

RAGEL FAMILY GREER COMMUNITY CENTER USE AGREEMENT

I. INTRODUCTION

Greer has an ideal center for your special event. The Ragel Family Greer Community Center (Center) can accommodate groups of up to approximately 180 persons (assembly capacity of 180 and seated/dining capacity of 80) for meetings, classes, seminars, wedding receptions, anniversary parties, birthday parties and other festive functions.

The main meeting room is approximately 1764 square feet. It has a limited kitchen space with a refrigerator, microwave, sink, and counter space with electric outlets. The electric outlets may be used for warming trays, crock pots, roaster ovens, etc. There is no stove or oven. Audio-visual equipment will be available for rent.

II. CENTER USE AND RESERVATION POLICIES

A. Administrative Responsibility

- The Center is owned by the Greer Community Facilities Association, a 501 (c) (3) tax-exempt organization. The Association approves the rental of the Center in accordance with this Center Use Agreement (Agreement) set forth.

B. Facility Availability

- The Center may be reserved subject to availability and will be scheduled through the Manager. The Center is available to rent for all dates, year round. Residents or Groups must fill out an "Application for Use" form and turn in their deposit checks to secure use of the Center.
- All "Applications for Use" shall be submitted to the Manager using the appropriate "Application for Use" form.
- Reservations shall be made on a first-come, first-served basis.
Application must be accompanied by the security deposit.
- Applicant must be 21 years of age or older.
- Arrangements and charges for security officers, custodians, commercial caterers, and chaperones are the responsibility of those using the Center. Applicant is responsible for making advance arrangements and paying for services. Verification of arrangements and payments are required prior to the event.

C. Center Rental Hours

- The Center hours of availability are from 8:00 AM to 10:00 PM. All exceptions will be subject to approval by the Manager.
- Applicant or designee must be present during all hours of the scheduled event, unless otherwise approved by the Manager.
- Participants must adhere to times agreed to on the application.
- Reservation hours must include set-up and clean-up time.
- Clean up of Center, by applicant, is required within one (1) hour after event.
- Delivery of supplies and/or equipment will not be accepted at the Center prior to times agreed to on the application.
- All individuals associated with the event must vacate the Center by the indicated ending time.
- To adjust hours for an event, the Manager should be contacted immediately. The Manager reserves the right to deny such changes.

D. Responsibilities of Applicants

- Applicant is responsible for conduct of all participants, supervision of minors (those under the age of twenty-one), damages and all fees due.
- Anyone using the Center or being on the premise of the Center and grounds shall be expected to exhibit proper behavior at all times. Failure to comply with the requirement may result in forfeiture of future use of the Center. Disorderly conduct or vandalism may result in immediate expulsion or arrest. and the deposit may be forfeited.
- Participants must agree to fully and promptly obey any and all lawful orders given by the Manager, Apache County Sheriff's department and/or Greer Fire department.
- If sheriff's assistance is required, the event may be closed immediately, and the deposit may be forfeited.

E. Security/Chaperones

- Event security may be required at any event, whether or not alcohol is served.
- The Manager, based upon number and ages of event participants, determines the number of security officers.
- The applicant will pay the cost of security.
- Any security company licensed by the State of Arizona is acceptable as are police officers or sheriff's deputies of any state, county or city government.
- Security officers must be at the event the entire time guests are present.
- Security officers must be in uniform and are responsible for patrolling both the inside and outside of the premises and must control all problems.
- The Manager or person on duty has the authority to require extra security if deemed necessary once the event has begun.
- If required to have security present at an event, applicant must provide proof of an agreement with a licensed security firm or governmental agency at least 30 days prior to the event.
- Adult chaperones are required for youth activities. A list of these chaperones must be submitted to the Manager at least ten (10) working days prior to the event. The list must provide addresses and phone numbers for all chaperones. If the required chaperones are not present at the beginning of the event, the event will be closed immediately and the deposit will be forfeited.
- Overnight security may be required for two-day events.
- Arrangements and charges for security officers, custodians, commercial caterers, and chaperones are the responsibility of those using the Center. Applicant is responsible for making advance arrangements and paying for services. Verification of arrangements and payments are required prior to the event.
- Young children shall be under the supervision of a responsible adult at all times.

F. Smoking

- Smoking is NOT allowed inside the Center building or within 20' of entrance or exit doors; per ARS 36-601.01. Failure to adhere to this LAW may result in forfeiture of event deposit.

G. Parking

- Approximate 28 parking spaces are available.
- Overnight parking of any trailer or motor vehicle(s) is prohibited unless approved in advance by the Manager.

H. Animals

- No animals are allowed on the grounds, except service animals.

I. Room Accessibility

- The meeting rooms will be locked when not scheduled for use. Applicants are responsible for turning off the lights, coffee maker(s), and any equipment.

J. Fire Codes/Room Capacities

- Applicant must comply with local fire safety regulation, states laws, and building regulations.
- The maximum number of guests is limited to one hundred eighty (180) guests.

K. Insurance

- Insurance is required to use the Center.
- An Insurance Certificate naming the Center as an additional insured must be submitted to the Manager 30 days prior to the event. This certificate is available from a home owner's, renter's policy or business policy.
- Insurance must cover all contractors, such as caterer, decorator and security.
- If alcohol is to be sold, proof of insurance must contain a provision for liquor liability and must be satisfactory to the Center Manager.
- The Manager has discretion to waive these requirements in the case of non-profit organization use and small events.

L. Alcoholic Beverages

- Any sale of alcohol is permitted by special permit only.
- The Apache County Sheriff's Department may check on events when alcohol is being served.
- If there is alcohol being served, **SERVICE OF ALCOHOL MUST END one (1) hour before the end of the event.** This does not include clean-up time.

- All groups selling alcoholic beverages must conform to all Arizona State Alcoholic Beverage rules and regulations and must obtain any and all permits required by the Arizona State Department of Alcoholic Beverage Control.
- Copies of all Arizona State Department of Alcoholic Beverage Control permits must be submitted to the Manager prior to the event.

M. Ongoing Center Use

- Requests for ongoing center use will be considered.
- Applications may be submitted up to one year before the starting date. If conflicting applications are received, a lottery will be held.
- If ongoing use is scheduled, the Greer Community Facilities Association will hold one (1) security deposit on account for applicants with regularly scheduled events. The deposit will be refunded at the end of each fiscal year. A new security deposit will be required along with a new completed application at the beginning of each fiscal year. Ongoing use shall not exceed one year.
- Ongoing use events will need to consider rescheduling if the use conflicts with an event lasting several days.

N. Annual Public Activities

- If a public organization has established an annual activity at the center, that organization has first priority to schedule that date for the following year.
- If the organization has not submitted an application for the following year within one (1) month after annual use, the date becomes open and available for reservation by the general public.

O. Failure to Comply

- Failure to comply with policies, terms and conditions may result in forfeiture of deposit monies and possible refusal to rent in the future.

P. Permit Revocation

- The Manger/Board reserves the right to revoke permission to use the Center at any time for any reason they deem necessary, including failure to observe any rules, regulations or Apache County Ordinances; fights, vandalism, or improper conduct; advertising an event before approval of the application; exceeding building capacity; giving incomplete or incorrect information regarding the nature of the event or number in attendance; or not being in possession of required permit and/or licenses. If the event is canceled for such reasons, no refund of fees and/or deposit will be given.
- The Center reserves the right to revoke permission to use the Center if needed for emergency purposes, in which case all fees and deposit monies will be returned prorata.

Q. Suspension and/or Change in Use Policy

- The Greer Community Facilities Association administers the use of the Center. It may suspend or change the rules contained herein and/or develop additional rules governing use.

III. TERMS AND CONDITIONS

A. Reservation Procedures

- Reservations must be mailed to:
 Ragel Family Greer Community Center
 Attention: Center Manager
 PO Box 45
 Greer AZ 85927

(Or be made in person at the Manager's home).

- Telephone reservations may be held for four (4) business days and are NOT valid until applications and payments are made.
- Reservations may be made up to one (1) year in advance.
- If reservations are made less than one (1) month in advance, all fees are due immediately and will be accepted in cash or by cashier's check.
- Full deposit is due at the time of application.
- Approval of application and reservation will be considered only upon return of completed application, deposit, fees and certificate of insurance.
- Application is not approved until signed by the Manager

B. Kitchen

- When renting the Center, applicant may use Center refrigerator, microwave and sink.
- The applicant or caterer must provide all other supplies.
- The Greer Community Facilities Association/ Manger is not responsible for loss or damage.

C. Decorations

- All decorations must be pre-approved by the Manager.
- All set-up and takedown of decorations are the responsibility of the applicant.
- Drafting tape is the only means of attaching decorations allowed. NO staples, tacks or nails allowed.
- Helium balloons must be anchored and removed after the event.
- Request for use of lit candles must be in writing and pre-approved by the Manager.
- Some decorations may require fireproofing.

D. Custodial

- Manager is not responsible for assisting in set-up, take-down, or clean-up.
- Applicant also hereby agrees that Center will in no way be held liable for any items left at the Center after the term of this Agreement.
- Applicant is responsible for ensuring order and protection of the Center and for keeping all people restricted to the rooms rented and the adjoining bathroom facilities.
- Applicants must leave all areas of the Center used in as clean a condition as they were found, including the kitchen. The room is in a "clean condition" when:
 1. Counters and tables are clean.
 2. All food and supplies, which have been brought in, are removed.
 3. Trash has been bagged, tied and removed.
 4. Kitchen, if used, shall be returned to its original condition.
 5. Chairs used are stacked and in an orderly form.
- Cleaning supplies, dishtowels, dish detergent, serving utensils, etc. must be provided by applicant.
- If extra cleaning is required, funds will be taken from the security deposit. If extra cleaning cost exceeds the security deposit, the applicant will be billed the balance with explanation of fee.
- The Manager or a volunteer approved by the Greer Community Facilities Association will be on duty or call during all events.
- *The Manger or volunteer on duty or call is authorized to close an event for failure to comply with this Agreement.*

E. Use of Equipment

- Use of equipment is subject to availability.
- Equipment available at no extra charge includes available tables and chairs.
- No equipment will be loaned or removed from the facility, unless approved by the Manager.
- For an additional charge, audio-visual equipment may be available for use.

F. Amplified Sound

- Use of amplified sound is subject to noise ordinance restrictions. (ARS 13-2904)
- Sound must be turned down at the request of the person on duty. Failure to comply may result in the closing of the event.

IV. SECURITY DEPOSIT

A. Security Deposit

- A security deposit of \$200, is required at time of application.
- A security deposit of \$300, is required if alcohol is being served and or sold.
- Please allow 6 weeks after your event for the return of your deposit.

V. GROUP CLASSIFICATION

A. Local Non-Profit Organizations

- Local non-profit organizations are organizations, which have both (1) an IRS 501 determination letter, and (2) a membership of which a majority are Greer property owners. Government agencies fall under this classification for the purpose of determining rates and fees.

B. Private, Resident

- Private events for which no admission is charged. Applicant must live in Greer and/or own property in Greer.

C. Private, Non-Resident

- Private events for which no admission is charged. Applicant does not live in Greer or own property in Greer.

D. Business, Resident

- Profit-oriented group. Business is located in Greer.

E. Business, Non-Resident

- Profit-oriented group. Business is located outside of Greer.

VI. FEES SCHEDULES

A. Rental Fees (See Table Below)

B. Cancellation Fee

	FULL DAY (8AM-10PM)	USE THIS SPACE TO CALCULATE FEE & SECURITY DEPOSIT
Local Non-Profit	DONATION	-----
Community Center Sponsored Event*	DONATION	-----
Private, Resident	\$100.00	
Business, Resident	\$200.00	
Private, Non-Resident	\$350.00	
Business, Non-Resident	\$600.00	

- If cancellation is necessary, the Manager must be notified immediately.
- If reservation is canceled less than thirty (30) days prior to the event, fifty (50) percent of the deposit may be returned.
- Deposit may not be returned for cancellations less than ten (10) days prior to the event.

C. Payment of Fees

- All rental fees are due at least thirty (30) days prior to the event. Failure to meet this deadline may result in cancellation of reservation and forfeiture of deposit.
- Any damage or loss to the center or equipment is the responsibility of the applicant.
- Applicant may be liable for any and all costs of restoring, replacement, damage, or loss.
- All checks or money orders must be made payable to the Greer Community Facilities Association.
- All returned checks will be charged a minimum fee of \$100.00.

D. Additional Charges

- Overtime will be charged for all time used beyond permitted hours. Overtime Fee is equal to one-fourth the daily rate per hour of over time .
- Security deposits are refundable unless: (1) Event extends beyond reserved hours (2) Facility, furnishings or equipment is damaged (3) Fights, vandalism or improper conduct occurs (4) Facility is not left clean (5) Police assistance is required.
- Fees resulting in one or more of the above will be taken from the security deposit. Applicant will be billed for any fees greater than the deposit.
- If applicant refuses or fails to pay billed balance, legal action may be taken. Applicant may not be allowed to further use the Center until full payment has been made.