

# Cedar Mountain Community Center Rental Agreement

The following is a binding agreement between Cedar Mountain Community Center, 10635 Greenville Highway, Cedar Mountain, NC 28718 and the Contracting Renter, \_\_\_\_\_ for use of the facilities for meetings, receptions, classes, seminars, workshops or special events as outlined below.

<b>Renter</b>	
<b>Address</b>	
<b>Phone(s)</b>	
<b>Email</b>	

<b>Event Description:</b>	
<b>Event Dates:</b>	
<b>Event Times:</b>	
<b>Room Fee:</b>	

**RESERVATIONS** - Cedar Mountain Community Center (hereafter referred to as CMCC) is not considered reserved until (1) Renter delivers to CMCC the Rental Application and rental fee in full; and (2) receives an approved and signed copy of the Rental Application. Your event date will be held for 10 days from the date of confirmation. In order to hold your event past 10 days, CMCC must receive an amount equal to 50% of your event cost.

Renter shall provide a single contact who shall serve as the representative for Renter’s activities. The room shall be used only for the purpose stated in the Rental Application and no other use will be permitted. Under no circumstances shall the Renter sublease or allow any other organization or individual not stated on the Rental Agreement use of the space.

**PAYMENT** – Payment of 50% of the rental fee (or event) is due within 10 days of booking the event. Final Payment is due in-full 90 days before the scheduled event day. Bookings made 90 days or less before the scheduled event must be paid in full within 10 days of booking.

**PAYMENT METHODS** – Payment may be made via Paypal through the Cedar Mountain Community Center website ([www.cedarmountaincommunitycenter.com](http://www.cedarmountaincommunitycenter.com)). Alternatively, checks may be mailed to CMCC at PO Box 152, Cedar Mountain, NC 28718.

**CANCELLATION OF EVENT** – Cancellations are allowed under the following rules.  
 365+ days before an event: return of rental fee minus a \$50 administration fee  
 181 – 364 days before an event: return of rental fee minus a \$100 administration fee  
 91 – 180 days: forfeiture of 50% of rental fee  
 0 – 90 days: forfeiture of 100% of rental fee

**RESCHEDULING** - Events may be rescheduled up to 30 days prior to scheduled event, for an available day, with no forfeiture of rental fees paid. Rescheduled events must be paid-in-full at time of rescheduling. Cancellation of rescheduled events will require 100% forfeiture of rental fee, regardless of advance notice given.

**SET-UP/CLEAN UP** - Unless otherwise agreed in writing, Renter is responsible for set-up prior to event, restoration to original state at end of event and clean-up after event. Renter agrees to keep the premises in good condition and return it to the way it was acquired. CMCC is not responsible for any items left, lost or stolen. Please place trash in sealed bags in the wooden trash receptacle at the end of the parking lot by the Red building.

**ADDITIONAL SERVICES** - For an additional charge, clean-up services may be available with advanced arrangements. Cleaning fees are based on type of event. Discuss clean-up options with Center representative.

# Cedar Mountain Community Center Rental Agreement

## Cedar Mountain Community Center Rental Agreement, Continued

**DECORATIONS** - (i.e. banners, posters, etc.) - The hanging of decorations and their removal is the sole responsibility of the Renter. **Nails, tacks, staples, tape, similar fasteners and any other type of hanger which makes a mark/hole or damages CMCC property in any way are not permitted.** *Command Wall Hangers are permitted.* All decorations must be affixed and removed without causing damage to the walls, windows, doors (interior or exterior), or any other CMCC property. Only one piece of furniture is in the great room and may be rearranged with prior permission from CMCC and with the understanding that the Renter is responsible for resetting moved furniture. Pictures and other items hanging on walls or in bookcases may not be moved. Calico cat statues on the fireplace mantel are awards sculptures for CMCC's involvement in WNC Communities. If Renter wishes for the statues to be moved for their event, Renter must notify CMCC at least 72 hours prior to event for CMCC representative to move them. Under no circumstances shall Renter move the Calico Cats,

**PARKING** – Parking for is available in the paved lot in front of CMCC.

**DAMAGES** – Renter is responsible for any and all damages incurred during the contracted event. The cost of repairing and/or replacing physical damages to any part of the rented room or to CMCC property is the responsibility of the Renter and will be billed back to Renter at the actual cost of repairs. Payment of additional fees is due within 30 days of receipt of bill. The Renter is solely responsible for supervision of all individuals at CMCC property during the event.

**CAPACITY REGULATIONS** - Renter shall not admit a larger number of individuals than can lawfully, safely, and freely move about the rented room at CMCC. Renter shall comply with all local, state and federal laws and regulations related to the use of CMCC and observe all capacity restrictions. CMCC has an inside capacity of 100 seated and 150 standing.

**EMERGENCIES** – In case of an emergency, contact 911. If the matter is urgent and related to the facilities, please contact Clint Owings at 828-883-9707.

**LIABILITY** - CMCC, or its employees, shall not be liable to the Renter or to any of Renter's guests/attendees or other persons for any damage to property or injury or death of any person arising from the Renter's use, occupancy, management, or control of the premises. Renter shall indemnify, defend, and hold harmless CMCC, it's officers and members, property managers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Renter's practice and use of occupancy at CMCC. Contracting Renter is responsible for any and all losses, costs, expenses, claims, liabilities, actions and damages resulting from the Renter and/or the Renters guests. Renter agrees not to bring suit against and shall indemnify and hold harmless CMCC and its owners and employees, from any and all liabilities, claims, damages, expenses, fees, fines and penalties, including attorney's fees, arising from any such cause.

Violation of any part of this agreement by the Renter results in forfeiture of the deposit.

**Payment of \$ \_\_\_\_\_ is required by \_\_\_\_\_ to hold your date**

<b>TOTAL RENTAL CHARGES:</b>	
<b>AMOUNT PAID:</b>	
<b>BALANCE DUE:</b>	

**TERMS AND CONDITIONS:** I have read and understood the specifics outlined in the Rental Agreement and hereby confirm my acceptance. Further, I also acknowledge that my booking deposit, or portions of, may be non-refundable in the event of a cancellation. I also acknowledge I am liable for any and all damages incurred by myself or my guests during the event. **The balance for the event is required 90 days prior to each event.**

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Signature (Contracting Renter) \_\_\_\_\_ Date \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

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CMCC Representative \_\_\_\_\_ Date \_\_\_\_\_