

Eureka Main Library Branch
Large Meeting Room Rental Agreement

THIS RENTAL AGREEMENT, made this _____ day of _____, 20_____, at 1313 3rd Street, Eureka, California, by and between the COUNTY OF HUMBOLDT, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and _____, hereinafter referred to as "TENANT";

WITNESSETH:

The COUNTY is the manager of certain real property commonly known as the Eureka Large Meeting Room at 1313 3rd Street, Eureka, California, hereinafter referred to as "ROOM".

TENANT desires to obtain permission to certain acts upon COUNTY'S property.

IT IS AGREED AS FOLLOWS:

(1) COUNTY grants to TENANT permission to use a portion of the ROOM described as follows:

Use of the Conference Room for a meeting place with associated use of Women's and Men's Restroom as shown upon the Floor Plan attached as Exhibit A. TENANT will have use of the identified areas of the building on:

the _____ day of _____, 20_____, from _____:_____ (am/pm) to _____:_____ (am/pm) or as separately agreed to, in advance, between TENANT and COUNTY in writing. TENANT agrees to keep the ROOM clean, orderly, and secure at all times. TENANT will be held liable for any damage to ROOM that occurs through their use.

(2) The rent for the use of the premises as set forth in Paragraph 1 is \$50.00 per day. The full sum is due and payable on the execution of the Rental Agreement.

(3) COUNTY will coordinate with TENANT to provide access to the ROOM as required.

(4) This Rental Agreement is personal to the TENANT. It is non-assignable, and any attempt to assign this Rental Agreement terminates it.

(5) TENANT shall not enter upon or be entitled to use ROOM or any portion thereof unless and until a certificate or policy of general liability insurance has been obtained by TENANT, and submitted to the COUNTY, naming the County of Humboldt as additional insured. The certificate or policy shall provide for the minimum coverage per the below:

Comprehensive or Commercial General Liability Insurance Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Service Office Commercial General Liability coverage (occurrence form CG 00001), in an amount of \$1,000,000 per occurrence for any one incident, including personal injury, death and property damage. If a general aggregate limit is used, either the general limit shall apply separately to this project or the general aggregate shall be twice the required occurrence limit.

ATTACHMENT 2

(6) The TENANT agrees to indemnify and hold harmless and, at its own risk, cost, and expense, defend the COUNTY, its Board of Supervisors, officers, agents, employees, and volunteers from and against any and all liability expense, including defense costs. Legal fees and claims for damages arising from TENANT negligence, intentional acts, or breaches of this Agreement. Indemnification with respect to defense costs shall be made at the time COUNTY incur such costs.

(7) Should TENANT fail to deliver the certificates/policy of insurance as specified in paragraph 6, this Rental Agreement shall terminate immediately.

(8) TENANT shall vacate the premises and surrender to the COUNTY in the event the COUNTY, at its sole discretion, requires the premises for emergency use.

(9) TENANT and all TENANTS Guests shall abide by the Humboldt County Library Meeting Room Rules.

(10) The TENANT and all TENANT's Guests shall abide by and comply with any state, county, or city law or ordinance governing the use of the premises including, but not limited to, noise abatement, crowd control, fire ordinances, parking ordinances, and public nuisances.

(11) The GROUP shall vacate the premises to LIBRARY or the COUNTY in the event the COUNTY, at its sole discretion, requires the premises for emergency use.

IN WITNESS WHEREOF, this Rental Agreement has been executed by the parties hereto on the day and year first written above.

COUNTY OF HUMBOLDT:

TENANT:

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

Exhibits:

A – Floorplan of ROOM

B – Humboldt County Library Meeting Room Rules