



Contra Costa County Farm Bureau

5554 Clayton Road | Suite 1
Concord, California 94521
(925)766-3472 - cccfb@cccfb.org

Facility Use, Release of Liability, and Indemnification Agreement

Facility Location (Check One):

- Knightsen Location:** 3020 Second Street, Knightsen, California 94548
 Concord Location: 5554 Clayton Road, Concord, California 94521

A. Application Information

Name of Applicant: _____

Organization (if applicable): _____

Mailing Address (City, State, ZIP): _____

Phone Number: _____

Email Address: _____

Event Date(s) Requested: _____

Event Time (Include Set-up and Clean-up): _____

Areas of Use:

- Main Hall Kitchen Backyard

Description of Event / Intended Use:

B. Agreement Terms and Conditions

Authorized Use: Use is limited to the approved purpose, date(s), and time(s).

Rental Rates: Private events are \$500 per event day. Frequent renters may be eligible for a reduced rate of \$300 per event with prior written approval.

Security Deposit: A \$150 refundable security deposit is required and may be returned following the event if all exit procedures are followed.

Payment Schedule: Full payment is due one month prior to the event. If booked within one month, deposit and rental fee are due together.

Insurance: \$1,000,000 general liability insurance naming Contra Costa County Farm Bureau as additional insured is required.

Cancellation: Either party may cancel within 30 days with written notice for full deposit refund.

Release of Liability, Assumption of Risk, and Indemnification : The Renter acknowledges and agrees that use of the facilities owned and operated by the Contra Costa County Farm Bureau (“Licensor”) is at the Renter’s sole risk.

To the fullest extent permitted by law, the Renter **assumes full responsibility and liability** for any and all injuries, damages, losses, claims, demands, actions, or causes of action of any kind whatsoever, including but not limited to bodily injury, death, or property damage, arising out of or related to the Renter’s use of the facility, including the actions of the Renter’s guests, invitees, vendors, contractors, or participants.

The Renter hereby **releases, waives, discharges, and covenants not to sue** the Contra Costa County Farm Bureau, its officers, directors, employees, agents, volunteers, or representatives from any and all liability, claims, demands, or causes of action arising from or related to the use of the facility, whether caused by negligence or otherwise, except to the extent caused by the gross negligence or willful misconduct of the Licensor.

The Renter further agrees to **indemnify, defend, and hold harmless** the Contra Costa County Farm Bureau from and against any and all claims, liabilities, damages, losses, costs, and expenses, including reasonable attorney’s fees, arising out of or related to the Renter’s use of the facility or breach of this Agreement.

This release and indemnification shall survive the conclusion of the event and termination of this Agreement.

Acknowledgment and Agreement

By signing below, the Renter acknowledges that they have **read, understand, and voluntarily agree** to all terms and conditions set forth in this Facility Use Application & Agreement, including but not limited to the Release of Liability, Assumption of Risk, Indemnification provisions, and the Facility Exit and Closing Requirements.

The Renter further acknowledges that they have had the opportunity to ask questions regarding this Agreement and understand that this Agreement is a **legally binding contract**.

Renter Initials: _____ **Date:** _____

C. Security Deposit – Closing, Exit, and Damage Provisions

The renter acknowledges and agrees that strict compliance with all closing, exit, and facility use requirements is a condition of the return of the security deposit. Failure to comply may result in partial or full forfeiture of the security deposit at the discretion of the Facility Owner/Operator.

The following actions, including but not limited to, constitute violations that may result in forfeiture of the security deposit:

- Failure to turn off all interior and exterior lights
- Failure to shut down HVAC systems (heating and air conditioning)
- Leaving appliances, equipment, or electrical devices powered on
- Failure to fully comply with the Facility Closing and Exit Checklist
- Failure to clean, properly store, and return all tables and chairs to designated areas
- Failure to secure and lock all facility doors upon exit
- Failure to return all issued keys, access devices, or entry codes
- Failure to remove excess trash exceeding available receptacle capacity
- Damage to the facility, fixtures, furnishings, equipment, or property

Damages and Additional Charges:

In the event of damage to the facility or its contents, the renter agrees to be financially responsible for all repair, replacement, or remediation costs, including costs that exceed the amount of the security deposit. The Facility Owner/Operator reserves the right to invoice the renter for any additional charges incurred.

Renter Initials: _____ Date: _____

D. Facility Exit & Closing Checklist Acknowledgment

The Renter acknowledges receipt of the Facility Exit & Closing Checklist and agrees to comply with all requirements. Failure to comply may result in a \$150 cleaning fee or forfeiture of the security deposit.

Renter Initials: _____ Date: _____

E. Signatures

Printed Name: _____

Signature: _____ Date: _____

Contra Costa County Farm Bureau

Joey Peixoto, Executive Director

Signature: _____ Date: _____

