## A. <u>Terms and Conditions of Rental</u>

- 1. No Smoking is permitted anywhere in the Community Center building, "The Barn".
- 2. A deposit of one-half (1/2) of the rental fee is required to hold a rental date.
- 3. A separate check of \$500.00/\$1,000.00 is required at time of booking for the damage deposit.
- 4. The remaining one-half (1/2) of the rental fee is due at least seven (7) days prior to the scheduled rental date.
- 5. **No refunds will be given.** The renter may reschedule one time, within 60 days, based on availability.
- 6. Every renter is required to clean the Community Center, **"The Barn"**, after use. Time for set up and clean up must be included in the total rental time. Attached on page 3 of this contract is a check list to follow for clean-up.
- 7. A check of "The Barn" condition shall be done prior to and after the rental by a representative of the WIA. During regular business hours the check will be done by WIA staff. After hours a preliminary check will be done by WPS and the final inspection will be done by WIA staff the next day, but prior to the next scheduled rental. To access "The Barn" after regular business hours, please call a WPS officer at (719) 499-9771.
- 8. The renter is responsible for any damages to WIA facilities and will be charged for any damages or cleaning that was not performed.
- 9. **Furniture may be moved, but must be returned to original location**. The fireplace is not operable and is not to be used under any circumstances. Rental and cleanup must be completed by midnight.
- 10. WIA reserves the right to terminate any rental agreement with notice, a Termination for Convenience. In the event of a Termination for Convenience, all deposits will be refunded to the renter, but the renter waives any other remedy.
- 11. Rental is for a specified time. <u>Absolutely no early access, no storage for event material or personal</u> <u>items prior to event or beyond scheduled rental time. Party planners must be notified of this. NO</u> <u>deliveries will be accepted by WIA.</u>

## B. <u>Renter Responsibilities</u>

- 1. As a renter of the Woodmoor Community Center, **"The Barn"**, I accept financial responsibility for the loss/damages of any WIA property. I understand that my responsibilities include, but are not limited to:
  - a. Advising all guests that smoking is not permitted in the facility.
  - b. Turning off all lights and return the signed check list before leaving.
  - c. Removing all decorations indoors and outdoors, including tape or string. No staples or nails are permitted.
  - d. Chairs must be neatly stacked in the closet. Tables must be neatly stacked in the table caddy upstairs, as well as under the stairs.
  - e. Removing all trash to the outside dumpster. Replace trash bags. Do not drag trash bags.
  - f. Sweeping and mopping floors as needed. Vacuum floor mats.
  - g. Only Battery operated Candles may be used.
  - h. Removing all of your own food from the refrigerator.
  - i. No rice, bird seed, confetti or glitter of any type may be used in or outside of the building.
  - j. Absolutely no sparklers are permitted.
  - k. All trash or debris must be removed from the deck and below the deck.
- Selling of alcohol is <u>strictly prohibited by law.</u> All beer kegs must be kept outside of the building, and not in the building. A Certificate of Liability Insurance naming WIA as additional insured party is required if alcohol will be served.
- 3. I understand that failure to follow the above guidelines may result in the termination of this agreement and forfeiture of my security deposit. I understand that the Woodmoor Improvement Association (WIA), its Board of Directors and its employees are not liable for any damages due to the serving of alcohol on the Community Center, "The Barn" premises. I accept the premises "as is" and I hereby release the WIA from any and all liability for the condition of the premises. I agree to indemnify the WIA for any claims arising out of the conduct of the guests attending this function.
- 4. I agree to pay for any damages arising from this event, including: minimum \$25 fee for failure to empty all trash, \$100 fee for failure to clean, and \$50 fee for failure to put the tables and/or chairs away.