

**17. Premises Use Policies and Conditions**

- a)** Lessee shall remain solely responsible for obtaining all required permits, licenses, and inspections for the purposes of the lease which could include but not be limited to a business license, food service permit, seller's permit, alcohol distribution license and or special event permit if needed. The Association makes no warranty as to the necessity of Lessee to obtain any permit, license or inspection and offers no advice or support in this matter.
- b)** Lessee shall designate a responsible individual to communicate with Association Staff throughout the event. The designated person shall be present and available throughout event to work with Association Staff and hired Security. Lessee shall not knowingly use the Premises for any unlawful purpose.
- c)** Lessee warrants that he/she shall not sublet use of the Premises to any other individual or entity.
- d)** Lessee agrees that they will maintain the Premises in good condition; that he or she shall not permit the accumulation of refuse or dispose of liquid or other waste, in or about the Premises and that he/she will surrender the Premises in similar condition than that when received.
- e)** The Association will not be required to make any improvements, repairs, remediation or modifications to the Mack Powell Event Center, and lessee shall accept the facility 'As Is'.
- f)** The Association Staff will not be available to serve, decorate, provide supplies, or otherwise be involved in the event. The Staff Member is authorized to enforce all Premises-use rules, conditions, and regulations.
- g)** No advertising, promotion or tickets by Lessee shall state or imply that the program or meeting is an activity of the Sacramento Association of REALTORS®, Inc. or any derivation of that name or trademark unless prior written approval has been given by the Association. The Association's address may be used in invitations and on directions to the event. The Association strongly encourages Lessee to refer to the Premises in all advertising and event materials as the 'Mack Powell Event Center'.
- h)** Outside areas of the Premises are generally not available as part of the Agreement and shall be used only for parking of vehicles and no other activity during the Lease Period. Entrance ways, alleyways and the grounds surrounding the building are to remain free of equipment, clutter, and congregating persons. Smoking is only permitted in the area outside the covered entrance way near the flagpole. Smoking is not allowed inside or within 25 feet of doors to the building.
- i)** Lessee or Lessee's vendors or guests occupying the premises earlier or staying later than the reserved time will be charged for the additional time. Occupying earlier shall incur a charge of \$150 per hour. Staying later will incur a charge of \$300 per hour thereafter.
- j)** The commercial kitchen is restricted to individuals that have a ServSafe Food Handler or Manger Card. If any person is found to have entered the commercial kitchen during your event without the proper certification, your event will be subject to immediate cancellation. This rule will be heavily enforced. The kitchen shall be left in the condition it was found. If used, the kitchen equipment, countertops, sinks and floor shall be cleaned and disinfected by the caterers and/or serving personnel. Failure to do so will result in additional cleaning charges.
- k)** The Association reserves the right to cancel the entire agreement and ask the entire party to leave if (1) a minor is consuming alcohol; (2) an adult is providing alcohol to a minor; or (3) one or more guests appears intoxicated and refuse to leave the Premises upon request. The Association may exert its rights under this clause either with or without the assistance of law enforcement. All alcohol must be consumed in the Mack Powell Even Center. No alcohol is permitted anywhere outside of the building. Only commercially produced beverages labeled for retail sale may be consumed.
- l)** Lessee is responsible for any of their guests that bring alcohol onto the premises without obtaining the proper insurance/permit requirements. Events may immediately be cancelled if alcohol is consumed without meeting the permit, insurance, and security requirements.
- m)** Only the Lessee and/or the hired vendor will be authorized to dispense alcohol, and only from the approved designated areas on the floorplan by the Sacramento County Sheriff and ABC. No drinks may be mixed by anyone other than the approved bartender(s). Those persons dispensing alcohol shall themselves not consume alcohol.

- n)** Fire code does not permit open flame devices except those needed for food preparation.
- o)** Decorations must be UL approved (flame retardant). You may NOT hang décor from the ceiling or its structure or adhere any items to the walls. The use of nails, tacks, scotch/tape, or staples are not permitted.
- p)** Event Center staff may bill and accept payments for additional options Lessee may request on the day of the event.
- q)** Event Layouts MUST be finalized and approved by Lessee at least 14 days prior to the scheduled event date. Layout changes CANNOT be made on the day of the event.
- r)** A post event walkthrough of the facility with event center staff is mandatory. Failure to complete a walkthrough with event center staff and signing out may result in forfeit of the full cleaning deposit amount.
- s)** The Sacramento Association of REALTORS® and/or the Sacramento County Sheriff's department reserves the right to cancel any event for violations of any terms and conditions of the Event Center Rental Agreement.