

**Facility Use Agreement  
County of Mendocino  
and  
Marie Blancas**

THIS AGREEMENT, entered into this, 24 day of June, 2025, by and between Mendocino County, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and Marie Blancas, a private citizen, hereinafter referred to as "PROPRIETOR".

**WITNESSETH**

Whereas, COUNTY encourages Community use of the Mendocino County Museum ("Museum"), including the Museum Wonacott Room and Museum Grounds ("Museum Space");

Whereas, Marie Blancas is requesting limited use of the Museum grounds on the dates of August 15, through August 17, 2025, to host a 300-person Music Event, ***Once in a Blues Moon*** ("Event");

Whereas, the ***Once in a Blues Moon*** event will attract visitors to our County and foster awareness of the historic and cultural assets, and otherwise be of benefit to the community and the Museum;

Now therefore, COUNTY PROPRIETOR agree to the following conditions:

1. The COUNTY shall provide access of Wonacott Room and grounds behind the Museum located at 400 East Commercial Street defined as the area between the West Gate and East Railroad Tracks.
2. The "PROPRIETOR" agrees to pay the County in the amount of FOUR THOUSAND ONE HUNDRED AND FIFTY DOLLARS, \$4,150.00 (including a \$1,000.00 refundable cleaning deposit) for the use of the Museum Space pursuant to this Agreement.
3. The term of this Agreement shall be from the date of execution, through August 17, 2025.

4. PROPRIETOR shall be permitted to the Museum Space on the following dates and times: August 15, 12 pm-9 pm, August 16, 12 pm 11 pm, and August 17, 8 am-12 pm.
5. PROPRIETOR will provide COUNTY with a copy of any documents the COUNTY deems necessary, detailed list included below. PROPRIETOR will work with COUNTY to fulfill the requirements below to assure the public has a safe and secure experience while attending said Event.

PROPRIETOR shall ensure that the following additional information is supplied to COUNTY at minimum, 45 days prior to the event:

- Detailed lighting and electrical plan
- Proof of contract with a security company
- Adequate documentation that temporary outdoor portable restrooms will be provided
- Finalized safety plan to ensure attendees, the public, and County Staff safety, along with a plan to ensure County assets are protected
- Evidence of Insurance Coverage for the use of the Museum Space pursuant to this agreement adding the County as Additional Insured
- Signed liability wavier from Roots of Motive Power to showcase Roots' equipment during event
- Evidence of all required permits for holding Event, including but not limited to alcohol permit and any and all permits required by City of Willits
- Adequate event signage that complies with City of Willits regulations
- Payment to County as required by this Agreement.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: Darcie Antle  
DEPARTMENT HEAD

Date: 06/16/2025

Budgeted: ☐ Yes ☒ No

Budget Unit: 7110

Line Item: 827700

Org/Object Code: MU

Grant: ☐ Yes ☒ No

Grant No.:

COUNTY OF MENDOCINO

By: John Haschak  
JOHN HASCHAK, Chair  
BOARD OF SUPERVISORS

Date: 06/24/2025

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: Arnap  
Deputy 06/24/2025

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: Arnap  
Deputy 06/24/2025

INSURANCE REVIEW:

By: Darcie Antle  
Risk Management

Date: 06/16/2025

CONTRACTOR/COMPANY NAME

By: Marie Blancas  
SIGNATURE

Date: June 16, 2025

NAME AND ADDRESS OF CONTRACTOR:

Marie Blancas

398 McKinley St. Willits, CA 95490

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: Brina Blanton  
COUNTY COUNSEL

Date: 06/16/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: Xara Per  
Deputy CEO or Designee

Date: 06/16/2025

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors

Exception to Bid Process Required/Completed ☐

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section: \_\_\_\_\_

## 6. GENERAL TERMS

**User Responsibility for Property:** User assumes responsibility for all accessible areas of the facility and/or grounds during use and will be charged for any damage caused to any area of the facility and/or grounds during use. Activities must be conducted in a manner that avoids damage to the building, grounds, and furnishings. Facilities and/or grounds will be inspected after the meeting or event. User accepts all responsibility for anyone they have subcontracted for work (i.e. caterers, cleaning services, disc jockeys, etc.).

**County Responsibility for Property:** Mendocino County will not be held responsible for lost, stolen or damaged property. The County will also not be responsible for injuries or damage sustained by persons using the facility and/or grounds.

**Non-Smoking in Public Places:** Pursuant to Mendocino County Code SMOKING IN PUBLIC PLACES IS PROHIBITED, in the building and within twenty (20) feet of the building or within twenty (20) feet of the main exit, entrance or operable window. Ashtrays or any other receptacle used to dispose of burning tobacco products is prohibited within twenty (20) feet of the building.

**Decorations:** Decorations that require nails, eyebolts, screws, or the like may not be used; a damage fee may be assessed to PROPRIETOR if this happens. All decorations must be removed in their entirety when the Event is over.

**Modification of Property and Use of Furnishings:** No modifications/changes will be made to any equipment or property of Mendocino County at the facility and/or grounds during use. Mendocino County does not allow tables and chairs to be removed from facilities.

**Prohibition of Fires/Open Flame Devices:** Use of propane stoves, camp stoves, other open flame devices, candles, and smoke machines, are not allowed.

**After Hours Facility Services:** If attention is required to the Museum Space outside of normal business hours (M-F, 7:00 am – 3:30 pm), PROPRIETOR will be billed for County staff time at a rate of \$73.00 per hour. This charge will be additional to the other fees required by this agreement.

### **Immediate Termination of Use:**

Any unlawful activity, including but not limited to serving or providing alcoholic beverages to minors, or any incident requiring law enforcement involvement, shall at the discretion of COUNTY, result in the immediate termination of the

County facility and/or grounds use. If such termination occurs, the facility and/or grounds are to be vacated immediately, and any keys are to be surrendered to the Museum Staff. Any applicable use fees and security deposits will be forfeited. The offending party may also lose future use privileges.

County employees and residents are instructed to call law enforcement officers to respond to any unlawful or disruptive activity.

**Cleaning:**

Museum Space, and any other County facilities and grounds used under the terms of this agreement shall be left in the same condition as they were when use began.

All areas including but not limited to floors, tables, chairs, bathrooms, and kitchen areas should be clean. All personal property shall be removed. No items may be stored without prior permission from the responsible County department.

**Disposal of Garbage:**

All trash and recycling should be put in the appropriate bins. All excess garbage that cannot fit in provided receptacles shall be taken by PROPRIETOR and discarded.

When leaving the building, the user shall ensure doors and windows are secure, and lights and equipment are turned off. If the facility and/or grounds require cleaning, repairs, or maintenance after the close of use, County employees will perform or manage such duties and charge the user the actual costs, which may also result in the forfeiture of a deposit along with loss of full or partial Deposit.

**7. INDEMNIFICATION**

Proprietor shall defend, indemnify and hold the County, its elected officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, negligence or willful misconduct of user, its officials, officers, employees, agents, subcontractors and subconsultants arising out of or in connection with the performance of the rental of this facility, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses except such loss or damage which was caused by the active negligence, sole negligence or willful misconduct of the County.

Proprietor shall defend, at user's own cost, expense, and risk, all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the County, its directors, officials, officers, employees, agents,

or volunteers. User shall pay and satisfy any judgment, award or decree that may be rendered against County or its elected officials, officers, employees, agents, or volunteers, in any such suit, action or other legal proceeding. The user shall reimburse the County and its elected officials, officers, employees, agents and/or volunteers, for all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The user shall not be restricted to insurance proceeds, if any received by the county, its elected officials, officers, employees, agents, or volunteers.

## **8. INSURANCE**

General liability insurance coverage is required for any private or commercial use of County facility or grounds, and for any community group use involving sale or serving alcoholic beverages. Users shall provide general liability coverage with minimum limits of at least \$1,000,000 per occurrence. The policy shall contain no endorsements or provisions limiting coverage for (1) products and completed operations; (2) contractual liability; (3) third party action over claims; or (4) cross liability exclusion for claims or suits by one insured against another.

Proof of the required insurance in the form of a valid insurance certificate **naming Mendocino County as additional insured on the user's insurance policy**, ten (10) business days prior to the scheduled use.

## **9. PAYMENT**

COUNTY will invoice PROPRIETOR within 30 days before the Event. The PROPRIETOR will pay COUNTY within 10 business days of receipt of the invoice, in full. Payments are to be made to:

**Mendocino County Museum  
400 East Commercial Street  
Attn. Museum Administrator**

## **10. TERMINATION**

Notwithstanding any other provision of this Agreement, COUNTY may forthwith cancel the providing of services under this Agreement if the Risk Management concludes that he has insufficient documentation or permits.

## **11. SURVIVAL**

The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 8), and Conflict of Interest (Paragraph 9), shall survive termination or expiration for two (2) years.

## **12. UNFORSEEN CIRCUMSTANCES**

PRORIETOR agrees that the COUNTY, in the event of any unforeseen or emergency situation, order any portion of, or all of, the activities at the Event to be discontinued; including but not limited to: the sale of alcoholic beverages, the playing of live or recorded music, and the disbursal of all patrons from the Event grounds and surrounding area.

## **13. MODIFICATION OF AGREEMENT**

Any modification of this Agreement must be made in writing and agreed upon by both parties, signified by signatures and dates of the modifications.

