

**WEST ALMANOR COMMUNITY CLUB
REC AREA RESERVATION CONTRACT**

West Almanor Community Club, hereinafter referred to as the **Association**, hereby grants _____, hereinafter referred to as **Renter**, the right to use those facilities of the Recreation Area at WACC – Area A2, hereinafter referred to as THE REC AREA, which are set forth on the day (s), at the time (s), and for the event (s) as set forth below, provided all the following terms and conditions contained in this AGREEMENT are met and complied with.

DATE OF EVENT: _____ **EVENT:** _____

Hours of Event: _____
_____ **Number of Guests:** _____

Name of WACC Member or Member Sponsor
_____ **Cell Phone:** _____

Name of Renter

Address: _____ **Cell phone:** _____
_____ **Home phone:** _____
_____ **Email:** _____

- DEPOSITS AND RENTAL FEES:**
Member Use Fee except Wedding – No Fee – Refundable Cleaning Deposit - \$500
Member Wedding/Wedding Reception - \$500 – Refundable Cleaning Deposit - \$1,000
Member Sponsored Use Fee except Weddings/Wedding Reception - \$300 – Refundable Cleaning Deposit \$600
Member Sponsored Wedding/Wedding Reception - \$1,500 – Refundable Cleaning Deposit \$2,000

Refundable Cleaning Deposit: \$ _____ **Use Fee:** \$ _____
2 Separate checks are needed – Checks are to be made out to West Almanor Community Club, P. O. Box 1040, Chester, CA 96020

Garbage service is NOT provided. Renter is responsible for disposing of all garbage.

PRIVATE-NON-COMMERCIAL USE: The use of the **Rec Area** facilities may not be used for commercial purposes. The **Rec Area** facilities are for private, non-commercial, and lawful uses only: i.e. parties, weddings/receptions, or meetings. The **Renter** shall ensure the events described above are conducted in an orderly manner in full compliance with all applicable laws, rules and regulations.

Office Use: _____

Form Received: _____ **Deposit Received:** _____
Use Fee (If Required) _____ **Proof of Insurance (If Required)** _____

- Park was left clean and tidy. Okay to return deposit.
- Park was not left clean or tidy and it took _____ hours to clean.

Signed: _____ **Date:** _____

1. **HOURS OF OPERATION:** The **Rec Area** will be available for private use from 8 a.m. to 9:30 p.m.
2. **THE REC AREA USE POLICY:** The use of the **REC AREA** facilities is subject to the **Common Area Use Policy**. The **Rec Area Use Policy** is incorporated herein.
 - A. The **Association** reserves the right to refuse use of the facilities.
 - B. The **Association** reserves the right to schedule additional events before and after the **Renter's** scheduled event.
 - C. For unavoidable emergencies, it may be necessary to reschedule or deny a previously approved request.
 - D. **Renter** and **Attendees** must vacate the premises (with all cleanups completed) within the agreed time frame. Additional time must be negotiated in advance and will incur additional charges.
 - E. Fights, vandalism, inappropriate behavior, violations of federal, state or local law or the **Association's** governing documents shall cause the cancellation of the **Renter Agreement** and **the forfeiture of all deposits**.
 - F. The **Renter** is responsible for ensuring Event Attendees do not block doors, exits, gates or driveways.
 - G. **The Renter** is responsible for damage or theft or any items belonging to **Event Attendees**.
3. **FEES AND DEPOSITS:**
 - A. Fees are payable upon the signing of the Contract
 - B. Fees are REFUNDABLE: Cancellations must be made up to 30 days before the scheduled event. Thereafter, it is **NON-REFUNDABLE**.
 - C. **Cleaning Deposit:** The Cleaning Deposit check will be returned or shredded once it has been determined the area was left clean and no damage has occurred.
 - D. **If Cleaning / Damage Occurs:** The **ASSOCIATION** reserves the right to take additional time to ensure valid estimates and repairs are completed and necessary administrative expenses or lost revenue are determined prior to refunding any portion of the cleaning deposit. In all cases where cleaning or damage occurs, an itemized statement (**which may be more than the deposit**) will be prepared by the **ASSOCIATION** and will be mailed and/or emailed to **RENTER**. Any additional charges must be paid within 30 days of receiving the itemized statement.
4. **USE OF FACILITIES:**
 - A. The **Renter's** guests must not exceed the maximum capacity posted.
 - B. **NO Pyrotechnics or Other Firework Displays.**
 - C. Candles must be completely enclosed in a glass or non-flammable holder.
 - D. **Cleanup / Janitorial and Removal of Food, Decorations, and other Renter or Function Attendee Items:**
 - a. The **Renter** is responsible, at the conclusion of the event, to ensure the facility is clean and there has been no damage. **This includes the entire *Rec area, bocce courts, BBQ, horseshoe pits, basketball court, restrooms, and surrounding area must be left clean.***
 - b. **All trash must be REMOVED FROM THE PREMESIS at the end of the event.**
 - c. **Cleanup not completed:** A cleaning fee of \$75.00 per person per hour will be deducted from the Cleaning Deposit. If a licensed business charges more than \$75 per hour, the Renter/Member Sponsor shall be responsible for the entire cost.
5. **CONDITIONS OF PREMESIS:**
 - A. Pursuant to the Rec Area Agreement, the premises will be left as received.
 - B. Should damage and or cleaning costs exceed the **Renter's** Cleaning / Damage, the **Renter** agrees to reimburse the Association the additional costs within thirty (30) days of receiving an itemized invoice for repair and or cleaning, plus overhead and administrative costs.
6. **SECURITY:** Neither the **ASSOCIATION**, it's **MANAGER**, nor any staff member may make any representation or warranty regarding the security of the **Rec Area** nor the safety of people visiting the **Rec Area**
7. **ASSUMPTION OF RISK: WAIVER AND RELEASE:**
 - A. The undersigned **Renter** intentionally and unconditionally assumes full risk of injury and death to themselves and to each and every person attending the **Renter's** function, (Individually and collectively, "**Event Attendee**"), which may result from any use of the **Rec Area** facilities, whether

authorized or unauthorized (individually and collectively, "Club Use"), irrespective of whether or not any Renter Guest User participated in the Rec Area use which resulted in injury or death.

B. The following Release of Liability and Assumption of Risk Agreement must be signed by the Renter:

8. **LIABILITY INSURANCE:** A Certificate of Insurance showing a minimum One Million Dollar (\$1,000,000) Policy Coverage naming **The West Almanor Community Club Association and Hignell Inc.** as "Additionally Insured", must be provided 60 days prior to a **wedding/wedding reception**. (Not needed for any other event.)
9. **INDEMNIFICATION:** I, the undersigned **Renter**, agree to be liable for all injury to persons and property at the **Rec Area**, and for all injury to persons and property resulting from **Association** use, which is caused by me or any other Event Attendee. In addition, I will defend, indemnify and hold each one of the **Released Parties** harmless from and against all "Claims" incurred by or asserted against any of the **Released Parties** from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to the use of the **Rec Area** or participation in **Association** use by me or by any other Event Attendee.
10. **NO ASSIGNMENT – PERSONAL ATTENDANCE REQUIRED:** This Rec Area Agreement cannot be transferred or assigned. The **Renter** must be in attendance at the event.
11. **ATTORNEY FEES:** In the event any action or proceeding brought to enforce any one of the provisions of this **REC AREA AGREEMENT**, whether a lawsuit is filed or commenced, the prevailing party shall be entitled to recover its attorney fees, paraprofessional fees, and court costs and expenses, both at trial and upon appeal, in addition to all other appropriate relief.

*****READ BEFORE SIGNING*****

On my own behalf, and the behalf of each and every function attendee: "I hereby waive the right to bring any "claims" against the Association (West Almanor Community Club), Manager, and/or employees, affiliates, directors, and attorneys (Collectively – "Released Parties") as a result of the Rec Area use; and I hereby release and discharge the Released Parties from any and all "Claims" I or any other member user may have, now, or in the future, which are in any way related to any use of the Rec Area. "Claims" shall include, but not be limited to, all rights, remedies, actions, injury, claims, loss, liability, damages, costs, and expenses of any kind or nature whatsoever which I or any other event attendee may have as a result of any act, occurrence, error, accident, omission, promise, or obligation of any one or more of the Released Parties; and the releases in this paragraph are given by such person, on his or her own behalf, on the behalf of event attendee, and on behalf of his or her successors in interest, heirs, and assigns.

I, the undersigned, agree to all the terms and conditions of this **REC AREA RESERVATION AGREEMENT**.

Dated: _____

Print Name

Signature