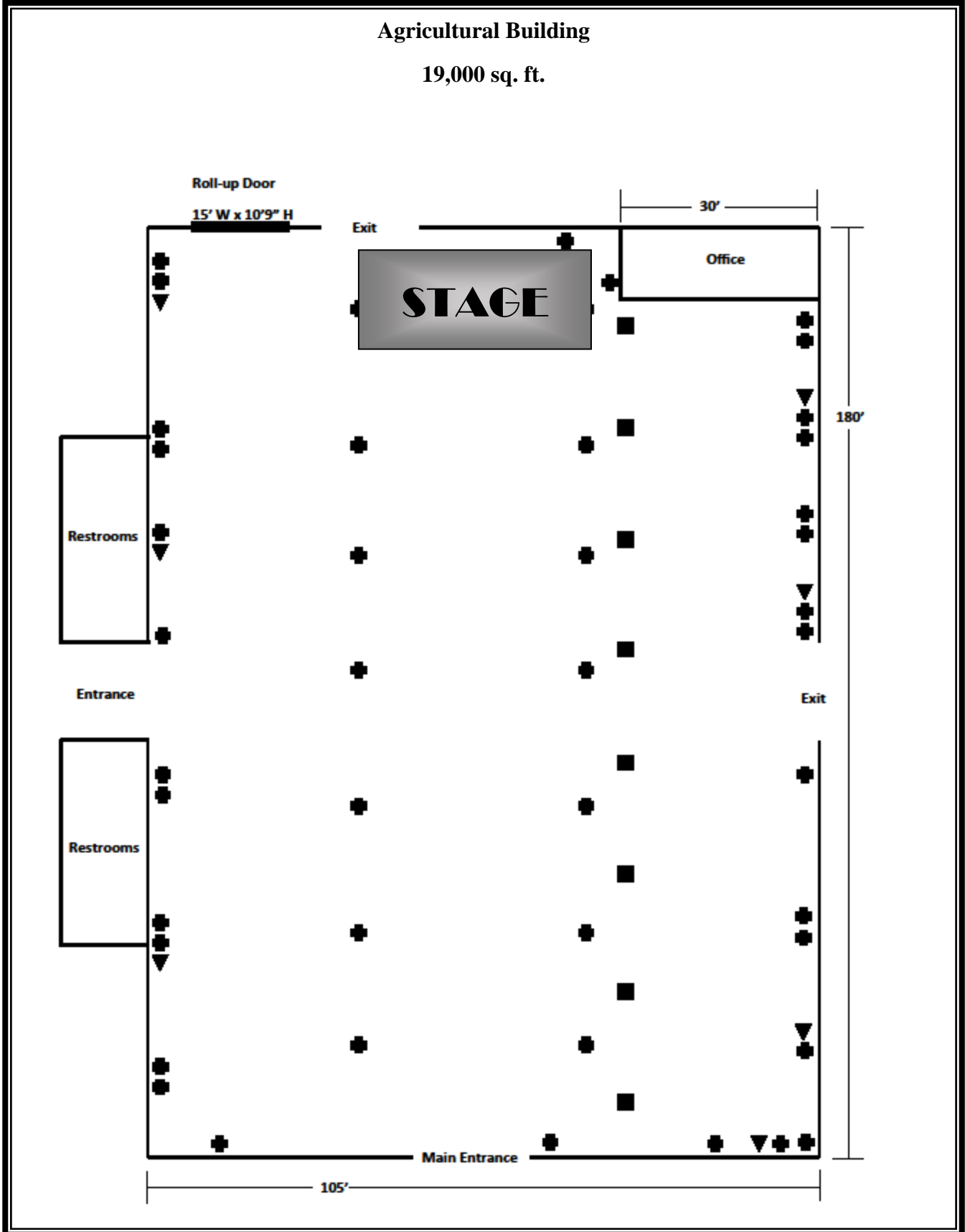
25,000 sq. ft.



* Floor electrical outlets throughout

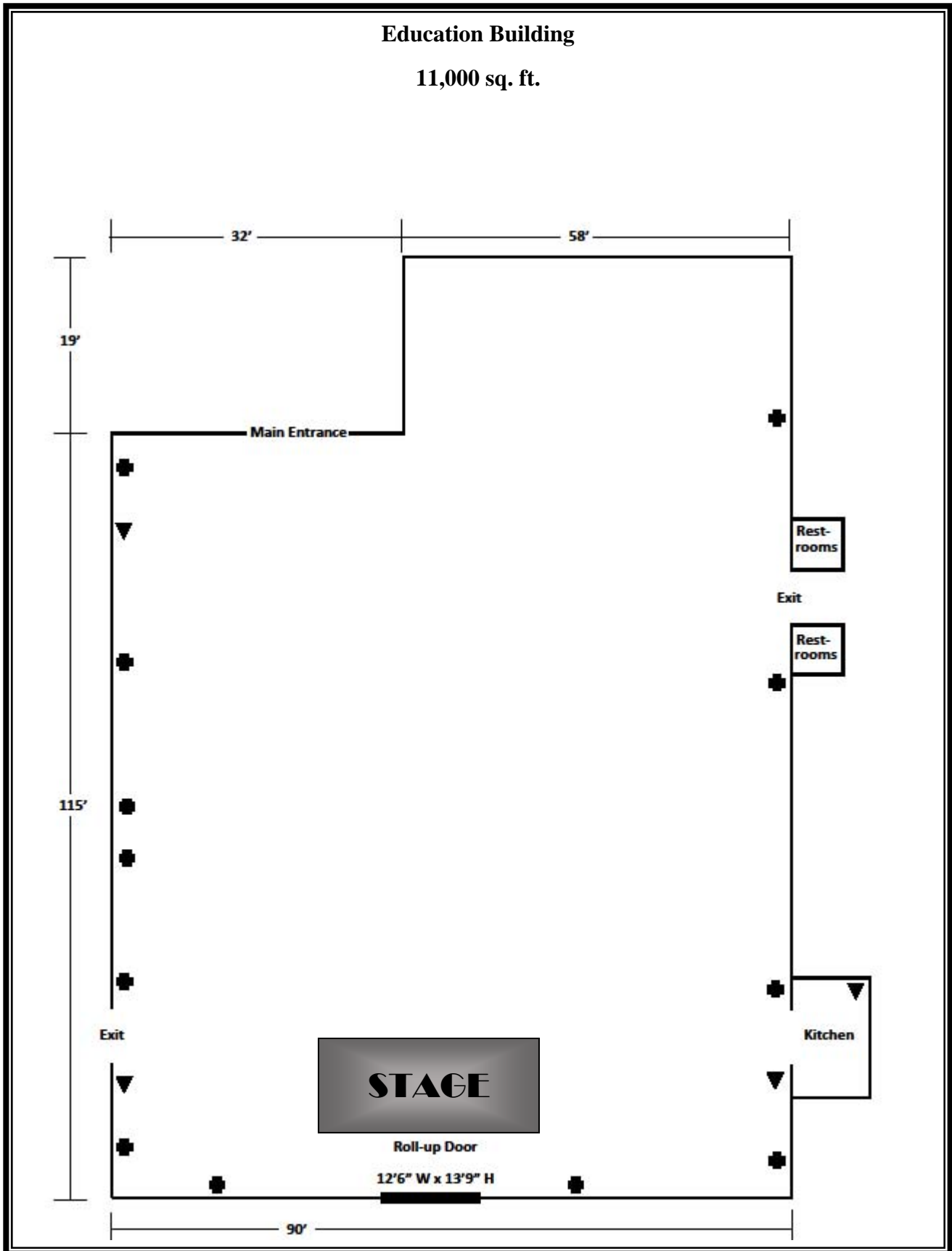
Agricultural Building

19,000 sq. ft.



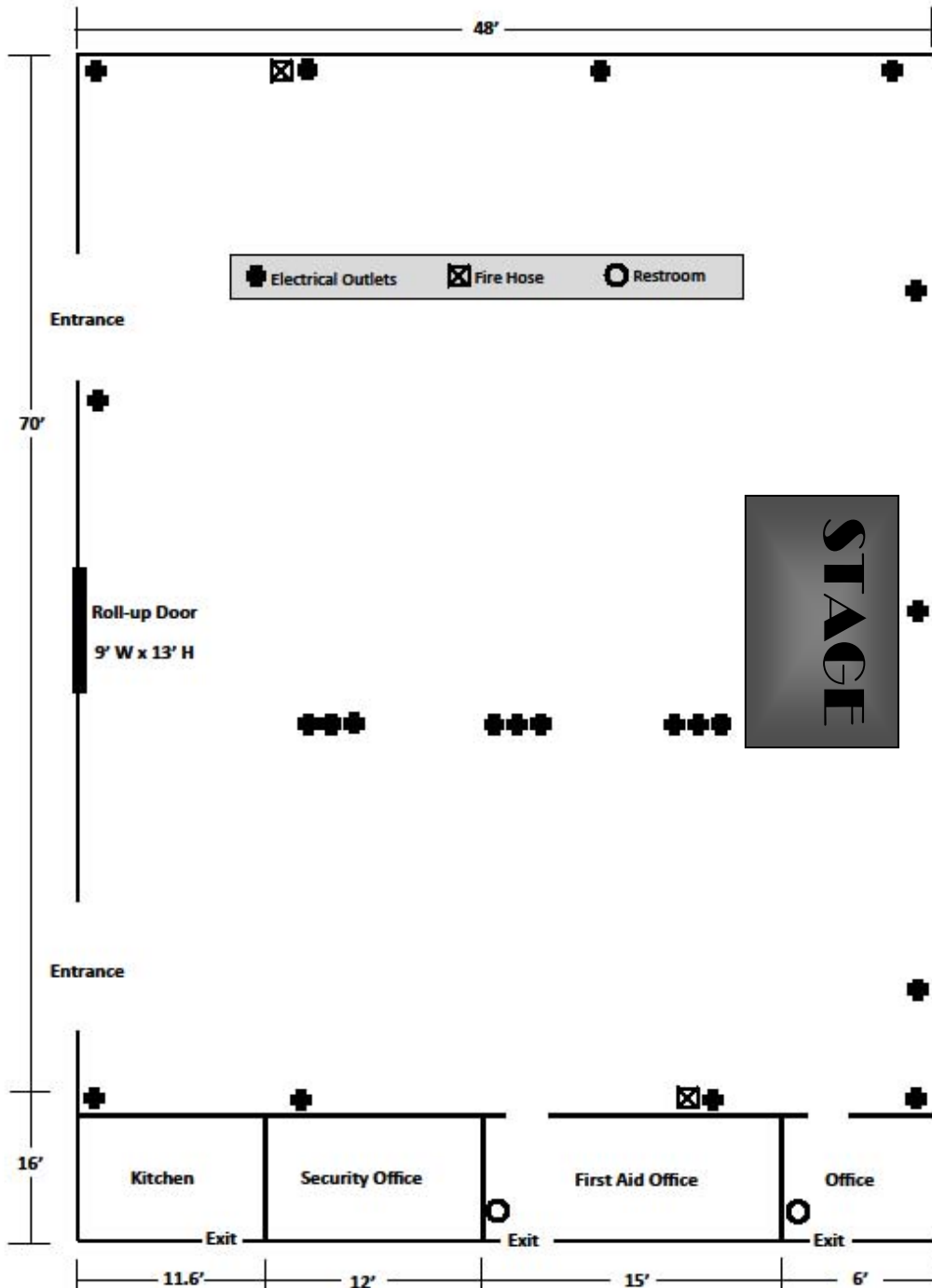
Education Building

11,000 sq. ft.



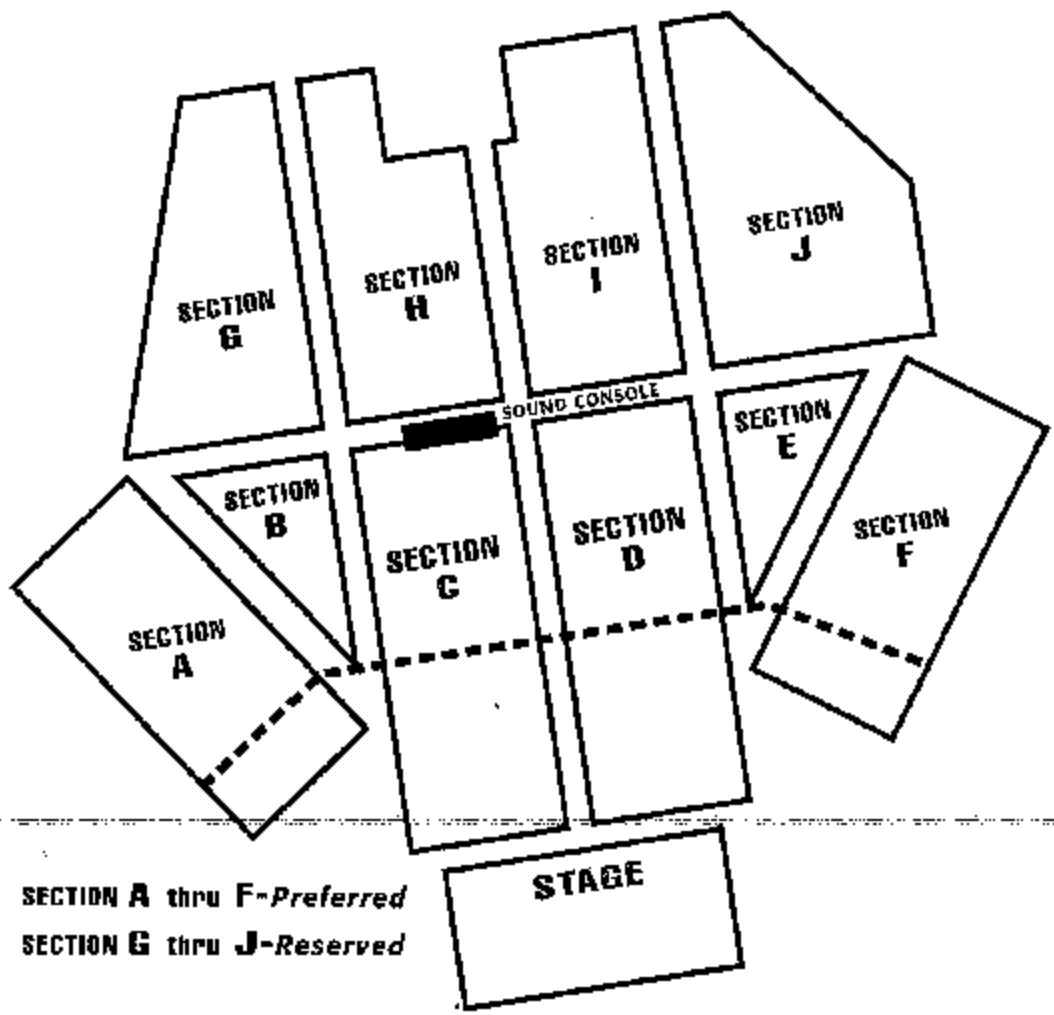
Gem & Minerals Building

4,760 sq. ft.



Paul Paul Theatre
Seating Capacity 5,000 people

PAUL PAUL THEATER



SECTION A thru **F**-Preferred
SECTION G thru **J**-Reserved