

# Thunder Valley Regenerative Community Development (RCD) Community Center and Bunk House Rental Agreement

## Rental Information

<b>Dates Requested</b>		<b>Type of Activity</b>				
<b>Rental Time (including set up/clean up*)</b>			am / pm-			am / pm
<b>Estimated Attendance</b>		<b>List recurring meeting dates</b>				
<b>Open to Public?</b>	Yes No	<b>Set up/Tear Down Fee \$40.00?</b>		Yes	No	
<b>Will Minors be Present?</b>	Yes No	<b>Will there be Music?</b>		Yes	No	
<b>Capacity Size?</b>		<b>Renting Bunk House/Room?</b>		Yes	No	
<b>Will Food Be Served?</b>	Yes No	<b>Usage of Audio Visual System?</b>		Yes	No	
<b>\$50 DEPOSIT REQUIRED TO RESERVE CENTER. THIS INCLUDES CLEANING FEE.</b>				<b>Resident</b>	<b>Non-Resident</b>	
Hourly	Seated Tables/Chairs up to 96 people			\$40.00/hour	\$60.00/hour	
4 hr block	Seated Tables/Chairs up to 96 people			\$150.00	\$235.00	
8 hr block	Seated Tables/Chairs up to 96 people			\$275.00	\$415.00	
Other (Exercise Classes, etc.)	Open Space up to 96 people (No Seated Tables/Chairs Included)			\$25.00/hour	\$40.00/hour	

\*Please allow enough time for setup/clean up.

You will be charged for any time that you require over and above your rental time at a hourly rate

## Applicant Information

Name/Organization/Group \_\_\_\_\_

School/Hospital     Non-Profit(org/church/service club)     For Profit(event/business/Private Party)   

Individual

Other \_\_\_\_\_

<b>Contact Person:</b>	<b>Phone #</b>
<b>Address:</b>	<b>City/State/Zip</b>

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

## Bunkhouse Rental

Our bunkhouse is located in the Thunder Valley Community Center. While every effort is made to ensure that our facility is maintained in a safe manner, accidents can happen. This agreement to rent a bunk room requires that you are responsible for your own health and will not hold Woyuha Management or Thunder Valley CDC liable in the event of injury or other incident.

**Mixed Rooms: 7 Bunk Rooms Total, 4.5% Travel Tax**

This bunkhouse agreement entitles you to a bunk bed in a shared space, access to washrooms (including hot showers). We will provide clean towels, bedding, cooking utensils and cleaning supplies. You are welcome to store your food items in the kitchen and use the facilities there to prepare your other meals. Please check-in with the Property Manager between 3:00 pm and 5:00 pm. Please make arrangements with the property manager for times outside of the check-in time. A Property Management representative will show you around, settle you in a room, and arrange for your food storage in the kitchen. Check out time is 11 am. Absolutely no food or pets are allowed in the bunkhouse rooms. If you'd like to stay additional days, you can make these arrangements on site with the property management representative.

By completing and signing this form you agree to rent our facility as outlined, and that you have read and will abide by the attached Policies and Procedures. Please return this signed form with a form of payment (made out to Woyuha Management) for the full amount to the above address. You will be sent a receipt as confirmation of your booking.

I have received a copy of the rental policies and procedures and agree to the conditions listed

Printed Name: \_\_\_\_\_

Signature of Applicant \_\_\_\_\_ Date: \_\_\_\_\_

FOR OFFICE USE ONLY:	
Deposit Date _____	Rental Fee _____
Cash / Check # _____	Balance Due \$ _____ Due by: _____
Copy of Rental Agreement given to Renter <input type="checkbox"/>	Date Paid _____ Cash / Check # _____
Staff Initials _____	Staff Initials _____
Deposit Returned <input type="checkbox"/>	Staff Initials _____
Date _____	Staff Initials _____

**\*Please initial the Policies and Procedures listed on the next page**  
**Policies and Procedures for Community Center Room Rentals**

**A. RESERVATIONS**

1. A Facility is not considered rented until (1) Renter delivers to Woyuha Property Management the Facility Use Agreement, rental fee, deposit, certificate of insurance, written evidence of permits and licenses, and any other items deemed necessary by Woyuha Property Management; and (2) Woyuha Property Management in its sole discretion, approves such rental in writing.
2. A person who is at least eighteen (18) years of age must sign this agreement.
3. Renter shall provide the Woyuha Property Management Property Manager or his/her designee with a single contact who is to serve as the representative for Renter's activities.
4. Renter shall be responsible for securing all required permits and licenses.
5. The facility shall be used for the purpose stated in this agreement and no other use will be permitted.
6. Renter shall not use Woyuha Property management or Thunder Valley CDC's name to suggest endorsement or sponsorship of the event without prior written approval of the Woyuha Property Management Manager or his/her designee. Renter's publicity of the event shall clearly and accurately identify the name of the sponsoring organization or individual.
7. Renter shall permit any Thunder Valley CDC officers, employees, or agents to visit the event described in this agreement.
8. Renter shall be responsible for picking up the keys to the Facility, if any, from Woyuha Property Management prior to the event. Renter shall return keys immediately following the event to Woyuha Property Management.
9. Under no circumstances shall Renter sublease or allow any other organization or individual to use the Facility for the period for which Renter has contracted. Renter is an independent contractor and not an agent or employee of Woyuha Property Management

**B. FEES**

1. Woyuha Property Management may require a rental fee and/or a deposit from Renter.
2. Any person or agency holding a reservation for the use of Woyuha Property Management facilities and desiring to cancel such reservation may be subject to the withholding of a portion of or the entire rental fee for the Facility.
3. Woyuha Property Management may charge an additional amount of the regular rental rate for any event continuing past the ending time stated in this agreement.
4. Renter is responsible for any lost keys, and any costs that Woyuha Property Management might incur to replace and/or re-key the Facility.

5. In the event the Facility is left damaged, Renter shall be charged for any and all janitorial and/or repair fees incurred by Woyuha Property Management as a result of the same and these fees shall be billed to the Renter.
6. Occupancy of the rental area later than stated on the contract will result in **additional fees**. These fees will be deducted from the deposit or assessed to the renter. All persons must be exited from the room by the contracted time. This includes guests, contracted services and renter. Rentals must be completed by 10:00 pm.
7. Applicant is responsible for all damages incurred to the facility during the rental. Pending no damages to the facility and no violation of the contract, the deposit will be refunded within 14 business days after the rental. Refund will be mailed to the address on the contract. If damages exceed the deposit amount, renter will be billed. If any dispute arises regarding the refund of the deposit, the parties agree to use a mediator, as the exclusive remedy for resolving the dispute.

### **C. Cancellation Policy**

1. The Client may cancel this agreement within five days of the event date. The Owner will refund all security deposits as well as 50% deposit.
2. Should the Owner chooses to cancel this facility rental agreement due to Client's violation of the terms of this agreement, any fees paid by the Client are considered non-refundable.
3. If the Renter and Woyuha Property Management agree that the event must be postponed due to an emergency, act of God, civil disturbance, or similar unforeseen circumstances, Woyuha Property Management will reschedule the event on a space-available basis and the rental deposit will be transferred to the re-scheduled booking. Woyuha Property Management is not liable for any additional costs incurred by the Renter as a result of the postponement.

### **D. INDEMNIFICATION**

1. Renter shall indemnify, defend, and hold harmless Woyuha Property Management and or Thunder Valley CDC its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Renter's use or occupancy of the Facility and adjoining property, unless solely caused by the gross negligence or willful misconduct of Woyuha Property Management and or Thunder Valley CDC its officers, employees, or agents.
2. Renter shall report any personal injuries or property damage arising at any time during and/or arising out of or in any way connected with Renter's use or occupancy of the Woyuha Property Management's facilities and adjoining property to the Woyuha Property Management Manager or his/her designee, in writing and as soon as practicable.
3. Renter waives any right of recovery against Woyuha Property Management, its officers, employees, and agents for fires, floods, earthquakes, civil disturbances, regulation of any public authority, and other causes beyond their control. Renter shall not charge results of "acts of God" to the Woyuha Property Management, its officers, employees, or agents.

4. Renter waives any right of recovery against Woyuha Property Management, its officers, employees, and agents for indemnification, contribution, or declaratory relief arising out of or in any way connected with Renter's use or occupancy of the Facility and adjoining property, even if the Woyuha Property Management, its officers, employees, or agents seek recovery against Renter.

#### **D. SECURITY**

1. Woyuha Property Management, at its sole discretion, may require a certain number of security officers for the event. Renter shall be responsible for procuring and paying for security officers through the Woyuha Property Management or a private security agency.
2. Renter is solely responsible for supervising all individuals at the Facility and adjoining property during the event. Woyuha Property Management is not responsible for providing this supervision. However, Woyuha Property Management may evict individuals from the Facility during the event if their conduct is not in the best interest of the public or is deemed to be detrimental in any way.

#### **E. SET UP / CLEAN UP / DECORATIONS**

1. Renter, caterers, bands, transportation of rental equipment, and related individuals and activities will not be permitted access to the Facility prior to or after the event time period. Renter shall be responsible for arranging access during the time requested for entry and exit of the Facility.
2. Renter shall not prepare or decorate the Facility prior to the event start time, unless Renter provides rental fees, and deposits for the time of the preparation and/or decoration.
3. Renter shall not drive or permit to be driven nails, tacks, hooks, screws, poles, stakes or other forms of fasteners into any part of the Facility and shall not make or allow to be made any alterations of any kind therein. (Decorating tape is allowed).
4. Renter shall be responsible for all clean-up of the Facility, including adjacent grounds, at the end of the rental. Renter shall pick up, bag, and remove all trash generated by all activity in any way connected with its use of the Facility, leaving the Facility clean and free of all trash and litter. Renter shall also leave all fixtures, if any, in good working condition.
5. Renter shall not store any equipment or materials at the Facility or adjoining property without the prior written approval of the Woyuha Property Management Manager or his/her designee.
6. Renter shall be responsible for any and all damage to the Facility and/or its contents during use. In the event damage occurs or excessive cleaning is necessary, Renter shall be charged for any and all janitorial and/or repair fees incurred by Woyuha Property Management as a result.
7. All supplies such as tablecloths, glasses, glass dishes, silverware, paper towels, trash bags etc. must be provided by the Renter. **(Not applicable to Bunk House guests)**

#### **F. EQUIPMENT / ACCESSORIES**

1. Renter shall not remove, relocate, or take Woyuha Property Management property outside of the Facility for any reason without the prior written approval of the Woyuha Property Management Manager or his/her designee.

2. Renter shall not use Woyuha Property Management equipment, tools, or furnishings located in or about the Facility without the prior written approval of the Woyuha Property Management Manager or his/her designee.
3. Renter shall not drive motorized vehicles on field or green space.
4. Woyuha Property Management may provide audio/visual systems
5. Renter shall secure the approval of Woyuha Property Management before using audio/visual systems, public address systems, and live or recorded amplified music. Renter shall not record, televised, or broadcast the event or any portion thereof without prior written approval of Woyuha Property Management Manager or his/her designee.
6. All items that have been brought in by the renter, or contracted services for the function, must be removed from the facility by the end of the rental time. Neither TVCDC, nor their employees can be held responsible for any item left at the facility by either the renter or persons/companies providing the service and/or equipment for the rental party. Items for functions cannot be stored overnight.

#### **G. MISCELLANEOUS**

1. Renter shall comply with all local, state, and federal laws and regulations related to the use of the Facility.
2. Renter shall not admit a larger number of individuals than can lawfully, safely, and freely move about the Facility.
3. Adult Supervision must be provided inside and outside of building at all times for underage children. If a function will be attended by children under 21, one (1) adult chaperone is required for every (12) children present
4. Gambling of any kind is not permitted at the Facility
5. Smoking is not permitted at the Facility.
6. Please be aware that there are security cameras located throughout the facility for safety and entering purposes; except in the bunk rooms.
7. No animals are permitted at the Facility.
8. If Renter violates any part of this agreement or reports false information to the Woyuha Property Management, Woyuha Property Management may refuse Renter further use of the Facility and Renter shall forfeit a portion of or all of the rental fee and/or the deposit.
9. Woyuha Property Management may impose additional requirements as deemed necessary to protect the health, safety, and/or welfare of the community.
10. Any person aggrieved by Woyuha Property Management's decision with respect to this agreement may appeal to Woyuha Property Management Manager or his/her designee in writing no later than five (5) days after Woyuha Property Management's decision has been communicated to the aggrieved party.
11. No amplified music is allowed after 10:00 PM

12. Parking is allowed in assigned areas only. Parking on surrounding private property is prohibited.
13. Removal for Unruly Behavior: Failure to comply with security or management requests, excessive noise, foul language, violation of rules and regulations, or unruly behavior may result in the Renter's removal from the premises and/or the contacting of law enforcement agencies.
14. If any provision of this agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

The undersigned hereby assumes personal and individual liability for himself and on behalf of Applicant for any damages to the facility or equipment occurring through or during the occupancy or use of the facility by the Applicant. The undersigned will leave the facility in a condition as good as, or better than, originally found. The undersigned personally and individually on behalf of the applicant accepts liability for all repairs to the facility and/or repair or replacement of any equipment in the event of damage.

I/We \_\_\_\_\_ agree to defend, indemnify and hold harmless the TCDC organization, its appointed board members, agents, employees, and volunteers (hereby collectively referred to as "TVCDC") from any claims, demands, suits, losses, costs or expenses including attorney fees, or any damages which may be asserted claimed or recovered against or from TVCDC by reason of any damage to property, personal injury or bodily injury, including death, sustained by any person whomsoever and which damage, injury, or death arises out of or is incident to or in any way connected with the performance of this contract. By entering into this agreement, TVCDC does not waive any defenses it would otherwise have, including but not limited to, governmental immunity

Signature of Applicant \_\_\_\_\_

Date \_\_\_\_\_

## EMERGENCY PROCEDURES

### **FIRE**

1. Call 911 (or list seven-digit numbers here, if applicable); give facility location and location of fire, and any other information requested.
2. If fire is small, extinguish with nearest fire extinguisher.
3. To operate fire extinguisher follow P.A.S.S.:
  - Pull trigger pin
  - Aim nozzle at base of fire
  - Squeeze trigger
  - Sweep from side to side

If fire is large or out of control, calmly evacuate facility.

**TORNADO:** Tornado Watch means that conditions are favorable for the formation of a tornado, but none have been sighted in the area - prepare to take shelter. Tornado Warning means that a tornado has been sighted in the area.

\*\*\*TAKE COVER\*\*\* The following shelter should be taken:

\_\_\_\_\_.

### **POWER OUTAGE:**

1. Emergency lights will go on. 2. Slowly move occupants toward exits and leave building.
3. Notify maintenance personnel.

### **HEART ATTACK OR SERIOUS INJURY:**

1. Call 911 (or list seven-digit numbers here, if applicable). Give facility location and nature of injury or illness and other requested information.
2. Solicit medical help within building (CPR/first aid trained persons).

**BOMB THREAT** Call 911 (or other emergency number here) and ask for further instruction.