

WEST ALMANOR COMMUNITY CLUB CLUBHOUSE RESERVATION CONTRACT

West Almanor Community Club, hereinafter referred to as the Association, hereby grants _____, hereinafter referred to as Renter, the right to use the Clubhouse at 111 Slim Drive, hereinafter referred to as the Clubhouse, 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:

Hours of Event:

Name of WACC Member or Member Sponsor

Name of Renter

Address:

EVENT:

Number of Guests:

Cell Phone:

Home Phone:

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.

Office Use:

Form Received: _____

Deposit Received: _____

Use Fee (If required): _____

Proof of Insurance (If required): _____

Clubhouse was left clean and tidy. Okay to return deposit.

Clubhouse was not left clean or tidy and it took _____ hours to clean.

Staff Signature: _____ Date: _____

- Int: _____ 1. **PRIVATE-NON-COMMERCIAL USE**: The use of the **Clubhouse** may not be used for commercial purposes. The **Association** authorizes private, non-commercial, and lawful uses only: i.e. parties, weddings/receptions, or meetings. The **Renter** shall ensure the conduct of the events described above are conducted in an orderly manner in full compliance with all applicable laws, rules and regulations.
- Int: _____ 2. **HOURS OF OPERATION**: The dining room will be available for private use from 8 a.m. to 9:30 p.m. The kitchen is available only during the off season.
- Int: _____ 3. **THE COMMON AREA USE POLICY**: The use of the **Clubhouse** is subject to the **Common Area Use Policy (Policy #50)** in effect at the time of the function. The **Common Area Use Policy** is incorporated herein. All initially capitalized terms used herein shall have the meanings assigned to such terms in the **Common Area Use Policy**.
The **Association** reserves the right to refuse use of the facilities.
- A. The **Association** reserves the right to schedule additional events before and after the **Renter's** scheduled event.
 - B. For unavoidable emergencies, it may be necessary to reschedule or deny a previously approved request.
 - C. **Renter** and **Function Attendees** must vacate the premises (with all clean-up completed) within the agreed upon time frame. Additional time must be negotiated in advance and will incur additional charges.
 - D. Fights, vandalism, inappropriate behavior, violations of federal, state or local law or the **Association's** governing documents (i.e. CC&Rs, Bylaws, Articles, rule or regulations) shall cause the cancellation of the **Renter Agreement** and the **forfeiture, by the Renter of all deposits**.
 - E. The **Renter** is responsible for ensuring Event Attendees do not block doors, exits, gates or driveways.
 - F. **The Renter** is responsible for damage or theft or any items belonging to **Event Attendees**.
 - G. Damage to the Clubhouse facilities is the responsibility of the **Renter**. If damages exceed the deposit amount, the **Renter** will be invoiced for the cost of all repairs and incidental costs. See Fee Schedule for Repairs/Incidentals.
- Int: _____ 4. **LICENSE FEES AND DEPOSITS**:
- A. The deposit is payable at the signing of this **RESERVATION AGREEMENT**.
 - B. The deposit is REFUNDABLE:
 - a. For cancellations up to 30 days before the scheduled event. Thereafter, it is **NON-REFUNDABLE**.
 - b. After the facility has been inspected by the maintenance staff and any required cleaning and repairs to damage have been completed.
 - C. The **Renter's** liability or damage to the Clubhouse, its equipment, or its facilities shall not be limited to the amount of the deposit.
 - a. **No Cleaning / Damage Incurred**: Provided cleaning is not required or damage incurred, or other expense not covered, the Cleaning Deposit will be returned/shredded after the event.
 - b. **Cleaning / Damage Occurs**: In cases where Cleaning is required, damage has occurred, or there has been some other breach of this **RESERVATION CONTRACT** or the Common Area Policy the **ASSOCIATION** reserves the right to take additional time to ensure valid estimates and repairs are completed and necessary administrative expenses or lost revenue is determined prior to refunding any portion of the Cleaning / Damage 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 to **RENTER**. Any additional charges must be paid within 30 days of receiving the itemized statement.
 - c. **USE FEE**: Payable up to 30 days before the Event. – The use Fee is **NON-REFUNDABLE** after that date.

Int: _____ 5. **LICENSE OF FACILITIES:**

- A. **Facility Descriptions and Amenities:** The **Renter's** guests must not exceed the maximum capacity posted. (64 people)
- B. **Displays and Decorations:**
 - a. Candles must be completely enclosed in a glass or non-flammable holder.
 - b. All decorations must be taken down and removed from the facility by the end of the reserved event time.
 - c. Any property of the **Renter** or the Function Attendees brought into the Clubhouse and left thereon, either prior to or following the event, shall be at the sole risk of the **Renter**. The **ASSOCIATION** or its employees shall not be liable for any loss or damage to any such property for any reason.
- C. **Cleanup / Janitorial and Removal of Food, Decorations, and other Renter or Function Attendee Items:**
 - a. The **Renter** is responsible for and shall complete the cleanup or have the cleanup performed for them, at their own cost. Cleanup shall, at a minimum, consist of the tasks outlined below.
 - b. The **Renter** is responsible, at the conclusion of the event, to ensure the facility is "clean" and there has been no damage. Cleaning includes:
 - A. Removal of all decorations, tape etc.
 - B. All tables must be cleared of all items and wiped clean
 - C. All chairs must be wiped clean
 - D. Carpet must be freshly vacuumed
 - E. Restrooms shall be cleaned and sanitized at the end of your event
 - F. All trash must be REMOVED FROM THE PREMESIS (Garbage service is not provided in the winter.)
 - G. Properly dispose of all excess or non-consumed food. No food or beverages are to be left on the premises
 - H. If the kitchen is used it shall be cleaned and sanitized including but not limited to all appliances, the stainless backing the appliances and on the walls, stainless tables, refrigerator, freezers, sinks, dishwashing area etc. Kitchen floor shall be swept and mopped with degreaser. Mop bucket shall be emptied and put away.
 - c. **Cleanup not completed**, as specified above, a fee of \$75.00 per person per hour, to complete cleanup, shall 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.

Int: _____ 6. **CONDITIONS OF PREMESIS:**

- A. Pursuant to this **Agreement**, the **Renter** shall be responsible and shall pay for all damage, including administrative, repair, and legal expense involved in returning the premises to their original state prior to use. The **Renter** shall be responsible and shall pay for cleaning of the **Clubhouse**.
- B. If the Clubhouse facilities, after inspection, are deemed to be in good order (No damage, clean and restored to the condition existing prior to the event), and after the staff has done their thorough inspection, the full amount of the Cleaning / Damage Deposit shall be refunded to the **Renter**.
- C. If, after inspection by the staff, damage is found or if janitorial services are required, the **Renter** shall be billed for repair or cleaning. The **Association** reserves the right to deduct such reasonable and necessary cost of repair or cleaning, plus any overhead administrative expenses from the **Renter's** Cleaning / Damage Deposit.

D. 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.

Int: _____ 7. **SECURITY:** Neither the **ASSOCIATION**, it's **MANAGER**, and/or any staff member may make any representation or warranty regarding the security of the **Clubhouse** nor the safety of people visiting or using the **Clubhouse**.

Int: _____ 8. **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 **Clubhouse** facilities, whether authorized or unauthorized (individually and collectively, "**Club Use**"), irrespective of whether or not any **Renter Guest User** participated in the **Clubhouse** use which resulted in injury or death.

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

Int: _____ 9. **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 Incorporated** as an "**Additionally Insured**", must be provided 60 days prior to **wedding/wedding reception**. (Insurance not needed for any other event.)

Int: _____ 10. **INDEMNIFICATION:** I, the undersigned **Renter**, agree to be liable for any and all injury to persons and property at the **Clubhouse**, and for any and 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 and every one of the **Released Parties** harmless from and against any and 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 **Clubhouse** or participation in **Association** use by me or by any other Event **Attendee**.

Int: _____ 11. **NO ASSIGNMENT – PERSONAL ATTENDANCE REQUIRED:** This Clubhouse Agreement cannot be transferred or assigned. The **Renter** must be in attendance at the event.

Int: _____ 12. **ATTORNEY'S FEES:** In the event any action or proceeding brought to enforce any one of the provisions of this **Clubhouse Agreement**, whether or not 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 Clubhouse 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 Clubhouse. "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 **Clubhouse Agreement**.

Dated: _____

Print Name

Signature