

## Agreement for Using Space at the Family Resiliency Center

(Community Kitchen)

### 1. Purpose

The purpose of this Agreement is to establish the terms and conditions under which \_\_\_\_\_ (the "User") may access and use the open shared space provided by First 5 San Benito.

### 2. Access and Use

2.1 Permission: First 5 San Benito grants the User permission to access and use the open shared space located at 351 Tres Pinos Road Hollister CA 95023.

2.2 Duration: This Agreement shall be effective from [\_\_\_\_\_] to [\_\_\_\_\_]

2.3 Conditions: The User agrees to use the open shared space in accordance with all applicable laws and regulations as well as First 5 San Benito's reasonable instructions and requirements for security of the facility. The space shall be used for the purposes specified below only.

2.4 Rental Fee and Deposit for Incidentals (For Regular Use of at Least Three Months):

A rental fee of \$25 dollars per hour.

Additionally, a deposit for of \$500.00 will be required. The deposit will be returned to the User at the end of the term, less any reasonable deductions for damage to the premises.

### 3. Responsibilities

#### 3.1 User Responsibilities:

The User is responsible for maintaining the cleanliness and orderliness of the space during use.

Any damage caused to the property during use shall be the responsibility of the User.

The User shall maintain a sign-in sheet for all individuals accessing the space showing names, ages, email addresses, and times of access. Copies of sign-in sheets shall be provided to First 5 San Benito upon request.

The user is to complete a kitchen item audit upon entry and upon finishing to insure all items are present.

#### 3.2 Purpose/Intent of Usage:

The specified uses of the space shall be [describe].\_\_\_\_\_

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### 3.3 Enrollment in First 5 San Benito's System:

The User must enroll in First 5 San Benito's system to keep track of events and activities within the shared space.

### 3.4

## 4. Term and Renewal

4.1 Initial Term: The initial term of this Agreement is from [\_\_\_\_\_] to [\_\_\_\_\_] during the days of \_\_\_\_\_ and hours from [\_\_\_\_\_] to [\_\_\_\_\_].

4.2 Renewal: Upon the expiration of the initial term, this Agreement may be renewed for successive terms by mutual agreement of both parties.

## 5. Insurance

The User shall obtain and maintain insurance or self-insurance coverage for its activities in the open shared space, including workers' compensation insurance and liability insurance covering any property damage or personal injury caused by the User, including, but not limited to, the employees, agents, and invitees of the User with an occurrence limit in the amount of at least 1 million dollars. The liability policy shall name First 5 San Benito as an additional insured and User will provide First 5 San Benito with a certificate of insurance establishing this insurance.

## 6. Indemnification

The User agrees to indemnify, defend, and hold First 5 San Benito harmless from any claims, injuries, losses, or damages arising out of the User's use of the open shared space except those injuries, losses, or damages are solely the result of First 5 San Benito's sole negligence

## 7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of California.

## 8. Miscellaneous

8.1 Amendments: Any amendments to this Agreement must be made in writing and agreed upon by both parties.

8.2 Notices: All notices under this Agreement shall be in writing and delivered to the addresses specified by each party by written notice.

IN WITNESS WHEREOF, the parties hereto have executed this Open Shared Space Agreement as of the Effective Date.

First 5 San Benito

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

[Public/Organization Name]

Signature: \_\_\_\_\_

Date: \_\_\_\_\_