Phone: 575-987-2250 eMail: office@timberonwater.com

TWSD FACILITY RENTAL AGREEMENT

The Facilities of the Timberon Lodge, and Barbeque Pavilion areas are maintained for public use. All ticketed events, markets, and closed (invitation only) events must pay a rental fee. This will include a rental fee, plus a \$200.00 cleaning deposit for each event. (see below).

The areas available for rental and fee for renting the below areas are:

- Annex and Stage, with indoor restroom access. Rental fee \$150.00.
- Outside Barbeque Pavilion including flat event area. Rental fee \$100.00.
- Pavilion with inside restrooms. Rental fee \$150.00.

The rental fee is waived for local community groups and 501c3's using the facilities, with the understanding that they may have to relinquish dates if scheduling conflicts occur. A cleaning deposit may be required for large groups. Local groups and individuals including TWSD taxpayers that do not reside in Timberon and hold events where money or goods are not exchanged shall pay only the cleaning deposit for non-profit use.

Rental of Facilities must be presented and approved by the General Manager prior to rental. The General may bring the agreement to the Board of Directors prior to the rental of the facilities if the rental of facilities is in question due to the event being held. Local groups and individuals including TWSD taxpayers that do not reside in Timberon and hold events where money or goods are not exchanged shall pay only the cleaning deposit for non-profit.

The TWSD Parking Lot area is no longer available for rent but may be used with TWSD permission. Access to the Lodge building must not be blocked or restricted in any way. Reservations may be made in advance, but dates are not guaranteed until the deposit and contract are in place. Rental fee may be paid any time before the event.

INSURANCE AND LIABILITY

It is the Renter's responsibility to provide a copy of their general liability insurance to TWSD. The Renter agrees to hold harmless the Timberon Water & Sanitation District and its agents from and against any and all claims, suits, actions, damages and/or causes of action arising during the term of the Agreement, for any personal injury. loss of life property and/or damage to property sustained in or about the said premises and from and against all cost, expenses and liability incurred in and about any such claims the investigation therefore of the defense of any action or process brought thereon and from and against any order and/or judgments that may be entered therein.

I have read and understand the INSURANCE AND LIABILITY (initial_____).

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RULES

- 1. No overnight camping is allowed in the Timberon Community Lodge and/ or Lake areas.
- 2. All activities must have responsible adult supervision, present at all times.
- 3. If alcohol is consumed, renter/user must provide security and a copy of the proper permit(s) for the event.
- 4. Renter/user should inspect facility and report any deficiency before use.
- 5. TWSD personnel will inspect facilities and equipment after use, and the cleaning deposit may be forfeited if damages have occurred or if the facilities are not satisfactorily cleaned.
- 6. Posted occupancy rates must be adhered to.
- 7. No smoking is allowed in facilities and must be outside at least 20 feet away from entrances and ventilation intakes.
- 8. Decorations may not be glued, or nailed to the walls, ceiling, or the pavilion area.
- 9. The renter is responsible for maintaining law and order within and outside the building.
- 10. Electrical cords may not be taped to the floors in primary walkways.
- 11. Outside water meter will be activated for Barbeques. Red-Flag warnings will apply.
- 12. Access to the fishing lakes shall not be blocked or restricted in any way.
- 13. The renter is responsible for supplying the proper number of portable toilets for larger (200+) events, depending on the number of attendees and how many hours the event will last.

have read and understand	the RULES	(initial)	
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CLEANING AND EVENT CONCLUSION

- 1. Areas, furniture, and equipment must be left in the same condition and location as they were upon renting. Any materials used must be replaced at the renter's expense. Trash emptied, bags replaced, bathrooms cleaned and restocked, floor cleaned and vacuumed if needed, dance floor mopped, lights and fans off, heater down to 60F, doors and windows closed and locked. A vacuum cleaner and/or mop are available on request and must be cleaned and emptied after use.
- 2. Return keys to the TWSD office immediately following the event. They may be dropped in the overnight drop behind the office screen door.

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3. Deposit will be returned only if the rented area(s) pass inspection. Cleanup should be completed by the next morning following the event unless other arrangements have been made. Lodge bathrooms must be cleaned and ready for business by 10:00 AM on weekends and 8:00 AM on weekdays, the day following the event.

I have read and understand the CLEANING AND EVENT CONCLUSION (initial ____)

By signing this agreement, the Renter/Company acknowledges understanding and agreement to all terms and statements listed above.
NAME RENTER-USER/COMPANY:
ADDRESS
PHONE NUMBER(S)
EMAIL ADDRESS
SIGNATUREDATE:
DESCRIBE EVENT
ONE TIME RENTAL DATE OF USE:
REGULAR RENTAL FOR THE YEAR OF: RECURRING DAYS:
DATE RENTAL AGREEMENT RECEIVED:
Rental fee of \$ received by TWSD
Cleaning deposit of \$ received by TWSD

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Signature of General Managers Approval	
Board of Directors of the Timberon Water and Sanitation District approval if applicable, date and members approving:	
Event Conclusion notes	