

East Bay Community Foundation

JAMES IRVINE CONFERENCE CENTER 353 Frank H. Ogawa Plaza, Oakland CA

The James Irvine Conference Center is a resource for nonprofit organizations and businesses seeking high quality, affordable meeting space. Situated in Oakland's beautiful Frank H. Ogawa Plaza and adjacent to the historical De Domenico Building, the Center is conveniently located near BART, three major freeways, parking, hotels, and a multitude of culinary establishments.

The Conference Center has three rooms of varying size to accommodate all types of meetings, including board meetings, retreats, presentations, conferences and receptions. Equipped with advanced audiovisual technology, the larger room (Plaza A) can be configured to meet the specific needs of participants and, depending on seating arrangements, it will accommodate up to 100 people. Plaza A is also divisible into two separate rooms if so desired. Two smaller conference rooms (Bay and Diablo) can serve as excellent breakout rooms during larger meetings or be rented separately for individual group use.

The facility is available at half-day* rates (4 hrs) and full-day rates (5 hrs or more) Monday through Friday between the hours of 8:30am to 5:00pm. After-hour rentals and weekend rentals are also available. Reservations may be made one week to six months in advance (exceptions possible under special circumstances). All rentals require a \$150 security/damage deposit that is refundable approximately ten days after the meeting date. The center is closed on major holidays.

RENTAL RATE SCHEDULE		
	NON-PROFITS	PUBLIC AGENCIES, BUSINESS and PRIVATE GROUPS
LARGE CONFERENCE ROOM – Plaza A (up to 100 people with Theater/Lecture seating)	Half day = 4 hrs * Full day = 5 hrs or more	Half day = 4 hrs * Full day = 5 hrs or more
Monday-Friday	\$400 half day/ \$500 full day	\$500 half day / \$625 full day
After 5pm	Add \$25 per hr	Add \$35 per hr
Weekends ¹	\$500 half day / \$625 full day	\$600 half day / \$750 full day
Audio/Visual equipment use ²	\$10 hr / \$50 day	\$15 hr / \$75 day
SMALL Meeting Rooms – BAY (up to 20 persons with theater/lecture seating) DIABLO (up to 16 persons with theater /lecture seating)	Rate per Small Meeting Room	Rate per Small Meeting Room
Monday-Friday	\$150 half day/ \$200 day	\$180 half day / \$250 day
After 5pm	Add \$25 per hr	Add \$35 per hr
Weekends ³	\$180 half day/ \$250 day	\$215 half day/ \$295 day
¹ includes use of kitchen area, Bay and Diablo rooms and facility assistance as necessary		
² based on time of space rental		
³ includes use of kitchen area if required, and facility assistance as necessary		

* Hourly rentals (2-hr minimum) can be accommodated under certain conditions. Please call for more information.

Application for Use of James Irvine Conference Center
East Bay Community Foundation

Conference Data

Name of Organization/Business ("Agency"):

Address: _____

City/State/Zip _____

Contact Person: _____ email _____

Phone _____ Fax _____

Date of Event ("Date"): _____

Start Time of Event ("Time"): _____ to _____

Organizers Arrival Time: _____

Expected After-hours Use (if any): (specify end time) _____
(For after-hours use please refer to Section 5 of the Agreement for Use)

Expected Number of Attendees: _____

Caterer _____ Caterer Phone _____

Room(s) Reserved:

Plaza A ____ Bay Room ____ Diablo Room ____ All ____

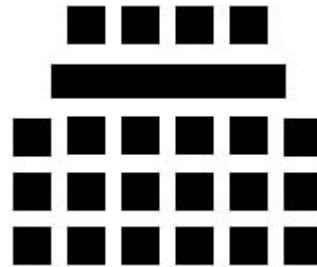
Description and/or Purpose of Event ("Event"): _____

Signage Wording (up to 4 words maximum for signs to be posted at entrance way to conference center): _____

ROOM SETUP – PLAZA A room only (Please circle setup desired)

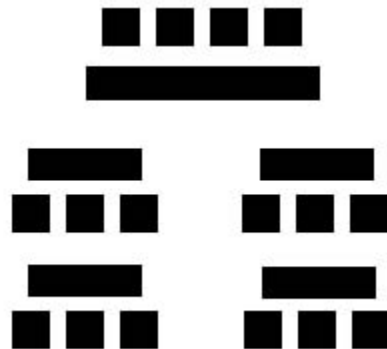
Theatre/Lecture Style

This setup, using chairs only, provides the maximum capacity for each room and focuses the group on the presentation.



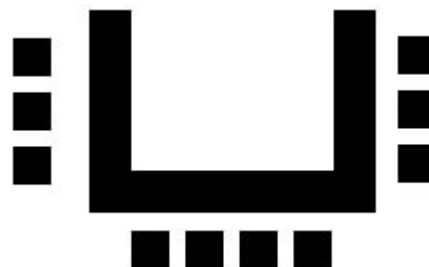
Classroom Style

This setup with tables and chairs provides a comfortable setting for longer periods of time and provides a better work surface for participant note taking.



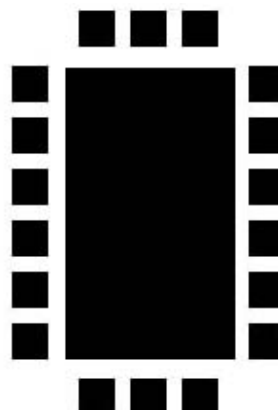
U-Shaped Style

This style works well for a session that combines both presentation and some group interaction or discussion.



Conference/Board Room Style

This style provides the maximum work space and an excellent setting for group discussion. Larger groups may require a hollow square version of this table setting.



**East Bay Community Foundation
JAMES IRVINE CONFERENCE CENTER**

AGREEMENT FOR USE

THIS AGREEMENT FOR USE (this "Agreement") is entered into on _____, 20__ by and between East Bay Community Foundation ("EBCF") and Agency (as defined in the Application for Use).

In consideration of the covenants and agreements herein contained, EBCF and Agency, intending to be legally bound, agree as follows:

1. **Permission to Use.** EBCF grants to Agency, upon the terms and subject to the conditions herein contained, permission to use, without payment of rent or other compensation (except as expressly set forth in Section 5 below), the following rooms of the East Bay Community Foundation Conference Center (the "Conference Center") on the Date, for the Time, and for the Event (all as defined in the Application for Use):

Conference Room	Capacity: Tabled	Theatre/Lecture Seating
Plaza A	30-55	75-100
Bay Room	12-15	20
Diablo Room	10-12	16

2. **Requirements Prior to Event.** Agency agrees that prior to the Event, it shall:
 - 2.1 cause Agency's staff, and that of any other contractors to be used in connection with the Event, to coordinate with EBCF as to the use or restrictions on use of facilities in the Conference Center, to familiarize themselves with the terms of the Agreement, and to comply with all instructions of EBCF with respect to use or restrictions on any Conference Center facilities; and
 - 2.2 provide to EBCF no later than five after signing this agreement a refundable deposit in the amount of \$150.
 - 2.3 provide to EBCF no later than two weeks prior to the Date:
 - (i) Copies of any licenses and/or permits to serve alcohol in the Conference Center (if applicable);
 - (ii) copies of the certificates of insurance described in Section 10 below;
 - (iii) pre-payment for use as set forth in Section 5.1;
 - (iv) notice of cancellation of any event; and
 - (v) this Agreement duly executed.
3. **Requirements During the Event.** Agency agrees that during the Event:
 - 3.1 Agency shall use the Conference Center exclusively for the Event and for no other use;
 - 3.2 staff, Agency's guests, and equipment shall be prohibited from certain areas designated by EBCF;
 - 3.3 Agency shall not make any alterations, improvements, additions or changes in or to the Conference Center;
 - 3.4 there shall be no sales, or solicitations for sales, of services or merchandise in the Conference Center; and

- 3.5 wine and beer are permitted only if Agency has secured and provided EBCF with copies of required licenses and/or permits in accordance with Section 2.2. Hard alcohol is not permitted.
- 3.6 Agency shall pay for any copies made using the copiers at the East Bay Community Foundation, at a rate of at a rate of .20 per black and white copy image, and .50 per color copy image.
- 4. **Requirements After the Event.** Agency agrees that following the Event:
 - 4.1 Agency, at its own cost, shall assume costs to repair any damage to the Conference Center caused by or in connection with its use by Agency, or any of Agency's employees, staff, contractors, agents, guests, or other invitees coming upon the Conference Center with Agency's consent ("Permitted Parties"). Agency is responsible for any costs incurred by EBCF in connection with any damages caused by Agency or its Permitted Parties and repaired by EBCF. EBCF reserves the right to use any security deposit provided by Agency and to further recover from Agency any costs (not covered by the security deposit) incurred by EBCF to repair damage caused by Agency or its Permitted Parties. EBCF shall return the balance of the security deposit (if any) to Agency within a reasonable time after the Date.
 - 4.2 Agency shall, immediately following the Event, remove, or cause to be removed, from the Conference Center all equipment, supplies, food, beverages, and any other material brought onto the Conference Center by Agency or its Permitted Parties. Immediately following the Event, Agency shall leave the Conference Center clean and in such condition and repair equal to that which existed prior to the Event. Agency shall pay EBCF for all damages, consequential as well as direct, sustained by reason of Agency's failure to remove all personal property or clean the Conference Center. Any of Agency's personal property remaining in the Conference Center after the expiration of this Agreement shall be deemed abandoned. _____ (initials required)
- 5. **Fees.**
 - 5.1 No later than two weeks prior to Date, Agency shall pay to EBCF the following agreed use fees for use of the Conference Center, based the hours specified in the Application for Use and according to the fee schedule listed in Addendum A. Agency will receive an invoice from EBCF indicating total amount due.

 - 5.2 Agency shall also pay to EBCF use fees, to be determined at the discretion of EBCF, if attendance and use of the Conference Center by Agency exceeds the Time on the Date (as defined in the Application for Use), or cancellation fees, if applicable, as outlined in Section 11.
- 6. **Rules and Regulations.** Agency will make reasonable efforts to comply, and cause all Permitted Parties to comply, with all applicable laws including, without limitation, rules and regulations which may be established from time to time governing the use of the Conference Center and of which agency is notified.
- 7. **Termination.** The failure or refusal of Agency to comply with any term or condition contained in this Agreement constitutes a breach of this Agreement. In the event of such a breach, EBCF shall have the unconditional right, at any time, to revoke the license created by this Agreement and immediately terminate Agency's right to use the Conference Center. All other applicable obligations of Agency under this Agreement shall remain in effect. This termination shall be in

addition to, and not in lieu of any other rights and remedies available to EBCF under this Agreement or at law or in equity; and Agency hereby releases EBCF, and agrees to indemnify and save EBCF harmless from any and all claims, liabilities, and damages which may arise by reason of such termination.

8. **Indemnity, Waiver of Claims and No Liability.**

8.1 Agency, or itself, and for any person, corporation, or organization for which it may be acting, shall release, waive all claims and indemnify, defend and hold EBCF harmless against any and all claims, liabilities, actions, losses, damages, costs and expenses (including reasonable attorneys' fees) arising out of any death or injury to any person or damage to any property arising out of (a) the Event and Agency's use of the Conference Center, (b) Agency's breach of any term or condition of this Agreement, and (c) the act or omission of Agency. Agency waives any right of recovery against EBCF on account of loss or damage of Agency or Agency's property, or the property of others under its control, to the extent such loss or damage is insured against under any insurance policy which Agency may have in force at the time of such loss or damage.

8.2 EBCF shall have no liability or obligation to Agency or its Permitted Parties and Agency on behalf of itself and all Permitted Parties releases EBCF from all claims with respect to any cancellation, delay, or interruption of the Event by reason of:

- (i) termination of Agency's right to use the Conference Center pursuant to Section 8 above;
- (ii) any delay, interruption, or inability to hold the Event in the Conference Center for any other reason, including, but not limited to, fire or other casualty, act of God, application of any laws, orders, regulations, or directives of any governmental agency, or any cause within or beyond the control of EBCF.

9. **Disclaimer.** EBCF shall have no responsibility whatsoever for any personal property brought to or left in the Conference Center by Agency or its Permitted Parties, it being understood and agreed that all such property shall at all times be the sole risk of the Agency.

10. **Insurance.** Agency, at its own cost, shall maintain in effect on the Date a policy of comprehensive liability insurance, including property damage. The policy must include a Cross Liability Endorsement and state that coverage is primary as regards any other coverages available to EBCF regarding use of the Conference Center by Agency. Agency shall at all times maintain Workers' Compensation Insurance for all employees while performing services or using the Conference Center under this Agreement. Agency shall provide EBCF with a copy of a certificate of insurance as required in Section 2 above.

11. **Cancellation Fees.** EBCF agrees to reserve the contracted meeting space to the exclusion of other business opportunities. Should Agency cancel the contracted meeting space after contract signature, a cancellation fee will be assessed as outlined in the following schedule: Cancellation 30-45 days out - 10% percent of total contracted room revenue; 15-29 days out – 15% percent of total contracted room revenue or \$50, whichever is greater; 0-14 days – 20% percent of total contracted room revenue or \$75, whichever is greater. If Agency qualifies for use of meeting space as donation-in-kind from EBCF, cancellation fee will be \$50 if event is cancelled less than 72 hours prior to event starting time.

12. **Joint and Several Liability.** If more than one party executes this Agreement as "Agency," the term Agency hereunder shall refer to each, any, and every such party, and all such parties shall be jointly and severally liable for all obligations and agreements of Agency hereunder.

13. **No Smoking.** The Conference Center is a non-smoking facility, therefore Agency agrees to abide and make reasonable efforts to cause all Permitted Parties to abide by this restriction at all times while using the facility.

- 14. **Wall Markings.** The use of tacks, nails, paint, markers and tape (except for blue painter's tape) is prohibited in the Conference Center and Agency agrees to make reasonable efforts to abide and cause all Permitted Parties to abide by this restriction.
- 15. **Assignment.** This Agreement is personal to the Agency and may not be assigned.
- 16. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

By causing this Agreement to be executed below, Agency agrees to indemnify, defend, and hold harmless the East Bay Community Foundation and any agent or employee of the East Bay Community Foundation from and against all claims and liabilities, whether proceeding to judgment, settlement, or otherwise brought to conclusion, arising out of any operations or activities performed by said organization or group on_____.

I have read and understand the terms of this Agreement.

AGENCY:

By: _____

Name: _____

Its: _____

EBCF:

EAST BAY COMMUNITY FOUNDATION

By: _____

Name: CARLOS VELASQUEZ

Its: OPERATIONS MANAGER

ADDENDUM A

RENTAL RATE SCHEDULE		
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IMPORTANT: There will be a 15-minute grace period for your group to collect their items and depart. An additional fee of \$100.00 will be added for each weekday hour of extended usage, or \$125 after 5:00pm as described in “Rental Rate Schedule”. This additional fee will be deducted from the deposit or automatically charged to the given debit or major credit card.