### SAMOA PACIFIC GROUP, LLC 5251 Ericson Way \* Arcata CA 95521 \* 707-822-9000 \* Fax (707) 822-9596

### FACILITY USE APPLICATION : Samoa Women's Club

Facility Use Date:		
Type of Event:		
Name of sponsoring organization or individual		
Contact Individual:		
Contact Phone: (home)	(work)	
Refund Deposit to:		
Name	Address	
Time you intend to enter the facility:		
Time you intend to vacate the facility:		
Estimated number of people attending:	Age grou	ıp:
Please check the appropriate box:	YES	NO
Will there be amplified music?		
Will there be alcoholic beverages served?		
Will there be alcoholic beverages sold?		
Will there be food served?		
Will there be an admission charge?		
Will there be contributions solicited?		
Will there be sales of merchandise?		
Is the event open to the general public?		

The undersigned, acting as representative of the organization entering into this agreement, certifies that the above information is correct, agrees to pay the regular fees 30 days prior to the event, has read and agrees to obey the attached rules and regulations, and assumes full responsibility for any damages sustained to the buildings, grounds, furniture, or equipment, and for the acts and conduct of all persons admitted to the premises.

The undersigned further agrees to hold the Samoa Pacific Group, LLC, its agents, volunteers, and any other person, firm or corporation charged or chargeable with responsibility or liability, free and harmless from any and all claims, demands, damages, costs, expenses, loss of service, action and causes of action by any person or persons for injuries to persons or loss of damages to property occasioned by or in connection with the use of the facilities, equipment and premises caused by any source whatsoever.

Signature

Date

## Rules and Regulations Governing the use of the Samoa Women's Club

- 1. Users are allowed access only to the facility/rooms that were reserved through the permit application. Unauthorized use of additional rooms will result in additional rental fees, forfeiture of security/damage deposit and/or possible forfeiture of future facility usage.
- 2. Agreement for use of facilities shall be on an as-is and as equipped basis.
- 3. All users must pay a facility deposit 7 days after reserving facility to secure reservation. Deposit must be turned in with application. All remaining event requirements, insurance and fees are due and payable 10 days prior to the scheduled event.
  - a. The facility deposit is fully refundable provided the facility is restored to its original condition and keys have been returned to our office. If additional cleanup is required or damage is sustained to the facility or its equipment, all or part of the security deposit shall be forfeited. Should additional cleanup or repairs be required, additional charges may apply. Should there be no additional cleanup or damages and the keys have been returned, the full deposit shall be refunded within 21 calendar days.
- 4. All users must submit a certificate of insurance in the amount of one million dollars (\$1,000,000.00) which names Samoa Pacific Group, LLC, Danco Property Management, and Danco Builders as certificate holder and includes an endorsement to the policy with Samoa Pacific Group, LLC, Danco Property Management, and Danco Builders named as additional insured. Each certificate shall contain a 30-day cancellation notice to Samoa Pacific Group, LLC.
- 5. Prior to the event all users proposing to sell alcoholic beverages must submit proof of compliance with the Alcohol and Beverage Control Board. The can be reached at (707) 445-7229
- 6. Prior to the event all users proposing to sell food items must submit proof of compliance with the regulations of the County of Humboldt Department of Public Health. They can be reached at (707) 445-6200.
- 7. Users are responsible to monitor and maintain the posted facility occupant load. Exceeding the posted occupant load will result in cancellation of the event.
- 8. The Samoa Pacific Group, LLC reserves the right of full access to all activities at any time to insure all rules and laws are being observed. The Samoa Pacific Group reserves the right to suspend any individual or group from using the facility if their behavior is determined to be abusive, destructive, or in any violation of any government rule, without refund.
- 9. For some events, users may be required by Samoa Pacific Group, LLC to provide outside security services at users expense.
- 10. Adult chaperones (1 per 20 youths age seventeen and younger) are required for all youth activities and must remain present at all times.Names and phone numbers of chaperones must be submitted one week prior to the event.

- If a maintenance issue arises during regular business hours 8 a.m. to 5 p.m., Monday-Friday please call (707) 822-9000. If a maintenance emergency occurs outside regular business hours please call our maintenance emergency line at (707) 825-1586.
- 12. Cancellation of Reservation: Reservations may be cancelled up to 30 days prior to use, with a full refund. Such requests must be in writing, signed and returned to the Samoa Pacific Group, LLC office for the event to be recognized as officially cancelled. If a user wishes to cancel an event less than 30 days prior to use, any refund will be less a cancellation fee.

# Regulations Pertaining to Facility Set-up & Clean-up

- 1. The user is responsible to set up, take down, return to storage location, all equipment, and restore the facility to the appropriate condition.
- 2. All beverage storage containers, such as ice tubs, beer kegs, etc., are restricted to the kitchen or outside only.
- 3. All decorations must be flameproof and removed at the end of the event. Only decorations that can be fastened and supported by removable tape are allowed. The use of silly string is prohibited. Nails, hooks, tacks, staples or screws may not be used.
- 4. Furniture, equipment, utensils, etc., must be used for its intended purpose (i.e. chairs or tables are not to be stood on). If damage occurs to furniture or equipment, renter will be charged the replacement value for said item.
- 5. Following each event, the user shall ensure that floors are swept, ash receptacles are emptied, and that generally, the facilities (both inside and out) are left in a neat and clean condition. Facility must be mopped if necessary. Graffiti in restrooms, near telephones, or anywhere else, must be removed. Garbage must be place in plastic bags and placed in provided garbage cans.
- 6. If the renter does not wish to clean, or failed to do so, Samoa Pacific Group, LLC will do so at \$40.00 per hour. Maintenance hours will be deducted from the security deposit.
- 7. If kitchen facilities are used, sink and stove must be left clean. Dishes, posts, pans and cooking equipment must be thoroughly washed, dried and returned to the proper storage location.

# Regulations Pertaining to Dances, Parties and Amplified Music

- 1. Lighting for all dances must be sufficient to ensure the safety of all participants.
- 2. Amplified music shall only be allowed during the following times:
  - a. Friday and Saturday no later than midnight
  - b. Sunday Thursday no later than 9:00pm.
- 3. All doors and windows must be kept closed during those periods where Amplified music is played.
- 4. Noise levels from the amplification system must comply with the noise regulations of Samoa Pacific Group, LLC.

- 5. During the dance, a public announcement must be made by the user asking the participants to not litter the surrounding neighborhoods and to not be noisy outside the facility.
- 6. Clean-up of the surrounding facility is required by 9:00am the morning after the event.

# **Regulations Pertaining to Alcoholic Beverages**

- 1. Food must be available during the time alcoholic beverages are served. If the event is open to the public, admission price must include one free serving.
- 2. The user is responsible to maintain sufficient control of the event; this includes participants, the facility, and the surrounding area. If Samoa Pacific Group, LLC determines there is insufficient control, an event may be cancelled.

### Parking:

There is to be NO guest parking in front of tenant housing. Any parking space in front of the houses is reserved for the tenant(s).

Acceptance of all rules and regulations: (Pages 1-3)

Signature

Date

To cancel reservations please complete below and mail to: 5251 Ericson Way, Arcata CA 95521 or Fax to (707) 822-9596.

Please cancel our reservation for the following date:

Signature

Date

Samoa Women's Club

Rental Fees and Reservation Requirements

### Capacity: 75 people

Schedule of Rates

Hours of Use	Fee
Two – Four	\$300
Five-Eight	\$450
Over 8 hrs.	\$550

## Amenities:

-Wireless internet
-Easel
-Deck & boardwalk
-Fireplace

-BBQ -Full kitchen -(7) tables & (50) chairs

\*Staff is not included

Deposits and Rental Fees

\$150 deposit is required 7 days after reserving facility Deposits are refundable provided there is no damage to the facility Rental fees are due 10 days prior to the event

Insurance

One million dollar certificate of liability and an endorsement naming Samoa Pacific Group, LLC Danco Property Management, and Danco Builders as additional insured. See the facility rules and regulations for insurance specifics.

Discounts 20% off for official 501(c)(3)

# Insurance Requirements for the use of the Samoa Women's Club

- 1. One million dollar (\$1,000,000.00) Certificate of Liability Insurance
- 2. Must include an endorsement naming the following entities as additional insured
  - a. Samoa Pacific Group, LLC
  - b. Danco Property Management
  - c. Danco Builders
- 3. Endorsement shall include physical address: 115 Rideout, Samoa, CA 95564
- 3. Must include a separate endorsement with primary wording
- 4. Cancellation shall read as follows: Should any of the above-described policies be cancelled before the expiration date thereof, the issuing insurer will mail 30 days written notice to the named additional insured. All wording "Endeavor to", "But failure to…" must be struck out.

To avoid cancellation of your facility reservation, we suggest you share this information with your insurance broker, to make certain the certificate and endorsement letter comply with our requirements.

Additional Event Insurance Information: If you do not have home owner's insurance or own your own business try Gales Creek Event Insurance at <u>www.galescreek.com</u>.