

# 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 (CMCC) is not considered reserved until (1) Renter delivers to CMCC the Rental Application and rental fee; and (2) receives an approved and signed copy of the Rental Application. . In order to hold your event, CMCC must receive an amount equal to 50% of your event cost, or if the event is scheduled in less than 90 days, the full rental amount plus the cleaning and damage deposit.

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 is due at the time 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 online 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.

# 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), ceiling acoustical tile, 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 all damages incurred during the contracted event. The cost of repairing and/or replacing physical damages to any part of the rented room, kitchen, 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.

At the time of booking, we charge an additional \$300 cleaning and damage deposit. At the conclusion of the rental, a member of the CMCC board will inspect the premises and determine whether the space has been left in good condition with no damage. If so, then the full deposit will be returned to the renter. If the board member determines that there is damage or the space hasn't been cleaned, then the cost of remediation will be withheld from the damage and cleaning deposit. In the event the damage exceeds \$300, the renter is responsible for any additional cost of repair.

**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, officers, members, and agents 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, officers, members, agents, 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.**

# Cedar Mountain Community Center Rental Agreement

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

Date

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

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CMCC Representative

Date