

WEST ALMANOR COMMUNITY CLUB REC AREA RESERVATION AGREEMENT

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: _____
Home Phone: _____

Name of Renter

Address: _____

Cell phone: _____
Home phone: _____
Email: _____

DEPOSITS AND RENTAL FEES:

- Member Use Fee except Wedding – No Fee – Refundable Cleaning Deposit - \$150
- Member Wedding/Wedding Reception - \$500 – Refundable Cleaning Deposit - \$375
- Member Sponsored Use Fee except Weddings/Wedding Reception - \$300 – Refundable Cleaning Deposit \$150
- Member Sponsored Wedding/Wedding Reception - \$1,500 – Refundable Cleaning Deposit \$600

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

Thank you and Happy Planning!

Garbage service is NOT provided. Renter is responsible for disposing of all garbage. Rec area, bocce courts, BBQ, horseshoe pits, basketball court, restrooms, and surrounding area must be left clean.

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: _____

- Int: _____ 1. **PRIVATE-NON COMMERCIAL USE:** The use of the **Rec Area** facilities may not be used for commercial purposes. The **Rec Area** facilities are for member use. 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. **CANCELLATION POLICY:** Cancellation of reservations shall be accepted up to 90 days prior to the event. WACC must receive a written statement of cancellation before Deposit refunds will be processed. Refunds will take approximately 30 days to process.
- Int: _____ 3. **HOURS OF OPERATION:** The **Rec Area** will be available for private use 8 a.m. to 9:30 p.m.
- Int: _____ 4. **THE REC AREA USE POLICY:** The use of the **REC AREA** facilities is subject to the **Rec Area Use Policy** in effect at the time of the function. The **Rec Area Use Policy** is incorporated herein. All initially capitalized terms used herein shall have the meanings assigned to such terms in the **Rec Area Use Policy**. The **Association** reserves the right to refuse any 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 cleanup 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 to ensure 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 Rec Area 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: _____ 5. **LICENSE FEES AND DEPOSITS:**
- Member Use Fee except Wedding – No Fee – Cleaning Deposit - \$150
 Member Wedding/Wedding Reception - \$500 – Cleaning Deposit - \$375
 Member Sponsored Use Fee except Weddings/Wedding Reception - \$300 – Cleaning Deposit \$150
 Member Sponsored Wedding/Wedding Reception - \$1,500 – Cleaning Deposit \$600
- (1) It is payable at the signing of this **RESERVATION AGREEMENT**.
 - (2) It 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.
 - (3) The **Renter's** liability or damage to the Rec Area, its equipment, or its facilities shall not be limited to the amount of the deposit.
 - a. **No Cleaning / Damage Incurred:** Provided there is no cleaning required or damage incurred, or other expense not covered, the Cleaning Deposit will be returned/refunded thirty (30) days 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 AGREEMENT** or the Rec Area Use 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. NOTE: It is unreasonable for the **ASSOCIATION** to attempt to reschedule an event for that period.

Int: _____

6. **LICENSE OF FACILITIES:**

A. **Facility Descriptions and Amenities:** The **Renter's** guests must not exceed the maximum capacity posted.

B. **Displays and Decorations:**

(1) There shall be **NO Pyrotechnics or Other Firework Display**.

(2) Candles must be completely enclosed in a glass or non-flammable holder.

(3) All decorations must be taken down and removed from the facility by the end of the event.

(4) Any property of the **Renter** or the Function Attendees brought into the Rec Area facilities 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:**

(1) The **Renter** is responsible for and shall complete the cleanup or to have the cleanup performed for them, at their own cost. Cleanup shall, at a minimum, consist of the tasks outlined below.

(2) The **Renter** is responsible, at the conclusion of the event, to ensure the facility is "clean" and there has been no damage. The **Renter** must be present for a walk through inspection with a staff member (The walkthrough is to confirm basic cleanup, not to determine spills or other damage – a thorough inspection will be accomplished by staff at a later time). If the **Renter** is unavailable for the walkthrough and inspection with the staff member determinations of the staff member will be deemed approved by the **Renter**. Cleaning includes:

a. Removal of all decorations, tables, chairs and any other items brought to the rec area by the renter

b. **All excess trash must be REMOVED FROM THE PREMESIS.**

c. Properly dispose of all excess or non-consumed food. No food or beverages are to be left on the premises

(3) **Cleanup not completed**, as specified above, a fee of \$25.00 per person per hour, to complete cleanup, shall be deducted from the Cleaning Deposit.

Int: _____

7. **CONDITIONS OF PREMESIS:**

A. Pursuant to this **Rec Area 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 and restoring the **Rec Area** facilities to the condition existing prior to the event.

B. If the Rec area facilities subject to this Rec Area Agreement, after inspection by the Rec Area maintenance staff, are deemed to be in good order (No damage, clean and restored to the condition existing prior to the event), and after the maintenance staff has done their thorough inspections, the full amount of the Cleaning / Damage Deposit shall be refunded to the **Renter** within thirty (30) days of the event

C. If, after inspection by the Rec Area maintenance staff, any damage is found or if janitorial services are required, the **Renter** shall be billed for repair or cleaning as may be required. The **Association** reserves the right to deduct such reasonable and necessary cost of repair or cleaning, plus overhead and 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: _____

8. **SECURITY:** Neither the **ASSOCIATION**, it's **MANAGER**, or any staff member may make any representation or warranty regarding the security of the **Rec Area** nor the safety of persons visiting

the **Rec Area**.

Int: _____

9. **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**:

Int: _____

10. **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 The Hignell Co.** as “**Additionally Insured**”, must be provided 60 days prior to a **wedding/wedding reception**. (Not needed for any other event.)

Int: _____

11. **INDEMNIFICATION:** I, the undersigned **Renter**, agree to be liable for any and all injury to persons and property at the **Rec Area**, 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 **Rec Area** or participation in **Association** use by me or by any other Event **Attendee**.

Int: _____

12. **NO ASSIGNMENT – PERSONAL ATTENDANCE REQUIRED:** This Rec Area Agreement cannot be transferred or assigned. The **Renter** must be in attendance at the event.

Int: _____

13. **ATTORNEY’S FEES:** In the event on any action or proceeding brought to enforce any one of the provisions of this **REC AREA 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 **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