

Stecoah Valley Food Ventures Meeting Room User Services Contract

Full Legal Name of Meeting Room User	Legal Status of User (check one) <input type="checkbox"/> individual <input type="checkbox"/> partnership <input type="checkbox"/> corporation <input type="checkbox"/> LLC <input type="checkbox"/> church <input type="checkbox"/> non-profit <input type="checkbox"/> other
Name of Authorized Representative	Title (owner, partner, president, manager)
Mailing Address	E-mail
Telephone:	Fax:

This Meeting Room User Services Contract is between the User (identified above) and Stecoah Valley Food Ventures (also referred to here as "SVFV"), and is effective upon the date of execution shown below. Meeting Room User and Stecoah Valley Food Ventures agree to the following terms:

1. **SERVICES & FEES** Stecoah Valley Food Ventures will provide the user with a clean meeting room and a checklist for the user to complete before and after event use. In the event that the meeting room is not cleaned to the satisfaction of the facility manager, a cleaning fee will be charged. Any damage to the meeting room that occurs will be assessed and the User will be a charged repair or replacement fee. The attached Fee Schedule and Checklist are hereby made a part of this contract.
2. **PAYMENT TERMS** User will issue payment of cleaning deposit and anticipated rental fees no less than three (3) business days prior to event date. Refunds of the deposit and fees, when applicable, will be issued within ten (10) business days after the use. Any additional fees due will be payable within five (5) business days of the use.
3. **SCHEDULING OF USE** The Meeting Room is a shared use facility; therefore, SVFV shall control the times and manner of all access to and use of the Meeting Room. Use of the meeting room shall be requested five (5) business days in advance so that appropriate fees can be paid.
4. **CANCELLATION OF RESERVED TIME** User is responsible to notify the manager of SVFV in the event of cancellation of reserved time within three (3) days prior to the reserved time. SVFV reserves the right to charge the User a cancellation fee equal to the User fee if the manager of SVFV deems the charge necessary due to non-adherence to the cancellation policy.
5. **PROHIBITED SUBSTANCES USE POLICY** User agrees that there will be no alcohol or illegal drugs allowed on the property. Smoking is not allowed in the building. Smoking is allowed at the rear of the building. All cigarette butts will be put out, wet and put into a trash receptacle for disposal. It will be the responsibility of the User to enforce this policy.
6. **DECORATIONS** User will use only decorations that will not damage walls or the ceiling. No nails or other hangers will be allowed in the walls. Only tapes or other adhesives, which are designed to be removed from plastered surfaces without damage, will be used.
7. **SECURITY** User assumes responsibility to provide security deemed necessary for a peaceful event. Excessive noise or conflict will not be tolerated and will be monitored by SVC staff and residential neighbors. If during the event, local law enforcement is required due to alcohol use, excessive noise or conflict, user will forfeit all deposit and rent fees and will be removed from facility.
8. **LIMITATION OF LIABILITY** SVFV shall not be liable for any damage to either person or property sustained by the User or by any third party arising in any way out of the User's use, operation, or occupancy of SVFV premises. The Users covenant and agree to indemnify, defend, and hold harmless SVFV and its employees from all claims, costs, and liability arising from or in connection with damages, injuries to persons (including death), or property in, upon, or about the SVFV premises, or any portions thereof.
9. **ASSIGNMENT** User may not transfer or assign User's privileges or authority under this agreement to a third party.

- 10. RIGHT OF INSPECTION** The staff of SVFV retains the right to enter and inspect operations at any time during use without prior notice. In the event of inappropriate behavior on the part of the User or any participants, the event will end immediately. User will forfeit deposit and rent fees as a result of this action.
- 11. USER PROPERTY** User shall promptly remove any personal property from facility after scheduled event. If User's property is not promptly removed, Stecoah Valley Food Ventures may take possession of and remove User's property. User shall be liable to Stecoah Valley Food Ventures for a reasonable storage cost for property removed in this way.
- 12. JURISDICTION AND VENUE** Any disputes regarding this agreement shall be resolved in the courts of Graham County, North Carolina and according to the laws of North Carolina.
- 13. MODIFICATION** This agreement shall be modified in writing only, duly signed by User and facility manager of Stecoah Valley Food Ventures.

Date and time of rental: _____

This Agreement is executed this _____ day of _____ 2010, by the duly authorized representative of each party.

STECOAH VALLEY FOOD VENTURES

By: _____
 Darryl Talley
 Manager

 Legal Name of User

By: _____
 Signature of Authorized Representative

 Name Printed

 Title

Stecoah Valley Food Ventures
 121 Schoolhouse Road Robbinsville, NC 28771
 Phone: 828-479-1466 Fax: 828-479-1434
 E-mail: kitchen@stecoahvalleycenter.com

(For Meeting Room User) I have received a copy of this document on _____, 2010.

CONTRACT EFFECTIVE FEBRUARY 1, 2009