

FACILITY USE AGREEMENT

EVENT DATE: _____ SPACE: _____



Contact Name _____ Phone (_____) _____
 Address _____ Fax (_____) _____
 City _____ State _____ Zip _____ Mobile (_____) _____
 Email _____

About your business: (use a separate sheet if necessary or email to Membership@VisionPulse.com)

Business Name or DBA _____ Contact Phone (_____) _____

Type of Business: _____ Website URL _____

Description of Services: _____

RENTAL DETAILS: init. _____

Client agrees to the following Rental Details and Rate plan:

A) Reservation Date: _____

Start Time: _____ End Time: _____

Location: _____

Room: _____

B) Reservation Date: _____

Start Time: _____ End Time: _____

Location: _____

Room: _____

C) Reservation Date: _____

Start Time: _____ End Time: _____

Location: _____

Room: _____

D) Reservation Date: _____

Start Time: _____ End Time: _____

Location: _____

Room: _____

SetUp Details: _____

Attach separate form for Additional Dates and Info

RATES: NON-MEMBER MEMBER

CHARGES: (see attached Worksheet for Detail)

SPACE USE: \$ _____

A/V SERVICES: \$ _____

FURNISHING & DECOR: (InHouse) \$ _____

FURNISHING & DECOR: (Rental) \$ _____

SERVICES: \$ _____

MEMBERSHIPS: \$ _____

OTHER: \$ _____

OTHER: \$ _____

OTHER: \$ _____

GRAND TOTAL DUE*: \$ _____

* Estimate only. Final adjustment will be made to Balance Due based upon final assessment for services used for this Reservation.

Deposit: \$ _____ paid date: _____

Balance: \$ _____ paid date: _____

PAYMENT TYPE: Cash Check Credit Card

NOTES:

PLEASE READ CAREFULLY

PAYMENT AND RESERVATIONS:

init. _____
 50% Payment is due upon agreement to reserve the space and time desired. Until Deposit Payment is received, the reservation is only "tentative" reservation and will be held for 2 business days. Payment will confirm reservation of your date and time. Balance Payment and Payment for any additional services will be due the day of the rental date.

CHANGES, CANCELLATION AND REFUNDS:

init. _____
 Any Date and Time Changes of your Reservation must be submitted in writing within 7 Days of Reservation. There will be no refund granted for cancellations less than 7 days prior to the rental date. 50% of Deposit returned if more than 7 days. Postponement is allowed once per event reservation and must be submitted in writing. If more than 7 days from your event, there is no charge if rescheduled date is within 60 days of original date. Deposit funds are transferred to new event date. If less than 7 days from your event, 20% of your Deposit is forfeited and if rescheduled date is within 60 days of original date.

FACILITY USE POLICES & DEFINITIONS:

init. _____
Conduct
 Have fun yet remember that this is a professional place of business and you are not likely to be the only one in the office. Here's a few tips: watch your volume and your language; children must be supervised and cleaned up after; leave your work space clean and tidy after use; don't leave anything on the computer that you may be concerned if viewed or deleted; no smoking (of anything) in the office or within 30 feet of the main entrance; no drugs; please simply use common sense and be considerate of others.

Appearance and Hygiene

- **Acceptable Clothing** - this is a professional place of business that caters to creative individuals. Therefore, acceptable clothing/appearance is left to personal discretion. Please understand that if anyone is wearing something inappropriate or completely unacceptable to others or management, they may be asked to change or leave.
- **Unusual Smells** - please make a visit to the office a pleasant experience for others.

Restrooms

Please be respectful of others. Lower the seat when done. Take careful aim. Clean up after yourself. Spray air freshener when necessary. Please place feminine products in trash and not the toilet. Let us know if supplies are low or out.

Types of Allowable Businesses & Usage

We invite any type of legally recognized business type to become a member and participate. However, if a business is considered to be harmful or disturbing to other members, that business may not be invited to join. VisionPulse reserves the right to refuse membership to anyone or business.

Regular Hours

Monday thru Friday 10:00am - 6:00pm. The office and facilities are available during these times with RSVP only. Drop-ins may find the office closed for lunch or errands. Best to call ahead. The Office may be closed on most major holidays.

After Hours Usage

Use of the office after hours (any time other than stated Regular Hours) is available upon Special Request. Not all Special Requests may be able to be accommodated so please plan accordingly. Usage after hours will be at 2x the regular rate of office usage.

RELEASE OF LIABILITY:

init. _____
 (Our Lawyers made us do it.)
 I, _____,
 ("Client") In consideration for allowing me use of the VisionPulse Creative Center Facilities (hereinafter referred to the "VisionPulse"), I, the undersigned, agree to release the VisionPulse, its employees, landowners, tenants and assigns from all liability for injury and property to me or any my guests who fall under my use of the facilities, regardless of the nature, manner and/or severity in which the injury is sustained. Further, by affixing my signature below, I am affirmatively acknowledging the following: (1) that I have read this agreement, which includes and incorporates the Association Conditions Of Rental,

in entirety and fully understand the terms, conditions and agreements herein; (2) that I and other Members use of Association properties and facilities may involve the use of: industrial machinery; cutting tools; chemicals; and electronic equipment; (3) that property provided for use by the VisionPulse and its Landowners or tenants may have physical conditions, visible or hidden, that can be hazardous to my personal safety and to the safety of family members who fall under my use agreement; (4) that I have been advised and am now aware that VisionPulse expressly reserves the right to amend its Conditions Of Membership at its sole discretion and that I am expected and obligated as a condition of my facility use to read and comply with all amendments to the VisionPulse Conditions Of Facility Use.

a. Client acknowledges that he realizes that the facilities may be dangerous and hazardous or may have dangerous or hazardous conditions which may or may not be evident, and Client assumes all risk to his or her person or property arising out of Client's use or observation thereof or participation therein, and Client releases and agrees to hold VisionPulse and/or landowner harmless and indemnify it against any claims arising from injury, death or damage to Client, Client's family or guest, or his property arising out of Client's use or observation thereof or participation therein. Client also agrees to reimburse VisionPulse for reasonable attorney's fees that said Client might cause VisionPulse as a result of or arising out of claims or lawsuits that may be brought against VisionPulse and/or its landowners.

b. Subject to the laws and regulations of the State of California, each Client, his or her assigns, relatives, guests or other affiliates, shall indemnify and hold harmless VisionPulse from and against, and shall defend and pay the full amount of any and all losses suffered, including but not limited to reasonable attorney's fees, incurred or sustained by VisionPulse, its employees and/or affiliates, arising out of, resulting from, based upon, in connection with or relating to any breach of the Client's agreement or arising out of, resulting from, based upon, in connection with or relating to the negligent act or inaction of any Client, his or her assigns, relatives, guests or other affiliates.

IF YOU DO NOT UNDERSTAND THE FOREGOING AGREEMENT, PLEASE SEEK COMPETENT LEGAL COUNSEL FOR ADVISE. OTHERWISE, IF YOU SIGN BELOW, IT IS PRESUMED THAT YOU HAVE READ AND UNDERSTAND THE TERMS AS DESCRIBED HEREIN.

My signature and VisionPulse Creative Network's receipt of funds from me that are applied against the Rental Fee shall constitute my agreement with the terms herein.

ACCEPTANCE

I approve and accept the terms as set forth herein:

 Client Signature

Print _____ Date _____

Send completed application and payment to:

VisionPulse Creative
2658 Del Mar Heights Rd. #265
Del Mar, CA 92014

For more info:
 www.VisionPulse.com
 858.605-6262 • FAX 858.481-6487
 membership@VisionPulse.com

OFFICE USE ONLY

Rental Fee Paid _____

Additional Services Fees Paid _____

APPROVAL

Applicant/Event has been approved:

 VisionPulse Creative Team Associate Signature

Print and Title _____ Date _____