

FACILITIES USE RENTAL AGREEMENT

DECLARATION:

It is to be understood that any person or group wishing to use the Canyon Lake Senior Center facility must sign a Facility Use Agreement and make full deposit and rental payments prior to the event. Canyon Lake Senior Center is a non-profit organization and no business is to be conducted within our facility at any time. It is also understood that the Center restricts the use of alcohol and smoking on the premises at all times. If there is found to be any criminal activity of any level on the Canyon Lake Senior Center's property by the Lessee or any guest of the Lessee, this will be grounds for immediate termination of this agreement and forfeiture of all deposits and payments.

PARTIES TO AGREEMENT:

This Facilities Use Agreement is made and entered into between Canyon Lake Senior Center (Lessor), and *** (Lessee).

GRANT:

Lessor, on the date and time set forth herein, and subject to the terms and conditions of this Agreement, hereby grants to Lessee approval to use the ** of Canyon Lake Senior Center on ***, 2016. The hours for this use of facilities are set from *****. This time reserved is to include set-up, use, take down and clean-up of the meeting/event.

DEPOSIT AND RENTAL FEE:

Lessee shall pay to the Lessor the sum of \$_____, as a security deposit for facility rental. In addition a refundable key deposit in the amount of \$_____ will be paid. The deposits are to be paid at the signing of this agreement to secure the date and time of meeting/event. Lessor will conduct an inspection after the event and in the cases of damages or failure to clean up the room or rooms, will initiate a list of charges to be deducted from the deposit. In addition to the agreed deposit amounts, the cost of rental for facility is \$**.*00. Parties agree that all payments are to be paid in full prior to the scheduled meeting/event.

INDEMNIFICATION:

Lessee acknowledges that by signing this agreement that Lessee agrees to release, indemnify and hold harmless Lessor, its officers and representatives from all losses, claims, theft, liabilities, causes of action or expenses both known and unknown arising out of the rental of Lessor's facilities. This indemnification is also made in the representation of any and all guests that Lessee will include as part of event/meeting. This indemnity shall survive the both the completion or termination of this agreement.

ASSIGNMENT OR SUBLICENSING:

Lessee shall not assign any interest in this facility use agreement or otherwise transfer or sublicense the facility or any part thereof or permit the use of the facility to any party other than Lessee.

CANCELLATION POLICY:

Lessee agrees that if cancellation or rescheduling of event/meeting is needed, Lessee must notify Lessor within three business days of event/meeting. Failure to provide this notification within this time frame to cancel or re-schedule will result in the forfeiture of security deposit. The only instance this stipulation will be waived is due to an Act of God.

DISPUTE RESOLUTION:

In the event that a dispute arises under this Agreement, the person of contact designated for the remedy of issues will be the Director Michael Garfield. Director will convene a review panel of both parties to review the facts, contract terms and applicable statutes and rules to make a determination of the dispute.

EMERGENCY CONTACT:

In the event that an emergency situation such as fire, arises during event/meeting Lessee agrees to take action to insure emergency responders are notified immediately to insure injuries or damages are minimized. **The Director Michael Garfield will also be contacted at emergency number of (605) 786-5596.**

MAINTAINING THE PREMISES:

Premises shall be maintained in the same manner as the condition of acceptance. If damages of the premises are discovered upon inspection, and Lessor must expend funds to restore the premises to its previous condition, Lessee agrees to pay the reasonable costs of such repairs.

I, _____, have read this facility use agreement and agree to abide by the terms and conditions set forth in this contract.

Facility User

Date

Canyon Lake Senior Center
Representative

Date