

Building Blocks for Kids Collaborative Community and Family Center

Rental Interest Form

Thank you for your interest in renting space at the Building Blocks for Kids Collaborative Center for Health and Healing!

All rentals are subject to availability. Facility rentals are open to partners and members of the general community. Please fill out this form and submit to Evelyn J. Santos, via email at ESantos@bbk-richmond.org. You can reach Evelyn at (510) 232-5812 if you have any questions. Once we review your form, we will contact you confirming availability.

Name of Primary Contact: _____

Name of Organization (if applicable): _____

Address: _____ **Contact**

Number: _____ **Email:** _____

Rates:

Please note, a \$200 deposit is required for all rentals. The deposit will be returned after inspection and only if space is in same condition as before the rental.

Location	Resident Rate	Partner Rate
Downstairs Multipurpose Room (Only) 310 9 th Street, Richmond, CA 94804	\$55/hour	\$65/hour
Downstairs Multipurpose Room and Kitchen 310 9 th Street, Richmond, CA 94804	\$55/hour	\$65/hour
Multipurpose Room (Plus kitchen, and interview room) 310 9 th Street, Richmond, CA 94804	\$65/ hour	\$85/hour
Multipurpose Room (Plus kitchen, and interview room) 310 9 th Street, Richmond, CA 94804	\$350.00/Monthly Up to 3 hours per week	\$400/Monthly Up to 3 hours per week
Interview Room 310 9 th Street, Richmond, CA 94804	Free	\$25/hour
Conference Room 312 9 th Street, Richmond, CA 94804	Free	\$35/hour
Work Stations and Lounge	Free	\$35/hour
Work Stations 312 9 th Street, Richmond, CA 94804	Free	\$25/hour
Lounge 312 9 th Street, Richmond, CA 94804	Free	\$25/hour

I am interested in renting: (please check those that apply)

- Multipurpose Room (Only)*
- Multipurpose Room and kitchen*
- Multipurpose Room (Plus, kitchen, and interview room) **hourly***
- Multipurpose Room (Plus, kitchen, and interview room) **monthly***
- Interview Room*
- Conference Room*
- Work Stations and Lounge*
- Work Stations*
- Lounge*

Dates and Times of Interest:

Please enter each event on a separate row; you need only enter monthly reservations once but please include start and end date. Also, please make sure to consider set-up and clean-up time;

<i>Location</i>	<i>Dates or Monthly</i>	<i>Start time and end time</i>	<i>Expected numbers</i>

Purpose: Please briefly describe the purpose of your event or activity

Terms:

1. Applications are due with payment within five (5) working days prior to scheduled rental date;
2. Primary contact person must be at least 21 years of age;
3. Rentals for groups of minors must be supervised by adults at least 25 years of age;
4. All decorations, signs and banners must NOT be affixed using staples, nails, or screws;
5. All decorations, signs, banners, posters, advertising must be completely removed (including tape);
6. User is expected to leave the room(s) according to *Community Guidelines*
7. User is expected to pay for any damage caused to the facility as a result of activity. Any security deposit will be partially or completely forfeited if the facility is not left clean and orderly or if any items are damaged or broken.

FOR OFFICIAL USE ONLY

Method of Payment

Cash _____

Check # _____

Credit Card # _____ Exp. Date _____

Name on Card _____

Staff Initials _____ Date _____

FACILITY USE AGREEMENT

This Agreement is entered into this day, _____, by and between the Tides Center, BBK Collaborative (hereinafter referred to as "BBK COLLABORATIVE") and _____

(hereinafter referred to as "USER") concerning the use of the premises and facilities operated by the BBK COLLABORATIVE located at 310 and 312 9th Street, Richmond, CA 94804.

1. The USER hereby engages BBK COLLABORATIVE, and its staff, if agreed to as set forth below, for use of the facilities described below and BBK COLLABORATIVE agrees to furnish the same on the following terms:

a) Scheduled date and days of use from _____ to _____.

b) Start time _____.

c) Ending time _____.

d) The rates to be charged by BBK COLLABORATIVE are as follows: _____.

e) Description of the facilities as follows:

_____.

f) Any areas of the facility that are specifically excluded from the agreement:

a. _____

b. _____.

2. Services to be provided by BBK COLLABORATIVE include:

__Staff to open space prior to event and staff to lock the building at the end of the event

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3. USER acknowledges that the BBK COLLABORATIVE shall not provide program supplies for USER.

4. The USER agrees to carry general liability insurance with limits of at least \$1 million per occurrence, to provide protection from any activities in, on, about, or otherwise related to the USER's use of the facility. In addition, if relevant to the planned activities of the USER, the BBK COLLABORATIVE may require the USER to carry automobile and/or workers' compensation insurance. BBK COLLABORATIVE will require reasonable proof of such insurance in the form of a certificate of insurance. The certificate shall state that the BBK COLLABORATIVE is to be given 30 days notice of cancellation of the USER's insurance. At the discretion of the Tides Center, the Tides Center will be

covered as an additional insured on the general and auto liability insurance for liability arising out of the use of the facility, and the proof of insurance will reflect such coverage.

5. In further consideration of being permitted to enter the BBK COLLABORATIVE Community and Family Center for any purpose consistent with this agreement, including but not limited to evaluation or use of facilities or equipment, the USER hereby agrees to the following:

- a. THE USER HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the Tides Center, its directors, officers, employees, and agents(hereinafter referred to as "releasees") from all liability to the USER, its employees, agents, personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefor on account of injury to person or property or resulting in death of the*
- b. USER, whether caused by the negligence of the releasee or otherwise while the USER or its employees, clients, agents, or representatives are in, upon, or about the premises including use of any facilities or equipment therein.*
- c. THE USER HEREBY AGREES TO INDEMNIFY, DEFEND, SAVE, AND HOLD HARMLESS the releasees and each of them from any loss, liability, damage, or cost they may incur arising from the USER's operations at the BBK COLLABORATIVE premises, including but not limited to use of BBK COLLABORATIVE's equipment or facilities, regardless of whether such harm is caused by the sole or partial fault of the releasees.*
- d. THE USER HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE that may be incurred arising from the USER's operations at the BBK COLLABORATIVE premises, including but not limited to use of BBK COLLABORATIVE equipment of facilities, regardless of whether such harm is due to the sole or partial fault of the releasee.*
- e. THE USER further expressly agrees that the foregoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the laws of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.*
- f. It is agreed and acknowledged that USER is not an employee, agent, independent contractor, affiliate, or representative of BBK COLLABORATIVE and has no authority to bind Tides Center to any obligation to any third party. BBK COLLABORATIVE may terminate this Agreement and cancel USER's use of premises and facilities if USER, USER's employees, agents, enrollees or guest, fail to abide by the Conduct Guidelines as outlined in the program guide (attached) of Tides Center, or if USER, USER's employees, agents, enrollees or guest do not conform their conduct to generally acceptable behavior. Unacceptable behavior includes but is not limited to:
 - i. Leaving participants unattended at any time during classes/program/activities.*
 - ii. Striking or physically abusing another individual or participant.*
 - iii. Verbal abuse, i.e. use of foul or inappropriate language to any person.*
 - iv. Use of drugs or alcohol.*
 - v. Stealing.*
 - vi. Disregard for state health and Tides Center safety standards.*
 - vii. Neither this Agreement nor any duties or obligations under this Agreement may be assigned without the prior written consent of the Tides Center.**

- viii. *The performance of this Agreement by either party is subject to acts of god, war, government regulations, disaster, strikes, civil disorder, curtailment of transportation facilities or other emergency that make it inadvisable, illegal or impossible to provide the facilities. It is provided that this Agreement may be terminated for any one or more of such reasons by written notice from one party to the other.*
- ix. *If the premises shall be used or damaged by USER which puts the premises into a condition which is not decent, safe, healthy and sanitary, the USER agrees to make or cause to be made full repair of said damages and to restore the premises to the condition which existed prior to said damage in a timely manner. The USER shall not violate any City, County, of State codes or laws in or about the premises.*

THE USER HAS READ AND VOLUNTARILY SIGNS THE FACILITY USE AGREEMENT AND THE INCORPORATED RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements, or inducement inconsistent with the foregoing written agreement have been made.

Date

USER Representative or Designee

Date

Jennifer B. Lyle, Chief of Operations