

CITY OF SARATOGA RENTAL APPLICATION AND AGREEMENT

This agreement is made and entered into between the City of Saratoga ("City") and _____ ("Group") for the period effective the date signed by City and Group through the last date specified in Exhibit A.

Group's Contact information is as follows:

Contact Name:	
Street:	
City, State, Zip:	
Telephone:	E-mail:

The City Contact for this agreement is Nina Walker, Facility Coordinator, who may be contacted at 19655 Allendale Avenue, Saratoga, California, 95070 or via e-mail at nwalker@saratoga.ca.us or via phone at 408-868-1259.

1. This agreement applies to Group's use of the _____ ("Rental Facility") as set forth in Exhibit A. Exhibit A also lists Group's equipment, supplies, materials, and property being temporarily stored on City property. Group's Contact is over 21 years of age and will be on site at all times during Group's use of the Facility unless an alternate site representative is approved by City's Contact.
2. For use of the Facility and related City services Group agrees to pay City as follows:

<p>The Rental Fee of \$_____, (_____ dollars), shall be paid no later than thirty days prior to the first day that use of the Rental is authorized by this Agreement. Payment shall be in a check payable to the City of Saratoga and delivered by mail or in person to the City's address above. Visa and MasterCard also accepted. Group's reservation may be forfeited if payment is not made by the date specified.</p> <p>The Rental Fee is in addition to the <input type="checkbox"/> \$500 <input type="checkbox"/> \$300 <input type="checkbox"/> \$100 <input type="checkbox"/> \$50 <input type="checkbox"/> \$00 (check one) security deposit paid by Group on _____. If all clean-up required by this agreement has been completed the security deposit will be returned to Group less any deductions for costs described in Exhibit B. Any refund will be mailed to Group's address above in a check made payable to Group no later than 40 (forty) days after the last day that Group is authorized to use the Facility pursuant to this agreement.</p>
--

3. Group agrees to the Rules of Use set forth in Exhibit B.

CITY OF SARATOGA RENTAL APPLICATION AND AGREEMENT

4. Group agrees to procure and maintain insurance as required by the provisions set forth in Exhibit C. Certificates of such insurance and additional insured endorsements shall be delivered to City before execution of this agreement by the City.
5. Group and City agree to the general provisions set forth in Exhibit D, including but not limited to the release of liability and indemnity provisions set forth therein.
6. Each of the exhibits listed in the Exhibit List below are a part of this agreement and hereby incorporated herein.

The Group representative signing below hereby represents to the City that he / she is Group's authorized representative with full power and authority to bind Group to the terms and provisions of this Agreement and certifies that (1) he / she has read and understands this agreement and (2) Group's use of the Facility will be in full compliance with this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as set forth below.

City of Saratoga	Group
By: _____ (Signature)	By: _____ (Signature)
_____ (Printed Name)	_____ (Printed Name)
Recreation & Facilities Director or Authorized Representative	_____ (Title or Position)
Date: _____	Date: _____

Exhibit List

- Exhibit A – Dates and Times of Facility Use
- Exhibit B -- Rental Group Use Rules of Use
- Exhibit C – Insurance Requirements
- Exhibit D – General Provisions

CITY OF SARATOGA RENTAL APPLICATION AND AGREEMENT

Exhibit A

Facility Dates and Times of Use

Name of Applicant: _____ Date Submitted: _____
Organization: _____ Cell Phone: _____
Address: _____ Home/Work Phone: _____
Type of Function: _____ Estimated Attendance: _____
Admission Fee? _____ Showing movie? _____ Is movie not rated G or PG? _____
Is Alcohol to be consumed? _____ Is Alcohol to be sold? _____
Sale of food, drink, goods, services? _____ Publicly advertised event? _____

Facility	Day/Date	Set-up*	Start	End	Clean-up*

* (The above times include set up and clean up time. Use before or after the times specified may not be available and will be charged at the applicable rate.)

No storage of additional materials is permitted without prior approval. *Group agrees that upon the expiration of the rental period it shall immediately vacate the premises and remove all personal property, equipment, debris, rubbish, boxes, decorations, exhibits, booths, etc. and leave it in a "stripped" clean and orderly condition and repair.*

Office Use Only:

Rental Fee: Number of Hours: _____ **X** Fee: _____ = _____
Security/Cleaning Deposit Required (\$300 or \$500): _____
Total Fees Due: _____
Date: _____ Receipt #: _____ Deposit Paid: _____
Date: _____ Receipt #: _____ Balance Paid: _____
Date: _____ Receipt #: _____ Balance Paid: _____

- This is a:**
- Park Facility Reservation (Saratoga City Code 11-10.005)
 - Sports Use Permit/Use Agreement (Saratoga City Code 11-10.010)
 - Group Use Permit (Saratoga City Code 11-10.015)

Processed / entered into the schedule by: _____ Residency/Non-Profit Verified: _____

CITY OF SARATOGA RENTAL APPLICATION AND AGREEMENT

Group agrees that the following rates and charges apply to use of City facilities (rates for staff time are available from City Contact):

Saratoga Rental Fees

COMMUNITY CENTER

Multipurpose Room w/kitchen	\$175/Hour
Senior Center Room w/kitchen	\$150/Hour
Community Center or Senior Center Kitchen	\$ 75/Hour
Patio Room	\$ 75/Hour
Dance Studio	\$ 75/Hour
Arts & Craft Room	\$ 75/Hour
Garden Patio	\$ 75/Hour*

**Available only when renting a room w/kitchen.*

WARNER HUTTON HOUSE

House & Garden	\$200/Hour
----------------	------------

SARATOGA PROSPECT CENTER

Friendship Hall w/kitchen	\$200/Hour
Friendship Hall Kitchen	\$ 75/Hour
Grace Main Room	\$150/Hour
Grace Conference/Meeting Room	\$ 75/Hour

CIVIC THEATER

Security Deposit	\$500
Surcharge	\$2.50 per ticket
Move In/Move Out/Rehearsal	\$15/Hour - Four (4) Hour minimum
Performances	\$70/Hour - Four (4) Hour minimum

PARK RENTAL (Other than Sports Fields)

Security Deposit	\$250
Picnic Areas	\$ 15/Hour

CITY OF SARATOGA RENTAL APPLICATION AND AGREEMENT

Horseshoe Pit	\$ 15/Hour
Petanque Court	\$ 15/Hour
Tennis Court	\$ 15/Hour
Sand Volleyball Pit	\$ 15/Hour
Bocce Court	\$ 15/Hour
Entire Park	\$100/Hour – Four (4) Hour minimum

AVAILABLE DISCOUNTS (Except Sports Fields)

Saratoga Residents	10% of Rental Fee
Non-Profit Organizations	50% of Rental Fee
Non-Profit Fundraisers	75% of Rental Fee (limit one event per fiscal year)

Only one discount will be applied

NON-PROFIT GROUPS

To be eligible for the non-profit rental fee rate, it is necessary to meet the following criteria:

- Be non-profit 501c3 (or similar) and show evidence thereof.
- At least 51% of persons in membership or attending the function are Saratoga residents.
- Event is open to the public, advertised as such and is for public benefit.
- Event is not for the purpose of fundraising and no admission fee is charged (except that a special rate (75% of regular fee) is available for non-profit fundraisers where an admission fee is charged; the special rate is available once per fiscal year per non-profit group).

SPORTS FIELDS

Soccer	\$38/Hour Residents	\$59/Hour Non-Residents	\$25/Hour Nonprofit
Baseball <i>Congress Springs Park</i>	\$33/Hour Residents	\$52/Hour Non-Residents	\$20/Hour Nonprofit
La Crosse	\$38/Hour Residents	\$59/Hour Non-Residents	\$25/Hour Nonprofit

Exhibit B

Saratoga Facility Rental Rules of Use

1. Groups of twelve (12) or more persons where alcohol will be consumed require a Use Permit (which this Rental Agreement provides).
2. Alcoholic beverages are not allowed in the Facility except with pre-approval by the City's contact and subject to all applicable alcoholic beverage control laws and the following:
 - a. The City's Permission to Serve Alcohol form has been completed and approved.
 - b. Events larger than 30 people where alcohol is consumed require one security guard and events larger than 100 people require two security guards unless Group provides City with information demonstrating that such security is not required and this requirement is waived by City's Contact.
 - c. Sale of alcoholic beverages or charging an admission price, which includes alcoholic beverages requires (at Group's expense), the appropriate license from the Alcoholic Beverage Control Dept. A 24 hour liquor license can be acquired at: Alcoholic Beverage Control Dept., 100 Paseo de San Antonio, Suite 119, San Jose, CA 95113. (408) 277-1200.
3. Beer and wine only are permitted. No hard alcohol is allowed.
4. Smoking is not allowed in the Facility, including any lobby areas. Smoking is not permitted within 20 feet of the Facility.
5. Group shall maintain safe exit pathways at all times in the Facility. In particular, no obstructions are allowed which will interfere or prohibit passage by occupants to the "exit" doors in case of an emergency building evacuation. The number of people at the event shall not exceed the building capacity for the Facility specified at the end of this Exhibit.
6. Rental users under 18 years of age (Minors) must be supervised by one (1) adult for each ten (10) Minors at all times while they are using the Facility. If Group includes or will provide services to persons under 18 years of age (other than allowing attendance at Facility events open to the general public), prior to use of the Facility, Group shall do the following:
 - a. Submit a complete set of fingerprints of Group and all of Group's personnel (including employees, contractors, and volunteers) to the Department of Justice along with authorization to release a criminal history summary to Group. Group shall review all criminal history summaries

CITY OF SARATOGA RENTAL APPLICATION AND AGREEMENT

- before using the Facility, and ensure that no personnel pose a threat to the health, safety, or welfare of any participant.
- b. Screen for tuberculosis, pursuant to Public Resources Code 5163, Group and all of Group's personnel (including employees, contractors, and volunteers) who will have supervisory or disciplinary authority over minors in Group programs at the Facility, and ensure that Group has on file certificates showing that within the last two years each of Group's personnel has been examined and has been found to be free of communicable tuberculosis.
7. Group shall observe, obey and comply with all applicable City, County, State and Federal laws including, but not limited to, the following:
 - a. City of Saratoga business license requirements;
 - b. County Health Department requirements regarding food services;
 - c. Copyright laws and all related licensing requirements; and
 - d. Title VII of the Civil Rights Act of 1964 and other laws prohibiting discrimination and providing that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era veteran's status, political affiliation, or any other non-merit factors be excluded from participating in, be denied the benefits of, or be otherwise subjected to discrimination under this agreement.
 8. An employee of the City of Saratoga may be present during hours of use of the Facility. The employee on duty will be responsible for control of lights, equipment and the opening and closing of the Facility. The employee will usually be available to answer any question regarding use of the Facility in person or via cell phone at 408-314-8912. The City employee is NOT responsible for set-up or clean-up.
 9. The Facility and all its equipment and furnishings shall be properly respected. Group shall leave facilities in the same condition received, including areas outside of building. There should be no garbage or litter, marks on floors, walls, or furniture or breakage of equipment. The use of nails, staples, screws, etc. on walls, tables or other equipment is not permitted. Blue masking tape is allowed and, if used, must be carefully removed immediately following the event. Group shall replace or repair any cables or other Rental facilities damaged by Group's use of the Facility.
 10. No storage of materials (banners, rental dishes, decorations, chairs, etc.) at Facility is permitted without prior approval of City Contact. City is not responsible for any materials stored in connection with this Agreement.

CITY OF SARATOGA RENTAL APPLICATION AND AGREEMENT

11. Group shall provide its own personal tools; supplies and equipment at his/her own cost and shall coordinate all media activities with City Contact.
12. While using the Facility, User Groups shall report all maintenance problems (burnt-out light bulbs, faulty bathroom sinks, toilets, poor field conditions, damaged play equipment, etc.) to the City Facilities Department (408-868-1277). Upon Group's request, the City shall perform maintenance and repair work to the extent that staff is available. Group will be charged a cost that is in accordance with the City's direct cost rate for applicable personnel at the time the service is provided. The City's current direct cost rates are available from City's contact.
13. Group may only exceed their reservation time limit if schedules and staff availability permit it. Group shall pay for additional time at the rate applicable to the place and time of use.
14. Unless otherwise provided, Group must vacate the Community Center Facility by 1:00 A.M. on Friday and Saturday and 12:00 A.M. on Sunday through Thursday. All Saratoga Prospect Center activities must end by 10:00 P.M. and the premises (including the parking lot) must be vacated by 11:00 P.M.
15. Unless otherwise provided, all parks shall be closed to the public from one-half hour after sunset until sunrise of the following day, and no person other than an officer or employee of the City shall be or remain in any park during such hours of closure. In addition, the Director shall have the power to close all or any portion of any public park for other hours and times of any day as may be reasonable or necessary in order to protect the public health, safety or welfare, and shall have the further power to close all or any section of any park to the public at any time, and for any interval of time, either temporarily or at regularly and stated intervals (daily or otherwise), either entirely or to close the same to certain particular uses, as may be reasonable or necessary under the circumstances to protect the public health, safety and welfare.
16. Group is responsible for the set-up and take-down of all facilities and equipment and clean-up of the Facility. Clean up responsibilities include:
 - Cleaning and returning tables and chairs to proper storage areas.
 - Replacing all goals and other sports equipment and materials to their proper place.
 - Removing all decorations.
 - Emptying trash and garbage cans into the outdoor dumpster.
 - Excess debris on floors must be swept.
 - Brooms and mops will be provided.
 - Cleaning supplies and ladders are not provided.
 - For facilities with kitchens, the garbage disposal is to be used for food wastes only – (NO coffee grounds).

CITY OF SARATOGA RENTAL APPLICATION AND AGREEMENT

- For facilities with kitchens, the stove, sinks and counters are to be wiped clean.
17. If there are additional charges associated with Group's use of the Facility or damage to the Facility or contents, overtime, or maintenance charges, then a deduction will be made from the security deposit and any balance refunded. If the security deposit does not cover the charges, City will invoice Group for the additional charges and Group shall pay the invoice within 30 (thirty) days of the date on the invoice. If the clean-up is not completed the entire security deposit shall be forfeited and Group shall be responsible for all additional charges, damage to the Facility or contents, overtime, and maintenance charges.
 18. A \$15.00 processing fee is charged for all cancellations in addition to withholding some or the entire security deposit and rental fee as follows: If the City is notified that the event is cancelled more than 6 months in advance of the first use date authorized by this agreement, one third of the security deposit will be forfeited. Between 3 and 6 months, a cancellation notice will result in forfeiture of two thirds of the security deposit. The City will retain 100% of the deposit if the cancellation is less than 3 months from the event. If notification of cancellation is made less than thirty days in advance, the entire rental fee and security deposit will be forfeited in their entirety. There are no refunds for hourly rental fees that have been contracted and have not been used.
 19. If this agreement authorizes use of a sports field, Group shall not use any field that if the City Contact has determined is or is expected to be in an unplayable condition at the time scheduled for use. The City Contact shall provide a designated representative of Group with a "Weather Hotline" telephone number for recorded information regarding field conditions. If a field is closed the closure will be noted on the Weather Hotline and, as soon as reasonably practicable following the City Contact's determination, a sign will be posted at the park stating "Field Closed Today". Any closed field may be used immediately following a determination by the City Contact that the field is in a playable condition; this determination will be noted on the Weather Hotline and, and as soon as reasonably practicable following the City Contact's determination, any field closure sign at the park will be removed. This policy shall be publicized by Group on all game and practice schedules distributed to players and coaches and made available to all users. In addition, City Contact shall have full authority to regulate the use of all sports fields, including, but not limited to, regulation of field use and imposing field "rest" periods during the season or use period, which is contingent upon the condition of the field as determined by the City Contact to ensure the long term health of the sports field.
 20. Unauthorized use of a sports field by a Group may result in a penalty as determined by the City Contact as follows:
 - 1st Penalty during season: No use of sports field for up to one week.
 - 2nd Penalty during season: No use of sports field for up to one month.

CITY OF SARATOGA RENTAL APPLICATION AND AGREEMENT

3rd Penalty during season: No use of sports field for up to the remainder of the season.

In addition, Group shall compensate City for the actual costs of correcting any damage to the sports field due to the unauthorized use. If payment is not made within ten (10) days of Group’s receipt of City’s request for payment, the City Contact may suspend Group’s ability to use sports fields until such time as payment is made.

21. Use of Kevin Moran Park is subject to the following additional restrictions in accordance with section 11-05.054:
- a. The park may be used for practice use only. No games may be played at the park;
 - b. No use shall be allowed on Sundays;
 - c. All uses shall be between the hours of 3:00 P.M. and 7:00 P.M. or dusk, whichever comes first;
 - d. No more than three teams may use the park at any one time;
 - e. No more than two user groups may have sports use permits at Kevin Moran Park at any one time; and
 - f. Kevin Moran Park may be used by user groups on no more than six Saturdays per year according to a schedule set by the Director.

FACILITY ROOM CAPACITIES

The numbers listed below are room capacities determined by the Fire Marshall.

ROOM	Dimensions	Square Feet	Banquet Seating	Theater Seating	Classroom Seating	Reception	Fee per Hour
Civic Center Theater	74' x 56'	4,144	n/a	300	300	100	\$70
CC Multi-Purpose Room	65' x 50'	3,250	190	250	200	200	\$175
CC Patio Room	25' x 29'	725	40	40	40	40	\$75
CC Arts & Crafts Room	25' x 25'	625	40	40	40	40	\$75
CC Dance Studio	25' x 32'	800	n/a	n/a	30	45	\$75
SC Saunders Room	40' x 49'	1,960	130	175	150	200	\$150
Warner Hutton House	52' x 35'	1,820	30	50	40	75	\$200
SPC Friendship Hall	52' x 45'	2,340	150	150	150	150	\$200
SPC Grace Building	43' x 27'	1,161	30	45	60	75	\$150

Exhibit C

Insurance Requirements

1. Group shall procure and maintain insurance during the entire term of this Agreement against claims for injuries to persons or damages to property which in any way relate to, arise from, or are connected with use of the Facility and any acts or omissions of Group. This insurance shall meet the following specifications, unless waived in writing by the City's Risk Manager:
 - a. Group shall procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the use of the Facility by Group or Group's agents, representatives, employees.
 - b. Coverage shall be at least as broad as:
 - (1) Commercial General Liability (CGL): Insurance Services Office Form CG 20 01 04 13 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$2,000,000 per occurrence.
 - (2) Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
 - (3) Any deductibles or self-insured retentions ("SIR") must be declared to and approved by the City and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that either the named Insured or the City may satisfy the SIR. The City may require the Group to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
 - c. All policies are to contain, or be endorsed to contain, the following provisions:
 - (1) *The City, its officers, officials, employees, agents and volunteers are to be covered as additional insureds with the maximum scope and amount of coverage available under the policy with respect to liability arising out of activities performed by or on behalf of the Group including materials and parts or equipment furnished in connection with such activity.*
 - (2) The Additional Insured coverage under Group's policy shall be "primary and non-contributory" and will not seek contribution from

CITY OF SARATOGA RENTAL APPLICATION AND AGREEMENT

the City's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.

- (3) For any claims related to this agreement, the Group's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers.
 - (4) The Insurance Company agrees to waive all rights of subrogation against the City, its elected or appointed officers, officials, agents and employees for losses paid under the terms of any policy which arise from activity of the Group.
 - (5) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the City.
- d. The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City (if agreed to in a written agreement) before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.
 - e. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City. The City reserves the right to obtain a full-certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.
 - f. Group shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications, at any time. Failure to exercise this right shall not constitute a waiver of right to exercise later.
 - g. In some cases the Group's homeowner's liability insurance may provide coverage sufficient to meet these requirements. Group should provide these requirements to his or her agent to confirm and provide verification to the City.
 - h. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. The City reserves the right to modify or waive

CITY OF SARATOGA RENTAL APPLICATION AND AGREEMENT

insurance requirements for certain low risk activities. Such modifications or waivers must be in writing from the Risk Manager.

- i. Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the City as an additional insured. Furthermore, the requirement for coverage and limits shall be (1) the minimum coverage and limits specified in the Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.
- j. Group agrees to include with all contractors in their contracts the same requirements and provisions of this agreement including the indemnity and insurance requirements to the extent they apply to the scope of the contractor's work. Contractors hired by Group shall agree to be bound to Group and City in the same manner and to the same extent as Group is bound to City under this Agreement. A copy of the indemnity and insurance requirements from this agreement shall be furnished to all such contractors. Group shall require all contractors to provide a valid certificate of insurance and the required endorsements included in the agreement prior to commencement of any work for Group and will provide proof of compliance to the City.

Exhibit D

General Provisions

1. City agrees to provide Group use of the Facility and any related services described in Exhibit A in accordance with this agreement, and Group agrees to use those facilities and services and to compensate City in accordance with this agreement.
2. The City shall retain ownership of the Facilities, including the park, fields, building, all fixtures, wall and floor coverings, built-in appliances, improvements and telephone equipment. City does not own any of Group's equipment, supplies, and materials listed in Exhibit A.
3. It is understood and agreed that with respect to the Facility this is solely a use agreement and that Group has not been given and is not given a lease of said premises or any part thereof and acquires no easement, license, or other interest in said property owned or constructed by City. Storage of Group's equipment, supplies, and materials is not authorized under this agreement except as outlined in Exhibit A.
4. The City shall provide property insurance coverage for the Facility on the same terms that all other City property is insured. City shall not provide insurance of any kind for any Group property, including the property listed in Exhibit A, nor will the City provide insurance for any Group programs or activities. Group is solely responsible for insuring Group property in the Facility and Group programs and activities.
5. The City shall provide routine maintenance for the Facility similar to that provided for all City premises.
6. It is understood and agreed that Group shall use the Facility solely to conduct activities described in this agreement and all times in accord with all applicable laws. City may terminate this agreement at any time if it determines that Group is using the Facility for any other purpose or is conducting activities in a manner that does not meet the standards observed by a competent Group of the comparable activity in Santa Clara County.
7. Photographs or recordings taken of Group activities that include Group's image or the image of Group's personnel may be used by the City for any purpose subject to any applicable copyright restrictions held by a third party copyright holder.
8. Noise exemption permit will be required in accordance with the current noise ordinance.
9. Additional restroom facilities will be required for events where the number of people exceed the toilet to person ratio of 1:300.

CITY OF SARATOGA RENTAL APPLICATION AND AGREEMENT

10. Group shall indemnify, defend and hold harmless the City of Saratoga, its officers, employees, and agents from and against any and all claims, demands, causes of action, orders, decrees, or judgments for personal injury or death, damage to or loss of property or any other damage and/or liability (including all costs and attorney's fees incurred in defending any claim, demand or cause of action) occasioned by, growing out of, or arising or resulting from any act or omission on the part of Group or any assistant(s) of Group in connection with the Rental, except for any liabilities or losses adjudicated to have proximately resulted from the sole negligence or willful misconduct of the City. This provision sets forth the exclusive allocation of liability between the parties, and no other allocation, whether in law or equity shall apply. This provision shall survive the termination of this agreement for the full period of time allowed by law. The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this agreement.
11. Group and Group's personnel shall comply with the City's policy of maintaining a drug-free workplace. If Group or any of Group's personnel is convicted or pleads nolo contendere to a criminal drug statute violation occurring at such a Rental, premises, or worksite, the Group, within five days thereafter, shall notify the City.
12. Group and any assistant(s) are independent Groups and not agents, sub-agents, or employees of City. Group shall not have any claim under this agreement or otherwise against the City of Saratoga for any social security, worker's compensation, or employee benefits extended to employees of the City.
13. Group shall comply with all applicable Federal, State and local laws and ordinances, including, but not limited to the Saratoga City Code, unemployment insurance benefits, worker's compensation, ADA compliance, and F.I.C.A. laws.
14. If this agreement pertains to a park or sports field, approval of this agreement by the City shall constitute approval of the permit required by Article 11-10 of the Saratoga City Code for the locations designated in Exhibit A.
15. Group may not assign any right or obligation under this agreement. Any attempted or purported assignment of any right or obligation under this agreement shall be void and of no effect.
16. No officer, member or employee of City and no member of the City Council shall have any pecuniary interest, direct or indirect, in this agreement or any proceeds related to Group's use of the Rental.
17. Either party may terminate this agreement with or without cause by providing 10 days' notice in writing to the other party. The City may terminate this agreement at any time without prior notice in the event that Group commits a material breach of the terms of this agreement. Upon termination, this agreement shall become of no further force or effect whatsoever and each of the parties hereto

CITY OF SARATOGA RENTAL APPLICATION AND AGREEMENT

shall be relieved and discharged from the rights and obligations of this agreement, subject to payment for use of the Facility prior to the expiration of the notice of termination. Notwithstanding the foregoing and the term specified in Exhibit A of this agreement, the provisions of this agreement concerning insurance (Exhibit C) and Indemnification, and this section and the sections following shall survive termination or expiration of this agreement.

18. The parties shall make a good faith effort to settle any dispute or claim arising under this agreement. If any litigation is commenced between parties to this agreement concerning any provision hereof or the rights and duties of any person in relation thereto, each party shall bear its own attorneys' fees and costs.
19. This agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this agreement shall be in that state and venue shall be in Santa Clara County, California. If any part of this agreement is found to conflict with applicable laws, such part shall be inoperative, null and void insofar as it conflicts with said laws, but the remainder of this agreement shall be in full force and effect.
20. Group understands and agrees that there is no representation, implication, or understanding that the City will renew this agreement or authorize use of the Rental under a new agreement following expiration or termination of this agreement. Group waives all rights or claims to notice or hearing respecting any failure by City to renew or extend this agreement or any other authorization to use the Facility.
21. This agreement is entered only for the benefit of the parties executing this agreement and not for the benefit of any other individual, entity or person.
22. The failure by the City to enforce any of Group's obligations or to exercise City's rights shall in no event be deemed a waiver of the right to do so thereafter.
23. The provisions of this Agreement which by their nature should survive expiration or termination of this Agreement, including but not limited to provisions regarding indemnity and insurance shall survive such expiration or termination.

776526.2