

HEATH EDUCATION CENTER ROOM RENTAL POLICIES AND CONTRACT

The Health Education Center at Samuel Merritt University is pleased that you are considering our facility for your upcoming meeting or event. After reviewing our rental policies and contract, please let us know if any questions remain unanswered. Should you choose to move forward, please complete the Payment Information section on page 7, and sign and date the contract. We look forward to providing you with accommodations which meet your needs and exceed your expectations.

GENERAL INFORMATION

Hours of Operation*

HEC hours of operation are as follows:

Sunday through Thursday – 7:00 AM to 10:00 PM

Friday and Saturday – 8:00 AM to 5:00 PM

*Hours are subject to change.

Event Space Booking Policies

Reservation requests for event space will be processed in accordance with current SMU HEC Booking Policies:

- All reservation requests will be held as **“Tentative”** after availability is confirmed. Signed event contract and 50% rental deposit are due within five (5) business days.
- Reservation status will be changed to **“Deposit Hold”** after receipt of (1) an event contract which has been signed by both parties; and (2) a rental deposit of at least 50%. Balance of rental fee and cleaning deposit are due no later than five (5) business days prior to the event date.
- Reservation status will be changed to **“Confirmed”** after receipt of (1) the balance of the rental fee; and (2) a cleaning deposit of \$500.00 on a separate check. The cleaning deposit will be used to cover extra time and damages. If your reservation ends at 7 PM but your group does not vacate the room until 8 PM, the cost of a one hour room rental will be deducted from your cleaning deposit. If you vacate as agreed and there are no damages, your deposit check will be returned following the event.

Acceptable Methods of Payment

Payments may be made by company check, personal cashier’s check, or money order made payable to Samuel Merritt University.

Smoking

By way of City of Oakland ordinance, smoking is prohibited at any time in any area of the Health Education Center.

Animals

With the exception of assistance animals for persons with disabilities, animals are not permitted in the Health Education Center.

Mail and Packages

All mail, packages, and boxes should be sent directly to and from event staff. Health Education Center staff cannot assume responsibility for the receipt of items sent to our facility.

Gratuities

Health Education Center employees are prohibited from accepting loans, advances, gifts, gratuities, or any other favors from the client, the client's contractors, or anyone doing business with the Center.

Lost Articles

As a courtesy, lost articles turned over to or found by Health Education Center staff will be held in the office for a period of thirty (30) days. An effort will be made to contact the owner IF articles are properly identified.

After thirty (30) days, unclaimed articles will become the property of the Health Education Center and are subject to disposal.

Emergency Procedures

In the event of an emergency, all HEC representatives have assigned duties. Under such circumstances, all contractors, external clients, and event attendees are to follow the instructions of the HEC representative assigned to their area of the facility. It is critical that all parties remain calm and follow instructions. In case of fire, please evacuate the facility immediately.

USAGE GUIDELINES AND REQUIREMENTS

Types of Events Permitted at the Health Education Center

Event types permitted in the HEC include: University events, off-site meetings, business retreats, training seminars, presentations, teleconferences, business development seminars, annual meetings.

Event types which are not permitted in the HEC include: parties, dances, weddings, and any event where money will be collected on-site from attendees.

Room Capacities (see the Room Rental Rate Schedule for details)

A total maximum of 878 persons can be accommodated at any one time in the Health Education Center. Any capacity in excess of the posted maximum occupancy is not permitted.

Use of Atrium and Pre-Function Areas

All clients are provided access to event space via the Atrium and pre-function areas. These areas may be used at no additional charge for such purposes as registration, distribution of event information, and food service. Use of these areas is on an "as available" basis. Health Education Center staff must approve in advance Atrium and pre-function area uses, plans, and space utilization. Client may receive deliveries and move event-related materials in or out of the HEC only during the session times specified in the Rental Agreement. This includes exhibitory items, equipment, boxes, crates, or any other event-related materials. Any special arrangements must be approved in advance by Health Education Center staff.

Parking

There are parking garages near the HEC. Parking arrangements for the garages are the sole responsibility of the external client. For additional parking information, contact Parking and Transportation Management at (510) 655-4000, extension 2126. There is also metered parking along Hawthorne Avenue. Meters are strictly enforced by the City of Oakland as follows: Monday through Saturday, 8:00 AM to 6:00 PM, with a two-hour parking limit. If you plan to park at a meter, be sure to bring change as it is not available at the HEC.

Cleaning Deposit

Upon HEC receipt of final payment, external client will be responsible for paying the HEC a cleaning deposit of \$500.00 to cover extra time and any damage or loss that may occur to the room(s) and/or its contents, or to any other area of the HEC building. After HEC staff have determined that external client has vacated as agreed and the room, its contents, and the HEC building and grounds have not incurred damage arising from or related to the external client's use of HEC space, the cleaning deposit will be returned. Upon demand from the HEC, the external client shall immediately pay the HEC any repair costs (see Condition of Facility Report) in excess of the cleaning deposit. Note: The cleaning deposit is to be paid on a separate check which will be returned following the event if there are no damages and extra time fees have not been incurred. Otherwise, the check will be retained and applied to the amount due. As stated above, external client will be responsible for any costs in excess of the cleaning deposit.

Cancellation

External client must provide notice of cancellation at least two (2) weeks prior to the scheduled event. If an event is cancelled with less than two (2) weeks prior notice, a fee equal to 50% of all charges will be assessed. If an event is cancelled with less than 48-hour notice, a fee equal to 100% of charges will be assessed.

Condition of Premises Following Use

Following the use of HEC facilities and equipment, Client will insure that the premises and equipment are in the same condition and state of repair as they were at the beginning of the rental period. Allowing for reasonable wear and tear and damage by acts of natural disaster, Client will be responsible for the cost of repairs required to return HEC facilities and equipment to the same condition and state of repair as they were at the beginning of the rental period. Client is responsible for removal of all bulk trash, crates, packing materials, and boxes. Client and HEC Coordinator will have a pre-event and post-event walk-through to review the condition of the premises.

SERVICES AVAILABLE

Facilities and Services Included in Basic Rental

In accordance with the Rental Agreement, Client will have access to event space during the Rental Period specified for all activities associated with their event. Activities associated with events include, but are not limited to, moving in of materials, setting up materials, decorating, registration of attendees, and dismantling and removal of materials.

Services included in the rental fee are: use of the event space as described above, conventional lighting, heating or cooling during actual times of the event, front office support, and lobby monitor listing of the event and location. Non-exhibit events also include one daily setup of each event space. All setups are provided within the limits of Health Education Center inventory. Minimal lighting and comfort levels will be maintained during pre- and post-event activity periods as described above. Room temperature is maintained at 72 degrees. Please bring a sweater if this temperature is not comfortable for you.

Room Set-Up

Clients will submit a complete and detailed outline of all event requirements, in writing, via fax or email, no later than one week prior to the event date. Outline should include the physical room set-up, audio/visual equipment, and any other information that would be needed by the Health Education Center. If a non-standard room set-up is requested, there will be an additional fee equal to a two-hour room rental. This fee includes one-hour for set-up before the event and one-hour for restoring to standard afterward. **Set-up changes requested less than four (4) business days before the event cannot be accommodated.**

Equipment Rental and Provision of Services

In addition to the equipment and services included in the Basic Rental fee, the HEC has other essential items available for rental. Clients requiring additional equipment and/or services may choose to rent these items from the HEC for additional fees. For a list of items available for rental, **please see the Audio/Visual Equipment and Services Price List.**

Audio/Visual/Production

Clients are requested to utilize the Health Education Center's in-house Media Services Department for all audio/visual/production services. Clients who choose to use another contractor must work with our Media Services Department to gain access to the Health Education Center's house audio and/or video center. Under these circumstances, additional charges will be assessed at the prevailing rates.

Telecommunications

Telephone and data service are available throughout the event spaces, lobbies, and pre-function areas. Arrangements must be made through the Health Education Center. For a list of available services, **please see the Audio/Visual Equipment and Services Price List.**

Security

In-house security is required for all external events where alcoholic beverages will be served. All security services have a 4-hour minimum requirement. Alcoholic beverages are not permitted in the Health Education Center without prior approval.

FOOD AND ALCOHOL

Food Service, Catering, and Concessions

If your event will be catered, this must be indicated in your initial reservation request. As catered events require extra time for set-up before and clean up afterward, HEC staff will add an hour to both the front end and the

back end of your reservation (two hours total). Self-catered events are not permitted in any HEC room. HEC staff will provide a list of approved caterers after the reservation is confirmed. Any client who would like to use a licensed caterer who is not on the list of approved caterers must provide the caterer's business license and insurance certificate to have them approved by HEC staff at least two weeks in advance of the event.

Alcoholic Beverages

Alcoholic beverages are not permitted in the Health Education Center without prior approval. For alcohol-approved events, in-house security is required. All security services have a 4-hour minimum requirement.

MEDIA, PUBLICITY AND SIGNAGE

Event Publicity

Event advertisements and/or promotions shall not be publicized until a Rental Agreement for the specific event is fully executed. When sending event information to your guests, please refer to the facility and its location as:

Samuel Merritt University Health Education Center
400 Hawthorne Avenue
Oakland, CA 94609

For specific directions to the facility, please direct your guests to call our Direction Hotline at (510) 869-6178. Use of the Health Education Center's administrative office telephone number in advertisements and/or promotions is not permitted.

Media/Press Releases

The media is not permitted to conduct interviews on the Health Education Center premises. The media is not permitted to film or take photos of the Health Education Center interior or exterior facilities. All inquiries from the press should be reported to the Director of External Affairs at Samuel Merritt University at (510) 655-4000, extension 6243.

Signs, Banners, and Decorations

Signs, banners, and decorations may not be taped, nailed, tacked or otherwise affixed to interior ceilings, painted surfaces, columns, fabric and decorative walls or fire sprinklers of the building interior, exterior, grounds, parking lot, or other site areas. Helium-filled balloons are permitted in all areas of the building including the entrance lobby and Atrium. Clients will be charged an additional fee for retrieval of balloons released in the entrance lobby.

LIABILITY

Indemnification

Group shall defend, indemnify and hold harmless University, its officers, employees, agents and trainees from any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Group, its officers, employees, or agents.

Insurance

All Groups using HEC facilities must be covered by their own liability insurance for at least \$1,000,000. Two certificates are required before using any HEC facility. (1) A Certificate of Insurance and (2) an Additional Insured Endorsement naming Samuel Merritt University as additional insured.

Governing Law

The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.



Health Education Center Room Rental Policies and Contract

Contract

Group and Event Information (based on information provided on the Reservation Request Form)

Company: _____

Street Address: _____

City, State, Zip: _____

Authorized Contact Person to be on site for event: _____

Contact Phone: _____

Contact Email: _____

Event Name: _____

Will alcoholic beverages be served? _____ Yes _____ No

Catering Company: _____

Room Rental Details

Room Reserved: _____

Rental Date(s): _____ Expected # of Guests: _____

Rental Start Time: _____ AM PM Rental End Time: _____ AM PM

Payment Information ***CLIENT WILL COMPLETE THIS SECTION***

Name and/or Company (as printed on check)

Check Number (for rental deposit)

Check Number (for cleaning deposit)



Health Education Center Room Rental Policies and Contract

Rental Fee(s) and Deposit(s)

Description	Amount	Description	Amount
Room Rental Fee		Room Deposit (50%)	
Security Service Fee		Cleaning Deposit (100%)	\$500.00
A/V Rental Fee(s)			
<i>A</i> Total Rental Fee(s)		<i>B</i> Total Deposits	

Deposit Due Date _____ Check #1 in amount of: _____
 (Five (5) business days after reservation becomes "Tentative.") Check #2 in the amount of: \$500.00

Balance Due Date _____ In the amount of: _____
 (Five (5) business days prior to event date.) *(A minus B)*

Acceptance and Signature

The undersigned hereby agrees to be responsible for any damages to the facilities during their function and agrees to take responsibility for the conduct of all persons attending their function.

The applicant also agrees to indemnify Samuel Merritt University and the Health Education Center and their respective officers, agents, and employees from and against all bodily and personal injury, loss, claims or damage to any person or property arising in any way from the use or occupancy of the facilities herein contracted by the applicant and its employees, agents, licensees, contractors, and invitees.

The undersigned has read and agrees to comply with the terms, conditions, and policies set forth herein.

Applicant Name (Print Clearly)

Applicant Signature

Date

HEC Representative Name (Print Clearly)

HEC Representative Signature

Date