

Superior California Investments LLC

THE ATRIUM

FACILITY USAGE RULES AND REGULATIONS

**General**

- Cancellation policy: Three days notice of cancellation is required in order to receive a refund
- Reservation forms must be completed and returned to the Property Manager and approved **before** your event can be entered on the calendar.
- Reservations will be taken Monday through Friday from 8:00 a.m. to 4:45 p.m.
- You will receive an approved and signed copy of your reservation, which you will need to have with you on the day of your event. Reservation forms without Property Manager's signature are **NOT** valid.
- Reservation must be signed by a responsible adult, 21 years of age or older.
- The individual or group reserving the facility assumes full responsibility for the conduct of the guests at their function.
- Reservations for activities involving minors require chaperones. For every 10 minors using the facility, not less than one adult chaperone must be present at all times during the event or activity. Names of such chaperones shall be furnished to the Property Manager at least five (5) days prior to the function or the function will be subject to cancellation.
- Superior California Investments LLC is not responsible for any property lost or stolen during an event, or any items left behind.
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**Atrium Reservation:**

\$300 (Nonprofits)

\$500 (Profits and Private Parties)

**Insurance is required:**

- **Insurance must be received by Michele Goedert, property manager, 1510 Market Street, Redding CA 96001 ten (10) days prior to your reservation date. If not received by that date your reservation will be canceled.**
- For information call Property Manager at 243-6968.

**A deposit of \$500 to cover costs incurred by Superior California Investments LLC for setup, damage or cleanup, is required:**

- **Damage deposit must be received by the Property Manager, 1510 Market Street, Redding CA 96001 seven (7) days prior to your reservation date. If not received, your reservation will be canceled.**
- Refunds are issued through Superior California Investments LLC. Users should receive a refund check within two to three weeks after their reservation date.

**Multiple Reservations**

Maximum of three (3) reservations per year

**Selling alcoholic beverages**

- Must be a non-profit organization.
- Must obtain written approval from the Property Manager.
- Must obtain your liquor license from the State of California, Alcoholic Beverage Control Department.
- Must obtain additional liquor liability insurance.

### **Selling Food**

- Must be non-profit organization.
- Must obtain the Property Manager's approval.
- Contact the Health Department for rules and safety guidelines for selling food.

### **Decorations**

- **Cellophane or duct tape, adhesives, nails, screws, staples, tacks or any other devices which may mar or leave a residue on walls or polished concrete floor are prohibited.**
- Throwing birdseed, rice, confetti or other similar material is prohibited.
- **Glitter** is prohibited.
- All decorations and tape must be removed from the area after your event.

### **Restrictions**

- **Clean polished concrete floor with water only.** No cleaning solution whatsoever may be used on polished concrete floor.

### **Amplified Sound**

- Amplified sound is allowed only between the hours of 6:00 pm – 2:00 a.m. No more than seventy-five decibels at a distance of 50 yards from source.

### **Security**

The Property Manager reserves the right to require uniformed security personnel and/or attendant service for any function at the discretion of the Property Manager or his/her designee. Applicant shall provide guards at applicant's expense. These security guards must be employees of a company licensed under the State of California Private Investigator Act.

### **Surrender of Premises:**

Event Holder shall surrender the Premises to the Property Manager clean and in the same condition as received, all at Tenant's expense. Tenant shall surrender all keys to the Premises to the Property Manager. Tenant shall repair any damage to the Premises in a prompt and workmanlike manner. Tenant shall remove all of its furniture, equipment, decorations, etc. Tenant's obligation to observe or perform the covenants contained in this Article shall survive the expiration or termination of the rental agreement.

**Reservation will be canceled if above requirements are not met seven (7) prior to your event.**

***NOTE: Superior California Investments LLC reserves the right to cancel any event due to unforeseen circumstances.***

## TERMS AND CONDITIONS OF USE OF THE ATRIUM

1. **Assignment:** No person or organization other than the applicant or the applicant's authorized agent is allowed to conduct the event for which the reservation is issued. The reservation shall not be transferred or assigned; any such transfer or assignment shall void the reservation.
2. **Permits from Other Agencies:** Reservation shall be invalid if the applicant has not obtained all necessary permits or approvals required by law, including, without limitation, required permits from the Health Department, or Alcoholic Beverage Control Department.
3. **Responsibility for Restoration and Repair:** The applicant is solely responsible for any necessary restoration and repair of Superior California Investments LLC-owned property resulting from his or her scheduled activity.
4. **Costs of Activity:** Unless otherwise stated in the reservation, or on a separate written agreement, all costs incurred for the activity shall be borne entirely by the applicant. The applicant waives all claims for indemnification or contribution from Superior California Investments LLC for any costs associated with the activity.
5. **Responsibility for Damage; Indemnification:** Superior California Investments LLC and all its officers, agents, employees and volunteers shall not be answerable or accountable in any manner for injury to or death of any person, including, but not limited to, the applicant, persons employed by the applicant, persons acting on behalf of the applicant, or persons attending or participating in the activity, or for damage to property from any cause. The applicant shall be responsible for any liability imposed by law and for injuries to or death of any person, including, without limitation, the applicant, persons employed by the applicant, persons acting on behalf of the applicant, or persons attending or participating in the activity, or for damage to property arising out of the scheduled activity permitted and done by the applicant under any permit, or arising out of the failure on the applicant's part to perform his or her obligations under any permit in respect to the scheduled activity or from any cause whatsoever during the scheduled activity or at any prior or subsequent time during which work or other activities are being performed under the obligations provided by and contemplated by the permit.

The applicant shall indemnify and defend Superior California Investments LLC and all its officers, agents, employees and volunteers, from any and all claims, losses, suits, actions, damages, and liability for damages, including attorney's fees and other costs of defense incurred by Superior California Investments LLC whether for damage to or loss of property or injury to or death of person, including, without limitation, the applicant, persons acting on behalf of the applicant, persons employed by the applicant, persons attending or participating in the event, or injury to properties of Superior California Investments LLC and injury to or death of Superior California Investments LLC's, officers, agents, employees, agents and volunteers, arising out of, or resulting from the scheduled activity, or arising out of the failure on the applicant's part to perform his or her obligations under any permit, or from any cause whatsoever during the scheduled activity, or at any prior or subsequent time during which work or other activities are being performed under the obligations provided by and contemplated by the reservation or other permit, except as otherwise provided by statute.

The applicant waives any and all rights to any type of expressed or implied indemnity against Superior California Investments LLC, its officers, agents, employees and volunteers. It is the intent of the applicant and the Superior California Investments LLC that the applicant will indemnify, hold harmless and defend Superior California Investments LLC, its officers, agents, employees and volunteers, from any and all claims, suits or actions as set forth above regardless of the existence of degree of fault or negligence, whether active or passive, primary or secondary, on the part of Superior California

Investments LLC, the applicant, persons employed by the applicant, acting on behalf of the applicant, or persons attending or participating in the scheduled activity.

6. **No Precedent Established:** The issuance by Superior California Investments LLC of a facility reservation shall not establish a precedent and shall not obligate Superior California Investments LLC in any way to issue subsequent reservations for the same or similar events or to the same applicant.
7. **Responsibility to Maintain Structures and Materials:** The applicant agrees, by acceptance of the approved reservation form, to properly maintain any and all structures and materials used or required during his or her activity or at any prior or subsequent time during which work or any other activities are being performed under the reservation.
8. **Cancellation of Rights:** The permitted activity may be canceled, postponed or terminated at any time if, in the opinion of the Superior California Investments LLC, or its agent, conditions present unacceptable hazards.
9. **Modification:** Superior California Investments LLC may, at any time, modify and abrogate these general terms and conditions and any special terms and conditions imposed on the reservation and/or activity.
11. **Americans With Disabilities Act:** The applicant understands and agrees that it will comply with the obligations of Titles II and III of the Americans with Disabilities Act of 1990 in the conduct of the activity, and further agrees to indemnify, save harmless and defend Superior California Investments LLC, its elected officials, officers, agents, employees and volunteers, from any claims or liability arising out of or by virtue of the Americans with Disabilities Act.
12. **Federal Civil Rights Law:** The applicant and his or her representatives, as part of the consideration for the reservation, hereby covenant and agree that no person on the grounds of race, color, or national origin shall be excluded from participating in, be denied the benefits of, or be otherwise subjected to discrimination in the conduct of the scheduled activity.

## **INSURANCE REQUIREMENTS FOR USE OF ATRIUM FACILITIES**

Event Holder shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Event Holders operation and use of the Atrium. The cost of such insurance shall be borne by the Event Holder.

Minimum Scope of Insurance Coverage shall be at least as broad as:  
Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

Minimum Limits of Insurance Event Holder shall maintain limits no less than:  
General Liability: •1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be twice the required occurrence limit.

Deductibles and Self-Insured Retentions  
Any deductibles or self-insured retentions must be declared to and approved by Superior California Investments LLC.

Other Insurance Provisions  
The general liability policy is to contain, or be endorsed to contain, the following provisions:

1. Superior California Investments LLC, its officers, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Event Holder; from or in connection with the Event Holder's operation and use of the leased premises, premises owned, occupied or used by the Event Holder. The coverage shall contain no special limitations of the scope of protection afforded to the Superior California Investments LLC, its officers, officials, employees, agents or volunteers.
2. The Event Holder's insurance coverage shall be primary insurance as respects Superior California Investments LLC, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by Superior California Investments LLC, its officers, officials, employees, agents or volunteers shall be excess of the Event Holder's insurance and shall contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled except after thirty (30) days prior written notice has been given to the entity.

Acceptability of Insurers  
Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII and admitted to do business in the state of California

Verification of Coverage  
Event Holder shall furnish Superior California Investments LLC with certificates of insurance and original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by Superior California Investments LLC prior to use of the facility.



## **SOUND AMPLIFICATION POLICY**

All **sound amplification of speech or music** of any kind is **prohibited** within the Atrium **except between the hours of 6:00 p.m. and 6:00 a.m.**

During these hours the **maximum** volume level allowed is fifty decibels registered at a distance of fifty yards from the amplification source. This must be measured on a sound level meter which meets the requirements of the American National Standards Institute.

Sound amplification not exceeding fifty decibels may be permitted at other times with Superior California Investments LLC approval provided the event is determined to be in the public interest.