

**HOWONQUET HALL COMMUNITY CENTER
RENTAL AGREEMENT**

Smith River Rancheria; 140 Rowdy Creek Rd; Smith River, CA 95567
(707) 487 – 9255

Organization (Lessee): _____

Date of Event: _____ Start Time: _____ End Time: _____

Name: _____

Mailing Address: _____

Phone Number: _____ Number Attending: _____

Type of Event: _____

Rental Fee	\$ 250.00 x _____ days or \$ 75.00 x _____ hours	\$ _____
Security Deposit	\$ 250.00	\$ 250.00
Alcohol Deposit	\$ 500.00	\$ _____
Total Rental Fee: \$		Total Deposit: \$
<i>Rental Fee Waived</i>		<i>Certificate of Insurance Waived</i>
<i>Staff Initial:</i>		<i>Staff Initial:</i>

TERMS AND CONDITIONS

- Rental Fees.** Rental fees are quoted per each day. **Rental fees and proof of liability insurance are due at least two (2) weeks prior to the event. Deposits are due at the time of reservation.** Deposits will be conditionally refunded following the event, subsequent to an inspection of the Howonquet Hall Community Center ("Hall") and grounds. Upon departure, Lessee is responsible to return the Hall grounds and facilities to the condition in which they were received; otherwise, additional fees may be assessed. All garbage must be removed to the exterior dumpster.
- Deposits.** Security Deposits are required for each event. Liquor and alcoholic beverages of every kind are strictly prohibited without having provided an Alcohol Deposit. Security Deposits and Alcohol Deposits will be returned within thirty (30) days from the last day of the event minus any charges for damage.
- Damages.** Smith River Rancheria reserves the right to retain any or all of the Security Deposit or Alcohol Deposit for damages, including any necessary clean-up costs or other costs or expenses associated with the use of the Hall by Lessee. Any costs or charges for damages in excess of the deposits must be paid by Lessee upon receipt of an invoice from the Smith River Rancheria. The deposits are not a waiver by Smith River Rancheria of charges in excess of the deposits.
- Clean-up of Hall.** Lessee, whether an organization, group or individual, is responsible for restoring the Hall and grounds to the same condition as they were received. Smith River Rancheria staff will, in its sole discretion, determine whether Lessee has complied with this requirement. Lessee is responsible for all clean-up activities. Lessee must supply cleaning materials, soap, and dishtowels. Trash must be gathered and placed in the exterior dumpster. Appliances and counter tops must be clean and clear of debris. The refrigerator must be empty. If the clean-up activities are insufficient, the Smith River Rancheria will conduct the clean-up activities at a rate of \$30.00 per man hour.

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5. **Insurance.** Lessee is required to provide Smith River Rancheria with proof of comprehensive liability insurance in the amount of one-million dollars (\$1,000,000), naming the Smith River Rancheria as additionally insured, at least two (2) weeks prior to the event.
6. **Indemnity.** Lessee shall defend, indemnify, and hold harmless the Smith River Rancheria, its employees, agents, elected officials and insurers, from any and all claims, judgments or awards for any and all damages, costs or expenses, including attorney's fees, for personal injury, including death, and for property damage, which are attributable to the acts or omissions of Lessee, its agents, representatives, employees, contractors, or guests.
7. **Cancellations.** If Lessee cancels the event, requests for refunds must be made at least two (2) weeks prior to the date of event; late requests for refunds will not be granted.
8. **Assignment.** This Agreement is for the specific purpose(s) and date(s) designated. It may not be transferred to any other person, corporation, group or other entity or applied to any other Smith River Rancheria facility.
9. **Event Duration.** Without prior approval, all events must conclude as stated on the Rental Agreement.
10. **Termination of Use.** The use of Howonquet Hall Community Center may be terminated by the Smith River Rancheria at any time. Upon such termination, all activities by the Lessee must cease and all equipment, furnishing and other material removed from the Hall immediately. Lessee will be responsible for restoring the Hall and grounds to the same condition as they were received.
11. **Choice of Law.** Any legal actions with regards to this Agreement will be heard by the Smith River Rancheria Tribal Court. All Tribal Codes apply to Lessee's rental application.
12. **SRR Access.** The Smith River Rancheria as well as any law enforcement agency the Rancheria so authorizes will have access to the Hall and grounds at all times.
13. **Accidents.** Lessee is responsible to report and file an Occurrence of Injury at the Smith River Rancheria Tribal Office within twenty-four (24) hours of the incident.
14. **Alcohol.** Any organization wishing to serve alcohol during an event at the Hall must comply with all applicable Smith River Rancheria Tribal Codes and California Department of Alcohol and Beverages Control regulations as well as provide qualified security personnel during the event.
15. **Exits.** Exit lights shall not be covered or the light bulbs removed. Doorways shall not be obstructed or blocked, chained or tied shut.
16. **Fire Regulation.** All fire regulations (as well as applicable Smith River Rancheria Tribal Codes) will be enforced and must strictly adhered to. Combustible or flammable liquids may not be used, placed or handled within the Hall. Open fires are prohibited.
17. **Firearms.** The possession or use of firearms is strictly prohibited.
18. **Illegal Substances.** Use, consumption, or possession of any illegal substances at the Hall and grounds is strictly prohibited.
19. **Lost or Stolen Property.** The Smith River Rancheria is not responsible for lost or stolen property, including property that is left at the Hall after the event is over.

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20. Vandalism. Tampering with locks or utilizing staples, tacks or nails to affix objects to walls or other fixtures at the Hall is considered vandalism and strictly prohibited.

21. Malicious Mischief.

- 1) Malicious mischief will not be tolerated within the Hall. A person commits malicious mischief if he or she knowingly and maliciously:
 - a) Causes physical damage to Hall property in an amount less than \$250.00;
 - b) Creates a substantial risk of interruption or impairment of service rendered to the public by tampering with Hall property.
- 2) Malicious mischief is a crime.

22. Parking. Any vehicles left at the Hall after events are subject to being towed at owner's expense.

I, THE UNDERSIGNED, CERTIFY THAT I AM THE LESSEE OR THE AUTHORIZED REPRESENTATIVE OF THE LESSEE AND HAVE THE AUTHORITY TO BIND LESSEE TO THE TERMS OF THIS AGREEMENT.

Lessee Signature: _____ **Date:** _____

Print Name/Title: _____