Vida McKenzie Community Center
90377 Thomson Lane, Vida, OR 97488 | Contact: Nancy Ashley, 541-554-2354
Non-profit 501(c)(3) | ID# 93-1297648

RENTAL AGREEMENT FOR VIDA McKENZIE COMMUNITY CENTER 2027

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.

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 required.

TERMS OF USE

1. **FACILITIES TO BE USED** (Check all that apply)
   a. Great Room (1078 sq. ft.; 154-person standing capacity) _____
   b. Commercial Kitchen _____ (Non-refundable cleaning fee required)
   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-colored round
   e. Kitchen Storage: Non-Refrigerated _____ Refrigerated _____
   f. Covered Patio Area (325 sq. ft.) _____
   g. East Patio Area (1000 sq. ft.) _____
   h. AV Equipment _____
   i. Piano (tuning fee applies) ____
   j. Tables: 5' Rounds_____ 6' Rectangles_____ 8' Rectangles_____ Outdoor_____
   k. Chairs: Indoor_____ Outdoor_____
2. **KITCHEN USE:** Lessee: _____ Caterer: _____ Food Truck: _____ Alcohol Provider _____. Use of the kitchen requires insurance (see #8). Caterers, food truck companies and hired alcohol providers must be licensed and insured (see #8).
3. **DATE OF USE:** _____
4. **TIME OF USE:** _____
5. **RENTAL AMOUNT:** _____. Rent shall be paid in full 30 day prior to event. Usage beyond the scheduled time must be approved by VMCC to confirm availability.
6. **DEPOSIT/FEE AMOUNTS:** Refundable: _____ Non-refundable: _____. Lessee shall provide a credit card number and authorization to charge damages and cleaning fees to credit card. Deposits are only refundable upon proper final walk through with VMCC.
7. **CANCELLATION:** Lessee must provide VMCC with written notice of cancellation at least 10 days prior to event for full refund of Rental and Deposit/Fee Amounts. Notice of cancellation between 3-9 days prior, only Rental Amount is refunded. No refunds available for cancellations within 72 hours of date of use.

8. **INSURANCE:** Lessee agrees to provide, at its own expense, an insurance 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 72 hours prior to the event, Lessee shall provide VMCC with the Additional Insured Certificate that names VMCC as an additional insured on the policy.
    a. If Lessee is using a caterer or food truck, they must be licensed and insured. At least 72 hours prior to the event, Lessee shall provide VMCC with copies of the caterer's or food truck's license and insurance.
    b. If alcohol is to be served at the facilities, the insurance policy must include Liquor Liability Insurance. If an alcohol service is to be used, they must be licensed and insured. At least 72 hours prior to the event, Lessee shall provide VMCC with copies of the alcohol service's license and insurance.
    c. If Lessee is processing food for resale, it is the Lessee's obligation to provide a copy of Lane County or State of Oregon Agricultural license or Lane County Environmental Health Department, along with a copy of their insurance declaration page. Lessee must contact Lane County Environmental Health or the Department of Agriculture to provide their licenses for the Facility. This is at Lessees' expense. VMCC will not provide funds to modify the facility for agency compliance. VMCC will not provide anything in any way to comply with any special needs of the Lessee. If Lessee fails to comply with the requirements of this section, VMCC may terminate this Agreement and retain all rents and deposits.
9. **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.
10. **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 Insurance Policy as noted above (see #8).
        - If applicable, will provide VMCC a copy of Food and Alcohol Provider's license and proof of insurance as noted above (see #8).
        - Will discontinue use of all amplified music by 10:00 p.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 to clean the facility, working 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 cancellation as outlined above (see #7.)

11. **PARKING LOT:** Lessee and any staff or guests take full responsibility for safety on the driveway and parking lot during time of use. VMCC is not responsible for loss of any personal items in cars while in the parking lot. Any food trucks, carts, etc are the full responsibility of the Lessee and providers.
12. **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. VMCC will not be held responsible for any of the loss, monetary or physical, to the Lessees' property due to any of these issues.
13. **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.

LESSOR: Vida McKenzie Community Center

By: _____ Date: _____

Title: _____

LESSEE: _____

By: _____ Date: _____

Phone: _____ Address: _____