



## Social Room Rental Agreement

### Terms and Conditions:

- Social Room, Kitchen and Recreation area:** During the terms of the rental period, the renting party shall have the exclusive use and enjoyment of the social room, kitchen, and recreation area located at the Disability Action Center, hereinafter DAC, 448 Leonard Ave., Fairmont, WV. This includes the use of the restrooms, tables, chairs, booths, lights, and electrical outlets. Limited kitchen use is also provided under the terms of this agreement and includes the use of 2 refrigerators for storage or cooling, counter space and prep area, electrical outlets and/or ovens and microwave for warming, sinks, and service area/counter. The rental party is not permitted to use the stove top, oven for cooking, utensils, plates, dish liquid, pot holders, towels, wash cloths, and all other unspecified kitchen supplies. Rental of the DAC facility is limited to the lower level of the building which includes the social room, kitchen, recreation space, and accessible restrooms. Renters and their guests shall use the lower entrances to the social room, kitchen, and recreation space (3 doors, excluding use of garage doors). The main program level of building and all other facility space is NOT included in the social room rental. Renters are not permitted "upstairs" for any reason.
- Parking:** Limited parking is available in front of the building, side, and lower lots near the garage doors at this time
- Rental Period and Fees:** Rates as are follows:  
**DAC Board Member and Staff:** A rental fee of \$100 for an event up to 5 hours (including clean up and set up time). Each additional hour needed will be \$50 per hour and a maximum daily use of no more than 8 hours. No deposit required. Contract must be signed to book the date.  
**General DAC Member:** A rental fee of \$150 for an event up to 5 hours (including clean up and set up time). Each additional hour needed will be \$50 per hour and a maximum daily use of no more than 8 hours. \$25 non-refundable deposit required. Contract must be signed to book the date.  
**Non-DAC Member:** A rental fee of \$250 for an event up to 5 hours (including clean up and set up time). Each additional hour needed will be \$50 per hour and a maximum daily use of no more than 8 hours. \$25 non-refundable deposit required. A down payment of 50% (at least \$100) is due at contract signing. Contract must be signed to book the date. Rental hours are Monday through Saturday 9 a.m. to 9 p.m. and Sunday 10 a.m. to 6 p.m. ***Membership must be originated during Membership drive at the start of each New Year, not for purposes of Social Room Rental.***
- Security Deposit:** A \$25 non-refundable deposit is due at the time of booking to ensure/hold your event's booking and to cover any damages or re-cleaning that may arise due to your event. **Applies to General DAC Members and Non-DAC Members.**

5. **Maximum Capacity:** The maximum capacity of the Social Room is sixty (60) individuals, and the Renting Party understands and agrees that adherence to such restriction will be recognized, honored and maintained at all times during which the Renting Party occupies the DAC premises."
6. **Decorations:** The only decorations permitted in the social room must be placed on the floors or table. No tape is permitted on the walls or ceilings of the social room. Please make specific requests to the director in regards to hanging decorations
7. **Damages:** The renting party shall be responsible for any and all damages to the social room including but not limited to the floors, walls, tables, chairs, appliances, and restrooms. **Organizations/businesses using the facility may be asked to provide limits of liability coverage certificate.**
8. **Cleaning:** The renting party is required to perform general cleaning of the social room and kitchen to include disposing of garbage by gathering and taking garbage to the dumpster (directly outside the lower level), cleaning of tables and chairs, washing dishes, cleaning kitchen counters and service area, mopping floors, and cleaning restrooms as needed. **A table set-up and post-event cleaning checklist must be completed by the renting party and approved by DAC staff. Set up information will be completed at contract/booking and the cleaning checklist must be signed at close of event inspection.**
9. **Cancellation:** A ten (10) day notice of cancellations, prior to the date of the event, is required by the renting party.
10. **Alcoholic Beverages:** **Permission for alcoholic beverages while renting the social room will be extremely limited and will be reviewed on a case by case basis. Approval may only be granted for recognized organizations or businesses and not for individual use.**
11. **Smoking: Absolutely NO Smoking** is permitted in the social room or on DAC Premises.
12. **Hold Harmless Agreement:** To the fullest extent permitted by law, the **RENTING PARTY** agrees to indemnify, defend and hold the Disability Action center and its staff, board members and officers, employees, and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which 1) are caused in whole or in part by any action or omission, negligent or otherwise, of the **RENTING PARTY**, its employees, agents, participants, attendees, or volunteers 2) are directly or indirectly arising out of, resulting from, or in connection with performance of this Agreement.

Renting Party

Name \_\_\_\_\_ Address \_\_\_\_\_  
 Telephone \_\_\_\_\_ Email \_\_\_\_\_  
 Event \_\_\_\_\_ Event Date \_\_\_\_\_ Time \_\_\_\_\_ Total Hours \_\_\_\_\_  
 Renter Signature \_\_\_\_\_

DAC Staff

Staff Name \_\_\_\_\_ Signature \_\_\_\_\_  
 Deposit \_\_\_\_\_ Cash \_\_\_\_\_ Check \_\_\_\_\_ Date \_\_\_\_\_