

# White Mountain Youth Center

## Facility Rental Contract

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, by and between White Mountain Youth Center (herein referred to as "WMYC") and \_\_\_\_\_ (herein after referred to as "User").

1. PREMISES & RATES: NCDP hereby agrees to make available exclusively for use by User, the facility located on the WMYC premises, at the time and date (s) and for the purpose (s) indicated at the following rates.

Purpose: \_\_\_\_\_  
Facility Rental Date: \_\_\_\_\_ Time: \_\_\_\_\_  
\_\_\_\_\_ hour(s) @ \_\_\_\_\_ per hour=\_\_\_\_\_.

### Facility Rental Contract continued

#### 2. PAYMENTS:

Payment in full is required with the return of this contract for events within 30 days from the date of use identified on the contract. For events with dates more than 30 days from the date of the contract a deposit of 50% \$\_\_\_\_\_ is required with the return of this contract to confirm the event dates. Also due with the return of the contract is evidence of insurance coverage described within Section E. The balance of the total cost will be due in full thirty (30) days prior to the event.

#### 3. CANCELLATION:

- A. After approval is given, WMYC may terminate this Agreement (in its entirety, or as to any time, date or facility) in its sole discretion up-to one month prior to the first date in Section. After one month (30 days), WMYC may terminate this Agreement only for good cause. Upon such termination, and absent any default by User, all deposits shall be refunded to User less expenses incurred by WMYC in preparation of the Facilities usage. Provided that termination is only partial, User shall be entitled to only a partial refund in an amount to be determined by WMYC in its sole discretion.
- B. User may terminate this Agreement at any time prior to seven (7) days in advance of the first date in Section 1 in which case User shall be entitled to a refund of all deposits and fees less (i) all expenses incurred by WMYC in preparation of the Facilities for User and (ii) a cancellation fee of \$25.00

4. DEFAULT: If at any time User shall default the terms of this Agreement, WMYC shall have the right to terminate this Agreement forthwith, whereupon User shall vacate the Facilities immediately, and User shall have no right to receive any refund of deposits or fees hereunder.

5. USE RESTRICTIONS: The following restrictions shall apply to the use of the Facilities:

- A. All use of the Facilities shall terminate no later than the time and date herein stated in Section 1, and said Facilities shall be vacated by all persons using the same hereunder at or before such time and date. At any time for set-up, tear down and removal of equipment provided must be budgeted as part of the rental contract, Section 1 hereof.
- B. User shall have the use of the Facilities only for the purposes herein identified in Section 1.
- C. User specifically agrees not to nail or screw anything to the floor or walls of Facility and shall be responsible for any and all damage to the Facility and to WMYC's personal property therein, or to the property of any third person which is on loan to WMYC. Damage caused by the acts of the User or User's agents, servants, employees, patrons, licensees, invites or guests, whether accidental or otherwise will become the financial responsibility of the user. User further agrees to leave the premises in the same condition as existed on the date that possession commenced which includes but is not limited to the removal of all trash generated by the event, removal of all furniture and equipment, beverages, food, utensils, etc. Failure to comply with scheduled cleanup will result in a cleaning charge of \$250.00. For those events using a caterer, the caterer's agreement is incorporated herein by reference.
- D. WMYC reserves the right to approve any caterer providing food and/or drink at the Facilities. The City of Pinetop-Lakeside Noise Ordinance shall be abided by for any outside activities, playing of music, or other noisy activities. Smoking is not permitted in any area of the building or anywhere on WMYC premises.
- E. User shall indemnify and hold WMYC harmless from and against any and all claims, damages, expenses, losses, suits or causes of action (including reasonable attorneys' fees) resulting from or arising in connection with User's use of the Facilities. Any use of the Facilities involving a danger or risk determined by WMYC in its sole discretion, shall be covered by liability and property damage insurance provided by User, at User's sole cost and expense and endorsed for the benefit of WMYC, with insurance companies acceptable to WMYC. The bodily injury liability coverage shall be not less than \$1,000,000 each occurrence. The property damage liability shall be not less than \$1,000,000 for each occurrence. User will provide WMYC with evidence acceptable to WMYC and such insurance must be obtained to cover User's event at least seven (7) days prior to the first date set forth in Section 1, hereof.
- F. User agrees to comply with any and all laws, statutes, ordinances, rules, orders regulations and requirements of the federal, state, and local governments, and all of the their departments or bureaus, applicable to User's use of the Facilities, including without limitation, obtaining any necessary liquor licenses and the payment of all sales, use and entertainment taxes or fees.

- G. User is responsible for the safety and good order of all equipment and other property owned by WMYC and/or being displayed at WMYC's premises, and is liable for said equipment and other property if it is lost, stolen, damaged or misplaced by User's agents or the attendants at User's function whether or not invited.
- H. Children under 15 years of age are not permitted in the facility unless supervised by an adult.
- I. WMYC reserves the right through its officers and its employees or agents to eject any person or persons from any portion of its Facilities, and upon the exercise of this authority, through its employees, officers, or agents, the User hereby waives any right or claim for damages against WMYC or any of its employees, officers, or agents.
- J. WMYC assumes no responsibility for equipment supplied by User or another party. WMYC reserves the right to approve (1) all equipment used hereunder and (2) the supplier of said equipment.
- K. WMYC reserves the right to review all copy and approve all forms of advertising or publicity in which WMYC's name is used. The parties agree that no partnership between them respecting any event or the use of the Facility shall be implied in any way, and User agrees to indemnify and hold WMYC harmless from and against any claims to the contrary.
- L. User agrees that it shall not erect, post, place or affix any signs, advertisements, show bills, lithographs, posters or cards of any description on any portion of the Facility without written permission of WMYC. Should written permission of WMYC be obtained for the erection, posting, placing or affixing of any sign, advertisement, poster, show bills, lithographs, or cards, the said erecting affixing, etc., shall be supervised by the Facilities Rental Coordinator. If this covenant is in any way violated by User WMYC retains the right to exercise its remedies under this lease and cause the tenancy to be terminated from time of said breach.
- M. User will remove all of user's property from the facility at the termination of User's use of the Facilities. If User's property is not removed as provided herein, WMYC will have the right to cause such property to be removed at the full expense of the User.
- N. User shall comply with all rules and restrictions that may be prescribed by WMYC for the purpose of maintaining the safety, care, good order and cleanliness of WMYC's premises, equipment and property displayed thereon.
- O. Those matters not herein expressly provided for shall be decided by WMYC and/or its representatives or agents and such decisions shall be binding upon the User.

6. ASSIGNMENT: User shall not assign this Agreement without prior written consent of

WMYC.

7. NOTICES: All notices to WMYC shall be deemed to have been adequately and timely given when received in writing by the Facilities Rental Coordinator.

8. MISCELLANEOUS: This Agreement constitutes the entire Agreement between the parties hereto and shall not be modified except by written instrument signed by both parties. This Agreement shall be construed, interpreted and enforced according to the laws of the State of Arizona. The officer or representative of User executing this Agreement certifies that he or she has been duly authorized to enter into this Agreement on behalf of User and that neither the execution of and delivery of this Agreement, nor the performance or the terms and conditions hereof, will result in a breach of any agreement to which User is a party, or of any federal, state or local law, rule or regulation.

IN WITNESS THEREOF, the parties have executed this Agreement as of the day and year first above written.

\_\_\_\_\_  
WMYC Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
*Signature of WMYC Representative*

\_\_\_\_\_  
*User*

\_\_\_\_\_  
Date

\_\_\_\_\_  
*User Signature*