

SEQUOIA CONFERENCE CENTER

Rules/Regulations Governing Use

**SECTION I
GENERAL**

1. The RENTER and all persons in attendance shall act in accordance with all federal, state, county and city laws, regulations and Sequoia Conference Center policies and procedures during the RENTER's use of the facilities. Violation of such laws or policies may subject a person (or persons) to possible HCOE sanctions as well as legal penalties.
2. The sale of food related items may require a food permit from the County of Humboldt. If food items will be sold, RENTER agrees to contact the Consumer Protection Department at (707) 445-6215 for clarification. If required, RENTER agrees to obtain the appropriate food permit and to provide a copy to the Conference Center Manager or designee at least ten (10) calendar days prior to the event.
3. Smoking is prohibited in and around the Sequoia Conference Facility.
4. Controlled and illegal substances are forbidden at all times.
5. No illegal activity of any kind shall be permitted on the premises.
6. Consumption of alcohol on HCOE property, outside of the Sequoia Conference Center, is prohibited.
7. For all public and private events where alcohol is sold, it is the RENTER's responsibility to ensure that a proper permit for the sale of alcohol is obtained from the State of California Alcohol Beverage Control (ABC) Department. Alcohol is considered to be "sold" when exchanged for cash, tickets, or tokens, or when the price of the event includes alcohol. RENTER is responsible for ensuring compliance with all applicable laws and requirements related to the sale and use of alcohol at RENTER's event. The Humboldt County ABC Office, located at 1105 Sixth Street, Suite C, Eureka, is open weekdays, 8 a.m. to 12 noon. The website is www.abc.ca.gov/districts.asp, and the phone number is (707) 445-7229. A copy of the ABC permit and proof of valid liquor liability insurance (with HCOE named as an additional insured) must be provided a minimum of ten (10) calendar days prior to the event. If proper documentation is not provided, HCOE has the right to cancel the event, and RENTER shall forfeit the deposit. It is important to allow time for processing of ABC and insurance requests in order to meet the deadline stated above.
8. The RENTER shall insure that alcoholic beverages are not accessible or served to persons under age 21 or to persons who appear to be intoxicated.

Community Relations

Attachment B—AR 1335(b)

9. As determined by the Conference Center Manager or designee, a certified and insured bar tender may be required.
10. Food must be available during the time alcohol is served or sold.
11. The RENTER shall provide adequate supervision while utilizing the Center. HCOE reserves the right to full access of all activities at any time to insure that rules and laws are being observed. HCOE has the right to suspend any individual or group from the Sequoia Conference Center if the behavior is determined to be abusive, destructive, or in violation of any Conference Center rules, without a refund.
12. The Conference Center is available for use between 7:00 a.m. and 10:00 p.m. Sunday through Thursday and available between 7:00 a.m. and midnight Friday and Saturday. It is the RENTER's responsibility to allow for set up and clean-up time when scheduling. Clean up time may be extended beyond midnight for special events that are scheduled up to midnight with advance approval of the Conference Center Manager or designee.
13. Monday through Friday events involving more than 150 people cannot be scheduled to begin between 8:00 and 8:30 a.m. or to end between 4:30 and 5:30 p.m. per City of Eureka restrictions pertaining to traffic on surrounding city streets.
14. Amplified music is allowed until midnight Friday and Saturday nights. The noise level must not exceed the noise standards set by the City of Eureka at hourly dBA 45 and maximum dBA 65.
15. Non-service animals and firearms are not permitted in the conference center without prior authorization from the Conference Center Manager or designee. Additional requirements may apply.
16. Displays or signs must be approved by the Conference Center Manager or designee. Any materials used for promotional or political purposes must display a prominent statement and verbal disclaimer that the views expressed at the event are not supported or endorsed by HCOE.
17. No program or part of an event shall contain matter which might tend to cause a breach of the peace, incite to riot, or which constitutes subversive doctrine or seditious utterance or which advocates for changes in our form of government or social order by violence or unlawful method.
18. RENTER shall not move walls or change configuration. RENTER shall diligently maintain all facilities at all times, and return the facility to the same condition as received, with the exception of normal wear and tear.
19. A cleaning checklist is provided for each room. It is the RENTER's responsibility to complete all of the items on the checklist prior to leaving the facility.

20. RENTER agrees to participate in a pre- and post-inspection of the facility.
21. This permit is not transferable.
22. RENTER may reserve more than one date for a sequence of events, with the understanding that each event is treated as a separate rental and will require individual contracts and deposits. A single event that is scheduled for more than one day, as long as the days are consecutive, can be treated as a single event with one contract and security deposit.
23. Use of kitchen by RENTER, or catering company contracted by RENTER, will require a pre-use orientation with Conference Center Manager or designee.
24. A copy of any advertisement, marketing material or invitation used to promote an event is to be provided to the Sequoia Conference Center and will be kept on file until the conclusion of the event.

SECTION II INSURANCE

RENTER shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with RENTER's use of the facility. RENTER shall provide proof of insurance in accordance with HCOE's requirement outlined below. Approval of proof of insurance is required no less than ten (10) days prior to the scheduled event.

RENTER shall provide comprehensive general liability coverage. The general liability policy is to contain, or be endorsed to contain, the following provisions:

1. **Commercial General Liability insurance** which shall include contractual, products and completed operations coverage, bodily injury and property damage liability insurance with combined single limits of not less than \$1,000,000 per occurrence, or \$2,000,000 per occurrence if alcohol is served at the event.
2. **HCOE, its officers, officials, employees and volunteers are to be covered as insured** with respect to liability arising out of rental, maintenance or use of that part of the premises leased to the RENTER.
3. **The RENTER's insurance coverage shall be primary** insurance with respect to HCOE, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by HCOE, its officers, officials, employees or volunteers shall be excess of the RENTER's insurance and shall not contribute with it.

HCOE reserves the right to modify insurance limits based upon the scope of the RENTER's event, prior to the final execution of the Rental Agreement.

RENTER agrees to indemnify, defend, and hold harmless, HCOE and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses, including attorney fees arising out of RENTER's use of HCOE's facility, caused in whole or in part by any negligent act of the RENTER, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of HCOE.

RENTER is responsible for Workers' Compensation insurance as may be required under California Labor Code.

SECTION III SECURITY

Security may be required for event functions as determined by the Conference Center Manager or designee. This will be determined at the time of the event booking. Security may be required for large events such as concerts, special event celebrations, etc. Considerations include size and purpose of the event, as well as anticipated participants, use of alcohol, etc. When security is required, RENTER is required to contract with Guard Card certified security guards. Security is to begin at the start of event and remain in effect until event concludes and all attendees have left the property. When required, the standard is not less than one security guard for every 100 people and one extra guard for the parking lot. The hired security guards have the authority to end an event if any of the following occur: number of people exceeds the number of people on Rental Agreement, if participants are excessively consuming alcohol, are found consuming alcohol outside of the Sequoia Conference Center (i.e. in parking lot, in cars) or using other drugs, or if the public's safety is at risk. HCOE has the final authority to determine the minimum number of guards for each event.

SECTION IV FIRE AND SAFETY REGULATIONS

1. At no time shall there be more people admitted to the facility or any room thereof than the legal capacity allows.
2. No flammable decorations shall be used unless flame resistant or flame proof in accordance with the California State Health and Safety Codes.
3. No device that produces flame, spark, smoke or explosion (including fireworks) shall be used on the premises, with the exception of tea lights and approved outdoor cooking units.

4. ALL event participants are expected to participate in HCOE disaster and fire drills should they occur during meeting time. In the event of an earthquake, participants are required to duck, cover, and hold until the movement stops, then leave when instructed that it is safe to do so by HCOE staff. In the event of a fire, participants are to evacuate the building by the nearest exit in an orderly manner.

**SECTION V
RENTERS**

The use of HCOE facilities shall be determined, in part, based on the nature of the group. The priority order for usage is as follows:

1. Professional Development and Special Events (K-12 Education)
2. Post-secondary Education Use (CR/HSU)
3. Non-educational Government Agencies
4. Non-profit Organizations
5. For-profit Organizations
6. Private Weddings, Reunions, or Parties

Notwithstanding the above priority listing, please note that once an event is scheduled and the security deposit paid, the confirmed event will not be bumped.