



The Open Square
*a global conference and education center
at Futures Without Violence*

Facility Usage Policy & Agreement

- 1) **Facilities are not available for the following:**
 - a. Events which are primarily social in nature
 - b. Events by organizations practicing discrimination based on race, color, religion, national origin, gender, sexual orientation, age, marital status, disability or veteran status
 - c. Organizations planning to charge admission fees, make collections, seek contributions, give door prizes, promote commercial products, or sell articles or services while in the building
 - d. Events which represent or promote a specific political platform, or attempt to influence specific regulations or legislation, or promote election campaigns
 - e. Events which represent or promote a particular religious agenda or organization
 - f. Events that may damage FUTURES' facilities and equipment
 - g. Events on weekends or evenings: In most instances, the facilities are not available for events later than 5:00pm on weekdays or during weekends or holidays
- 2) **Location Identification:**
 - a. All events held at FUTURES facility should reference **"The Open Square at Futures Without Violence"** in direction, invitation, and location description
- 3) **Equipment, Catering and Supplies:**
 - a. Prior to, written permission is required to serve food, beverage or alcoholic beverages in the facility. The event organizer is responsible for all licensing, bonding requirements. Other than approved catering plan, no cooking equipment (i.e., microwave, open flame grill) is allowed in or around FUTURES facility.
 - b. Outside Audio Visual Services, Broadcasting Services, Florists, Valet Parking, Caterers, Rentals, Linens Services, Photographers and Vendors must be approved by FUTURES. The event organizer will contract directly with the vendor(s) for these services.
 - c. Prior permission is required to bring in special equipment, temporary materials, decorations, floral and plant materials, or signage.
 - d. Nothing may be affixed to surfaces, furnishings or equipment owned by FUTURES without prior written approval by FUTURES. Any and all approved installation, alterations or physical changes ordered or made by the event organizer, upon completion of the event, the event organizer shall be solely responsible, at event organizer's sole cost and expense, for restoration of FUTURES facility, furnishings, or equipment to its original condition.
 - e. Use of FUTURES-owned equipment, or moving existing furnishings and fixtures is not allowed without prior written approval by FUTURES.

- f. All deliveries and pick-ups are to be made through the rear service area along Taylor Road between Bliss Road and Sheridan Road. No deliveries are to be made through the Montgomery street entrance of the facility.
 - g. Do not ship boxes/ courier items to facility. No deliveries accepted without prior consent and without presence of event organizer.
 - h. Sleeping or showering inside FUTURES facility is not permitted.
 - i. Bike, scooter or any other transportation equipment must be kept outside the building at all times.
 - j. No loud music or instrumentation may be played without prior approval.
- 4) **Accessibility:** A ramp is located at the rear of the building along Taylor Road (between Bliss Road and Sheridan Road) with designated handicap parking nearby. An elevator is available by reception to access ground level to conference and breakout rooms. The Open Square conference center has multiple access points: a) doors directly from the rear of the building; and b) an internal ramp from the ground level. Restrooms are located on the ground level including a handicap accessible stall. 2 Handicap parking spots are available at the rear of the building.
- 5) **Safety and Protection:** FUTURES COVID-19 prevention protocol will be based on local San Francisco public health or CDC guidance at the time of the event and strictly enforced. The protocol may change based on CDC or local public health guidelines, which will be provided to the event organizer as soon as it becomes available. FUTURES reserves the right to cancel or remove the event or person(s) that violates the protocol at any time, including but not limited to face mask, incomplete COVID health questionnaire, group size, and unauthorized space use. FUTURES will determine based on expected attendance and other event characteristics, the number of security guards or other personnel required to maintain security, safety and protection during the event, including set up and take down. The event organizer is responsible for independently contracting for payment of all extra security, concierge, cleaning and engineering staff required for the event. The event organizer hereby expressly assumes all responsibility for the safety and security of the person and property of event organizer, and its servants, agents, employees, contractors, suppliers, invitees, patrons and guests, while in, upon or about FUTURES facility.
- 6) **Seating Capacity:** The maximum seating/ standing capacity of each space may change based on CDC or local public health guidelines and must be adhered to. FUTURES will notify any change to event organizer as soon as it becomes available.
- 7) **Event Representative(s):** One or more designated representatives must be present during the entire event, including delivery of materials, catering and florist deliveries, set up and take down. Large or exceptionally complex events will be required the presence of two-representatives. Press events will require a designated press contact. FUTURES' staff will not receive, store or ship materials related to independent events, and will not be responsible for materials that are shipped to the FUTURES facility.
- 8) **Rental Premise and Scope:** Refer to approved rental intake form submitted by the event organizer. Reservation change may be made up to 30 days prior to the event date without penalty. The event organizer shall be responsible for rental fee for reserved rooms that are not canceled 30 days prior to the event.
- 9) **Rental Fee:**
- a. See fee schedule. The rental rates are for up to eight (8) hours of use which is inclusive of caterer and client set up, the actual event, and removal of persons, personal belongings, all rental equipment and display materials.
 - b. Additional charges associated with extended hours of use of facilities, permit, credit card payment, damage, abuse of facilities furnishings and equipment, or for additional services may be assessed. The event organizer accepts full responsibility for such obligations and the prompt and proper settlement (10 days post event and notification by FUTURES.)

- c. Payment schedule. 50% deposit of total estimated rental fee is required to hold the reservation and the remaining 50% balance due 30 business days prior to the event. FUTURES will issue a final invoice with any adjustment to the event organizer within ten (10) business days post event.
- d. Late fee. If FUTURES does not receive the Rental Fee and any other sum due from the event organizer within fifteen (15) calendar days after such amount shall be due, the event organizer shall pay to FUTURES a late charge of 5% of the Rental Fee, in addition to all outstanding fees.

10) Insurance:

- a. The event organizer should maintain adequate insurance coverage during the term of the agreement for FUTURES' facilities. Prior to the event, the organizer must provide a Certificate of Insurance with Futures Without Violence named as an additional insured for the event date(s) with a coverage in the amount of at least \$1,000,000 combined single limit for bodily injury and property damage.
 - b. Caterer's Insurance Requirement:
 - i. Catering firm must name Futures Without Violence as an additional insured on its required liability insurance coverage and must provide a Certificate of Insurance evidencing that additional insured status as well as the following policies and minimum limits are provided. The Certificate of Insurance should disclose the full limits of coverage maintained by the catering firm.
 - ii. Commercial General Liability: No less than \$500,000 per occurrence for events with 50 guest or less; no less than \$1,000,000 for events for 50 or more.
 - iii. Liquor Liability: Coverage must be a separate policy of a separate endorsement to the Commercial General Liability policy. This coverage must be specifically noted on the Certificate of Insurance with a coverage in the amount of at least \$1,000,000 combined single limit for bodily injury and property damage must be provided. This policy must name Futures Without Violence as additionally insured.
 - iv. Automobile Liability Coverage: No less than \$250,000 per occurrence for small business; no less than \$500,000 per occurrence for standard firms.
 - v. Worker's Compensation: Insurance must be maintained at the statutory limits.
 - vi. Indemnification and Hold Harmless Provisions: The catering firm must agree to indemnify and hold harmless Futures Without Violence from claims, liability, cost, and expenses arising from any negligent act or omission on the part of the catering firm, its employees or agents that are associated with the use of the facility, including injury to guests, FUTURES employees or agents, and catering firm employees or agents.
- 11) Trash:** Event organizers will be provided with information on our trash system and agree to adhere to proper disposal of trash within the FUTURES building. The trash is organized by, Waste, Recycling and Compost. FUTURES will share with event organizers a PowerPoint slide to share with event attendees at the beginning of a meeting to help clarify what each garbage receptacle is for. Please share this information with guests/conference participants accordingly. ***We highly encourage event organizers to use compostable products (ie; cups, utensils, paper plates etc.) whenever possible.***
- 12) Smoking:** No smoking of any kind is allowed on the premises, near exterior doors, and windows of the facility, or in areas that otherwise prohibit such activities. FUTURES reserves the right to remove any person or impose additional fees if prohibited smoking occurs. Smoking must take place at least 100 yards away from building.
- 13) Animals:** Animals, except for service animals specifically licensed and trained to assist people with disabilities, are not permitted in the building.

- 14) **Denials:** Futures Without Violence reserves the right to deny the use of its Facilities to any person or organization at any time and to deny the continued use of said facilities to any user who does not comply with FUTURES policies and procedures.
- 15) **Cancellation by Visiting Organization:** A notice of cancellation is required for all events. The cancellation of a booking 30 business days or less prior to the event will forfeit deposit. 15 days or less prior to the event will be charged 100% of the full rental fee. Cancellations must be made in writing via e-mail or fax.
- 16) **Cancellation by FUTURES:** FUTURES reserves the right to release the date, terminate, cancel, postpone, or change times of reservation, at any time, that does not adhere to these terms and agreement, including payment schedule or due to force majeure. Cancellation or change notice will be issued in writing to the event organizer via e-mail or fax.
- 17) **Force Majeure:** The event beyond the reasonable control of FUTURES and the event organizer (each, a "Party") such as acts of God, war, including armed conflict, disease at or near the venue (examples of disease: Coronavirus, SARS, Legionnaires), travel advisory warnings at or near the venue, civil disturbance at or near the venue, terrorism or threats of terrorism at or near the venue as substantiated by governmental warnings or advisory notices, disaster, fire, earthquakes, hurricanes at or near the venue, or shortages or disruption of the electrical power supply causing blackouts or rolling blackouts or other essential utilities at or around the venue making the event illegal, or impossible to fully perform under this Agreement as FUTURES and the event organizers originally contracted. In such case the affected Party may terminate this Agreement in writing. In case of termination due to a situation of force majeure, no indemnity neither remuneration will be paid by the event organizer, except for any areas, deliveries and/or services initially agreed or completed and those the event organizers already benefited at the end of termination. No indemnity for indirect damage and/or loss of profit can be in particular asked for in case of such terminations as a result of force majeure.
- 18) **Refund:** Any refund due to the event organizer because of cancellation, change in scope, or force majeure will be issued within 10 days of notice.
- 19) **Pre-Event Walk-Through (required):** A pre-event walk-through with a FUTURES staff person is required no later than thirty (30) days prior to the event that includes the caterer and event planner and other major subcontractors.
- 20) **Post-Event Walk-Through (required):** Complete removable of event and personal belongings from all rented areas is required, including removal of all specially rented furnishing and/or equipment by the event organizer. A post-event walk-through with a FUTURES staff person is required at the close of the event. If FUTURES finds the clearance to be inadequate or excessive property damage, special maintenance services will be contracted by FUTURES and billed to event organizer.
- 21) **"As-Is"; Release:**
 - a. The event organizer acknowledges that it has inspected the Rented Premises, observed no dangerous conditions, accepts the Rented Premises "as is" and assumes all risk of injury or damage to event organizer's person or property in connection with event organizer's use of the Rented Premises regardless of the condition thereof.
 - b. The event organizer expressly waives all rights, if any, to assert any claims against FUTURES, the Presidio Trust, and any and all of its subsidiaries, affiliates, members, directors, employees, representatives, tenants, for damage, destruction, or loss of any equipment, supplies in Rented Premise or, by any reason of fire, theft, robbery or burglary, bodily injury, personal injury or death or other loss, provided, however, such loss or damage is not due to the gross negligence or willful misconduct of FUTURES or its subsidiaries, affiliates, members, or employees. The event organizer accepts all responsibility for any injury or public liability incurred as a direct result of or arising from the Event, except to the extent caused by the gross negligence or willful misconduct of FUTURES.
- 22) **Hours of operations:** 9:00am – 5:00pm M-F, prior authorization required for other hours.

- 23) Loss of Property:** Event organizer agrees that it assumes the risk of any damage or theft of all materials brought into FUTURES facility (including, without limitation, damage that may occur to any of event organizer, its employees or agents personal property being stored in FUTURES facility whether by earthquake, tsunami, water, frost, ice, explosion, falling plaster, fire or gas, smoke or other fumes, or the leaking, breaking, backing up or other malfunction of any lines, wires, pipes, tanks, boilers, lifts or any other appurtenances, regardless of who installed or maintains the same. The event organizer shall promptly remove all materials at the closing of the event.
- 24)** FUTURES does not supply linens, signage material, tape, office supplies, or other equipment etc.
- 25)** Copying service is not available.
- 26)** Telephone is not available.
- 27)** Water service is not available.
- 28) Indemnification:** The event organizer agrees to indemnify, defend, and hold harmless FUTURES, the Presidio Trust, and each of their respective officers, agents, employees and contractors, and each of them (collectively the “FUTURES Indemnitees”), from and against any and all liability for loss, damage, illness, or expenses (including, without limitation, reasonable attorney’s fees) suffered by or asserted against FUTURES Indemnitees as a result of the activities of the event organizer under or related to this Agreement. The indemnity given by the event organizer pursuant to this paragraph shall survive the expiration or termination of this Agreement.

2022 RENTAL RATES & FEES

(Business Hours: 9:00 am – 5:00 pm, Monday – Friday)

**Weekend/Holiday/Evening rental is contingent on staff availability

	Week days (M-F, 9am-5pm)	Evening (2pm-10pm) Weekend and Holiday (9am – 5pm)	
Open Square	1,300	2,200	Non-Profit
	1,800	3,400	Corporate
Breakout (large, add-on to OS)	250	300	Non-Profit
	300	500	Corporate
Breakout (small, add-on to OS)	100	150	Non-Profit
	150	250	Corporate
Breakout (large, stand-alone)	250	unavailable	Non-Profit
	300	unavailable	Corporate
Breakout (small, stand-alone)	100	unavailable	Non-Profit
	150	unavailable	Corporate

* Rates include Wi-Fi (up to 25 devices), conference tables (25) and conference chairs (160), and basic AV system in Open Square (projection, screen, mics); large breakout rooms (presentation monitor, built in conference call capabilities); small breakout rooms (no AV or conference call capabilities).

* For time over or outside of rate schedule hours, an additional pro-rated rental rate for each half hour will apply.

* Credit card processing fee will be applied if payment is made by credit card

* Tech Support is available during regular business hours on weekdays and billed at \$100 per hour. The weekend and evening availability is reviewed on a case-by-case basis and billed at a special rate. ** FUTURES does not support or held responsible for content creation or creative aspects for event programming, including editing Power Point or Keynote presentations, pictures or video.

Special Fees & Services

Cleaning Fee (per day)	
w/ catering or self catering	\$100-300 per room
no catering (no food/drinks)	\$50-150 per room

ACKNOWLEDGEMENT & AGREEMENT

I, _____, representative of _____ acknowledge receipt of FUTURES facility rental policy and fees, and agree to adhere to the terms and conditions set forth in this agreement on (Date)_____. Signature _____

I, _____, representative of _____ acknowledge receipt of FUTURES facility rental policy and fees, and agree to adhere to the terms and conditions set forth in this agreement on (Date)_____. Signature_____