



12420 US HWY 101 N, SMITH RIVER, CA 95567
707-487-3141

Xaa-wan'-k'wvt Gathering Space Rental Agreement

Organization (Lessee): _____

Date of Event: _____ Start Time: _____ End Time: _____

Name: _____ Email: _____

Mailing Address: _____

Phone Number: _____ Number Attending: _____

Type of Event: _____

Rental Fee	\$400.00 for weekend	
Kitchen Only	\$250.00/day x _____	\$ _____
Hall Only	\$250.00/day x _____	
Kitchen & Hall	\$350.00/day x _____	
	\$ 75.00 x _____ hours	
Tables/Chairs	\$ 1.00 per table X _____ \$ 1.00 per chair X _____	
<i>Rental Fee Waived Management Initial:</i>		
Security Deposit	\$ 250.00	\$ 250.00
Alcohol Deposit	\$ 500.00	\$ _____
		\$ _____
	Total Deposit:	\$ _____
Certificate of Insurance <i>Waived - Staff Initial:</i>		

TERMS AND CONDITIONS

1. **Rental Fees.** Rental fees are quoted per each day. **Rental fees and proof of liability and or event insurance are due at least two (2) weeks prior to the event. Deposits are due at the time of reservation.** Deposits will be conditionally refunded following the event, subsequent to an inspection of the Xaa-wan'-k'wvt Gathering Space ("Hall") and grounds. Upon departure, Lessee is responsible to return the Hall grounds and facilities to the condition in which they were received; otherwise, additional fees may be assessed. All garbage must be removed to the exterior dumpster.
2. **Weekend Rental.** Any rental occurring on a Saturday or Sunday is considered a 'Weekend Rental.' The Hall is reserved for both Saturday and Sunday for one Lessee, regardless of the day of the event.



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3. **Deposits.** Security Deposits are required for each event. Liquor and alcoholic beverages of every kind are strictly prohibited without having provided an Alcohol Deposit. Security Deposits and Alcohol Deposits will be returned within thirty (30) days from the last day of the event minus any charges for damages.
4. **Damages.** Xaa-wan'-k'wvt Village & Resort reserves the right to retain any or all of the Security Deposit or Alcohol Deposit for damages, including any necessary clean-up costs or other costs or expenses associated with the use of the Hall by Lessee. Any costs or charges for damages in excess of the deposits must be paid by Lessee upon receipt of an invoice from the Xaa-wan'-k'wvt Village & Resort. The deposits are not a waiver by Xaa-wan'-k'wvt Village & Resort of charges in excess of the deposits.
5. **Clean-up of Hall.** Lessee, whether an organization, group or individual, is responsible for restoring the Hall and grounds to the same condition as they were received. Xaa-wan'-k'wvt Village & Resort staff will, in its sole discretion, determine whether Lessee has complied with this requirement. Lessee is responsible for all clean-up activities. Lessee must supply cleaning materials, soap, and dishtowels. Trash must be gathered and placed in the exterior dumpster. Appliances and counter tops must be clean and clear of debris. The refrigerator must be empty. If the clean-up activities are insufficient, the Xaa-wan'-k'wvt staff will conduct the clean-up activities at a rate of \$25.00 per man hour.
6. **Insurance.** Lessee is required to provide Xaa-wan'-k'wvt Village & Resort with proof of comprehensive liability and or event insurance in the amount of one-million dollars (\$1,000,000), naming the Xaa-wan'-k'wvt Village & Resort as additionally insured, at least two (2) weeks prior to the event.
7. **Indemnity.** Lessee shall defend, indemnify, and hold harmless the Xaa-wan'-k'wvt Village & Resort, its employees, agents, elected officials and insurers, from any and all claims, judgments or awards for any and all damages, costs or expenses, including attorney's fees, for personal injury, including death, and for property damage, which are attributable to the acts or omissions of Lessee, its agents, representatives, employees, contractors, or guests.
8. **Cancellations.** If Lessee cancels the event, requests for refunds must be made at least two (2) weeks prior to the date of event; late requests for refunds will not be granted.
9. **Assignment.** This Agreement is for the specific purpose(s) and date(s) designated. It may not be transferred to any other person, corporation, group or other entity or applied to any other Xaa-wan'-k'wvt Village & Resort facility.
10. **Event Duration.** Without prior approval, all events must conclude as stated on the Rental Agreement.
11. **Termination of Use.** The use of Howonquet Hall Community Center may be terminated by the Xaa-wan'-k'wvt Village & Resort at any time. Upon such termination, all activities by the Lessee must cease and all equipment, furnishing and other material removed from the Hall immediately. Lessee will be responsible for restoring the Hall and grounds to the same condition as they were received.
12. **Choice of Law.** Any legal actions with regards to this Agreement will be heard by the Tolowa Dee-ni' Nation Tribal Court. All Tribal Codes apply to Lessee's rental application.
13. **XVR Access.** The Xaa-wan'-k'wvt Village & Resort as well as any law enforcement agency that XVR so authorizes will have access to the Hall and grounds at all times.
14. **Accidents.** Lessee is responsible to report and file an Occurrence of Injury at the Xaa-wan'-k'wvt Village & Resort Admin Office within twenty-four (24) hours of the incident.



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15. **Alcohol.** Any organization wishing to serve alcohol during an event at the Hall must comply with all applicable Xaa-wan'-k'wvt Village & Resort California Department of Alcohol and Beverages Control regulations as well as provide qualified security personnel during the event.
16. **Exits.** Exit lights shall not be covered or the light bulbs removed. Doorways shall not be obstructed or blocked, chained or tied shut.
17. **Fire Regulation.** All fire regulations (as well as applicable Xaa-wan'-k'wvt Village & Resort Policies) will be enforced and must strictly adhered to. Combustible or flammable liquids may not be used, placed or handled within the Hall. Open fires are prohibited.
18. **Firearms.** The possession or use of firearms is strictly prohibited.
19. **Illegal Substances.** Use, consumption, or possession of any illegal substances at the Hall and grounds is strictly prohibited.
20. **Lost or Stolen Property.** The Xaa-wan'-k'wvt Village & Resort is not responsible for lost or stolen property, including property that is left at the Hall after the event is over.
21. **Vandalism.** Tampering with locks or utilizing staples, tacks or nails to affix objects to walls or other fixtures at the Hall is considered vandalism and strictly prohibited.
22. **Malicious Mischief.**
 - 1) Malicious mischief will not be tolerated within the Hall. A person commits malicious mischief if he or she knowingly and maliciously:
 - a) Causes physical damage to Hall property in an amount less than \$250.00;
 - b) Creates a substantial risk of interruption or impairment of service rendered to the public by tampering with Hall property.
 - 2) Malicious mischief is a crime.
23. **Parking.** Any vehicles left at the Hall after events are subject to being towed at owner's expense.

I, THE UNDERSIGNED, CERTIFY THAT I AM THE LESSEE OR THE AUTHORIZED REPRESENTATIVE OF THE LESSEE AND HAVE THE AUTHORITY TO BIND LESSEE TO THE TERMS OF THIS AGREEMENT.

Lessee Signature: _____ Date: _____

Print Name/Title: _____



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The front desk staff of Xaa-wan'-k'wvt Village & Resort would like to assist users of the Howonquet Hall Community Center by offering additional services to better accommodate your needs.

Please find below a checklist of available options when enjoying our facility.

- Podium Yes No
- Security Deposit Mail Pickup Destroy