



# COMMUNITY BUILDING RENTAL POLICY AGREEMENT & CONTRACT

9460 Main Street, Upper Lake, CA 95485

Renter's Name: \_\_\_\_\_ Date: \_\_\_\_\_

Renter's Organization Name: \_\_\_\_\_

CHECK BOX IF IT APPLIES:  Non-Profit 501© (3) - Tax ID#: \_\_\_\_\_

Renter's Contacts: \_\_\_\_\_  
(I.E. TELEPHONE #, EMAIL OR MAILING ADDRESS)

Rental Date(s) & Time(s): \_\_\_\_\_

Purpose of Rental: \_\_\_\_\_  
(I.E. GATHERING, B-DAY, WAKE, DANCE, WORKSHOP/TRAINING, MEETING, ETC.)

CHECK BOX IF IT APPLIES:  Alcohol will be served  Catering will be utilized

How many anticipated guests for the event: \_\_\_\_\_

- If a renter *cancels* their rental *without proper notice*, a \$25.00 non-refundable FEE will be deducted from the renter's deposit/rental fee. Meeting hall fee(s) will be determined according to the HPUL FEE SCHEDULE.
- **NO SMOKING.** (including e-cigarettes / vape pens). All smoking is prohibited inside and within 15 feet of the front doors. In addition, no smoking in the back-yard area.
- **NO ANIMALS/PETS.** No live animals/pets allowed in / on the premises (inside and/or backyard), except for certified service animals.
- **NO WEAPONS/FIREARMS.** No weapons or firearms allowed in or on the premises at anytime – no exceptions.
- **WI-FI Internet.** High speed Wi-Fi Internet is FREE and is password accessible to the renter and its occupants during the event/rental (obtain password from the HPUL Tribal Administrator).
  1. Maximum meeting hall CAPACITY is to be followed as posted within the facility.
  2. Events may not last beyond \_\_\_\_:\_\_\_\_ am/pm. The \_\_\_\_:\_\_\_\_ am/pm deadline includes clean up time although with prior approval clean up may be done the next morning by \_\_\_\_ am.
  3. The renter is obligated to take orderly and respectful care of the entire premises. All occupants must be properly supervised and the renter must control noise levels as there are neighboring businesses/residents.
  4. The meeting hall may be accessed for DECORATING purposes (with prior permission/authorization by the Tribal Administrator) the evening prior to the renter's event or day of event providing there is no other booking on that date or the day of the event. (i.e. Decorating restrictions: no penetrating items to any walls (i.e. no push pin, nails, screws or staples; adhesive tape(s) only & is the responsibility of the renter to completely remove after the event). Confetti/glitter, paint, crayon, markers, chalk, straw, rice, birdseed, silly string, hay or similar items are prohibited to be applied to the floors, walls and/or surfaces of the premises. Candles must be completely enclosed in a glass or

non-flammable holder. The Habematolel Pomo of Upper Lake *does not provide tablecloths, linens and/or decorations.*

5. The renter is responsible for the proper care and use of tables, chairs and other equipment within the meeting hall. The rental fee includes the use of tables and chairs in the facility.
6. The renter must seek approval from the Tribal Administrator / within this agreement for use of all other furnishings, equipment and/or kitchen prior to use.
7. Renter must remove anything brought in by self, guests or hired vendors.
8. Any garbage/recyclables that *exceeds* the capacity of the facility's garbage / recycle bins will be the renter's responsibility to remove from the premises and dispose of accordingly at the renter's expense.
9. The meeting hall must be VACATED within 30 minutes following the finish of the event and all decorations, garbage and other miscellaneous items must be removed at the end of the renter's event.
10. CLEAN-UP:
  - A. The renter is responsible for general clean-up of the meeting hall area/premises and returned to its original level of cleanliness. The following areas must be left clean:
    - MEETING AREA
    - CHAIRS & TABLE TOPS
    - CARPET
    - ALL FLOORS
    - BATHROOMS
    - FRONT ENTRANCE
    - BACKYARD AREA (IF APPLICABLE)
    - KITCHEN (IF APPLICABLE)
  - B. Clean up expenses can be withheld from the deposit. If clean up exceeds the deposit, the renter will be billed for the balance.
  - C. The renter has the option to request cleaning service fees to be included with their rental at the renter's expense (refer to HPUL Fee Schedule for associated costs and check one of the boxes below).

CHECK BOX THAT APPLIES:       YES, include cleaning service fees to my rental \_\_\_\_\_ **OR**  
RENTER'S INITIALS

NO, do not include cleaning fees to my rental cleaning \_\_\_\_\_  
RENTER'S INITIALS

**D.** The deposit will be refunded within 48-hours of the event provided there is no further / extra clean up required to the facility/premises.

11. **DAMAGE.** The renter shall leave the premises, equipment, furnishings, fixtures, electric and plumbing of the property in the same condition and repair as received: in clean, neat and orderly manner. If excessive damages occur during the renter's event, costs can be charged to the renter. Damage expenses can be withheld from the deposit.

**A.** The deposit will be refunded within 48-hours of the event provided there are no damages to the facility/premises. If damages exceed the deposit, the renter will be billed for the balance.

12. **KITCHEN ACCESS:**

**A.** An additional rental fee of \$50.00 (for members) or \$100.00 (for non-members) applies per day when the renter uses the kitchen amenities (i.e. stove, oven, microwave, dishwasher, sinks & refrigerator).

**B.** The renter is responsible for general clean-up of the kitchen area and returned to its original level of cleanliness. This includes all work areas, oven/stove top, refrigerator, sinks & floors.

- C. The food inventory (food, drinks, kitchenware, etc.) stored within kitchen is for the Habematolel Pomo of Upper Lake purposes only.
  - D. The renter is responsible for the proper care of all equipment, dishes and utensils within the kitchen area.
  - E. Additional costs may be added for missing or damaged articles.
13. SECURITY. The renter will be responsible for the control and supervision of the people/occupants in attendance during the use of the facility to ensure no harm is done to persons or property. If security appears to be required for the renter’s event, it will be determined by the Habematolel Pomo of Upper Lake-Tribal Administrator, which will be at the renter’s responsibility and expense. The Habematolel Pomo of Upper Lake designated staff may enter any the facility/premises at any time on any occasion.
14. THEFT / LOST ITEMS. The Habematolel Pomo of Upper Lake will not be responsible for lost, damaged or injured items left behind, before, during or after an event by renter/occupants.
15. FEES & DEPOSIT:
- A. The set deposit based on the HPUL Fee Schedule is due upon the Tribal Administrator’s approval of the renter’s reservation/booking of the facility (9460 Main St., Upper Lake, CA) and/or a signed contract/rental agreement.
  - B. Rental money, including any deposit can be made / accepted in advance but is due no later than 1-day prior to the use of the facility and payable to the Habematolel Pomo of Upper Lake tribal office. Keys to the facility will only be issued 1-day before the event and/or on the day of the event/rental if paid in full. If the Habematolel Pomo of Upper Lake does not receive the required fees and deposit by this period, the rental becomes null and void but still subject to terms and conditions.
  - C. If cancelling, the renter is required to give in writing (via email or text message, sent to the Tribal Administrator/HPUL office) at least 1-day prior to the event otherwise no refunds will be honored.
  - D. No refunds will be made by Habematolel Pomo of Upper Lake due to renter’s noncompliance with these terms and conditions within this agreement.
  - E. The determined balance of the DEPOSIT will be returned to the renter within 48-hours from returning the key to the HPUL office.
16. LIABILITY. In order to use the facility, the renter shall take out, at their expense, and keep in force during the event covered by this agreement, general liability insurance, naming Habematolel Pomo of Upper Lake-Community Building as additionally insured. A copy of insurance coverage must be submitted to Habematolel Pomo of Upper Lake at least \_\_\_\_\_ days prior to the event. \_\_\_\_\_ (<sup>RENTER’S INITIAL</sup>). Proof of liability insurance does not apply to HPUL tribal member rentals.
17. ADDITIONAL NOTES: \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

By signing below, the Renter acknowledges that he/she has read and agrees to all the above terms and conditions and acknowledges having received a copy thereof.

**RENTER**

**HABEMATOLEL POMO OF UPPER LAKE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_