

Among Cultural and Community Center



FORM #4

**Memorial and Soul-Release
Facility
Usage Agreement**

Date HMAA Board Approval: 12/16/12

P1: POLICY PURPOSE

1. The purpose of this Facility Usage Agreement Policy is to set forth appropriate standards, priorities, and guidelines when holding Memorial and/or Soul-Release events.
2. When renting space in the Hmong Cultural and Community Center (HCCC) for memorial and/or soul-release events, the renter must agree to follow all rules and guidelines set forth below as part of the building use contract.

P2: AUTHORITY

1. **All reservations and scheduling are the responsibility of the HCCC Office Manager.**
2. All **MEMORIAL AND/OR SOUL-RELEASE** reservation must be approved by the Office Manager and Facility Committee Chairman.
3. Any renter wishing to appeal any decision made by the Office Manager and the Facility Committee Chairman may do so by sending a written letter to the HMAA Board President.

P3: RESERVATION PROCEDURES

1. **APPLICATION** – the Renter shall contact the HCCC Office Manager to determine facility availability on the dates and times desired. The Renter may request that the facility be held tentatively pending Renter’s return of all completed applications to the Office Manager. A tentative reservation will be held for five (5) days only. Facility rental will be granted on first come, first served basis. All reservation requests are considered on a case-by-case basis.
 - a. **Memorial Service Request** – complete FORM #1 (Memorial Service Fees) and FORM #4 (Facility Usage Agreement).
 - b. **Soul-Release Request** – complete FORM #2 (Soul-Release Service Fees) and FORM #4 (Facility Usage Agreement).
2. **SECURING** - To secure your reservation, return the completed Memorial Service or Soul-Release forms, fees, and the Facility Usage Agreement applications along with the required fees to the HCCC Office Manager as soon as possible. HCCC will not accept unsigned applications. **ALL APPLICATIONS MUST BE SIGNED BY THE HEAD OF HOUSEHOLD.** Once your applications are approved, your reservation will be placed on the HCCC calendar.
3. **PAYMENT** – All fees are due and payable no less than five (5) days prior to the scheduled event. If payment is by personal check, the reservation will become effective after the check has been successfully deposit and cleared by the bank. **A returned check will subject to an insufficient fund charge according to banking standards.**
4. A potential Renter is prohibited from reserving space on behalf of another Renter/s. A Renter may not sell, sublease, or transfer reservations to another Renter/s. The individual reserving the space must be the primary organizer and **user of the space** for the event. Any violation of this restriction is a breach of this contract.
5. An approved copy of your application forms will serve as your use permit and should be kept with you while using the facility.

P4: FACILITY INSPECTION

1. An HCCC official and the potential renter will perform pre- and post-usage inspections of the HCCC, both building and grounds. If the potential renter observes a problem or situation that he/she deems could lead to additional financial charges, but does not report this to an HCCC official, the assumption will be that the problem or situation occurred during the rental period.
2. Renter will NOT be allowed to set-up, bring food supplies, equipment, meats and other items to the facility until the pre-inspection has been completed.

P5: RENTER RESPONSIBILITIES

1. The renter must be present **at all times** throughout the duration of the event and shall be responsible for ensuring all rules and guidelines pertaining to the use of the HCCC are followed by all persons in attendance at all times.
2. **PERSONAL CONDUCT** – the use of HCCC facility is a privilege, and participants are expected to be good citizens and respect the rights of others. Individuals who engage in unacceptable or irresponsible behavior may be asked to leave
3. The renter is responsible for the security, safety, and behavior of guests or other members in attendance at the function. It is understood that the Renter and guests agree to abide by all HCCC rules and guidelines. Adult supervision is required of minors at **ALL TIMES** during events. **No one** is allowed to stand outside the HCCC building or property after **11:00 PM**.

4. **COMPLIANCE WITH LAWS**

The Renter agrees to comply with all local, state, and federal laws. Renter what agrees not to use or occupy the premises for unlawful purposes or permit others to use the premises for unlawful purposes, and will conform to and abide by all laws and regulations of any governmental body or agency, and the rules and regulations of the Hmong Cultural and Community Center regarding said premises or the use thereof?

5. **EQUIPMENT AND SUPPLIES**

Renter is allowed to use the kitchen equipment, tables and chairs in the Hmong Cultural & Community Center. Extra tables, table clothes or chairs must be provided and arranged by the Renter. Dished, cooking utensils, food containers, cups, plated, eating utensils, soft drinks, snacks, food, decorations, toilet supplies: toilet paper, paper towels, soap, cleaning supplies, etc. to be supplied by Renter.

- a. All bills for drinks, supplies, etc., must be addressed to the Renter.
- b. Soft drinks **MUST** be in bottles or cans.
- c. The HCCC and other users of the facility will not be responsible for any leftover supplies, soft drinks, or beer.
- d. No hard liquor will be allowed in or on the Hmong Cultural and Community Center property.
- e. Renter is responsible for providing his/her own trash bags and properly disposing of them.
- f. Renter is responsible for using the facility properly and leaving the facility in the same or better condition that Renter found them.
- g. Kitchen must be bleached and properly sanitized.

6. **DECORATIONS**

Any decorating must be approved by the Office Manager and not cause damage to the building. No decorations, signs, banners, fliers or other materials may be placed on the walls or hung from the ceilings. No tape, tacks, nails, or other fasteners, and/or adhesives may be used on walls and ceilings. Any damage to walls or ceilings from improper use will result in a charge to the Renter.

7. **OFFICE EQUIPMENT**

Furniture and/or equipment must not be removed from the Center. Renter is responsible to ensure that any or all office equipment is restored to its original arrangement and condition or configuration.

8. **PROPERTY DAMAGE**

The Renter s responsible for the Center during the Usage period and will be held liable for any damage which occurs during the time of use which is considered over the above normal wear. Should costs be incurred, the rental deposit will be used to offset the cost of repairing the damage. If the deposit is not enough to pay for the damage, Renter will be billed for the balance.

P6: EVENT PREPARATION/SET-UP

1. Renter is responsible for his/her own set-up and take down and returning the Center to its original arrangement and condition. Also, all patrons are required to vacate the facility within one hour of the end of the usage period.

2. Arrangements regarding facility access, deliveries, additional set-up, and removal of equipment or supplies (provided by renter) must be made in advance, reviewed and approved by the Office Manager and only store in location designated area only.
3. The Renter is allowed to bring in food supplies, equipment, meats, and others to the facility as follows:
 - a. For a three (3) days funeral, between 3:00 pm – 9:00 pm on Thursday.
 - b. For a two (2) days funeral, between 3:00 pm – 9:00 pm on Friday.
 - c. For a one (1) day funeral, between 3:00 pm – 9:00 pm on Saturday
 - d. Any other times to be brought in must be approved in advance by the Office Manager.
4. **Renter shall not interfere with the conduct of facility business and shall coordinate all set up with the facility staff.**

P7: KITCHEN USE AND SAFETY RULES

Kitchen safety must be practiced for the protection of everyone. These following rules are established to prevent accidents from cuts, falls, or electrical shocks. Sanitation rules are necessary to prevent the spread of germs and bacteria.

1. **Food Preparation** - all food served during events must be prepared by the renter.
2. **Food Handling** - All food which is handled, stored, packaged, displayed and transported, shall be protected against any contamination likely to render the food unfit for human consumption, injurious to health or contaminated in such a way that it would be unreasonable to expect it to be consumed by humans.
3. **Hygiene** – Hygiene in the kitchen is understandably very important indeed. Without excellent kitchen hygiene, disease and contamination can spread quickly and have a devastating effect. The main rules of kitchen hygiene are as follows:
 - a. Wash hands before handling food and often every time activity changes during food preparation.
 - b. Wash and sanitize all counter and table surfaces and equipment used for food preparation.
 - c. Wash hands after going to the restroom, handling raw meat or poultry, blowing your nose, handling rubbish, handling cleaning chemicals, and after smoking.
 - d. Clean all work surfaces with disinfectant spray before preparing any food.
 - e. Wash hands thoroughly before starting any food preparation.
 - f. Use separate cutting boards for raw meats and vegetables.
 - g. Always wash hands immediately after handling raw meat.
 - h. All appliances must be cleaned after use and should never be left uncleaned for a long period of time
4. **Kitchen Safety Rules**
 - a. Report all accidents to the FSRS or Office Manager or its designated representative immediately.
 - b. All posted notices about stoves, cabinets, refrigeration, coolers, ice-maker, exhausted system, and other kitchen equipment must be adhered to.
 - c. Loose or bulky clothing will not be permitted while cooking, not open shoes should be worn.
 - d. Do not wear high heels in the kitchen.
 - e. Do not allow small children into the kitchen.
 - f. Always cover your hair in the kitchen.
 - g. Always use an apron while cooking.
 - h. Always use gloves/pot holders while removing food from the stove, oven or microwave.
 - i. Keep knives and sharp utensils downside up and out of reach of children.
 - j. Make sure the exhaust systems or hoods are turned on before starting to cook.
 - k. Switch off electrical appliances when not in use.
 - l. Keep the counter and table surfaces clean and cleared off.
 - m. Never leave the kitchen unattended while cooking.
 - n. Never pour water on a grease fire. Smother it with a pan lid or baking soda.
 - o. Dry hands before touching electrical appliances or power cords.
 - p. Keep electrical cords out of water and from hanging off the counter.

- q. Wipe up spills from the counter and table tops or floor immediately with a paper towel. Then wash hands. Keep cold foods refrigerated (below 40 degrees), hot foods hot (above 140 degrees). Do not leave food at room temperature for more than two hours. To avoid attracting pests keep the exit kitchen door close at all times.
- r. Always keep the kitchen clean!!!!!!!!!!

P8: GENERAL BUILDING RULES

The Renter is responsible for doing a general cleaning of the facility during the memorial/soul-release event.

1. RESTROOMS

Restrooms **must be cleaned at least 4 times during each 24 hour period of the event.** A check will be made to ensure the cleaning is done. Keeping the restrooms clean is a matter of **public health safety** for anyone using the restrooms in the building.

- a. Clean all stools inside and out with disinfectant cleaner.
- b. Wipe wall tiles behind each stool with disinfectant cleaner.
- c. Clean all sinks and counters with disinfectant cleaner.
- d. Scrum floors with hot soap and water.
- e. Empty trash cans

2. OUTSIDE DRAINAGE

DO NOT DUMP ANY KIND OF WASTEWATER IN ANY OUTSIDE DRAINS. ANYONE FOUND DOING SO WILL BE REQUIRED TO PAY FOR CLEAN UP. OUTSIDE DRAINS ARE ONLY FOR RAINWATER.

3. GREASE/OIL DISPOSAL

Place all grease/oil in the "GREASE DISPOSABLE TANK" outside; **DO NOT PUT DOWN SINK DRAINS!**

- 4. **EXITS:** All exits of the building **MUST BE CLEAR AT ALL TIMES.** Do not block inside doorways with chairs, tables, vehicles or any other objects.
- 5. **SMALL CHILDREN must be accompanied by parents or adults at all times.**

6. OUTSIDE MEAT COOLER

Do not block the meat cooler entry and exit door at all times.

7. General Regulations

The HCCC facility is subject to various regulations, which require the following RESTRICTIONS:

- a. No Smoking anywhere inside of the facilities.
- b. No fog machines are allowed to be used on the premises.
- c. No open flames, such as candles or burning spirit money, are allowed.
- d. Nothing may be, nailed or stapled to any of the facility walls, ceilings, floors or furnishings.
- e. Helium filled balloons must be anchored, and cannot be released. All balloons must be removed following the event.
- f. Only the approved entrances and exited may be used during the event.

8. FOOD SPOILAGE DUE TO EQUIPMENT OR ELECTRICAL FAILURE

HCCC will not be held liable for food spoilage, food poisoning or contamination due to power outage, equipment or cooler malfunctions, or other uncontrollable situation.

9. POLICE/FIRE

If the Renter wishes to have police or fire personnel at a function, any cost will be to the Renter and not the HCCC and/or HMAA.

10. HAZARDS

All electrical cords and equipment provided by the rental client must be installed so as not to present a hazard for guests and must be in accordance with the La Cross Fire Department safety guidelines. Any equipment, such as stage lighting must be approved through the Office Manager at least 3 days in advance of the event.

11. PERSONAL INJURIES

The Renter assumes full responsibility for any personal injuries that occur within the hours during which the event takes place. Any personal injuries should be reported to staff and documented on the Incident Report by the end of the event.

12. POST EVENT CLEAN-UP

a. **Renter is responsible for ensuring that all clean-up are finished by 8:00 AM MONDAY MORNING.**

b. Failure to clean up by the designated time or other agreed time to clean the facility WILL RESULT in the loss of part or the entire rental deposit and may cause the Renter to incur additional financial charges for necessary clean-up after the event. Renter will be charged for the cleaning at \$50 per hour.

13. POST-EVENT INSPECTION

The post-inspection must be done by 5:00 PM on Monday.

P9: BUILDING CLEAN-UP AFTER EVENT:

1. **KITCHEN** – Due diligence and care must be taken to restore the kitchen to its original clean and sanitary conditions. After the completion of the event, failure to do so will result in a forfeit of the rental deposit.

- a. Clean kitchen area thoroughly. Hot water, soap and cloths are provided to do a good job.
- b. Clean sinks, stoves, refrigerator, shelves, and table and counter tops. Remove all personal items, including leftovers food and beverages before leaving.
- c. Sweeping and/or mopping all areas used are required.
- d. Wash all tables and any chairs that have spillage of any kind-on them.
- e. Wash and store all dishes, cups, glasses, and silverware.
- f. Wash and store utensils and clear the kitchen floor of all food residues and vacuum when necessary.
- g. Clean inside and outside of vegetable and meat coolers, bleached coolers, sinks, and clean outside the building to ensure all grounds are properly cleaned.
- h. Remove all decorations and dispose of all garbage in the dumpster located on the back of the building.
- i. Building users are required to empty all trash receptacles and place all bagged trash into the dumpster located on the back of the building.
- j. Use of building equipment (chairs, tables, etc.) off of Hmong Cultural and Community Center is strictly prohibited. NO tables or chairs are allowed outside of the building.
- k. Double check to see that all lights, ovens, and stoves are turned off and that all doors are locked.

2. DINING ROOM/MEMORIAL HALL/LOBBY AREA CLEANING

- a. Clear any trash from the tables and discard into a waste receptacle.
- b. Wash all tables and any chairs that have spillage of any kind-on them.
- c. Remove any gum from the tables and chairs with a putty knife.
- d. Use a clean towel – not an abrasive pad – with the cleaner to wipe tops, sides and underneath edges of tabletop.
- e. Allow the table to air dry.
- f. Spray cleaner onto the chair seats, and wipe with a clean towel.
- g. **Floor Cleaning**
 - 1) First, sweep the floor.
 - 2) Mop the floor with a hot soapy-water solution.
 - 3) Mop the floor a second time with a fresh bucket of plain, hot water to clean up any excess soap.
 - 4) Realign tables and chairs as needed.

3. EXERCISE AREA AND DAY CARE ROOM

- a. Pick or clear any trash from the floors, tables, chairs, and discard into a waste receptacle.
- b. Wash all tables and any chairs that have spillage of any kind-on them.
- c. Vacuum the carpet area

P10: EQUIPMENT, FURNISHINGS, AND SUPPLIES

1. HCCC owned equipment (tables, chairs, audio visuals, kitchen equipment and utensils, etc.) shall not be taken from the HCCC facility. In the event of damaged or broken furniture or equipment, replacement costs will be required by the group using the facility.
2. **OPERATION OF SOUND AND VISUAL MEDIA EQUIPMENT** - when an event requires a person to operate of sound and visual media equipment, ONLY HCCC trained Audio Technicians shall be allowed to set up, operate, and take down the sound systems and visual equipment in the Dining Hall.

P11: PROHIBITED ON HCCC PROPERTY

1. **BUTCHERING OF LIVESTOCK OR DOMESTIC ANIMALS IN OR NEAR THE HCCC IS NOT PERMITTED.**

If such animals are needed for ceremonial purposes, said animals must be taken to a place where such activity is permitted. Livestock used for religious ceremonies must be taken to a slaughterhouse or farm to be butchered.

2. **OUTDOOR COOKING AND EATING**

Preparing, grilling, barbecuing or eating food outside of the building and/or parking areas is not permitted.

3. **STRUCTURE**

No structures (including tents) whether permanent or temporary, may be erected or assembled on HCCC premises, nor may any extraordinary electrical, mechanical, or other equipment be brought thereon unless special approval has been obtained from the Office Manager and Facility Committee Chairman.

4. **PROPERTY DEFACING**

Anyone defacing or destroying HCCC property will be prosecuted to the full extent of the law.

5. **SMOKE-FREE FACILITY**

Renter is reminded that the HCCC facility is smoke-free. Smokers shall dispose of cigarette butts in the proper receptacles outside of the facility, not on the ground.

6. **ILLEGAL ACTIVITIES**

- a. By any individual or group for the commission of a crime or any act prohibited by law.
- b. For any activity that unlawfully discriminates against an individual or group of individuals.
- c. For any activity that involves the possession, consumption, or sale of alcoholic beverages, tobacco or controlled substances on HCCC property.
- d. For any activity that may violate the canons of good morals, manners, or taste, or be injurious to persons, buildings, grounds, or equipment.
- e. Disruptive, profane, loud or abusive language.
- f. Firearms or explosives.
- g. Dumping or refuse

P12: PARKING LOT RULES

1. HCCC will not be responsible for the security of any person, vehicle, or property of those using the parking spaces.
2. Littering in parking lot or on grounds is prohibited. (If littering does occur, an appropriate clean-up fee will be assessed to the Renter).
3. Loud talking or the use of loud equipment (including radios) in the parking lot is prohibited.
4. No loitering.
5. No alcohol or controlled substances are allowed in the parking lot or HCCC facility at all times.
6. Anyone who violates these conditions can be asked to move his/her vehicle from the HCCC's property. If the vehicle is not moved, it is subject to being towed at the owner's expense.
7. Cars or trucks or any other vehicles are restricted to only the asphalt paved area (parking lot/driveway) only. Please observe the parking signs on the street. All vehicles park illegally will be subjected to towing and/or ticketing at owner's expense.

P13: COMPLIANCE WITH LAWS

1. The renter agrees to obey ALL local, state, and federal laws. The renter further agrees not to use or occupy the premises (building or grounds) for any unlawful purpose or to permit others to do so. The Renter and guests

will conform to and abide by all laws and regulations of any governmental body or agency, as well as the rules and guidelines of the HCCC regarding use of said premises.

2. This facility may not be used for political fundraising events.
3. No facility shall be utilized for private instructional purposes, to sell assorted merchandise or for any purpose deemed detrimental to the overall good of the organization and the community.

4. ALCOHOLIC BEVERAGES

Alcoholic beverages are **LIMITED TO BEER** and for the purpose of **CEREMONIAL USE ONLY! ABSOLUTELY NO ALCOHOL MAY BE SERVED TO ANY ONE UNDER THE AGE OF 21 YEARS OLD. ANY ALCOHOL BROUGHT INTO THE BUILDING MUST BE KEPT LOCKED IN COOLER AND UNDER THE CONTROL OF ADULTS AT ALL TIMES!**

P14: BUILDING AND/OR EQUIPMENT KEYS

1. The Office Manager is responsible for the issuance of key. All issued keys are the property of the HCCC.

2. VIOLATIONS OF POLICY

Unauthorized locking devices are prohibited on the facility. Modifying, removing, tempering, of equipment locks or attempting to defeat or disable any security or safety devices by Renter is not permitted. Any duplication of issued keys, loaning keys without authorization, altering of keys, locks, or mechanisms without a written consent of the Office Manager and Facility Committee Chairman is a breach of contract.

3. FINANCIAL RESPONSIBILITY

Lost, misplaced, stolen or over issuance of key(s) is solely the responsibility of the Renter. Replacement fees will be imposed for lost, stolen or misplaced keys, lock(s) regardless of the circumstances. Costs of re-keying locks will be assessed to the Renter.

P15: LIABILITY

Persons executing this Agreement, for and on behalf of the renter hereby stipulates that he/she is authorized to act in such capacity and has been duly authorized by said person/organization, and hereby assumes personal liability for costs of excessive cleanup of the premises, damage to or removal of HCCC property by the renter or any members or guests thereof. This Agreement must be signed by a person at least 21 years of age and who will be present at the event.

P16: Facility Staffing - Funeral and Soul-Release Supervisor (FSRS) – a HCCC Funeral and Soul-Release Supervisor will be available on site to eight (8) hours per day. The overall role of the FSRS is to provide general supervision of the facility on behalf the HCCC/HMAA Board of Directors. Any questions or concerns during the course of the funeral/soul-release please contact the FSRS

P17: Insurance (optional but not required)

Proof of liability insurance in the amount of \$500,000 and property damage of \$50,000 with the HCCC/HMAA named as "additional insured" on the policy is required. A certificate of insurance is required as evidence of this coverage.

P18: HCCC's Rights

The HCCC reserves the right to inspect the facility at any time to ensure proper usage is being maintained. We will inspect the facility prior to Renter signing the contract to check for any "pre-existing" issues or maintenance needs as well as after the Rental period to ensure the provisions of the contract have been satisfactorily observed. In the event a complaint is made during the Rental period or there exists "reasonable" cause to believe the Renter is not complying with the provisions of the contract, the HCCC/HMAA designated official(s) may briefly inspect the facility while the Renter is present. If such a situation should arise, the designated official(s) will make every possible effort to complete any inspection as quickly as possible.

P19: DENIAL OF USE

1. The HCCC reserves the right to deny/refuse rental of the Hmong Cultural and Community Center with good cause. If a Renter fails to strictly adhere to all or any part of the written agreement, future use may be denied. Approved applications are not transferable and are subject to cancellation by the HCCC and/or the HMAA.

2. **MISUSE OF THE FACILITY**, unruly or illegal behavior, failure to observed posted signage, and/or the failure to obey any portion of the provisions contained in this agreement or the rental contract constitute a breach of contract and may result in actions against the Renter, including, but not limited to, cancellation of the rental contract, immediate dismissal/removal from the facility, forfeiture or a portion or all of the security and/or cleaning deposits or other funds already paid, additional fees or charges, and/or legal actions.
3. **VIOLATIONS** – Renter will be denied if past use has resulted in violation of Board Policy, inconvenience for HCCC/HMAA use, damages to property, and consistent lack of supervision by Renter, adverse behavior or non-payment of fees.

P20: CANCELLATION

1. HCCC will refund payment in full if the Renter provides at least 72 hours advance notice of the cancellation. In the event that it is not given 72 hours advance cancellation, a late cancellation fee of \$150 will be assessed.
2. Changes in reservations which incur costs to the HCCC will result in the assessment of additional charges.
3. If the event is cancelled while in progress due to violation of this Rental Policy, your deposit will be forfeited.
4. In the event that the HCCC facility is closed due to inclement weather or emergency reasons, all money will be refunded.-
5. **HCCC/HMAA reserves the right to cancel the scheduled event in cases of emergency or hazardous situations.**
6. **Exception to cancellation fees:** In the event of a snow storm or severe inclement weather the cancellation fee will be waived. The Office Manager has the sole responsibility of determining the conditions in which the facilities will or will not be available for usage during inclement weather.

P21: FACILITY RENTAL DEPOSIT

- a. A refundable **Facility Rental Deposit** is required. This deposit stands as a guarantee against damage and proper cleaning following the event.
- b. Facility Rental Deposit will be refunded within 3-4 weeks after scheduled event if the facility is found to be undamaged and satisfactorily cleaned. The renter forfeits the deposit or a portion thereof for any damage to the building, fixtures and equipment, or any excess HCCC/HMAA staff time required due to clean up. If restoration costs incurred by the HCCC exceed the facility usage deposit, the renter will be assessed further charges.
- c. Failure to conduct the post-inspection and/or refusing to sign off the post-inspection report is considered by the HCCC as admission that Renter agrees to forfeit the deposit.
- d. **Security Alarm Charge** – If the security alarm system is activated and police is called to the Center (if using the building after operating hours), the Renter will be charged for the police called fee. The security alarm charge fee will be deducted from the Rental Deposit.

P22: PROBLEMS REPORTING

In the event Renter encounters any situations or circumstances or emergency, Renter should make immediate contact HCCC Officials. Contact information will be available upon event approval.

P23: RELEASE OF LIABILITY

- a. This Release of liability is between me (renter) and HCCC/HMAA, the real property located at 1815 Ward Avenue, La Crosse, WI 54601.
- b. NOW THEREFORE in consideration of this HCCC permitting me (renter) to use this property described in (a) above, hereby releases, discharges, and covenants not to sue the HCCC/HMAA, or its administrators, directors, agents, officers, members, volunteers, and employees, from any and all liability, claims, demands, losses, or damages arising out of my (renter) use of the Property. If any member, guest, invitee, or participant of my (renter) makes any claim against the HCCC/HMAA or its administrators, directors, agents, officers, members, volunteers, or employees, in connection with my (renter)'s use of the Property, I (renter) will indemnify, defend and hold the HCCC/HMAA and its administrators, directors, agents, officers, members, volunteers, or employees harmless from any and all litigation expenses, attorney fees, losses, liability, damages, and costs arising out of such a claim.

P24: ACCEPTANCE OF RESPONSIBILITY

- a. My use of the Hmong Cultural and Community Center is voluntary and that **I am using it for my benefit only. I agree** that my use of the Hmong Cultural and Community Center is undertaken at my own risk and I agree to supervise the conduct of the event to the best of my abilities. **I understand that HMAA/HCCC** will inspect the facility following the event to ensure that the terms and conditions have been followed and that no damage has occurred to the facility or contents as outlined in this Facility Usage Agreement.
- b. I agree to leave the room(s) in good condition after the event has concluded. This means that the room(s) used, kitchen, and any other area of the facility leading to the required room(s) will not be harmed in any fashion. I understand that I am responsible for the event and that this is a liability document. This Agreement establishes that I will be assessed and charged for any negligence involving HCCC property located within the designated rooms/areas or passageways used by the event, as scheduled.
- c. I understand it is my obligation to repair, clean, and/or replace HCCC property damaged incurred during the above mentioned event scheduled to be held on HCCC property, as assessed by the HCCC, this will include the costs associated with the assessment of the damage as well. All charges will be paid to the HCCC within 30 days of invoice.
- d. I understand and agree that my (renter) refusal to sign this Facility Usage Agreement means that I refuse or decline to rent this facility. Any oral or written agreement to hold the tentative schedule or dates will be voided because I (renter) am not in compliance with this Facility Usage Agreement. HCCC reserves the right to not to open the facility.

I have read this agreement carefully, and understand fully and agree with the guidelines set out by HMAA/HCCC and agree to abide by this policy.

Renter Signature: _____ **Date Signed** _____

For HCCC Use Only	
Requested Approved: ___ Yes ___ No	
Facility Committee Chair Signature: _____	Date _____
Print Name: _____	
Reason for denial: 	