

Metta Fund Room Use Agreement

This Room Use Agreement (this “Agreement”) is entered into as of _____, 20____ (the “Effective Date”) by and between _____ (“Licensee”) and Metta Fund (“Metta Fund”).

Access and Use - General

Subject to the terms and conditions of this Agreement, Licensee shall have a revocable license (the “License”) for access to the room reserved by Licensee only during the block of time reserved by Licensee in accordance with the request and reservation procedures set forth below. Any such reserved period includes Licensee’s set up, clean up and removal of personal belongings, all rental equipment and display materials. The meeting room is situated in a business environment and are meant for meeting and training purposes.

Metta Fund reserves the right to decline use of its conference room to any person or entity in the sole discretion of Metta Fund. Use of a room does not imply Metta Fund support of any views of Licensee or its participants. Further, Metta Fund is not in any way responsible for the activities that Licensee conducts in the room and, except as provided herein, there is no agreement between Metta Fund and Licensee with respect to such activities. Licensee is prohibited from using the room for activities that influence legislation within the meaning of Internal Revenue Code (“IRC”) Section 4945(e) or to carry on, directly or indirectly any voter registration drive. By entering into this agreement, Licensee represents that it is currently exempt from taxation under IRC Section 501(c)(3). Licensee further represents that either (A) Licensee is classified as a public charity within the meaning of IRC Sections 509(a)(1), (2), or (3); or (B) Licensee is using the room in connection with an activity carried out by Metta Fund or a qualifying public charity, and that Metta Fund has separately waived the public charity classification requirement with respect to Licensee in writing.

The room capacity is 30 people, and Licensee agrees not to exceed the foregoing capacity limitation. Licensee acknowledges that Metta Fund has not made any representations or warranties with respect to the room reserved by Licensee and that the same are being provided in their “as-is,” “where-is” and “with all faults” condition, without representation or warranty of any kind. This Agreement does not constitute a lease, but rather merely grants to Licensee a privilege to use the reserved room in accordance with the terms and provisions set forth herein.

Without limitation of any of Licensee’s obligations herein, Licensee shall comply, and ensure that Licensee’s employees, agents, volunteers, contractors, patrons, guests, invitees, and participants in Licensee’s use of the room are informed of and comply, with all applicable laws, guidelines, rules, regulations, and health and safety protocols related to the use and occupancy of the room and/or any standards related to COVID-19 or other public health emergencies (collectively, “Operational

Protocols"). Such protocols may include, without limitation, staggered arrival and departure times, temperature checks, pre-sanitization requirements, physical distancing, masks/face coverings, restrictions applicable to food & beverage service and handling, and requiring persons developing or exhibiting symptoms to leave the room.

Request and Reservation Procedures

In the event that Licensee desires to reserve a room during the term of this Agreement, Licensee shall complete a Metta Fund Community Room Reservation Request. Each reservation request will be subject to availability, review and approval by Metta Fund. This Agreement shall govern the terms of any room reservation by Licensee during the term of this Agreement. In the event of a conflict between the terms of this Agreement and a written request for room reservation, the terms of this Agreement shall prevail.

Insurance

Licensee shall, at its sole cost and expense, procure and maintain, with respect to the room reserved hereunder commercial general liability insurance for a single occurrence limit of not less than \$1,000,000 and aggregate amount of not less than \$2,000,000, and such other insurance as Metta Fund may reasonably designate. No later than two weeks prior to room use, Licensee shall deliver to Metta Fund certificates evidencing the insurance required hereunder prior to any use of the room reserved by Licensee hereunder. All insurance carried by Licensee pursuant to this paragraph shall (i) be primary and non-contributory, (ii) provide for severability of interests, and (iii) be issued by insurers licensed to do business in the State of California and consistent with ordinary commercial practices for similar purposes.

Indemnification and Hold Harmless Agreement

Neither Metta Fund nor its affiliates, nor their respective members, principals, beneficiaries, partners, trustees, directors, officers, employees, contractors, agents, invitees or guests (collectively, "Metta Fund Parties") shall be liable for and Licensee agrees to indemnify, defend (with counsel reasonably acceptable to Metta Fund) and hold harmless Metta Fund and the Metta Fund Parties from and against any and all liabilities, obligations, suits, damages, penalties, claims, costs, charges and expenses (including without limitation reasonable attorneys' fees and other professional fees) that may be imposed upon, incurred by, or asserted against Metta Fund or any of the Metta Fund Parties and arising, directly or indirectly, out of or in connection with the use of the room pursuant to the Licensee granted hereunder. The provisions of this paragraph shall survive the expiration of this Agreement.

No Liability

Metta Fund does not provide storage and shall bear no liability for any damaged, lost and/or stolen property or items belonging to Licensee left on the premises. Any items left in the room by Licensee may be disposed of by Metta Fund without notifying Licensee.

Licensee shall have sole responsibility for any and all damage caused by any person or persons in attendance. Licensee shall replace any damages, including but not limited to fixtures, equipment or supplies missing from the room following use in a manner acceptable to Metta Fund.

Miscellaneous

The term of this Agreement shall commence on the Effective Date and shall expire at calendar year end December 31, provided that, if Licensee submits and Metta Fund accepts a reservation request following the date that this Agreement would otherwise expire without renewing this Agreement or entering into a new Agreement, the term of this Agreement shall automatically be extended through the date of Licensee's corresponding use of the room. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of California. Any provision of this Agreement that is prohibited or unenforceable under applicable law shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement. This Agreement constitutes the entire agreement with respect to the matters set forth herein and supersedes all previous written or oral agreements or representations made by either party relating thereto. No changes in or waivers of any provision of this agreement shall be binding unless executed in writing by the party making such waiver. The failure of Metta Fund to exercise any of its rights under this Agreement shall not be deemed to be a waiver of such rights.

By entering into this Agreement, Licensee agrees to comply with the terms of the Community Use Addendum, as it may be updated by Metta Fund from time to time (the "Addendum"). Such Addendum is incorporated herein as part of this Agreement. Licensee represents that it has reviewed the current terms of the Addendum. To the extent Metta Fund updates such Addendum, Metta Fund agrees to provide a copy of the updated terms, either at the time of such update or at the time Licensee next reserves or uses the reserved room. Licensee understands that a breach of the terms of the Addendum constitutes a breach of this Agreement. In the event of such a breach, Metta Fund reserves all available remedies, including the right to cancel future reservations or deny further reservation requests.

Accepted and Agreed To:

Instructions

- **501(c)(3) organizations and government organizations:** Please fill out the Licensee section with your organization's information.
- **Fiscally sponsored projects:** Please fill out the Licensee section with your fiscal sponsor's information and include the project name.

Licensee

Organization: _____

Authorized Signer's Name: _____

Title: _____

Fiscally sponsored project's name (if applicable): _____

Signature: _____

Date: _____

Metta Fund

Name: _____

Title: _____

Signature: _____

Date: _____

Organization Name: _____

Date of Reservation: _____

Community Room Use Addendum (Last updated by Metta Fund in January 2023)

Metta Fund Room Use Requirements

1. Caterers shall have access to the meeting room only within the User's reserved period of time.
2. Tablecloth and/or other protective covering **must** be used to prevent scratches and damage when equipment with a hot or metal base are brought in and placed on top of conference room tables.
3. Tables are set up in classroom style. If tables are moved around, please **unlock** the wheels by lifting the lever to upright position to prevent the wheels from getting damaged.
4. The use of strong adhesive tape on walls (blue painter's tape is allowed), hanging of banners on the walls or the hanging of any devices from the ceiling is prohibited.
5. Metta Fund **does not** provide administrative support, use of copier, office supplies, kitchen utensils, paper plates and cups or napkins.
6. **Important note in regards to hybrid meetings:** If you plan to utilize Zoom, please be aware that there are no microphones in the ceiling. In order for online Zoom participants to hear any in-person attendees, speakers will need to use one of the six (6) handheld mics available. We realize this is not ideal, but this technology was set up right before the pandemic changed meeting structures.
7. Use of lobby area outside of meeting room is prohibited.
8. As the kitchen area is a shared space between guests and Metta Fund staff, we are requesting mindfulness and that voices are kept down in the kitchen area, which is adjacent to staff work spaces. Thank you.
9. To gain access to our floor, please instruct attendees to let the building lobby attendant know that they are going to Metta Fund at Suite 2200 – not your organization name, which they will not recognize and may cause delays.
10. The User is solely responsible for satisfying these requirements—a User may not assign its right or responsibilities to anyone else without the advance permission of Metta Fund.

User Responsibilities at Conclusion of Room Use

- ROOM SET-UP:** Tables and chairs restored to the set-up it was received in. Sweep up any food crumbs and wipe up any liquid spills on the floor.

- TABLES:** Clear of all tableware and meeting materials, and clean tables with paper towel and cleaning solution.
- CHAIRS:** Brush clean any food crumbs and push in chairs neatly under tables.
- BEVERAGE & FOOD SET-UP:** Clear everything from the meeting room. Empty and rinse out coffee carafes, if used, and leave on the kitchen counter. Remove leftover food from premises or place any leftover food in the proper compost bin. If a caterer was used, please have them pick up any equipment, table settings, beverage stations, etc. within the same day and timeframe of the User's meeting room reservation.
- KITCHEN:** Kitchen will be shared with Metta staff, so please be mindful of cleaning up, if used.
- RECYCLING, COMPOSTING AND TRASH:** Make sure to separate recycling and compost and place in the appropriately marked bins.
- VISUAL AIDS:** Wipe/erase white boards, if used, and remove used sheets of easel paper from pad or anything taped to the wall.
- METTA FUND COMPUTER, TELEVISIONS, CABLES:** Properly shut down all computer equipment, televisions, mics and return to original set-up.
- FEEDBACK FORM:** After you use the room, Metta Fund will send you an online form so you can provide us with more information about your use of the space, experience and how it supported your organization's mission. Your feedback will provide Metta Fund with the documentation needed to provide this free service to the San Francisco non-profit community.

Name of person responsible for above: _____

Email: _____ **Phone:** _____

Signature: _____ **Date:** _____