

VIDA McKENZIE COMMUNITY CENTER

2025 RENTAL AGREEMENT

LESSOR: Vida McKenzie Community Center (VMCC), an Oregon non-profit corporation, located at 90377 Thomson Lane, Vida, Oregon 97488. Mailing address: PO Box 163, Vida, Oregon 97488. Contact: Gerry Aster 541-896-3001 or 626-437-0539.

LESSEE: _____

VMCC agrees to rent to Lessee certain portions of the Center's facilities on the following terms and conditions subject to prior approval by the VMCC Board where acquired.

TERMS OF USE

1. FACILITIES TO BE USED: (select all that apply)

- a. Great Room (1078 sq. ft., 154-person capacity) _____
- b. Kitchen _____
- c. Place Settings (100 avail.): _____ #dinner plates _____ #dessert plates _____ #bowls _____ #coffee mugs _____ #stemless glasses _____ #water glasses _____ #flatware settings
- d. Linens: _____ white rectangle _____ white round _____ cinnamon round
- e. Kitchen Storage Area _____
- f. Covered Patio Area (325 sq. ft.) _____
- g. East Patio Area (1000 sq. ft.) _____
- h. Piano (fee applies) _____
- i. AV Equipment _____
- j. Tables: Rounds _____ 6' Rectangles _____ 8' Rectangles _____ Outdoor _____
- k. Chairs: Indoor _____ Outdoor _____

2. DATE OF USE: _____

3. TIME OF USE: _____

4. RENTAL AMOUNT (see rate schedule below): _____ The rent shall be paid in full at least 14 days prior to the scheduled event.

5. REFUNDABLE DEPOSIT AMOUNT: _____ Lessee shall provide a credit card number and authorization to charge damages and cleaning fees to credit card. Deposits are only refundable upon proper cancellation (see Section 6).

6. CANCELATION: All rental fees and cleaning deposits are nonrefundable when paid, unless Lessee provides VMCC with at least 14 days 'prior written notice of cancellation.

7. INSURANCE: Lessee agrees to provide, at its own expense, a liability policy which names both VMCC and Lessee as insured against all liability for claims or damages to person(s) or property in or about the facilities during Lessee's use of facilities. The amount of said liability insurance shall not be less than \$1,000,000 per occurrence for bodily injury and property damage. At least 48 hours prior to the event, Lessee shall provide VMCC with an Additional Insured Certificate that names VMCC as an additional insured on the policy. The insurance policy must include Liquor Liability insurance if alcohol is to be served at the facilities. The insurance policy must cover

Lessee's obligations set for in Section 8 (Indemnity), below. If Lessee intends to use a caterer for event, Lessee must provide a copy of caterer's Lane County license and also a copy of their insurance declaration page. If Lessee fails to comply with the requirements of this section, VMCC may terminate this Agreement and retain all rents and deposits.

- 8. INDEMNITY:** Lessee shall indemnify, defend and hold VMCC harmless from and against all claims, actions, suits, damages, judgements, losses, costs, charges, and expenses of any nature whatsoever (including, without limitation, attorney's fees, costs, and disbursements whether an action is brought on appeal, related to bankruptcy, or otherwise) suffered or incurred by VMCC, Lessee or any third party, including but not limited to claims related to the acts (or failure to act) of Lessee or Lessee's members, guests, invitees, licensees, or in any way related to the use of VMCC's facilities.

9. FACILITY USE, MAINTNENANCE & REPAIR:

a. Lessee's Responsibilities:

- Maintain facilities in a clean and safe manner during and following use.
- Will not move equipment and supplies in such a way as to cause damage to facility floors, walls, interior/exterior lighting, and appliances.
- Will immediately notify VMCC of any needed repairs during time of rental.
- Abide by all local, state, and federal laws and regulations, including but not limited to smoking indoors, as well as all applicable OLCC and liquor and food service laws, rules, and regulations.
- Will not use open flame candles on facility property.
- Will provide VMCC with a copy of Liability Policy noted above (#7.)
- If applicable, will provide VMCC with a copy of Caterer's license and proof of insurance noted above (#7.)
- Will discontinue use of all amplified music by 10:00p.m.
- Will not use glitter, confetti, or similar items on VMCC grounds.

b. Lessor's Responsibilities:

- Provide Lessee with a clean and safe facility.
- Provide adequate custodial supplies, light bulbs, and fire extinguishers for the entire building.
- Will return all or part of Lessee's refundable deposit, based upon condition of facility at end of rental period or date of cancelation (see #6.)

- 10. PARKING LOT:** Lessee and its guests may use the parking lot during time of use of the facility and assume full responsibility for safety on the driveway and parking lot during time of use.

- 11. EMERGENCY REPAIRS:** Should extraordinary, unexpected damage occur to the facility (e.g., floods, septic or water-line breaks, power failure), VMCC shall take all possible steps to promptly remedy the issue and will pay for such repair costs.

- 12. GRIEVANCE:** Any dispute arising from this rental shall be presented to VMCC Board in writing. Once addressed by the Board, a written response will be issued. If the dispute is not resolved, the parties shall submit to binding arbitration through the American Arbitration Association, subject to the rules and laws of the State of Oregon.

13. NONPROFIT USE AND SAVINGS BELOW MARKET RENT: Non-profit organizations shall use VMCC facilities for non-profit activity only and the rent payable under this agreement may reflect savings below market rental rates.

14. MEMORIAL SERVICES: No rent shall be charged when facility is used for Celebration of Life or other form of memorial service, but a donation to VMCC is encouraged.

LESSOR: Vida McKenzie Community Center

By: _____

Date: _____

Title: _____

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LESSEE: _____

By: _____

Date: _____

Phone: _____ Address: _____

2025 RATE SCHEDULE:

<u>Rate</u>	<u>*Member</u>	<u>Non-Member</u>	<u>Non-Profit/Community Class</u>
Hourly (up to 3 hrs.)	\$75/hr.	\$100/hr.	\$50/hr.
Full Day (more than 3 hrs.)	\$300/day	\$500/day	\$250/day
1 Day Special Event/Wedding	\$1,500/day	\$2,500/day	\$1,500/day
2 Day Special Event/Wedding	\$2,250/event	\$3,750/event	\$2,250/event
Great Room Cleaning Deposit**	\$150/event	\$150/event	\$150/event
Kitchen Cleaning Deposit**	\$150/event	\$150/event	\$150/event
Piano Tuning Fee***	\$50/event	\$50/event	\$50/event
Linen Cleaning Fee****	\$35/event	\$35/event	\$35/event

*Membership in place at time of rental.

**Refundable after post-event inspection of site.

***Required if piano is used.

****Required if linens used.

