



RENTAL AGREEMENT

The undersigned, hereby, has read and understands this contract, and by signing their name understands they are entering into a contractual agreement between themselves and the Lester Buresh Family Community Wellness Center, "the LBC".

LBC Rules:

- Renter and guests must stay in the area that is rented, exception would be using the restrooms.
- Children **10 years and younger** must be accompanied by and adult at all times.
- Non-marking closed toe shoes must be worn on the rock wall.
- Waiver must be on file for anyone who is climbing on the rock wall, it can be found at theLBC.com
- Non-marking, soft-sold, closed-toe athletic shoes must be worn on basketball courts and fitness/yoga studio. Clean, dry shoes not used outdoors are encouraged.
- Participants must be 16 years old or have taken the youth certification course to use the cardio and weight equipment.

Facility rentals are not secured until we have received payment due by the date indicated on the invoice.

Depending on the size of your rental, please reference the table below for security deposit, due date of fees, and cancellation policy. Any rentals not paid by the due date are subject to cancellation.

Description of Fees	One or two room rentals	Three or more room rentals	Full facility rental
Security Deposit	Not Required	25% of the full rental fee to secure the reservation	25% of the full rental fee to secure the reservation
Full Rental Fee Due	To secure the reservation	45 days prior to event	90 days prior to event
Cancellation Fee is equal to 50% of Full Rental Fee	3-14 days prior to event	3-30 days prior to event	3-60 days prior to event

Cancellation - No refunds for cancellations 72 hours prior to the event.

Security Deposit - The security deposit will need to be paid to secure the reservation. The security deposit will be refunded provided there is no damage to the rental area and the rental area is left in the same condition in which it was found. The deposit may be withheld if renter arrives early and/or leaves late. The deposit will only be refunded to the applicant listed in the form of a check or credit card (no cash refunds) and may take 2-4 weeks to process.

Discounted Member Rates - To qualify for discounted Member Rates, you must hold a current annual membership at the time of the reservation and remain active through the date of your event and be in good standing of *the LBC*.

Event Staff - Facility staff will determine appropriate staffing levels required for your event to run successfully. If additional staff are needed, you will be assessed additional fees to the overall rental fee. Staffing levels vary depending on event type, size, space and time.

Security - Security Personnel Fees are required when alcohol is being served and if deemed necessary. A minimum of one reserve officer is required. Additional security may be required at the discretion of the MVPD and *the LBC* Director. An approved list of security personnel can be acquired by the MVPD and the fee for security personnel will be paid by the renter.

Smoking Policy - Smoking and the use of any tobacco product, or electronic smoking device, by any person, in any publicly owned facility is prohibited at all times. City of Mount Vernon ordinance chapter 47.09.

Kitchen Use - The facility is solely a warming kitchen and cannot be used for major meal preparation. If you are having a catered event, you will need to submit the catering company's name and contact info.

Food - Food is only allowed on the first floor. Food is not allowed in all other areas unless approved by *the LBC* Director.

Clean-Up Policies - Renter will be responsible for all damage to building, furniture and any extra cleaning. If a private caterer uses the facilities, renter is responsible to see that the caterer follows *the LBC's* regulations regarding clean up. Facilities left in a manner requiring more than customary cleaning will be sufficient reason to bill the utilizing individual or

group to cover these added costs. Failure to pay may result in loss of future rental privileges and could result in additional administrative action. The Renter is responsible for sweeping, mopping, cleaning the kitchen, and emptying the garbage before leaving *the LBC*. Renter will be responsible for cleaning and tearing down tables and chairs. Renter will be responsible for removal of any wall decorations and other personal equipment. If it is necessary for staff to complete the required clean-up tasks, the Renter will be charged at the rate of 1 and ½ times the hourly wage of the affected employee for time needed to complete the tasks. Minimum charge to Renter for completing clean-up requirements is 1 hour. **Please leave the space the way you found it.**

Recycling and Trash Pick-Up - To facilitate recycling efforts, specially marked bins will be made available by the City for collecting glass, aluminum, plastic and metal containers. These containers must be clean prior to placing in the appropriate recycling bins. All trash shall be placed in garbage bags.

Decorations - The use of nails, tape, tacks, etc. to fasten decorations or other materials to walls, doors or from the ceiling is prohibited. Glitter, rice, bird seed, bubbles, confetti, etc. are prohibited. Set-up, clean-up, and decorating time must be factored in when making a reservation.

Alcohol Consumption - If you are serving alcohol at your event, requests must be submitted at least 30 days prior to the date of your event. Wine and beer are only allowed if the Renter obtains permission from the City. Additional rental fees, deposit and insurance requirements apply. Kegs or hard liquor are strictly prohibited. No off-sales of alcohol are allowed. Renter will be responsible for all fees related to security personnel and equipment when serving alcohol. The City of Mount Vernon reserves the right to perform a background check on Renter and its representatives.

Revocation of Permit for Use - If at any time *the LBC* Director or the City of Mount Vernon Police Department determines that any use of *the LBC* is contrary the public health and safety of the City or such use is tending to cause or provoke a disturbance, *the LBC* Director or Police Chief may revoke the City's permission to occupy *the LBC*. In such an event, such groups or individuals shall upon notice immediately vacate the Center. Falsification of any information in the contract may lead to immediate closure of event and loss of all fees, including deposit.

Review and Amendment - Rental Policies and Procedures are subject to change upon review.

The Renter agrees to exercise due care in the preservation of the premises and to prevent loitering and presence of unauthorized persons during all usage periods. The Renter hereby agrees to remit the applicable rental fee and security deposit and be held responsible for any and all damage to persons, property and premises. The Renter shall indemnify and hold harmless the Lester Buresh Family Community Wellness Center, the City of Mount Vernon, their employees, officials, volunteers, present and future, known or later discovered, from any and all damage, loss, or liability of any kind whatsoever occasioned upon and/or within the leased premises, or ways or walks adjacent thereto, by reason of any injury to persons or property caused or alleged to be caused by any act or omission, neglect, or wrongdoing of the Renter or any of his, her and/or its officers, agents, representatives, assigns, guests, employees, invitees, or other persons admitted by the Renter to the premises. The Renter will, at his, her and/or its own cost and expense, defend and protect the Lester Buresh Family Community Wellness Center against any and all such claims or demands, including attorney's fees.

Renter's Name (please print) _____ Event Date: _____

Renter's Signature _____ Date: _____