

A. Cancellations: Notice of the desire to cancel a booking/reservation must be received, **in writing**, by the client whose name appears on the contract. If written notice of cancellation is received 120 days in advance of the first scheduled date of use, the deposit will be refunded, less a \$25 processing fee. Cancellations received less than 120 days in advance of the first use date shall be subject to loss of entire deposit. The City of San Ramon reserves the right to cancel any use in emergency situations or when deemed necessary for the safety and best interests of the customers, the City of San Ramon, or all concerned. In such cases, a refund of all fees and deposits paid will be provided. The City of San Ramon will not be liable for any other expenses incurred by Client in relationship to this booking, including but not limited to lost profit or income, expenses incurred, and incidental, special or consequential damages of any kind.

1. Force Majeure: If the facility is unfit for occupancy by Client during the period covered by agreement, by reason of fire, earthquake, strike, civil disturbance or any other cause beyond the control of the City of San Ramon, then the agreement shall be of no further force and effect.

B. Insurance Requirements

1. The Client shall be responsible for any and all damage to the Performing Arts Center and/or Front Row Theater and its' premises, equipment and property during their occupation of the facility.
2. The Client will be held responsible for all actions, behavior, and damages caused by his/her guests/attendees during occupancy of the facility.
3. All Clients will be required to provide the City of San Ramon with an original Certificate of Insurance providing proof of the following coverage:
4. General liability and property damage insurance in an amount not less than \$1,000,000 per occurrence.
5. **The City of San Ramon 7000 Bollinger Canyon Rd. San Ramon, CA 94583 and Venuetech Management Group 2269 Chestnut St., San Francisco, CA 94123 must be named as additional insured.**
6. The City of San Ramon and VenueTech Management Group are not responsible for accidents, injury, illness or loss of group or individual property.
7. Client shall defend, release, **indemnify** and hold the City of San Ramon and VenueTech Management Group, their officers, agents, employees and volunteers, harmless from and against any loss, liability, costs (including reasonably incurred attorney fees) claim or damages that may arise or result from, or be related to or be alleged to arise or resulted from activities of Client, its officers, agents, employees and volunteers, and shall, at its own costs, expense and risk, defend any and all legal proceedings that may be brought against the City of San Ramon and VenueTech Management Group, their officers, agents, employees and volunteers, on any claim, demand, or alleged liability, and shall satisfy any settlement or judgment that may be rendered against any of them arising from, or related to activities of Client, and shall assume liability for any and all direct expense incurred in providing services pursuant to this policy, except for any claim, loss, liability, damage or cost directly arising out of the sole negligence or willful misconduct of the City or VenueTech Management Group.
8. A copy of detailed insurance specifications is available from the Theater Manager.