

## WILLITS CENTER FOR THE ARTS

### RULES AND REGULATIONS FOR RENTAL AND USE

#### GENERAL POLICY:

- A. The facility of Willits Center for the Arts (WCA or CENTER) shall be used primarily to serve the recreational, cultural and civic activities and programs sponsored by the WCA Board of Directors and Mission.
- B. The WCA may be used by other groups and/or organizations when not in use for activities sponsored by the WCA.
- C. Use of the CENTER shall be determined in accordance with the following listed priority use classifications:
  - a. First Priority shall be granted to WCA sponsored or co-sponsored programs. b. Priority shall then be granted upon first receipt of application and deposit.
- D. Information regarding reservations of the CENTER may be made by contacting: **Sasha Thomas, Manager at 459-1726 or [manager@willitscenterforthearts.org](mailto:manager@willitscenterforthearts.org)** . An APPLICATION FORM must be filled out by the applicant and returned with rental fee, security deposit, and insurance certificate to be approved by the Manager at least one week prior to the planned event.
  - a. A 50% payment of the rental fee will reserve your event date.
  - b. ABSOLUTELY NO RESERVATIONS WILL BE MADE UNTIL FEES AND DEPOSITS HAVE BEEN PAID.
- E. Reservation for use of the facilities for any single event may be made up to one (1) year in advance, provided all fees and deposits have been made to the WCA at the time of submitting the reservations.
  - a. Recurring renters may schedule events for each month subject to prior board approval.
- F. If the facility has been rented for a one time event and left in a clean condition and without damage, the entire deposit shall be refunded. If at any time following the use of the facility, by the determination of the Manager, the facility requires cleaning or repair, the reasonable cost thereof will be deducted from the deposit and any remaining balance will be refunded.
- G. The rental of the Great Room includes the use of the upstairs rest rooms. The cleaning of the upstairs restrooms is the responsibility of the renter.

#### REGULAR/MONTHLY RENTALS

- A. Applicants wishing to rent all or a portion of the WCA facilities on a monthly basis will pay a one time cleaning deposit. If at any time during the rental month the facility fails to pass inspection after use, the amount of time it takes a WillitsCenter for the Arts

authorized representatives to clean the facility will be deducted from the cleaning/damage deposit at the cost of \$50.00 per hour. The renter will then be responsible for replenishing the deposit back to its original amount before the next class or event. B. WCA will give **1 month** notice to monthly renters if they are going to use facilities for special events or to change terms of the rental

CLEANING/DAMAGE DEPOSIT:

- A. The Cleaning /Damage Deposit will be refunded in full after completion of inspection following the use of the Center. Deposits do not accrue interest while held in trust by the WCA.
- B. If damage or additional cleaning is required after facility use it will be charged at \$50.00 per hour.
- C. The Cleaning /Damage Deposit will be refunded upon cancellation, up to 48 hours in advance prior to use, except in cases in which the facility has been reserved more than three (3) months in advance. In that event, the cleaning/damage deposit will only be refunded upon cancellation up to thirty (30) days prior to scheduled use.
- D. The cleaning/damage deposit will NOT be refunded at any other time than as specified above, except upon completion of inspection following the use of the facility.

APPLICANTS / RENTERS:

- A. Applicants are responsible for putting away all tables and chairs in a clean condition, sanitizing the bathrooms and removing any and all decorations after the event. All cleaning supplies will be supplied by the APPLICANT.
- B. The applicant is responsible for emptying the trash receptacles into the rear trash cans.
- C. The APPLICANT will be required to have both a before and an after inspection (walk through) with the Manager prior to receiving a refund of the cleaning/damage deposit. If the facility fails to pass inspection after use, the amount of time it takes a Willits Center for the Arts authorized representative to clean the facility will be deducted from the cleaning/damage deposit at the prorated cost of \$50.00 per hour.

CONDITIONS OF USE:

- A. Any individual, group or organization granted use of the Willits Center for the Arts shall abide by rules, regulations and conditions of use, and the following:
  - a. At NO TIME shall anyone have alcoholic beverages outside the building. This includes the parking lot and the city park.
  - b. Due to safety issues, at NO TIME should children be running in the building.

- B. Youth group reservations must be completed by a responsible adult sponsor. For every 10 minors using the Willits Center for the Arts, at least one adult chaperone will be present and names of such chaperones shall be furnished to the Manager 48 hours prior to use of the facility.
- C. Individuals or groups shall be held responsible for any loss or damage to the property that may occur during their use.
- D. All decorations will be provided by the applicant and must be removed prior to leaving the facility. Any decorations remaining will be discarded. The following guidelines are for decorating:
  - a. All decorations must be fireproof or of fire retardant materials.
  - b. At NO TIME shall exits be covered or obstructed.
  - c. NO duct tape or masking tape is to be used on the walls or woodwork.
  - d. Small nails or push pins are acceptable.
- E. Parties will be allowed to set up the night before their event at no extra cost provided the facility has not been rented out.
- F. Any use of facilities which includes the sale of merchandise, either primarily or secondarily, shall also require that vendors obtain a current business license/vendors permit from the City of Willits.

#### HIGH IMPACT/NOISE ACTIVITIES

- A. NO HIGH IMPACT ACTIVITIES SHALL TAKE PLACE IN THE GREAT ROOM OR CLASS ROOM DURING REGULAR GALLERY HOURS WHICH ARE THURSDAY-SUNDAY 11AM 5PM
- B. HIGH NOISE LEVEL activities are defined as activities that interfere with normal conversation in the galleries.
- C. HIGH IMPACT ACTIVITIES are defined as activities that shake the ceiling of the galleries and causing the lights to flicker, thus negatively affecting the viewing of displayed work. Examples of such activities are, but are not limited to, Running, Jumping and High Impact Exercise or Dance.
- D. The WCA reserves the right to determine what constitutes High Noise Level and High Impact Activities.

#### LIABILITY:

- A. The Willits Center for the Arts is not responsible for accidents, injury or loss of personal property during use. Proof of Liability insurance satisfactory to the WCA's insurance carrier naming the WCA as an additional insured by policy endorsement must be submitted. APPLICANT shall provide limits not less than \$2,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage. In the event alcohol is to be served or sold, the insurance certificate shall include evidence of coverage for liquor liability on terms acceptable to the WCA.

B. Individuals or organizations which are not eligible to use the facilities are as follows:

- a. Groups, for any reason, deemed at the sole determination of the Willits Center for the Arts, not to be acting in the best interest of the community.
- b. Any group or individual, political or otherwise that advocates the overthrow of the United States Government or the State of California, or any political subdivisions thereof, by force or violence or other unlawful means.
- c. Under no circumstances will the Willits Center for the Arts furniture and/or equipment be removed from the facility.
- d. If law enforcement is required to respond, their full cost will be borne by the applicant.

CAPACITY

- A. The maximum occupancy of the Great Room is 175, and the Classroom is 35. The occupancy of these respective rooms will not exceed these maximums.
- B. At NO TIME is smoking allowed within the building or within 200' of an entrance or window.

ALCOHOLIC BEVERAGE POLICY:

- A. For events that are open to the PUBLIC
  - a. All applicants for activities involving the use of alcoholic beverages shall first secure a permit for such activity from the City Police Department prior to approval by City Manager/Designee.
  - b. The applicant must obtain written permission from the Alcoholic Beverage Control Board and submit a copy of the permit along with the WCA Rental Application.
- B. Consumption of alcoholic beverages is permitted at the Willits Center for the Arts in accordance with the following procedures:
  - a. NO alcoholic beverages will be consumed outside the Willits Center for the Arts.
  - b. NO alcohol shall be served, furnished, sold or given in any way to any person under the age of 21 years; to any obviously intoxicated person; or in any other manner which is in violation of the laws of the State of California.
- C. For public events Beer and Wine service may be sponsored and poured by the WCA upon prior approval by the board.
- D. Private reservations do not require an ABC license but are under discretion of the manager.

#### SECURITY:

- A. All applicants selling alcohol at a PUBLIC event are required to have licensed uniformed security officer(s) from an agency approved by WCA present at all functions. Security shall be furnished and paid by the Applicant. The number of security guards will depend on the size of the event and the Security Company will advise on how many are needed.
- B. Applicant, and its security personnel, will be responsible for the following:
  - a. Enforcing the occupancy limits for persons attending the Great Room and the Classroom.
  - b. Watching for underage drinking - Be prepared to show I.D.
  - c. All parties will be shut down at 12:00 midnight.
  - d. Assuring that all Rules and Regulations in this document are adhered to.
  - e. Applicant, WCA and its security personnel have the right to shut down any party at any time for violation to the Rules and Regulations in this document.

#### SCHEDULE OF USE FEES:

- A. It is the applicant's full responsibility to insure all fees and applications are completed and submitted in a timely manner to WCA.
- B. All fees received by the Willits Center for the Arts for use of the Willits Center for the Arts shall be deposited in a fund to be used for the purpose of maintaining and upgrading the buildings and/or furniture and equipment and/or Willits Center for the Arts operating expenses.
- C. Groups leaving the facilities early, either by choice or on request, must still pay the full fees for which they applied.

#### CANCELLATION OF PERMIT:

- A. The WCA shall have the authority to cancel and/or terminate any permit and require immediate termination of the event upon finding:
  - a. That the applicant misrepresented or misstated any fact in the application.
  - b. That the use or proposed use will be detrimental to the physical integrity of the facility itself or be adverse to the mission of the WCA.
  - c. That the activity or a significant part thereof is contrary to Federal, State or local laws, or rules and regulations governing the use of the facility.

INSURANCE REQUIREMENTS FOR THE WILLITS CENTER FOR THE ARTS

The WCA, its manager, officers and volunteers are not responsible for and shall be held harmless and fully indemnified by the user for any claims arising out of accidents, personal injury, damage to or loss of personal property, or wrongful death that occur during or result partially or entirely from use of the Willits Center for the Arts. The indemnification provided by this para

graph shall cover all acts whether negligent, grossly negligent or intentional. The WCA shall be allowed to select legal counsel and be reimbursed for legal costs for any matter covered by this paragraph. Proof of liability insurance naming the Willits Center for the Arts as Additional Insured must be submitted to the WCA prior to the commencement of any function.

Applicant shall provide limits not less than \$ 2,000,000.00\* combined single limit per occurrence for bodily injury, personal injury and property damage. In the event liquor is to be served or sold, the insurance certificate shall include evidence of liquor liability. I certify that I have read the Rules and Regulations and agree to the terms within.

\_\_\_\_\_

Applicant Signature

\_\_\_\_\_

Date \_\_\_\_\_

\* Many homeowners insurance and business policies include this type of coverage. Ask your provider for details. If not included in your policy a one-time rider may be purchased for a fee, e.g. eventhelper.com.