



# Space Rental Program at The Center

Updated as of September 2022.

The Center is committed to providing programs and services in a safe and supportive environment for the LGBTQ+ community of the Coachella Valley. Additionally, The Center makes space available to community members and organizations for one-time and recurring community events including support, fellowship, socializing, activism, organizing, private functions, workshops, classes, networking, rehearsing, and more. Our space use rates are subsidized by the Center and the income generated through space use fees support our programming fund.

The Center's current operating hours are Monday through Friday, 9:00 am to 4:00 pm. The Center is available for rental during, *and* outside regular business hours based on availability and staff capacity.

Please remember that room set-up, break-down, and clean-up must be completed during the contracted rental time. Please take this into consideration when making your reservation. Additional fees will be incurred for early arrival or late departure.

## General Procedures

Please complete a *Space Rental Request Form* and return to the Programs department, [programs@thecentercv.org](mailto:programs@thecentercv.org), phone 760-281-2605. Once processed, you will be contacted with information regarding availability and next steps. Processing times vary based on volume of requests.

A deposit in the amount of 50% of the full rental fee is due to confirm the reservation, with the remaining balance due seven (7) business days prior to the event. Deposits and fees can be paid by credit card or check. Checks should be payable to The Center.

## Cancellation Policy

Deposits will be refunded up to ten (10) days from the date of your event. If you cancel within ten (10) days of the event date, no refund will be issued.

## Occupancy Capacity and Fees

### Rooms 1-4

Maximum Occupancy: 50 people standing, 35 people seated, or 24 people with tables and chairs  
Includes uncovered lot and street parking, tables and chairs, and smart screen access with HDMI connection  
Rate: \$40 per hour | \$150 half-day (4 hours) | \$300 full day (8 hours)

### 12-Step Fellowships

Four (4) meetings per month with room assignments based on availability and occupancy  
Includes uncovered lot and street parking, tables if requested and chairs  
Rate: \$60 per month for 25 or less people per meeting with \$1 per individual over the 25



## Additional Terms and Fees

- Video Conferencing/Zoom Access: \$50 per event (room 3 only). Client must have their own Zoom account.
- For meetings that include food/catering: \$75 per event
- After-hours and weekend fee: \$25 per hour
- Retail sales/commercial for-profit sales are not permitted
- Nonprofit organizations will receive a 25% discount on published base rates with proof of NPO status

## Parking

Parking is available in the front and side parking lots as well as street parking. The covered parking is reserved and subject to towing. Please inform attendees of what parking is available.

## Alcohol and Tobacco Use

The Center's facilities and grounds are tobacco-free. The use of alcohol within an event must be approved in writing and in advance of the event by the Director of Programs. Additional alcohol-related protocols may be required including server licensing, insurance certification and attendee age requirements.

## Code of Conduct

### General Statement

Everyone at The Center deserves to be treated with courtesy and respect. We hold ourselves, and each other, accountable to the highest standards of mutual respect and care in all our interactions. This code of conduct outlines our basic expectations for everyone who uses the Center's facilities, whether as a coworker or as an organizer or attendee of meetups and other events taking place here. The code of conduct applies not only in our physical spaces, but also online, at all Center-sponsored events, and in one-on-one communications carried out in the context of community business.

Organizations that host events at the Center are accountable to our shared values of courtesy and respect, including the standards outlined in this code of conduct, and are responsible for the management of those attending their events.

Additional and separate co-created group guidelines or community agreements may apply to specific meetings or events as well. Following this code of conduct and any applicable group guidelines/community agreements ensures we are accountable to each other and upholding our commitment to a safer space for us all.

### Prohibited/Unacceptable Behavior

The following activities and behaviors are unacceptable. Engaging in any one of these activities and/or behaviors could lead to either temporary or permanent suspension from The Center.

- Possession or use of illegal substances; possession or use of alcohol outside of an authorized event
- Possession, use of or threat of use of weapons
- Sexual activity and/or public nudity
- Theft and vandalism
- Physical violence or threat of physical violence
- Behavior that endangers the safety of any individual or group
- Rude, discourteous, or raucous behavior
- Sexual harassment or inappropriate touching; sexual or financial solicitation
- Use of inappropriate, racist and/or discriminatory language



### **Enforcement and Grievance Process**

The Center's management and staff are responsible for the safe and proper operation of Center spaces. The directions and instructions of Center staff is to be always followed. Unacceptable behavior from any person, including event organizers, staff, and visitors, will not be tolerated. Anyone asked to cease a violating behavior is expected to comply immediately. The Center may take any action we deem appropriate, including but not limited to, a temporary or permanent suspension from Center premises. The code of conduct will be enforced without regard to an individual's identity, including but not limited to age, race, ethnicity, gender identity or sexual orientation.

If you feel you have been unfairly accused of violating the Code of Conduct, you should notify Center management as soon as possible by emailing Dan Griffin at [dan@thecentercv.org](mailto:dan@thecentercv.org). Your concern will be addressed by the Center's CEO or a member of the Center's senior leadership team.

### **Restorative Process**

Whenever possible, The Center will support opportunities for individuals found to be in violation of this code of conduct to fully reintegrate into The Center space. This may include a two-way discussion and recognition of the harm caused to people, making amends and forgiveness.

### **Limitation of Liability, Expectations, and other considerations**

- Dependent on the type of activity occurring, The Center may request General Liability insurance coverage and to be named as Additional Insured.
- Rooms must be left in the same condition as found. Set-up and break down is the sole responsibility of the contracted group, including chairs stacked on dollies, tables nested at side of room and refuse removed.
- The Center is not responsible for lost or stolen property. Personal or group property left on the premises shall be at your own risk and only with prior permission.
- Property damage of any kind is the sole responsibility of the contracted individual/group. Damage repair and associated costs will be charged to the contracted individual/group.
- If a group summons EMT/ambulance services, associated costs are the responsibility of the contracted individual/group.
- To the fullest extent provided by law, the Center will not be liable for more than the amount of the fees paid under this agreement for all claims, losses, costs, or damages of any nature whatsoever.
- Violation of the Center's Space Use Agreement, Terms and Conditions and Code of Conduct may result in cancellation of future reservations at the sole discretion of the Center.
- The Center is not available for Space Rentals on observed holidays.

### **Special Consideration**

Discounts are made on a case-by-case basis with approval from the Director of Programs. Rental income supports the critical programs and services offered by The Center, and in most cases, discounts are not offered. Please bear in mind the Center's rates are already subsidized.

To provide accurate numbers of those served at the Center, we require each group to report the number of attendees each time your group meets. Class instructors and ongoing Center-sponsored program leaders will receive a bar-code sign-in sheet with attendee's names. Independent and one-time groups are asked to fill in the Activity Attendance Log Form. Center staff will provide additional information at the time of booking.



# Space Rental Agreement Form

Please complete this form and send it back via email to [programs@thecentercv.org](mailto:programs@thecentercv.org) or mail to: The Center – Programs Department. 1301 N Palm Canyon Dr, 3<sup>rd</sup> Floor. Palm Springs, CA 92262

I (we) agree to abide by the terms and conditions of this agreement including any supplementary agreement(s) attached hereto, and to follow all policies as outlined in the Center’s Space Rental Procedures, Terms and Conditions and Code of Conduct.

I(we) agree to keep and maintain The Center property and good name in the condition as found; to maintain the security of the premises and all equipment, furniture, and fixtures, allowing no unauthorized person(s) to enter or use Center property; and to remove all property brought into the Center.

In recognition of the relative risks and benefits of this agreement to both the contracted individual or group and the LGBTQ Community Center of the Desert (“the Center”), I (we) agree, to the fullest extent permitted by law, to limit the liability of the Center and its officers, directors and employees for any and all claims, losses, costs or damages of any nature whatsoever whether arising from this agreement, including attorney’s fees, to not exceed the total fee for the space rental paid. It is intended that this limitation apply to all liability or cause of action however alleged or arising, unless otherwise prohibited by law, including but not limited to negligence, breach of contract, or any other claim whether in tort, contract, or equity.

## Agreements Details

Use this section to confirm agreements, including selected dates, times, space assigned and any important additional information regarding your event or space usage intentions):

Individual/Group Representative Printed Name: \_\_\_\_\_

Individual/Group Representative Signature: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Date Signed: \_\_\_\_\_

The Center Representative Name: \_\_\_\_\_

The Center Representative Signature: \_\_\_\_\_

Date Signed: \_\_\_\_\_