

Facility Use Contract – Insurance Required

This Contract by and between Stepping Stone Place (DBA of Victor G. and Catherine L. Yee), hereinafter referred to as "Stepping Stone Place," and _____, hereinafter referred to as "USER," is for the use of certain Stepping Stone Place facilities more particularly described on the Use Request form. Please sign and return the original of this Facility Use Contract with your Estimated Use Fee of _____ no later than _____. The Certificate of Insurance naming Stepping Stone Place as "additional insured" must be received no later than _____. If there are any questions or you have decided to cancel your reservation for the particular facilities requested, please call Stepping Stone Place immediately.

AGREEMENT

1. USER agrees to use Stepping Stone Place facilities for the purpose(s) stated on the attached Facilities Use Contract only, and to abide by all terms and conditions of use as set forth below.
2. USER agrees to indemnify and hold Stepping Stone Place, Victor G. and Catherine L. Yee free and harmless from all liability, loss, damage, costs and all other claims or expenses asserted against Stepping Stone Place, which may arise from injuries or damage to persons or property occasioned by USER's use of the facilities, whether for USER, their employees, volunteers, invited guests or general public or otherwise. USER further agrees to indemnify Stepping Stone Place for any loss, damage or costs including actual attorneys fees and court costs Stepping Stone Place may incur as a result of claims made by USER, their invitees, employees, volunteers, invited or uninvited persons attracted to the facilities by way of USER's name.
3. USER agrees to be financially responsible for any damages arising from USER's use of the facilities and equipment, whether by USER, their employees, volunteers, invited guests or general public or otherwise.
4. USER will pay all damage charges within ten (10) days of notification of such damage charges.
5. **USER agrees to maintain a policy of liability insurance in an amount of not less than \$1,000,000.00 during the use of Stepping Stone Place's facilities. A certificate of insurance, which shall name Stepping Stone Place as an additional insured and include a ten (10) day notice of cancellation, must be submitted prior to USER's scheduled use of Stepping Stone Place's facilities.**
6. USER agrees to prevent parking in fire lanes. Additionally, USER agrees to be considerate of Stepping Stone Place's commercial neighbors. Use of neighboring parking lots shall not be permitted unless arrangements have been made with the owners of those facilities.
7. USER understands that the use of tobacco products (including smokeless), are prohibited in the facilities or on Stepping Stone Place's property. Drugs, in any form, are prohibited in the facilities or on the property. Stepping Stone Place reserves the right to demand the removal of individuals who do not adhere to these expectations.
8. USER understands that the use of open flames, such as candles, is prohibited.
9. USER acknowledges that it will not have exclusive possession of all Stepping Stone Place facilities and agrees that it will conduct its activities so as not to interfere with activities carried on by Stepping Stone Place or any other party using Stepping Stone Place facilities.
10. Stepping Stone Place Sound Technicians are the only personnel permitted to operate the Sound Room unless express written permission is given by either Victor G. Yee or Catherine L. Yee.
11. USER agrees that if they violate any term or provision of this contract, Stepping Stone Place shall have the right to insist that the USER vacate the premises and that the USER may forfeit their Estimated Use Fee in such cases.
12. USER agrees that if the name "Stepping Stone Place" is used on promotional materials or tickets, there would be clear disassociation between Stepping Stone Place and the USER by the use of the following terms: "using the facilities of" or "held at the location of." The USER must submit copy of promotional materials or tickets to Stepping Stone Place for approval before printing. Additionally, the USER agrees no advertisement shall commence until Estimated Use Fees and the Certificate of Insurance are received by Stepping Stone Place.
13. The USER may be asked to provide a certain number of complimentary tickets or registrations of the event to Management of Stepping Stone Place.
14. This agreement pertains to the use of the rooms of the Stepping Stone Place facilities and premises noted on Facilities Use Request.

For USER

print name & title of responsible person

signature and date

For Stepping Stone Place

print name & title of responsible person

signature and date

Stepping Stone Place
1221 Monaco Court
Stockton, CA 95207
209-948-3295