



FACILITY USE AGREEMENT

Updated 8 /2022

The parties to this facility use agreement are Mohawk Community Resource Center (hereinafter referred to as MCRC), and _____, (hereinafter referred to as renter). The purpose of this agreement is to set forth the terms and conditions for the use of the MCRC facilities located at 8989 Highway 89, Suite 4, Blairsden-Graeagle, California, 96103.

RENTER INFORMATION

Contact Name: _____

Group or Organization (if applicable): _____

Telephone: _____ Email: _____

Address: _____

Description of Event: _____

EVENT DETAILS

Date of Event: _____
(maximum allowed 49)

Estimated Attendance _____

Time event begins: _____
(including set-up)

Time event ends: _____
(including clean-up)

Reservations

1. Renters should make reservations as far in advance as possible. MCRC is rented on a first come, first served basis.
2. MCRC makes every attempt to ensure that the facility is available for the Renter's intended date; however, there are circumstances which may require MCRC to cancel the Renter's event. If such cancellation causes any loss to the Renter, the parties agree that MCRC cannot be held liable for such losses.
3. The facility shall be used for the purpose stated in this agreement and no other use will be permitted without prior approval of the Coordinator of the facility.
4. Under no circumstances shall the Renter sublease or allow any other organization or individual to use the facility for the period for which the Renter has contracted.
5. Any problems or complaints must be addressed to the Coordinator of the facility. The Coordinator will address problems or complaints as needed and if necessary, bring them to the Board for discussion.

Use of Facilities

1. The renter shall have the use of the facilities upon receipt by MCRC of a duly executed Facility Use Agreement at the agreed time.
2. Keys to the restrooms are hanging to the right of the door, near the fire extinguisher, AED unit and First Aid kit. All who have access to the facility must use the outside restrooms, unless they are handicapped or a part of the wedding party.
3. The following furniture and equipment are available with the rental of the building: 6 rectangular folding tables, 49 chairs, a stove/oven, refrigerator & dishwasher, as well as a projector screen, computer and printer. Maximum Capacity: 49.
4. Anyone wishing to use the facility must schedule the use through the Coordinator of the facility.

MOHAWK COMMUNITY RESOURCE CENTER is a 501©3,non-profit corporation.

8989 Highway 89, Suite 4, Blairsden-Graeagle, CA 96103 *SEND ALL MAIL TO: PO Box 243
530-293-7172 ph 530-322-9980 fax mcrc96103@gmail.com

Fees

1. **The fee for use of MCRC is \$25.00 per hour** with the following exceptions: workshops, classes, events provided at no cost to the public that do not promote the sale of product/services. These are free of charge. On-going, weekly classes that promote the sale of a product or service will be required to pay 20% of the total monthly class fees. Fees are due and payable on the 1st of the following month. **Use of the kitchen OR groups with 15 or more attendees requires a \$100 refundable cleaning deposit. The deposit and the total rental fee must be presented no less than 1 month prior to the rental date.** The deposit will be returned to the user within 60 days after user's event; after the MCRC Coordinator has done an inspection of the facilities and has confirmed the acceptable condition of the facility and that all inventory is in place.
2. **Special Events Rate** (wedding, adjunct to the barn, etc.) is \$500 for Friday @ 6:00 p.m. to Sunday at 12:00 p.m.; plus, \$175 non-refundable cleaning fee and \$500 refundable deposit. A refundable deposit of \$500.00 will be required for special events. The deposit and the total rental fee must be presented no less than 1 month prior to the rental date. The deposit will be returned to the user within 60 days after user's event; after the MCRC Coordinator has done an inspection of the facilities and has confirmed the acceptable condition of the facility and that all inventory is in place.
3. **Special Daily Rate** is \$200 with a refundable deposit of \$75. The hours are 6am – midnight. The deposit and the total rental fee must be presented no less than 1 month prior to the rental date. The deposit will be returned to the user within 60 days after user's event; after the MCRC Coordinator has done an inspection of the facilities and has confirmed the acceptable condition of the facility and that all inventory is in place.

Total Hours of Use: _____ Total Cost: _____ Paid: _____

4. MCRC requires 48 hours notice of intent to cancel a scheduled event or meeting. Failure to provide proper notice will result in normal charges being assessed for the time reserved. Should the 48 hour notice be met, the deposit and rental cost will be returned within thirty (30) working days.
5. Renter is responsible for any damage to the facility. No smoking is allowed in the building. The burden is on the Renter to point out damage alleged to have existed prior to the beginning of an event as any damage noted after will be presumed to have taken place during the event.
6. The renter will be held liable for any and all damages and/or excessive cleaning services resulting from their rental. MCRC will charge the renter reimbursement costs for damaged furniture, equipment or damages to the facility or its contents. The decisions on repair and/or replacement will be determined by MCRC. The renter is obligated to report any damage. Any charges will be billed and become payable immediately upon receipt of the invoice.
7. Renters may be required to provide a Certificate of General Liability reflecting MCRC as additional insured. The requirement for this Certificate of General Liability will be determined by the Mohawk Community Resource Center Coordinator. **All weekend, wedding renters are required to provide a Certificate of General Liability.**
8. **Any renters that offer liquor at their workshop, class, event, etc. will be required to provide a Certificate of General Liability which includes liquor liability.**

Indemnification and Insurance

1. Renter shall indemnify, defend, and hold harmless, MCRC and the County of Plumas, its officers, employees, advisory board members, volunteers 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 use or occupancy of MCRC.
2. Renters who are required to provide and maintain general liability insurance as described above, shall insure against any and all losses, 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 the Renter's use of the premises and for the event including MCRC as additional insured. Renters providing liquor will be required to provide liquor liability as well.
3. Renter waives any right of recovery against MCRC and the County of Plumas, its officers, employees, advisory board members, volunteers and agents for fires, floods, earthquakes, civil disturbances, regulation of any public authority, and other causes beyond their control.

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Set-up, Clean-up & Decorations

1. Renter shall not prepare or decorate the facility prior to the event start time unless Renter has paid all associated fees according to the aforementioned timeline.
2. Renter shall not use nails, hooks, tacks, screws, poles, stakes or other forms of fasteners into any part of the facility and shall not make or allow to be made any alterations of any kind.
3. Poster putty or so called removable sticky tape or non-marring fasteners may be utilized for decorations.
4. Failure to leave the facility clean and in order will result in further fees charged, as described within this document.

Equipment & Accessories

1. Renter shall not remove, relocate, take any of the chairs, tables, dishes, coffee pot, computers, monitors, printers etc. outside of the facility for any reason. Renter shall not download any information onto MCRC computers per the posted policy.
2. MCRC does not provide audio/visual systems, public address systems, projectors, laptops, etc.

Miscellaneous

1. Renter shall comply with all local, state, and federal laws and regulations related to the use of the facility.
2. Renter shall not admit a larger number of individuals than can lawfully, safely, and freely move about the facility. The maximum number of individuals allowed is 49 people.
3. Gambling of any kind is not permitted in the facility.
4. Smoking is not permitted in the facility.
5. No animals are permitted at the facility, with the exception of service dogs.
6. If any provision of this agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
7. **Payments must be made by check. If you are including a cleaning deposit, please make out a separate check for that amount, as most likely, it will be returned to you. They need to be written out to: "MCRC or Mohawk Community Resource Center." Credit cards are not accepted.**
8. Amendments to this agreement can be made only in writing signed by both of the parties hereto.

I am the responsible party for the use of MCRC or acting with authority to bind the organization submitting this agreement. The information provided in this agreement is true and correct. I have read and understand this agreement and agree to all of the aforementioned rules, regulations, and conditions of use.

Signature for Renter:

Signature

Date

Print Name

Signature for Mohawk Community Resource Center:

Signature

Date

Print Name

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