

## Metta Fund Room Reservation and Use Agreement

This Room Reservation and Use Agreement (this "Agreement") is entered into as of \_\_\_\_\_, 20\_\_ (the "Effective Date") by and between \_\_\_\_\_ ("Licensee") and Metta Fund ("Metta Fund").

### Access and Use - General

Subject to the terms and conditions of this Agreement, Licensee shall have a revocable license (the "License") for access to the room/rooms reserved by Licensee only during the block of time reserved by Licensee in accordance with the request and reservation procedures set forth below. Any such reserved period includes Licensee's set up, decorating, clean up and removal of personal belongings, all rental equipment and display materials. The meeting rooms are situated in a business environment and are meant for meeting and training purposes. No use of the room(s) shall disturb Metta Fund employees and invitees. Metta Fund reserves the right to decline uses of its conference rooms to any person or entity in the sole discretion of Metta Fund. Use of a room does not imply Metta Fund support of any views of Licensee or its participants. Further, Metta Fund is not in any way responsible for the activities that Licensee conducts in the room and, except as provided herein, there is no agreement between Metta Fund and Licensee with respect to such activities. Licensee is prohibited from using the room for activities that influence legislation within the meaning of Internal Revenue Code ("IRC") Section 4945(e) or to carry on, directly or indirectly any voter registration drive. By entering into this agreement, Licensee represents that it is currently exempt from taxation under IRC Section 501(c)(3).

Any set up changes to the room(s) must be requested 24 hours prior to meeting date. The room(s) are available for use Monday – Friday from 8:00 AM – 4:30 PM only, subject to Metta Fund's use requirements and prior reservations. The Licensee shall be limited to reserving the room(s) no more than twelve (12) working days per calendar year. The rooms have a maximum capacity of 40 people each and Licensee agrees not to exceed the foregoing maximum capacity limitation. Licensee acknowledges that Metta Fund has not made any representations or warranties with respect to the room(s) reserved by Licensee and that the same are being provided in their "as-is," "where-is" and "with all faults" condition, without representation or warranty of any kind. This Agreement does not constitute a lease, but rather merely grants to Licensee a privilege to use the reserved room(s) in accordance with the terms and provisions set forth herein.

### Request and Reservation Procedures

In the event that Licensee desires to reserve one or more rooms during the term of this Agreement, Licensee shall complete and submit to Metta Fund a Metta Fund Community Room Reservation Request form, a copy of which can be found on Metta Fund's website. Each reservation request will be subject to availability, review and approval by Metta Fund's Director of Administration. This Agreement shall govern the terms of any room reservation by Licensee during the term of this Agreement. In the event of a conflict between the terms of this Agreement and a written request for room reservation, the terms of this Agreement shall prevail.

### Insurance

Licensee shall, at its sole cost and expense, procure and maintain, with respect to the room reserved hereunder commercial general liability insurance for a single occurrence limit of not less than \$1,000,000 and aggregate amount of not less than \$2,000,000, and such other insurance as Metta Fund may reasonably designate. No later than one week prior to room use, licensee shall deliver to Metta Fund certificates evidencing the insurance required hereunder prior to any use of the room(s) reserved by Licensee hereunder. All insurance carried by Licensee pursuant to this paragraph shall (i) be primary and non-contributory, (ii) provide for severability of interests, and (iii) be issued by insurers licensed to do business in the State of California and which are rated A:VII or better by Best's Key Rating Guide.

### **Indemnification and Hold Harmless Agreement**

Neither Metta Fund nor its affiliates, nor their respective members, principals, beneficiaries, partners, trustees, shareholders, directors, officers, employees, mortgagees, contractors, agents, invitees or guests (collectively, "Metta Fund Parties") shall be liable for and Licensee agree(s) to indemnify, defend (with counsel reasonably acceptable to Metta Fund) and hold harmless Metta Fund and the Metta Fund Parties from and against any and all liabilities, obligations, suits, damages, penalties, claims, costs, charges and expenses (including without limitation reasonable attorneys' fees and other professional fees) that may be imposed upon, incurred by, or asserted against Metta Fund or any of the Metta Fund Parties and arising, directly or indirectly, out of or in connection with the use of the room pursuant to the License granted hereunder. The provisions of this paragraph shall survive the expiration of this Agreement.

### **No Liability**

Metta Fund shall have no liability for any damaged, lost and/or stolen property or items belonging to Licensee left on the premises. Any items left in the room by Licensee may be disposed of by Metta Fund without notifying Licensee and Metta Fund shall bear no liability as a result of such disposal.

### **Miscellaneous**

The term of this Agreement shall commence on the Effective Date and shall expire at year end December 31. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of California. Any provision of this Agreement that is prohibited or unenforceable under applicable law shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement. This Agreement constitutes the entire agreement with respect to the matters set forth herein and supersedes all previous written or oral agreements or representations made by either party relating thereto. No changes in or waivers of any provision of this agreement shall be binding unless executed in writing by the party making such waiver. The failure of Metta Fund to exercise any of its rights under this Agreement shall not be deemed to be a waiver of such rights.

Licensee acknowledges having received and read Metta Fund's Room Use Requirements and Licensee Responsibilities listed in Addendum A and incorporated herein by reference. Licensee agrees to abide by all such regulations and procedures. Without limiting the foregoing, Licensee acknowledges and agrees that:

By execution of this Agreement, Licensee agrees to comply with the policies for the use of the conference space contained therein, all of which are incorporated herein by reference. Licensee acknowledges and agrees that if Licensee does not comply with the policies, any reservation(s) made by Licensee hereunder may be cancelled or Licensee may not be invited back to use the meeting space. Licensee further agrees to complete the checklist in Addendum A at the end of the meeting and to check in with the conference coordinator before leaving the meeting space.

**Accepted and Agreed To:**

**Instructions**

- **501(c)(3) organizations and government organizations:** Please fill out the Licensee section with your organization's information.
- **Fiscally sponsored projects:** Please fill out the Licensee section with your fiscal sponsor's information and include the project name.

**Licensee**

Organization: \_\_\_\_\_

Fiscally sponsored project's name: \_\_\_\_\_

Authorized Signer's Name: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

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

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

**Metta Fund**

Name: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

## Addendum A

### **Metta Fund Room Use Requirements**

1. Caterers shall have access to the room(s) only within the User's reserved period of time.
2. User shall have sole responsibility for any and all damage caused by any person or persons in attendance. User shall replace any fixtures, equipment or supplies missing from the rooms following use in a manner acceptable to Metta Fund.
3. Tablecloth and/or other protective covering must be used to prevent scratches and damage when equipment with a hot or metal base are brought in and placed on top of the conference room tables.
4. Before moving the tables around, please unlock the wheels by lifting the lever to upright position to prevent the wheels from getting damaged.
5. Unless the parties mutually agree otherwise in writing prior to the User's reservation, Metta Fund does not provide storage and is not liable for User's materials, loss or disappearance of User's materials, supplies, or equipment. Any items left in the room may be disposed of by Metta Fund without notifying User.
6. Metta Fund does not provide administrative support, use of copier or supplies.
7. The serving of red wine is **not** allowed in meeting rooms.
8. The use of adhesive tape on walls, hanging of banners on the walls or the hanging of any devices from the ceiling is prohibited.
9. Use of lobby areas outside of rooms is prohibited unless otherwise approved by Metta Fund at the time the room is reserved.
10. Damage to the room, including carpet cleaning will be payable by User.
11. User shall not assign its rights or duties hereunder without the specific permission of Metta Fund.

### **User Responsibilities at Conclusion of Room Use**

- TABLES:** Cleared of all dishes and meeting materials and cleaned with towel and soap mixture, which can be found in the kitchen under the sink.
- CHAIRS:** Brushed clean of food crumbs and then pushed in neatly around the table.
- VISUAL AIDS:** Wipe white boards, if used, and remove used sheets of easel paper from pad.
- METTA FUND COMPUTER, PROJECTOR, CABLES:** Properly shut down all computer equipment and return to original set-up.
- BEVERAGE & FOOD SET-UP:** Clear everything from the meeting room. Empty and rinse out coffee carafes, if used, and leave on the kitchen counter. Remove leftover food from premises, or place any leftover food in the proper compost bin. If a caterer was used, please have them pick up any equipment, table settings, beverage stations, etc. within the same day and timeframe of the User's meeting room reservation.
- RECYCLING, COMPOSTING AND TRASH:** Make sure to separate recycling, compost and trash and place in the appropriately marked bins.
- KITCHEN:** Counter wiped clean when done with dishes. Floor swept if needed.
- FEEDBACK FORM:** After you use the room, Metta Fund will send you an online form so you can provide us with more information about your use of the space, experience and how it supported your organization's mission. Your feedback will provide Metta Fund with the documentation needed to provide this free service to the San Francisco non-profit community.

**Name of person responsible for above:** \_\_\_\_\_

**Email:** \_\_\_\_\_ **Phone:** \_\_\_\_\_