



**APPLICATION AND LICENSE AGREEMENT FOR
CONDITIONAL TEMPORARY USE OF MEETING
FACILITIES OF
CITRUS VALLEY ASSOCIATION OF REALTORS®**

LICENSOR: Citrus Valley Association of REALTORS® (“Association”)

LICENSEE: _____

USE DATE: _____, 20____

USE TIME: _____ a.m./p.m. to _____ a.m./p.m.

FACILITIES: _____ Education Center
Rancho Cucamonga/East

_____ Small Conference Room
Rancho Cucamonga/East

EQUIPMENT/SERVICES: (please indicate usage, pricing is on page 3)*

Education Center

Small Conference Room

Seats 40 classroom style
 _____ Coffee/Tea Service for _____ (amount)
 _____ Kitchen
 _____ A/V Equipment (check all that apply)
 _____ TV Monitors
 _____ Computer/Apple TV

6 office chairs 1 Conference Table
 _____ Coffee/Tea Service for _____ (amount)
 _____ Monitor

*\$100 Deposit due at date of reservation (Room not fully reserved until deposit is received)
 All fees must be received fifteen (15) days before event.

ASSOCIATION USE ONLY:

Deposit Received: _____ Insurance Received: _____ Total Fees Received: _____

THE UNDERSIGNED HEREBY AGREES TO ABIDE BY EACH OF THE TERMS AND CONDITIONS OF USE WHICH ARE ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE AS PART OF THE AGREEMENT BETWEEN THE PARTIES ("AGREEMENT").

Dated: _____

Intended Use: _____

Print name

Signature

Company Contact Information:

Address: _____

Phone: _____

E-Mail: _____



ASSOCIATION USE ONLY:

Received on: _____

Approved by: _____

The Citrus Valley Association of REALTORS® ("Association") makes available to members of the Association and the local community its meeting facilities located at 8229 Rochester Avenue Suite 120, Rancho Cucamonga, California 91730 on the following terms and conditions:

1. Availability. Rancho Cucamonga Education Center and Small Conference room (referred to hereafter as the "Facilities") at the Premises are generally available for use **Monday through Friday (holidays excluded) from 8:00 a.m. to 4:30 p.m.**

2. Application for Use of Facilities. Any person or group may apply to use the Facilities. Each applicant shall submit all forms and information required or requested by the Association by email to noakley@cvar.net. Application use times must include necessary set-up and tear-down times. In general, no application for use of the Facilities more than one year in advance will be considered. The Association reserves the right within the exercise of its sole discretion to deny an application for any reason whatsoever.

3. Reservation of the Facilities. Once an application for use of the Facilities has been approved, the person or group that applied to use the Reservation of the Facilities is accomplished by signing the written Application and License Agreement for Conditional Temporary Use of Meeting Room Facilities of Citrus Valley Association of REALTORS® ("Agreement") and depositing with Association the \$100 Deposit provided for in section 6. **The Deposit is required at the time of application approval.**

INITIALS

4. Cancellation of Reservation. A reservation will be deemed automatically canceled if Licensee fails to deliver to Association, not later than the 15th business day prior to the Use Date, all remaining fees for use of the Facilities along with required proof of insurance and all necessary permits. Licensee may cancel at any time on or before 30

days prior to the Use Date and be entitled to a full refund of the Cleaning Deposit provided for in Section 6 below and all use fees paid by Licensee to Association. In the event Licensee cancels less than 30 days prior to the Use Date, Association shall refund the amount paid minus the Deposit. **The acceptance of a reservation by Association does not guarantee or imply any right to use the Facilities, and Association reserves the right to cancel a reservation at any time and for any reason whatsoever by returning to Licensee the Cleaning Deposit and all fees paid.**

INITIALS

5. Use Fees. The following fees shall apply for use of the Facilities (“Use Fees”):
(Use hours include Licensee set-up/tear-down time)

	Association Member	Non-Member
Education Center – 4 hours minimum/ half day rate	\$ 200	\$ 400
each additional hour	\$ 50	\$ 100
full day rate (8 hours)	\$ 375	\$ 750
Small Conference Room – First Hour/First Rental	FREE	\$ 25
First Hour/ Subsequent Rentals	\$ 25	\$ 25
each additional hour	\$ 25	\$ 30
Additional Items		
Coffee/tea service (half-day rate)	\$ 25	\$ 60
Coffee/tea service (full-day rate)	\$ 50	\$ 120
A/V equipment (Education Center)	\$ 50	\$ 50
A/V equipment (Small Conference Room)	\$ 25	\$ 25

Association reserves the right to change its fees at any time without notice.

INITIALS

6. Deposit. In addition to the Use Fees, a deposit of One Hundred Dollars (\$100) for the Room Rental shall be paid to Association (“Deposit”). Licensee acknowledges receipt of the cleaning checklist for the Room Rental. In the event all of the checklist items are accomplished by Licensee promptly following the end of the event on the Use Date, the Deposit will be returned to Licensee. If any of the items on the cleaning checklist are not accomplished by Licensee on the Use Date, Association shall retain the Deposit as the reasonable cost of completing the cleaning of the Room Rental.

INITIALS

7. Facilities Setup, Decoration, and Restoration. Licensee will be allowed access to the Facilities on the Use Date for setup and decorating of the Facilities provided that Licensee does not interfere with the normal business activities of Association, events scheduled or any person using the Facilities before Licensee. All decorating is subject to the prior written approval of Association. Use of bolts, screws, staples, nails, glue, adhesive tape, candles, rice, confetti, birdseed or similar materials is strictly prohibited. The Facilities must be restored to its original condition before the conclusion of Licensee’s use of the Facilities. Association must be notified within two business days of intent to set up. A cleaning deposit of \$200 will be required.

INITIALS

8. Smoking, Animals, Food, and Beverages. Licensee shall not allow smoking in, around or near the Facilities before, during or after the Use Period. No animals other than service animals shall be allowed in, around or near the Facilities. Licensee may bring and serve food and beverages. In the event Licensee employs the services of a catering company, Licensee shall provide written proof in advance that the catering company maintains a currently effective policy of general liability insurance issued by an insurer admitted in California with coverage amounts of not less than \$1,000,000 per occurrence that names the Association as an additional insured. **No alcoholic beverages may be served unless Licensee provides written proof that the serving of alcoholic beverages on the Use Date has been properly permitted by the City of Rancho Cucamonga and California Department of Alcoholic Beverage Control.**

INITIALS

9. Use, Maintenance, and Damage. Licensee shall maintain the Facilities in a clean and wholesome condition that is free from any objectionable noises, odors or nuisances. Room temperature is automatically programmed and may be adjusted only by Association staff. **No more than 40 people shall be allowed inside the Facilities.** Licensee shall comply with all applicable laws and ordinances and obtain at Licensee's expense all licenses and permits required for the lawful use of the Facilities. Licensee shall not interfere in any way with the regular conduct of business by Association. All trash and rubbish shall be deposited only within receptacles provided by Association in areas designed by Association. Licensee shall not allow any hazardous material to be used, generated, manufactured, release, stored, disposed of, or transported at the Facilities or any adjacent area. Licensee shall be liable for (1) any and all damage to the Facilities, surrounding areas, and any equipment used by Licensee, and (2) all costs incurred by Association as a result of Licensee's use of the Facilities including without limitation, charges to respond to the alarm, and changing of the alarm pass code if deemed necessary in the sole discretion of Association. All cleaning requirements of the Association must be met by Licensee before the end of Licensee's use of the Facilities.

INITIALS

10. Insurance. Not less than seven (7) business days prior to the Use Date, Licensee shall provide evidence acceptable to Association that Licensee has a currently effective policy of general liability insurance issued by an insurer admitted in California, with coverage amounts of not less than \$1,000,000 per occurrence that names the Association as an additional insured. (For further information contact Karyn Gerwien at Farmers Insurance 909-599-5131.)

INITIALS

11. Prompt Departure. Licensee shall depart from the Facilities promptly following the end of the Use Period. Licensee shall be charged a late departure fee of \$50 for each one-quarter hour of time that the Facilities or any portion thereof is occupied by Licensee following expiration of the Use Period.

INITIALS

12. Indemnification. Licensee shall defend, protect, indemnify and hold harmless Association as well as the directors, officers, employees and members of Association from and against any and all claims from any cause arising out of or relating to this Agreement, including without limitation (a) the use or occupancy, or manner of use or occupancy, of the Facilities, (b) any breach of or default under this Agreement by Licensee, and (c) any action or proceeding brought on account of any matter related in any way to this Agreement or the Licensee's use and occupancy of the Facilities. Notwithstanding the foregoing, no defense, indemnification or hold harmless obligations under this Agreement shall relieve any insurance carrier of its obligations under any insurance policies

carried by either party pursuant to this Agreement. The indemnification obligations hereunder shall survive the expiration or earlier termination of this Agreement until all claims involving any of the indemnified matters are fully, finally, and absolutely barred by the applicable statutes of limitation. The prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs incurred in enforcing such indemnification obligations.

INITIALS

13. Release and Waiver. To the fullest extent permitted by law, and as a material part of the consideration to Association for this Agreement, Licensee hereby releases Association as well as the directors, officers, employees and members of Association from responsibility for, waives Licensee's entire claim of recovery for, and assumes all risk of (a) damage to property or injury to persons (including death) from any cause whatsoever, (b) damage to property or injury to persons (including death) as a result of events occurring outside the Facilities, and (c) business interruption or other consequential damages.

INITIALS

14. Assignment. This Agreement and the license granted hereunder are personal to Licensee and shall not, without the prior written consent of Association (which may be withheld in the sole and absolute discretion of Association) be assignable in whole or in part. Any change in control of the ownership of Licensee which differs from the control of ownership as of the date of this Agreement shall be considered a prohibited assignment of this Agreement and the license granted hereunder shall be deemed revoked.

INITIALS

15. No Lease or Tenancy. No legal title or leasehold interest in the Facilities shall be construed to have been created or vested in Licensee as a result of this Agreement, the license granted hereunder, of the use or occupancy of the Facilities. LICENSEE WAIVES ANY AND ALL RIGHTS OFFERED TO TENANTS OF COMMERCIAL REAL PROPERTY UNDER FEDERAL, STATE AND LOCAL LAWS AND ORDINANCES, INCLUDING WITHOUT LIMITATION CALIFORNIA CODE OF CIVIL PROCEDURE SECTIONS 1161 AND FOLLOWING.

INITIALS

16. Use of Association Name. Licensee may state the name and the address of Association in advertisements and notices concerning its use of the Facilities. However, Licensee shall not represent or imply that Association is sponsoring or endorsing Licensee's event. Any violation of this provision shall at the option of Association render this Agreement void.

INITIALS

17. Use of A/V Equipment. In the event Licensee is using the audio-visual equipment of Association ("A/V Equipment"), Licensee shall acquaint itself with the proper use of such equipment and thereafter properly use of the A/V Equipment so that the A/V Equipment is not damaged. Licensee will be held liable for any damaged equipment. The Association is available for training on use of A/V Equipment with reasonable pre-scheduling.

INITIALS

18. Miscellaneous Provisions. If any dispute arises between the parties concerning the breach, enforcement or interpretation of this Agreement, the prevailing party shall be entitled to all court costs including reasonable attorneys' fees. This Agreement constitutes the final, complete and exclusive statement among the parties with respect to the subject matter of the Agreement, supersedes all prior and contemporaneous understandings or agreements of the parties, and is binding on the parties' respective representatives, successors and assigns. Any

agreement modifying or terminating this Agreement must be reflected in a writing signed by the parties that specifically states that such agreement modifies this Agreement. Time is of the essence of each and every term, condition and provision of this Agreement in which time of performance is a factor. This Agreement shall be governed, enforced and construed under the laws of the State of California. Any action to enforce this Agreement shall be brought in the Superior Court of San Bernardino County. If any provision of this Agreement is found to be unenforceable, the remainder of this Agreement shall not be affected, and any provision found to be invalid shall be enforceable to the extent permitted by applicable law. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. Signed copies of this Agreement transmitted by facsimile, e-mail or other electronic means of transmission shall be as valid as an original "wet ink" signed copy.

INITIALS

The undersigned acknowledges and agrees to abide by all of the foregoing terms and conditions.

Dated: _____

Signature

Print Name