



FILIPINO-AMERICAN ASSOCIATION OF PITTSBURGH

FILIPINO-AMERICAN ASSOCIATION CULTURAL CENTER

345 CENTRAL AVENUE

PITTSBURGH, CALIFORNIA 94565

Event Information

APPLICANT NAME: _____ HONOREE/ORGANIZATION NAME: _____

ADDRESS: _____ CITY: _____ ZIP: _____

CONTACTS: MOBILE _____ EMAIL: _____

EVENT DESCRIPTION: _____ MAXIMUM ATTENDANCE: _____

DATE OF USE: ____/____/____ DAY OF WEEK: _____ Event Start Time: _____

EVENT HOURS: FROM _____ TO _____ CLEAN-UP & CLEAR OUT BY: _____

EARLY SETUP (ADDITIONAL MAY FEES APPLY): DATE: _____ FROM _____ TO _____

FOOD: ☐ Buffet ☐ Counter/Table Service MUSIC: ☐ DJ ☐ Band ALCOHOL: ☐ Served ☐ Sold

If alcoholic beverages are sold, applicant must obtain a permit from the State of California Alcohol Beverage Control Board. See General Rules & Regulations for additional information.

TOTAL RENTAL FEES: \$ _____

Payment in full due 30 days prior to Event Date

RENTAL FEE: \$ _____

NON-REFUNDABLE APPLICATION FEE: \$ _____

Payment due at Contract signing

REFUNDABLE DAMAGE/CLEANING DEPOSIT: \$ _____

Pending Contract Compliance and/or Damage/Excess Cleaning charge

OVERTIME RATE: \$ 100.00

Rate charged per 15 minutes beyond Clean-up & Clear Out time

PAYMENT OPTIONS

CASH/CHECK | ZELLE: treasurer-faap@outlook.com | DEBIT/CREDIT CARD: 3% processing fee

Payment Log (to be filled out by Rental Agent):

Date	Amount	Receipt	Date	Amount	Receipt	Submitted
_____	\$ _____	_____	_____	\$ _____	_____	<input type="checkbox"/> Event Services
_____	\$ _____	_____	_____	\$ _____	_____	<input type="checkbox"/> Event Security
_____	\$ _____	_____	_____	\$ _____	_____	<input type="checkbox"/> Event Insurance

Rental Classification: ☐ Fil-Am/Sponsored ☒ Non Fil-Am ☐ Return/Referral Rental ☐ Non-Profit

CANCELLATION REQUEST: Date: _____ Signature: _____

CANCELLATION REASON: _____



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Insurance Requirements

Rental applicants must provide a certificate of liability insurance at least fifteen (15) days prior to the Event date.

Confirmation letters of liability coverage, copies of homeowner's insurance policies, declarations of coverage and evidence of insurance coverage will not be accepted, because they do not list the Filipino-American Association of Pittsburg as additionally insured or endorse the policy to provide coverage to the Association.

Certificates submitted must include the following information:

1. Specify coverage at the minimum of \$1,000,000 per occurrence for bodily injury and property damage.
2. Specify **The Filipino-American Association of Pittsburg as the additional insured** and certificate holder on all certificates.
3. Properly executed with an original signature of authorized agent. **Unsigned forms will not be accepted.**
4. Specify name and address of the insured, rental date, facility rental address, policy number and period of coverage if applicable.
5. If alcohol is served, **liquor liability must be indicated on the certificate.**
6. If alcohol is sold you must provide a copy of Police Approval Letter and ABC License.

Agreement

I, the undersigned, have read and understand the Rental Terms and Conditions and accept them herewith. At any time, if it is determined that the Rental Terms and Conditions have been violated, or the Facility, equipment or furnishings are not left in good condition, the Damage/Cleaning Deposit will be forfeited, and additional charges may be added for any excessive cleaning required and/or damages done to the Facility, equipment or furnishings.

Signature: _____

Date: _____

Special Cancellation Provision

In case anyone or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. Neither Association nor Applicant shall be required to perform any term, condition or covenant in this agreement so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, war, terrorist act, strikes, lockouts, material or labor restrictions, pandemic, damage-to or destruction-of Association facilities, or prohibitions by any governmental authority. In the event that the Event is cancelled as a result of a force majeure event, all deposits shall be returned to the Applicant, less actual costs incurred by the Association in anticipation of the Event. In no event shall the Association be liable for the failure-of or interpret interruption-of utilities. This Agreement and attachments embody the entire Agreement and understanding of the parties relating to the subject matter hereof, is nonassignable, may not be amended except in writing signed by both parties, and supersedes any prior representations, agreements, and understandings, oral or written, if any, relating to such subject matter. All notices, including a cancellation notice, must be in writing. Text messages, instant messages, messages on social media sites, and similar messages are not "in writing" for purposes of this Agreement. This agreement shall be deemed drafted by all parties and shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the parties hereto. This Agreement may be executed by electronic mail, and electronic signature shall be deemed to constitute a valid and binding signature of the executing party.

Signature: _____

Date: _____

Hold Harmless Statement

HOLD HARMLESS AGREEMENT: I certify that the information provided herein is accurate. I certify that I have read the General Rules and Regulations pertaining to Facility use and agree to comply with the Rules and Regulations. I further agree to be personally responsible for informing those using the Facility as scheduled in the Agreement of the Rules and Regulations of the Filipino-American Association of Pittsburg. I, or organization through me, agrees to be responsible for any damage to the Facility, equipment or furnishings during the use of the Facility and further agree to release and hold harmless the Filipino-American Association of Pittsburg from any and all liability for damage or injury to person or property of the undersigned due to use of said Facility.

Signature: _____

Date: _____



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Rental Terms & Conditions

1. Applicant

A duly authorized representative of the organization or person responsible for the rental must sign the completed application.

The Filipino-American Association (Association) requires the Applicant, not another party, to complete all transactions and provide the insurance required for the rental. The Applicant is responsible for the activity, payment of fees and provisions of the insurance.

Applications must be submitted in person at the Facility located at 345 Central Avenue, Pittsburg, California.

Applications are not accepted via fax, phone or e-mail. Contact the Rental Agent for an appointment.

2. Reservation & Booking Procedure

Reservations are accepted on a first-come first-served basis. **The Applicant must read and sign the contract herein and present with the non-refundable Application Fee and refundable Damage/Cleaning Deposit** See Schedule of Fees.

Payment installments can be arranged at the request of the Applicant. The remaining unpaid balance and other applicable fees are due **thirty (30) days prior to the Event Date**. Checks should be made payable to the Filipino-American Association.

3. Deposits & Refunds

Damage/Cleaning Deposit

The Damage/Cleaning Deposit will be refunded within ten (10) business days after Event Date unless the facility has been damaged or the Applicant has not complied with the Rental Terms and Conditions described herein. **Charges against your Damage/Cleaning Deposit will be made for any costs including, but not limited to, damages to floors, walls, furnishings and landscaping, extra cleaning of the facilities and furnishings both inside and outside, and any other unusual costs incurred. Applicant agrees to pay for any damages not covered by the Damage/Cleaning Deposit or any Additional Insurance Policy in effect.**

If the Association staff deems a situation uncontrollable, unsafe, and/or requires public safety intervention, the applicant will forfeit the entire Damage/Cleaning Deposit and may be charged for any additional costs related to Police, Fire, or Public Works response.

The Damage/Cleaning Deposit may also be used to cover charges for additional setup time, exceeding the scheduled time or cancellations.

If the Event is cancelled for any reason by the Applicant prior to thirty (30) days preceding the Event, all fees paid will be refunded less the Application Fee.

If the Event is cancelled for any reason by the Applicant within thirty (30) days of the Event, all payments previously made will be forfeited.

Additional Certificates, Permits & Licenses

A. Insurance Certificate

If the Applicant chooses not to purchase Liability Insurance as a part of this agreement, the Applicant is required to provide the Association with a valid Certificate of Liability Insurance, written through carriers acceptable to the Association. Such certificate shall provide Bodily Injury and Property Damage Liability protection at a limit of \$1,000,000.

If alcohol is served or sold, liquor liability coverage is also required and must be stated on the Certificate. The Applicant must be specified as the insured. The Certificate shall be properly executed with the original signature of the authorizing insurance agent. The

Certificate shall name the Filipino-American Association and its members, employees, staff, and volunteers as an Additional Insured in conformance with the Hold Harmless Agreement in the Facility Rental Application. Typically, homeowner insurance can be extended to cover events.

B. Security Guard(s)

One (1) security guard for every fifty (50) guests (4 maximum) is required. Security must be provided by Elite Risk Management (925) 727-3550, a third party company licensed by the State of California.



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Rental Terms & Conditions (continued)

C. Other Required Permits/Licenses

If applicable, copies of the following permits/licenses must be submitted with your Rental Reservation Balance.

- a. **Alcoholic Beverage License**
Events allowing the sale of alcoholic beverages or involving exchange of any type of monetary consideration (example: purchase of meal or meal tickets) with any form of alcohol being served as part of that meal, require the acquisition of a permit from the Department of Alcoholic Beverage Control (ABC). Contact (510) 622-4970 for more information.
All beverages, alcoholic and non-alcoholic must be consumed within the building.

D. Additional Fees

Additional fees for equipment rentals or event decor are due **thirty (30) days prior to the Event Date.**

Additional furnishings brought in by the Applicant that requires the Association to provide storage will require additional storage fees and are due **thirty (30) days prior to the Event Date.**

Cancellation Policy & Payments

All cancellations must be in writing.

Reservation and confirmation may not be transferred, assigned, or sublet.

The Association reserves the right to reschedule, relocate or deny a request previously approved. In this circumstance, the Applicant will be given as much notice as possible.

Nonsufficient Funds

If a check tendered for payment is not honored by the bank for nonsufficient funds (NSF), **it will not be redeposited.** If the bank does not clear the Applicant's check, the Applicant will incur a fee of \$25. Visa, MasterCard, and American Express transactions that are not approved or declined will also be subject to a \$25 handling fee.

The Applicant must immediately send a certified check, money order, or cash for the amount due, including the NSF fee, to the Filipino-American Association to cover returned check or credit card transaction. Postdated checks are not an acceptable form of payment.

Mailing Address
Filipino-American Association
PO Box 455
Pittsburg, CA 94565

Inappropriate Uses

In accordance with the Association's General Policies, any fees paid may be forfeited and the Facility use shall not be granted for:

- Any misrepresentation of type of event as described on the Rental Application is cause for cancellation of the Event and forfeiture of all fees paid.
- Any party or organization political or otherwise, that advocates the overthrow of the government of the United States or the State of California by force, violence or other unlawful means.
- Any application for a youth activity without an adult sponsor (30 years of age or older). Groups of minors must be chaperoned at a ratio of at least one (1) adult per every twenty (20) minors. Names, addresses and phone numbers of

chaperones must be furnished at least 36 hours prior to your use. Alcoholic beverages may not be sold nor consumed at an event officially designated as a "youth event" (i.e. an event at which a majority of the attendees are individuals under twenty-one (21) years of age).

Forfeiture of Damage/Cleaning Deposit

Applicant must agree to take full responsibility for the behavior exhibited by guests during the Rental Time. Children must be supervised at all times by responsible adults in attendance during Facility use.

Any charge for damages to the Facility or furnishings, or additional use hours, will be deducted from the Damage/Cleaning Deposit.

- **Table covers (paper, plastic or cloth) are required.**
- The start and end time of your event must coincide with the hours contracted for Security Guards. Rentals that exceed the scheduled time period will be charged for additional time in fifteen (15) minute increments at a rate of \$400 per hour.
- Rentals that do not follow clean-up protocols or leave gum/wax/tape on the floors and Facility in unsatisfactory condition.
- Rentals that do not follow fire codes, secure appropriate permits, or required call outs for support from the Fire, Police or Support Services Departments
- Rentals that exceed the Maximum Number of Guests listed in Event Information



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General Rules & Regulations

Advertising

No advertising may be posted, petitions circulated, and solicitations or sales made in the building or on the Facility grounds.

Air Conditioning/Heating

The Association endeavors to provide a comfortable temperature in the Facility, but this is not guaranteed. The Facility will not maintain temperature with doors and windows repeatedly opened or left standing open by Applicant or Applicant's guests.

Alcoholic Beverages

Beer and wine is permitted provided the Applicant submits the required event insurance and/or licenses.

Serving or distribution of hard liquor in any manner by Applicant or Applicant's Guest(s) requires Bar Fee. Failure to pay Bar Fee prior to serving hard liquor is subject to forfeiture of Damage/Cleaning Deposit.

Alcohol must be served from a designated bar or passed by service staff. Guest self-service is prohibited. The Event Security has the right to prohibit service to any guest. Bar service or serving of alcohol must terminate ninety (90) minutes prior to scheduled Event Hours of Use end time.

Appliances

The Association allows the use of in-house non-commercial, standard kitchen appliances for convenience only. There is NO GUARANTEE on availability or operation of appliances at the time of Rental. Applicant is responsible for providing their own accommodations to store and heat/cool food and beverages as necessary for their event.

"As-Is" Conditions

The premises and facilities are old and not constructed in accordance with current building codes or the Americans with Disabilities Act. As a result, there may occur damage or loss to the Applicant's property or right of occupancy caused by any of the following but not limited to: a) Utility failure; b) Earthquake or earth tremors; c) Weather damage; and d) Other equipment or facility failures due to age and condition.

The Association reserves the right to make necessary repairs and changes at any time to any portion of the premises and facilities determined as unsafe or in need of repair. The Association will make every attempt for repairs to not impact the Applicant's right of occupancy, however some portions of the premises and facilities may be in a state of disrepair and deterioration.

Acknowledging the forgoing, the Applicant nevertheless agrees to accept the risk of such losses and accepts use of the premises in its "As-Is" condition, with all faults, acknowledging that the Association shall not be held responsible for any such damage to the Applicant's property or right to occupancy caused directly or indirectly by the aforesaid condition of the premises.

Banners/Signs

Banners or signs may not be hung on the exterior of the Facility or on the grounds unless previously approved by the City Planning Department. All signs must comply with the City Sign Ordinance. Contact the City of Pittsburg Planning Department for more information.

Candles/Open Flame

Candles, any open flame, cooking device, or flammable materials may not be used in/around the facility.

Catering and Other Service Providers

All questions from caterers, musicians, florists, and other service providers regarding your rental will be referred back to you.

Clean-Up

The Applicant is responsible for cleanup and the condition of the Facility at the end of the Event. The Applicant will be charged for damage/abuse beyond normal wear and additional cleanup, if required.

The Facility must be left in the same condition it was provided prior to the Event.

All Applicants must:

- Wipe kitchen table/countertops and remove all food and beverages.
- Remove trash from garbage containers and place in the trash dumpster. Trash dumpster and trash can liners will be provided
- Clean spills and debris from tables, chairs, and floors.
- Pick-up litter, inside and outside the Facility and restrooms. All litter must be placed in the trash dumpster.
- All spills must be wiped dry.
- Clean all spills, gum, wax, and tape from floors or carpet.
- Stack chairs 4 high and leave next to tables.



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General Rules & Regulations (continued)

Decoration

A copy of your proposed Facility layout, if applicable, must be submitted to the Rental Agent no later than fourteen (14) days prior to the Event Date.

All decorations must be either non-combustible or treated with State-approved flame-retardant solutions or processes. Some decorations, such as straw or cut holiday trees require a Certificate of Flame Retardance. Contact the Pittsburgh Fire Department for more information.

Do not conceal or otherwise obstruct any exit light, fire alarm, fire extinguisher, or other fire protection device or system.

- Live plants must be in waterproof, non-metal containers.
- Nails, staples, tacks, etc. are not allowed in the Facility.
- Only 3M Command Adhesive products are allowed to be used on painted surfaces.

The Association is not responsible for equipment brought on the premises for the Event, or lost, misplaced or stolen articles belonging to the Applicant, vendors, employees, agents and invitees of the Applicant. Security is the responsibility of the Applicant.

The security system or video surveillance does not provide any guarantee of property. The Applicant further waives any liability of the Association for the protection of any and all items stored in and around the building premises before, during, or after the contracted time of their event from damage or theft.

The Association assumes no liability for Event cancellation due to any loss caused by damage or theft.

Designated Representatives

Identify two (2) representatives authorized to make decisions or respond to questions/problems on the day of the event.

Exit Doors and Paths

Do not block or obstruct any stairway, hallway, corridor, aisle or exit door.

Hand Cart/Dollies

To move heavy objects (i.e. speakers, cases of food and beverage, or decorations) hand carts must have large, clean rubber wheels, with all projecting edges protected. You will be charged for any damage to the floor, doors, windows, walls, etc.

Hours

Package price includes twelve (12) consecutive hours of choice Friday and Saturday between the 10:00 a.m. and 2:00 a.m. unless otherwise noted. Only one Event per day is scheduled and exclusive use of the facility begins at 5:00 p.m. on Fridays. **Chosen twelve (12) hours include set-up and clean-up.** Additional hours can be purchased prior to the Event start time subject to availability. **Additional hours are not available before 10:00 a.m. No additional time may be added past 2:00 a.m. Payment for additional time is due in full at the time of request.**

Leftover Food/Beverage

The association will not accept donations of leftover food, beverages, supplies, or other items from your event.

Loading/Unloading

The rear lot and access doors are available for loading/unloading ONLY (vehicles must be moved to other parking areas).

Outside Uses

All activities must conform to City of Pittsburgh Municipal Codes.

Overcrowding

Events are limited to the number of attendees stated on the rental agreement, not to exceed two hundred and fifty (250). If an event exceeds the agreement limit, Public Safety intervention (police, fire, etc.) may be called to reduce the overcrowded conditions. **You will also be billed for all costs related to Public Safety service calls in addition to forfeiture of Damage/Cleaning Deposit.**

Prohibited Items

Do not use confetti, glitter, sequins, rice, birdseed or rose petals in or around the Facility (including patios and porches).

Rental Time

You must enter and leave within the time specified on your Facility Rental Agreement. Rental times designated on the application include setup/decorating and cleanup. Rentals are limited to no more than fourteen (14) consecutive hours. Only one (1) rental per day is permitted. Applicants reserve and pay for a continuous time block. Applicants will not receive a refund or credit for time reserved, but not used.

Events that exceed the scheduled rental time will be charged for additional time in fifteen (15) minute increments at a rate of \$400 per hour.



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General Rules & Regulations (continued)

Room Set-up

The main hall floor plan is limited by: number of tables/chairs required for event, fire exiting requirements, dance space, gift/award space, decorations, and food beverage service.

Smoking

Smoking is prohibited in buildings, adjacent patios, restrooms, and within a twenty (20) foot perimeter of every Facility entrance. Cold-Spark/Fog/Haze machines, of any kind, are allowed in the Facility upon approval.

Storage

Storage is not available either before or after your event.

At the conclusion of the event, all materials and supplies must be removed from the Facility, including food, beverage, and decoration items.

The Association is not responsible for items left after designated rental times.

Additional furnishing(s) brought in by the Applicant that requires the Association to provide storage will require additional storage fees and are due thirty (30) days prior to the Event Date.

Tables/Chairs

A plan showing the table/seating locations, exit ways and aisles must be submitted for approval at the time of final payment. All exit doors must be operable and no part of any hallway, corridor, or exit may be used in a way that obstructs its use as an exit. The use of additional amplification equipment, bands, or DJs is prohibited in outdoor areas.

The Association endeavors to provide the number of tables and chairs indicated but is not guaranteed. Applicant is responsible for providing equipment needed in addition to the equipment available from the Association. Do not slide tables across the floors. Do not stand, sit, or lay on the tables.

Vehicles

Driving or parking on the sidewalks, pathways, patios, or other areas is prohibited. Parking is permitted in painted parking stalls only. Vehicles parked illegally are subject to being cited and/or towed at the Vehicle Owner's expense.

COVID-19

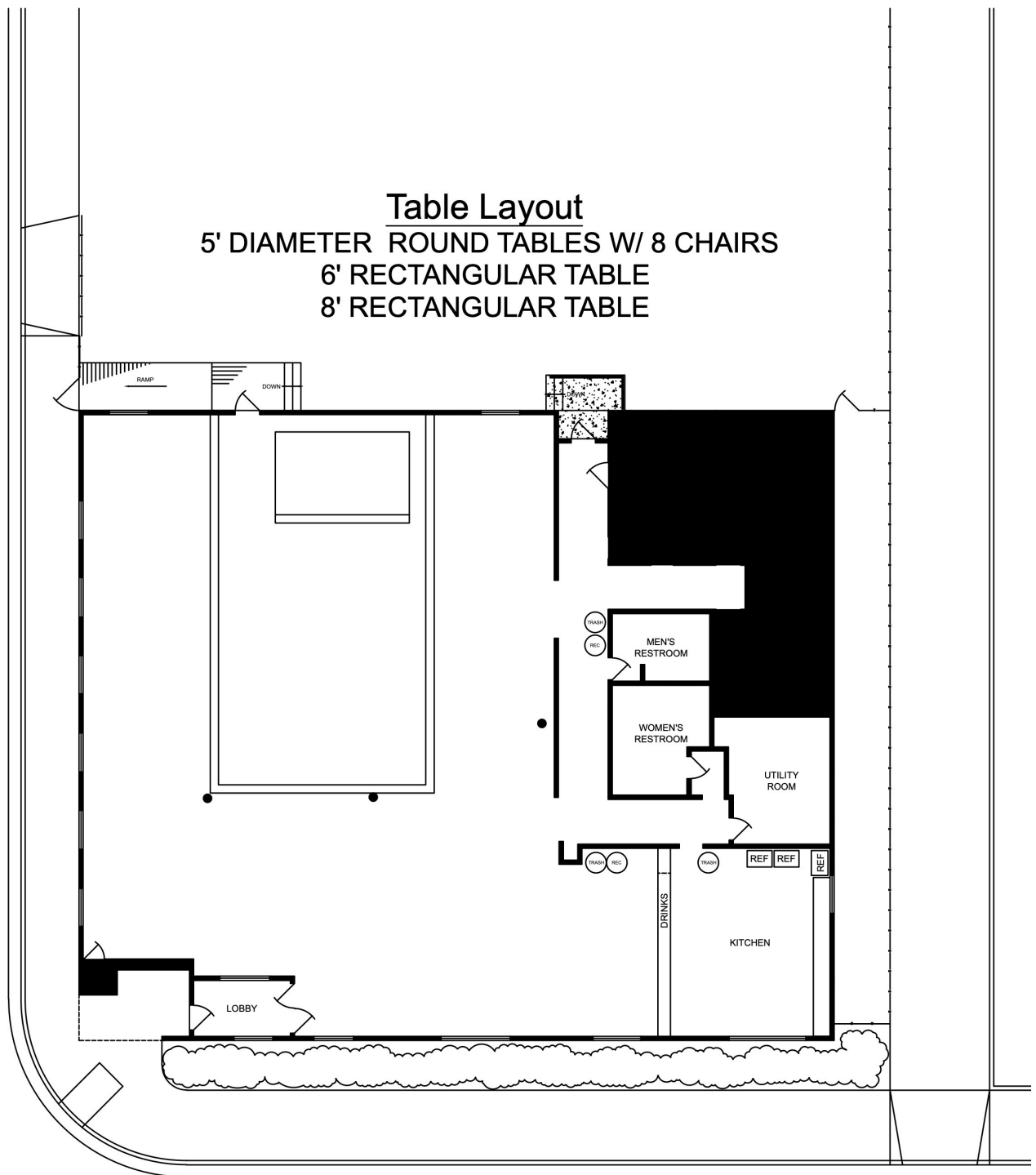
The Association is bound by the most strict guidance, recommendations and laws set forth the State of California or local agency having jurisdiction. If the Filipino-American Association is prohibited from opening the facility to accommodate Renter's Event, the Renter has the option to request in writing a full refund of prior paid payments or reschedule to a future date (upon availability of requested date).

It shall be the Renter, Renter's vendors or guest's responsibility to adhere to the most strict guidance, recommendations and laws set forth the State of California or local agency having jurisdiction during the time of use of the facility and shall hold The Filipino-American Association, their Board of Directors, Officers, Member and agents representing on behalf of the Association harmless of any COVID-19 related damage, injury or harm to the Renter, Renter's vendors or guests.

Final interpretation of all Facility Rules and Regulations remains with the Filipino-American Association of Pittsburgh Board of Directors.

MOOSE WAY

Table Layout
5' DIAMETER ROUND TABLES W/ 8 CHAIRS
6' RECTANGULAR TABLE
8' RECTANGULAR TABLE



CENTRAL AVENUE