

Mountain Vista Communities

Community Center Rental Agreement



SECTION 1 – USE OF FACILITIES

The Mountain Vista Communities (MVC) Community Center is provided for the use of MVC residents and their families. The Lessee is responsible for compliance with all Army regulations while using this Facility. If any event violates any Army regulations, Mountain Vista Communities is not liable and this Rental Agreement is null and void. The Lessee reserving the Multi-Purpose Room must be in attendance of the reserved function for its entirety. If the Lessee is not present at the event, they are found in violation of this Rental Agreement, the event will be shut down immediately, and future rentals will not be allowed. An exception to any Rental Agreement term may be requested by completing and submitting an Exception to Policy (ETP) form. Mountain Vista Communities reserves the right to deny the use of this facility to anyone for any reason. Reservations are not available for the patio areas, youth room, cyber center, tot room or fitness room. Lessee may not allow anyone outside of their party entry to the building.

The Multi-Purpose Room may be rented between the hours of 8am and 10pm, Sunday through Thursday or between 8am and 11pm, Fridays and Saturdays. Overnight use is strictly prohibited. The Multi-Purpose Room key is available for pick-up during business hours only. Keys must be returned by 7:30am the first business day following the event. If this is a holiday or weekend rental, Lessee understands that Facility must be vacated and cleaned by the specified time so that Multi-Purpose Room may be released to another Lessee for use.

LESSEE INITIALS

SECTION 2 – RESERVATIONS

The Multi-Purpose Room rental is open only to residents over 18 years of age who are listed on the Lease Agreement. Reservation requests may be made no more than 60 days in advance. Reservation is considered tentative until all paperwork has been completed and the deposit check, as detailed under Section 3 below, has been received by Mountain Vista Communities. Tentative reservations will be held for two (2) business days. After two (2) business days, the tentative reservation will be cancelled. No more than two reservations may be booked at any given time by one resident or family. Only one reservation per household may be made in a 30 day time period.

LESSEE INITIALS

SECTION 3 – PRICING, DEPOSIT AND FEES

The Multi-Purpose Room is free for use. However, a \$250.00 refundable deposit is required for all reservations. Deposit checks are to be made payable to "Mountain Vista Communities" and will be held until the event is over and an inspection of the entire MVC Community Center is completed by a member of the property management team. As long as no damage is noted and/or cleaning required has been completed, the deposit check will be returned to the resident.

Fees due to damages and/or cleaning requirements identified during inspection will be deducted from the deposit. If the fees exceed \$250.00, the difference will be placed on the resident's rent ledger for payment. Failure to pay charges will result in revocation of resident's privilege to utilize the community center until all outstanding charges are paid in full.

LESSEE INITIALS

SECTION 4 – FOOD, BEVERAGES AND SMOKING

Alcohol consumption by any underage individual is strictly prohibited anywhere on the property. Any event where alcohols will be served requires advance approval from command and Mountain Vista Communities. Smoking is not permitted anywhere on the property at any time. The Lessee making this reservation and signing this Agreement assumes full responsibility for all actions and activities of all individuals present at the MVC Community Center during the event.

LESSEE INITIALS

SECTION 5 – USE OF FACILITY FOR PROFIT, FUNDRAISING, GAMES OF CHANCE AND/OR GAMBLING

Illegal gambling is prohibited. Non-profit and approved installation organizations holding events involving raffles, some games of chance and sporting events are permitted to host these events in the Multi-Purpose Room, provided that all activities are legal and in accordance with all applicable Federal and State laws and regulations. No 'for-profit' activities are allowed to be held at the community center.

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Any reservations that include (but not limited to) exercise classes or teaching require submission of proper documentation and certifications. An ETP (Exception to Policy) form must be completed and submitted along with a copy of instructor's insurance documentation for approval before Agreement reservation request will be confirmed. No monies may be collected for conducting classes. Jumping castles/bounce houses and BBQs are prohibited. Dunk tanks, water balloons or other water activities are not permitted.

LESSEE INITIALS

SECTION 6 – FURNITURE, DÉCOR, AND FLAMMABLES

The MVC Community Center furniture and décor is solely for use and display in the room where located and is not be moved to any other room unless authorized in advance through submission of an ETP form by Lessee. If movement of furniture and/or décor is approved, furniture and/or décor must be placed back in original room and location before conclusion of event reservation. Flammables must be contained and kept a minimum of ten (10) feet away from the MVC Community Center. All candle flames must be contained in a fire-proof holder or container. No tacks, pushpins, staples, glue or nails may be used on any walls in any room, and all tape used to hang banners, etc. must be removed before conclusion of event reservation.

LESSEE INITIALS

SECTION 7 – LIABILITY AND DAMAGE

Mountain Vista Communities reserves the right to inspect and control all facility functions. Mountain Vista Communities shall not be liable for any damage to or loss of equipment, merchandise, or articles left in the facility before, during, or following a function. The signing Lessee is responsible for any loss or damage to the facility, to include (but not limited to) the building, equipment or fixtures. Damages will be billed to the Lessee at replacement cost plus labor.

LESSEE INITIALS

SECTION 8 – CANCELLATIONS AND REFUNDS

Cancellations for confirmed reservations are not effective until received in writing from resident. Facsimile and e-mail cancellations are acceptable. Resident will not be held responsible for fees or deposits if reservation is cancelled. If cancellation is not given and lessee fails to notify Mountain Vista Communities, lessee may not reserve the Multi-Purpose Room for a period of 6 months.

LESSEE INITIALS

SECTION 9 – EXCEPTION TO POLICY (ETP)

When an ETP is required as part of securing reservation, the ETP must be submitted by Lessee no later than three (3) business days before the requested reservation date and include all documentation required to support ETP request.

LESSEE INITIALS

SECTION 10- SECURITY CAMERAS

The MVC community center is monitored by video surveillance 24 hours a day. Any activity that is considered unsafe, inappropriate, damaging or mischievous may result in privileges being revoked, compensatory measures, and police involvement.

LESSEE INITIALS

SECTION 11- ALARMS

The MVC community center is secured with an alarm system. All patrons must exit the facility prior to closing time. Exiting the building after hours will trigger an alarm. All exterior door may not be propped open for longer than 10 minutes, doing so will trigger the alarm. If an alarm is set off, lessee may be charged a \$50.00 fee per occurrence and may also be asked to leave. Continued occurrences may result in loss of community center privileges

LESSEE INITIALS

Mountain Vista Communities Community Center Rental Agreement



- FACILITY RESERVATION REQUEST -

Resident Name: _____

Street Address: _____

Organization Name: _____

Daytime Phone: _____

Alternate Phone: _____

Date Facility Needed: _____

Nature of Event: _____

Time Facility Needed: From _____ To _____

Event Time: Start _____ End _____

Expected Number of Guests: _____

Will you be using the audio and/or video equipment? Yes No

A. Will alcohol be served at this event? Yes No
If yes, has advanced approval been received? Yes No

B. Will this event generate any profit for you or an organization?
 Yes No If yes, please explain (note that \$50 per hour charge will apply): _____

C. Will there be any gambling, games of chance, or raffles?
 Yes No If yes, please explain: _____

D. Are you a current resident of Mountain Vista Communities?
 Yes No

IMPORTANT: If YES is selected for Section A, B, or C, or NO is selected for Section D, said activities are strictly prohibited without prior approval. An ETP form must be submitted by Resident requesting approval to host activity at event at least three (3) business days before the event date.

- AGREEMENT -

The Lessee assumes full responsibility for the condition of the facility as described below and agrees to abide by the following:

- The Lessee assumes all responsibility for care of furnishings and for securing the facility when leaving and will be held liable for damages to the facility. While in possession of facility keys, the resident is responsible for all activities and actions of any individual present at the facility. The resident is responsible for returning the facility to its pre-event condition at the end of the reservation and before leaving the facility. A property management representative will perform a post event inspection of the facility and Lessee is responsible for all damage and/or cleaning charges identified during the inspection. No debris or garbage is to be left in any area surrounding the facility.
- The person other than a resident is executing this Agreement expressly represents that he/she is authorized on behalf of the said organization to execute this Agreement. Where the person making the reservation is an unincorporated association, partnership, social or private group, or other entity, this Agreement shall be binding on such legal entity.
- The Mountain Vista Communities management and owner are held harmless against all liability incurred as a result of use of the facility. Mountain Vista Communities reserves the right to make all judgments regarding excessive noise and/or disturbances emitting from the facility during the time of use.

By signing below, you acknowledge that you have read, understand and agree to abide by all terms and conditions outlined in this Agreement and that you assume full responsibility for the conduct of any person present at the event as well as the condition of the facility following the conclusion of the event. You further agree to hold owner and management harmless against all liability incurred as a result of your use of the Facility.

Resident/Authorized Organization Representative Signature

Date

Property Management Representative Signature

Date

When applicable: I am releasing my reservation request and canceling my reservation

Resident/Authorized Organization Representative Signature

Date
