LEASE AGREEMENT BETWEEN THE COUNTY OF LAKE AND LIVE OAK SENIORS, INC.

This lease is made and entered into this <u>1st</u> day of <u>July</u> 2024, by and between the COUNTY OF LAKE, a political subdivision of the State of California, hereinafter referred to as "LESSOR" and LIVE OAK SENIORS, INC., hereinafter referred to as "LESSEE."

WITNESSETH

WHEREAS, LESSOR is authorized, pursuant to Government Code Section 26227, to lease its real property not necessary for County use to a non-profit corporation to be used in programs to meet the health and social needs of the senior citizens of Lake County; and

WHEREAS, LESSEE has requested that LESSOR lease the hereinafter described real property to it to engage in such programs.

NOW, THEREFORE, LESSOR and LESSEE agree as follows:

- <u>DEFINITIONS.</u> Leased Premises means that building located at 12502 Foothill Blvd. Clearlake Oaks, California that is identified in the attached site plan (Exhibit A) which is intended to be used as LESSEE'S Senior Center.
- 2. LESSOR hereby leases to LESSEE, and LESSEE hires from LESSOR on the terms and conditions hereinafter set forth, Leased Premises as defined hereinabove.
- 3. <u>TERM.</u> The term of this Lease shall be for a ten-year period commencing on July 1st, 2024, and ending on July 1st, 2034, unless terminated earlier as hereinafter provided.
- 4. <u>EXTENSION OF TERM.</u> The term of this Lease Agreement may be extended in additional fiveyear increments upon written agreement of the parties. If an extension is requested by the LESSEE, LESSOR shall not unreasonably withhold its approval.
- 5. <u>CONSIDERATION.</u> LESSEE shall pay to LESSOR, in consideration for its use of the Leased Premises under the terms and conditions set forth herein, an annual rental of One Dollar (\$1.00) in advance on the first day of each calendar year during the term hereof.
- 6. <u>USE OF LEASED PREMISES.</u> Except as hereinafter set forth in Sub-section 6.A, LESSEE shall have the exclusive use of the Leased Premises subject to the condition that LESSEE shall only use said Leased Premises for charitable or non-profit uses related to and in connection with operation of the LESSEE'S programs and activities that meet the health and social needs of the senior citizens of Lake County. LESSOR understands and agrees that it is within the sole discretion of the LESSEE to determine how to best utilize the leased premises in order to most effectively and comprehensively meet the health and social needs of senior citizens and that

LESSEE's programs and activities advancing those needs are and should be LESSEE's first and only priority. LESSEE understands and agrees that LESSOR intends to facilitate the above-described programs and activities of LESSEE as evidenced by the lease of the subject premises pursuant to the terms and conditions contained herein, which premises are available as a result of public funding.

No use shall be made or permitted to be made of the Leased Premises, nor acts done, which will increase the existing rate of fire insurance upon the Leased Premises or any part thereof, nor shall LESSEE permit to be kept or used in or about the Leased Premises any article which may be prohibited by the standard form of fire insurance policies. LESSEE shall not commit or suffer to be committed, any waste upon the Leased Premises, or the maintenance of any nuisance thereon.

6.A. In light of that mutual understanding of the parties, LESSEE agrees that on those occasions when the Leased Premises are not in use by the LESSEE, LESSEE shall, pursuant to the terms and conditions devised by LESSEE in its Facility Use Agreement, Facility Use Policy and Fee Schedule that are attached hereto as Exhibit B, make an area within the Leased Premises available for use by eligible groups and individuals who agree to comply with the Facility Use Agreement, Facility Use Policy and Fee Schedule. Any amendment to said Exhibit B shall be subject to prior approval by LESSOR.

- 6.8. The possession, sale, or use of alcohol is not permitted on the premises except as permitted through an on-site dining facility or at a special event. The sale or consumption of alcohol shall comply with all federal, state, and local laws and restrictions.
- 7. <u>ALTERATION TO LEASED PREMISES.</u> LESSEE shall not make, or suffer to be made, any alteration of the Leased Premises or any part thereof, without the written consent of said LESSOR first obtained; provided further, that upon the termination of this agreement, any fixtures and partitions which LESSEE installed, shall become the property of said LESSEE and shall be removed by said LESSEE within thirty (30) days of the expiration or termination of this Lease Agreement provided that in so doing, said Leased Premises shall be restored to its original condition. LESSEE shall keep the Leased Premises free from any liens arising out of any work performed, materials furnished or obligations incurred by LESSEE.
- 8. <u>MAINTENANCE AND REPAIRS TO LEASED PREMISES</u>. LESSEE shall, at its own expense and cost, keep and maintain the Leased Premises and every part thereof in a clean, safe and sanitary condition. LESSEE shall, at its own expense and cost, maintain that area of the Leased Premises, in good condition and repair throughout the term of this Lease Agreement and any extensions thereof. Said maintenance shall include, but not be limited to, the windows, interior and exterior walls, plumbing, electrical, heating and cooling systems, appliances, grounds and

parking lot. LESSOR shall, at its own expense and cost, be responsible for maintaining the building's roof and the building's structural integrity.

Within thirty (30) days of the expiration or termination of this Lease Agreement, the LESSEE shall be allowed to remove all appliances which LESSEE has purchased, and which are not permanently attached to the Leased Premises.

9. <u>UTILITIES.</u> During the term hereof, LESSEE shall pay for all utilities that serve the Leased Premises.

10. INSURANCE.

A. LESSEE agrees to maintain, at LESSEE's own expense at all times during the course of this Lease Agreement, comprehensive general liability insurance coverage for bodily injury, personal injury and broad form property damage in an amount not less than one million dollars (\$1,000,000) combined single-limit coverage per occurrence and naming the LESSOR, its officers, officials, employees, agents and volunteers as additional insureds.

- B. LESSOR shall maintain fire and extended coverage insurance on the Leased Premises in such amounts as LESSOR shall deem appropriate. LESSEE agrees to assume the responsibility to pay the \$1,000 deductible at such time as an incident requires the initiation of a fire insurance claim.
- C. LESSEE shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable fixtures, located in the Leased Premises.
- D. If the Leased Premises is damaged by fire or other casualty resulting from any act or negligence of LESSEE or any of LESSEE's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and LESSEE shall be responsible for the costs of repair not covered by insurance.
- E. LESSEE agrees to maintain, at LESSEE's own expense at all times during the course of this Lease Agreement, a Commercial Liquor Liability endorsement for bodily injury, personal injury and broad form property damage in an amount not less than one million dollars (\$1,000,000) combined single-limit coverage per occurrence and naming the LESSOR, its officers, officials, employees, agents and volunteers as additional insureds.
- 11. <u>DEFAULT.</u> If LESSEE has defaulted in respect to any of its obligations under this Lease Agreement, LESSOR shall notify LESSEE in writing, setting out in what respects LESSOR deems LESSEE to be in such default. If within 45 days after receipt of such notice, LESSEE has corrected the default alleged by the LESSOR, LESSEE shall not be deemed in default. Neither the service of said notice nor the doing of acts by LESSEE aimed to correct all or any of the alleged

defaults shall be deemed an admission or presumption that LESSEE has failed in any respect to perform its obligation hereunder. If LESSEE fails to correct said default within the allowable time, LESSOR shall have the option to declare the Lease Agreement forfeited, and the same shall thereupon entirely cease; and it shall be lawful for LESSOR to re-enter and take possession of said Premises and remove all persons and property therefrom; and LESSOR may, after taking possession as aforesaid, at LESSOR's option and without notice to LESSEE, re-let the Premises. It is understood and agreed that each and all of the remedies given LESSOR hereunder are cumulative and that the exercise of one right or remedy by LESSOR shall not impair its right to any other remedy.

12. <u>HOLD HARMLESS</u>. LESSEE agrees to and shall defend, hold harmless and indemnify LESSOR and its officers, employees, and agents against all claims, losses, damages and liability for damages, including attorney's fees and other costs, whether for damage or loss of property, or injury to or death of person, including property of County, which is allegedly caused by (1) any cause whatsoever while such person or property is in or on said Leased Premises or in any way connected with said Leased Premises; (2) some condition of said Leased Premises or building or improvement on said Leased Premises; (3) some act or omission on said Leased Premises or LESSEE or any person in, on or about said Leased Premises of LESSEE or any person in, on or about said Leased Premises with the permission and consent of LESSEE; or (4) any matter connected with LESSEE's occupation and use of the Leased Premises.

LESSEE shall not, however, be responsible for or liable for the acts or activities of other persons or entities which utilize the Leased Premises by consent of LESSOR.

- 13. <u>WAIVER.</u> No waiver by LESSOR at any time of any of the terms, conditions, covenants, or agreements of this Lease Agreement shall be deemed or taken as a waiver at any time thereafter of any of the same, nor of the strict and prompt performance thereof by LESSEE.
- 14. <u>TERMINATION</u>. This Lease Agreement may be terminated as follows;
 - A. By mutual consent of the parties; or
 - B. By either party upon material breach of the provisions of this agreement by the other party.
- 15. <u>NOTICES.</u> All notices that are required to be given pursuant to the terms of this Lease Agreement shall be deemed given when deposited in the United States mail, postage prepaid, and address as follows:

LESSOR: County Administrative Officer 255 N. Forbes St. Lakeport, CA 95453 LESSEE: Executive Director P.O. Box 1389 Clearlake Oaks, CA 95423

- 16. <u>SURRENDER OF LEASED PREMISES</u>. LESSEE agrees, at the expiration of the term of this Lease Agreement, or any extension thereto, or upon the earlier termination thereof, to quit and surrender the Leased Premises to LESSOR in as good a state and condition as said Premises are in when possession thereof is given to LESSEE, reasonable wear and tear damage by the elements or an act of God excepted.
- 17. <u>INSPECTION OF LEASED PREMISES</u>. LESSOR, or its duly authorized representatives or agents, may enter upon Leased Premises for the purpose of determining whether LESSEE is complying with the terms and conditions of this Lease Agreement or to make such repairs, alterations, or improvements that are necessary or is required by law.

LESSEE represents that it has inspected the Leased Premises and has determined that said Premises are suitable for the use and purpose herein above specified and LESSEE accepts said Premises for said purposes in its "as is" condition.

18. <u>POSSESSORY INTEREST/LESSOR USE OF LEASED PREMISES</u>. Notice is hereby given that this Lease Agreement may be a contract with a private party whereby a possessory interest subject to property taxation is created. Since the LESSEE is party to whom such possessory interest will be vested, LESSEE may be subject to the payment of property taxes levied on such interests.

If a possessory interest tax is levied against LESSEE, as set forth above, LESSEE is responsible for full payment of the possessory interest tax.

- 19. <u>ASSIGNMENT.</u> LESSEE shall not assign any interest in this Lease Agreement and shall not transfer any interest in the same without the prior written consent of LESSOR. Any attempt at assignment of rights under this Lease Agreement except those specifically consented to by both parties or as stated above shall be void.
- 20. <u>SEVERABILITY</u>. If any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall be severable and not affected thereby.
- 21. <u>ATTORNEY'S FEES AND COSTS.</u> If any action at law or in equity is necessary to enforce or interpret the terms of this Lease Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.
- 22. <u>AMENDMENTS.</u> Any amendments or additions to this Lease Agreement by and between LESSOR and LESSEE shall have no effect on this Lease Agreement unless in writing and signed by all parties to this Lease Agreement and that the amendments or additions refer to this Lease Agreement.

23. <u>ADDITIONAL PROVISIONS.</u> This Lease Agreement shall be governed by the laws of the State of California. It constitutes the entire agreement between the parties regarding its subject matter. This Lease Agreement supersedes all proposals, oral and written, and all negotiations, conversations, or discussions heretofore and between the parties related to the subject of this lease.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement between the County of Lake and Live Oak Seniors, Inc. on the day and year first written at Lakeport, California.

COUNTY OF LAKE	LIVE OAK SENIORS, INC.	
By:	By: Judy Noell Jun 27, 2024 10:56 PDT)	
Chair, Board of Supervisors	Chair, Board of Directors	
ATTEST:	APPROVED AS TO FORM:	
SUSAN PARKER	LLOYD GUINTIVANO	
Clerk to the Board of Supervisors	County Counsel	
Ву:	By:	

Live Oak Senior Center Lease Agreement with County of Lake

Final Audit Report 2024-06-27

Created:

2024-06-26

Bv.

Shannon Heenan (shannon.heenan@lakecountyca.gov)

Status:

Signed

Transaction ID:

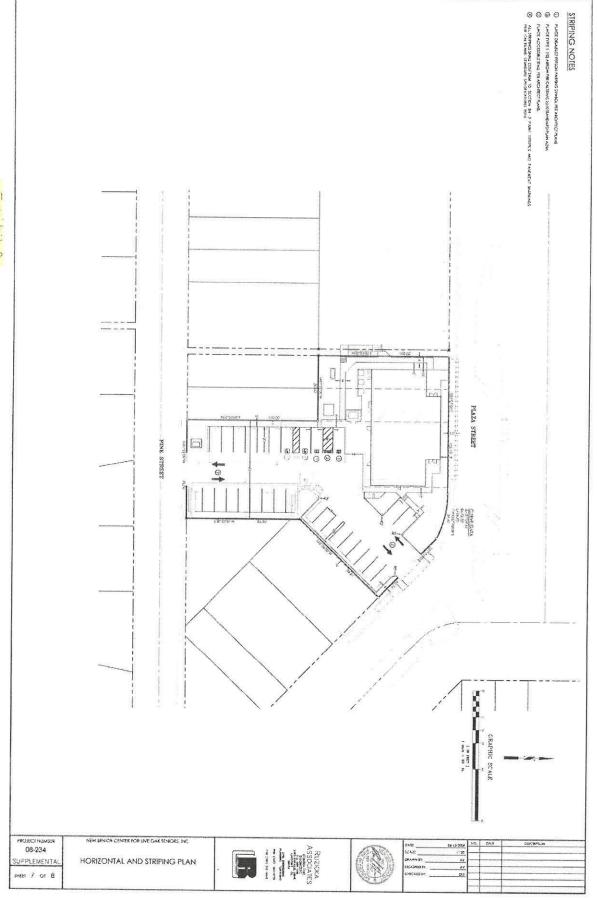
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"Live Oak Senior Center Lease Agreement with County of Lake" History

- Document created by Shannon Heenan (shannon.heenan@lakecountyca.gov) 2024-06-26 9:13:26 PM GMT- IP address: 208.91.28.66
- Document emailed to liveoakhobbs@mediacombb.net for signature 2024-06-26 9:13:58 PM GMT
- Email viewed by liveoakhobbs@mediacombb.net 2024-06-26 9:15:52 PM GMT- IP address: 173.27.115.0
- Signer liveoakhobbs@mediacombb.net entered name at signing as Judy Noell 2024-06-27 - 5:56:16 PM GMT- IP address: 173.28.46.34
- Document e-signed by Judy Noell (liveoakhobbs@mediacombb.net)

 Signature Date: 2024-06-27 5:56:18 PM GMT Time Source: server- IP address: 173.28.46.34
- Agreement completed. 2024-06-27 - 5:56:18 PM GMT





LIVE OAK SENIOR CENTER FACILITY USE POLICY

GENERAL RESTRICTIONS

- Application for use must be received at least 30 days prior to prospective use, unless waived by the Senior Center Executive Director
- Attendance exceeding the Fire Code maximum occupancy is not allowed.
- Any use of the premises cannot interfere in any way with the regular business of the Senior Center.
- Activities that extend beyond the space designated are not allowed.
- Animals, with the exception of registered service dogs, are not allowed on the premises.
- Use of additional heating or cooling sources or any electric appliances or equipment with the exception of slide and film projectors, audio-visual equipment and coffee makers are not allowed.
- Storage of private property on Senior Center premises is not allowed.
- Activities that involve the possession, consumption, or sale of any restricted or controlled substance are strictly prohibited as are activities related to or intended for the commission or any act prohibited by law.
- Possession, sale, or use of alcohol is not permitted on the premises except as permitted through an on-site dining facility or at a special event. The sale or consumption of alcohol shall comply with all federal, state, and local laws and restrictions
- Rental by any one under 18 years of age is not allowed.

AVAILABILITY

- Premises availability is dependent on the availability of Senior Center staff and/or trained volunteers to provide supervision.
- Use may not exceed an eight-hour period including set-up and clean-up time and all uses must conclude by 10:00 p.m.
- Use may not be reserved more than 12 months in advance of proposed usage date.

NOTICE OF INDIVIDUAL/GROUP LIABILITY

- The individual responsible for reserving the facility shall be responsible for any loss or damage to
 the premises that arises during the use and occupancy by that group or is caused in any way by
 such use and occupancy. In addition to other legal remedies, part or all of the deposit may be
 withheld for such occurrences.
- The group using the premises is responsible for ensuring that the premises are returned to the order and condition in which the group found it.
- The individual who completed the rental application shall be responsible for ensuring that the group leaves the premises in an orderly and secure condition.

OTHER NOTICES

- The Senior Center shall not be held responsible for any loss or damage to any property of the group
 or of any individual within that group that may be using premises.
- All trash produced by the group or individual(s) must be removed from the premises at the conclusion of the use and tables, chairs, etc. must be put away.
- Renters must adhere to all safety regulations that may be prescribed including, but not limited to, space occupancy restrictions and keeping doorways clear of obstacles.

LIVE OAK SENIORS, INC. P.O. BOX 1389 CLEARLAKE OAKS, CA 95423

FACILITY USE AGREEMENT and PERMIT

NAME OF ORGANIZATION OR INDIVIDUAL			
(hereinafter referred to as "Applicant" or "Permittee")			
ADDRESS			
PHONE NUMBER	(CELL PHONE)		
ORGANIZATION CONTACT			
PURPOSE OF USE			
DATE REQUESTED	TIME REQUESTED		
Space(s) to be occupied shall be limited to: (check all that apply)			
□ Dining Room (Restroom included)□ Kitchen (Restroom included)□ Other			

Pursuant to a Lease Agreement with the County of Lake, Live Oak Seniors, Inc. ("LOSC") is the Lessee of the Premises commonly known as the Live Oak Senior Center located at 12502 Foothill Blvd., Clearlake Oaks, California, which Premises are further identified on Exhibit A attached hereto and incorporated by this reference as if fully set forth herein. Applicant has requested use of said Premises. LOSC desires to make the Premises available for use by Applicant pursuant to the covenants, conditions and provisions herein set forth.

Therefore, in consideration of the mutual promises herein contained and other good and valuable consideration, it is agreed as follows:

- Permittee only shall use the facility and shall not authorize its use by any other group or person.
- Permittee shall use the facility only for the purpose and time as stated above.
- Permittee shall abide by all the terms and conditions set forth in LOSC's Building use Guidelines attached to this agreement and in the event of the violation of any terms of these guidelines, the Permittee may be required to terminate the event and leave the premises.
- Permittee agrees to pay the fees and/or deposits detailed in the attached Fee Schedule for the use of the facility.
- Permittee shall submit a Certificate of Insurance with a minimum coverage of \$1,000,000 which will cover the proposed dates of the event. LOSC must be named "additional insured". Permittee agrees to indemnify, defend and hold harmless the LOSC from and against any liability, damages(s), claim, cost or other resulting in any way from the Permittee's use of our facility or breach of the agreement or any claims arising in any way there from. The Permittee assumes all risk of injury to persons or damage to property in the facility or adjacent areas arising from any cause whatsoever. The

Permittee hereby waives, to the fullest extent permitted by law, all claims it may have against Live Oak Seniors, Inc., as a result of any such damage or injury.

- Permitee shall not have the right to remodel, redecorate, or make additions, improvements and replacements of and to all or any part of the Premises. Permittee shall not have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Premises. If any damage is done to the Premises during the period of use, Permittee agrees to pay LOSC for any damages in excess of the Security deposit.
- · General rules for use of the building:
 - o No smoking in any part of the building.
 - o No illegal drugs or drug paraphernalia are permitted.
 - o No animals in the building with the exception of registered service dogs.
 - o All furniture and/or equipment must be returned to original position.
 - No thumbtacks, staples, scotch tape or glue is to be used on walls, doors and tables. Quick release masking tape or poster putty may be used and must be removed when the event is over.
 - o All garbage is to be stored in plastic bags and removed from premises.
 - o The building, parking lot, and grounds must be left in the same condition as found.
 - o No bubble machines or candles are allowed.
 - o Beverages that contain red, orange or purple dye (example: fruit punches) may not be served at the Center.
 - o All events must end at 10 p.m.

LOSC reserves the right to deny applications for use if the applicant has previously violated the rules set forth in this policy or if the use would pose health or safety risks.

Keys to the Center will be available the day of, or the immediate day prior, to the event provided all fees are paid.

LOSC shall hold the Security Deposit without liability for interest and as security for the performance by Permittee of its covenants and obligations under this Use Agreement. Unless otherwise provided by mandatory non-waivable law or regulation, LOSC may co-mingle the Security Deposit with other funds of the Senior Center. LOSC may, from time to time, without prejudice to any other remedy, use the Security Deposit to the extent necessary to satisfy any other covenant or obligation of Permittee hereunder. The balance of the Security Deposit remaining after any such application shall be returned by LOSC within five (5) days after premises is deemed returned to LOSC in acceptable condition and the key is returned.

In consideration of allowing the use of the Premises, and to the fullest extent permitted by law, Permittee shall indemnify and defend the LOSC and its officers, employees, agents and volunteers against hold them harmless from and from any and all claims, losses, damages, and liability for damages, including attorney's fees and other costs of defense incurred by LOSC, whether for damage to or loss of property, or injury to or death of person, including properties of LOSC and injury to or death of LOSC officials, employees, agents or volunteers, arising out of, or other occurrence during or in connection with connected with the Permittee's event hereunder, unless such damages, loss, injury or death is caused solely by the negligence of the LOSC.

<u>Public Liability Insurance</u>: Permittee shall procure and maintain Comprehensive General Liability insurance, in a form acceptable to the LOSC, which will cover the proposed use on the dates hereinabove described in an amount of not less than \$1,000,000 (if possible)combined single limit coverage per occurrence, for injuries, including death.

Permittee shall not use the Premises until it has delivered to the LOSC, both a Certificate of Insurance evidencing said insurance, and an "Additional Insured Endorsement" naming the LOSC ("Live Oak Seniors, Inc."), its officers, employees and agents as additional insured under the aforementioned policy.

If Permittee desires to serve alcohol, Permittee agrees to procure and maintain, at Permittee's own expense, a Commercial Liquor Liability endorsement for bodily injury, personal injury and broad form property damage in an amount not less than one million dollars (\$1,000,000) combined single-limit coverage per occurrence. Permittee may not serve alcohol until it has delivered to LOSC said Commercial Liquor Liability endorsement and naming the County of Lake and LOSC, their officers, officials, employees, agents and volunteers as additional insureds.

The certificate and endorsements must also be in a form acceptable to designated LOSC representative and available for review 10 days prior to the scheduled use. Maintenance of proper insurance coverage is a material element of this Use Agreement, and failure to maintain or renew coverage or to provide evidence of renewal may be treated as a material breach of this Use Agreement.

If the Premises or any part of the Building is damaged by fire or other casualty resulting from any act or negligence of Permittee or any of its agents, employees or invitees, Permittee shall be responsible for the costs of repair not covered by insurance.

Initial	Date	

FEE SCHEDULES

(Rates Subject To Change)

MEETING ROOMS

Fees for renting rooms in the Senior Center are available without charge to public agencies, non-profit organizations (501(c)(3)), charitable organizations and community groups whose purposes are civic, cultural or educational when not in use or scheduled for senior center activities. Fees for renting meeting rooms are subject to the fee schedule below.

DINING ROOM

\$500.00 as a refundable cleaning deposit. To prevent damage to the room and furniture, the Senior Center custodial staff shall be responsible for set-up of the facility.

\$20.00 per person per hour custodial fee to set up room and furniture.

\$500.00 for the use of the dining room by private parties. This does not include use of the kitchen

\$250.00 for the use of the dining room by public agencies, non-profit organizations (501(c) (3)), charitable organizations and community groups whose purposes are civic, cultural or educational.

\$20.00 per hour for an on-site Senior Center staff person or volunteer for the duration of the event.

KITCHEN

\$400.00 for use of kitchen plus hourly cost of kitchen personnel. A LOSC staff member is required to use or supervise the use of the kitchen. The cost for kitchen staff is as follows:

\$40 per hour for Head Cook

\$35 per hour for Assistant Cook(s)

The above rates include all employer-based taxes.

If using the Senior Center kitchen staff, a complete menu will be provided by LOSC at least 30 days before the event for approval. LOSC will not be responsible for any omissions by the permittee. LOSC will provide all menu items for the event as specified. All menu items will be charged to the permittee at cost plus 10%. Receipts for all food items will be provided to the permittee.

CATERED FOOD:

Coffeemaker, microwave and refrigeration are available. The oven is available for warming already prepared food. No kitchen supplies may be used. Permittee will notify LOSC of the name, address and telephone number of the caterer. One LOSC kitchen staff member must be present for the duration of the catered event. Linens are not provided by Senior Center. All foodstuffs of the group or individuals of that group must be removed from premises at the close of the meeting. All empty cartons and discarded foodstuffs must be properly disposed of by the group prior to leaving the premises. All garbage must be removed from the premises.

Permittee will notify LOSC of the name, address and telephone number of the caterer, if used. In the event a caterer is used, one LOSC kitchen staff must be present for the duration of the event at a cost of \$20 per hour. Linens are not provided by Center.

A non refundable deposit is payable with the execution of this Agreement in the amount of \$200 and the balance payable 48 hours prior to the event. After the event, the cleaning deposit will be refunded to the permittee, less any damages to the facility (if any) within 5 working days. No refunds shall be made if the event is cancelled within 7 days of the event.

The Executive Director of the Senior Center reserves the right to waive any or all part of the above fees.

LIVE OAK SENIOR CENTER CHECK OFF LIST AND FEE SCHEDULE

Senior Center Authorization Signature of Organization/Individual		Date
		Date
Event Total		
	\$500.00 \$200.00	Dining Room (\$500) Kitchen (\$400) Head Cook (min: 4 hrs. x \$40) Assistant Cook (min: 4 hrs. x \$35) Assistant Cook (min: 4 hrs. x \$35) Staff for event (\$15/hr) Set up fee (\$20/pp/ph) Cleaning Deposit - refundable Event Deposit - non-refundable
	Fees for this event:	
	Caterer Information	
	Use deposit	
	Cleaning deposit	
	Insurance certificate	
	Initials on agreement	
	Application	