



VALLEY OF THE FALLS COMMUNITY CENTER AT BIG FALLS LODGE

41303 VALLEY OF THE FALLS DRIVE, FOREST FALLS, CA 92339

* *Owned and operated by: Valley of the Falls Community Center Inc.

P.O. Box 41, Forest Falls, CA www.VFCCi.org

Effective January 2023

To Reserve a Date: \$75.00 (non-refundable donation)

Cleaning/Damage Deposit: \$200.00 (refundable after the event)

Kitchen Use Deposit: \$100.00 (refundable after the event)

Types of Facilities Usage:

Please note that donation rates will vary from Spring/Summer (April-September) and Fall/Winter (October-March)

- Lodge Only (Hourly Rate)
- Lodge & Kitchen (Hourly Rate)
- PARTIAL DAY- Lodge Only (Six hours)
- PARTIAL DAY- Lodge & Kitchen (Six hours)
- FULL DAY - Lodge Only (Ten hours)
- FULL DAY - Lodge & Kitchen (Ten hours)
- **BRIDAL PACKAGE** — Includes: day before event, event date and use of table, chairs, and kitchen wares.

For events serving alcohol, playing amplified music and/or dancing there is a mandatory \$100 donation to provide for an Event Monitor. Events longer than 5 hours add \$25 per hour.

If the applicant decides to have VFCCi's assigned person clean after the event, additional donations will be expected. This will be based upon a rate of \$25 per hour.

FACILITIES USE APPLICATION

Name: _____ Date: _____

Address: _____ City/Zip: _____ State _____

Phone: _____ Cell: _____

Email: _____

Authorized person in charge during event: _____

Cell: _____

DESCRIPTION OF EVENT

Type of Event: _____ Event Date: _____

Estimated Attendance (Max. occupancy 100) _____

Will alcoholic beverages be served? Yes _____ No _____

Will amplified music be played? Yes _____ No _____ Live Band _____ DJ _____

Do you need to utilize any part of the AV System (microphones, sound system, TV etc.)

If using own cords/cable you will need an HDMI cord and a 1/8" audio cable.

We require a \$20 AV deposit for of use cords/cables.

Lodge access time: _____ Set -up time: _____

**Bridal package (when applicable) access time: Day 1: _____ Day 2: _____

Event end time: _____ Clean up and vacate time: _____

Facility requested: Lodge _____ Lodge w/kitchen _____

***If serving food and/or beverages a Kitchen Donation is expected.**

Initial _____

IF PROVIDING ALCOHOL, MUSIC AND/OR DANCING, APPLICANT IS REQUIRED TO HAVE ON SITE, A VFCCI EVENT MONITOR AT APPLICANT'S EXPENSE.

BRIDAL PACKAGES/PARTIES AND OTHER LARGE EVENTS MUST PROVIDE VFCCI WITH PROOF OF A ONE DAY GENERAL LIABILITY INSURANCE POLICY COVERAGE FOR EVENT.

BIG FALLS LODGE

FACILITIES USE AGREEMENT

The Facilities Use Agreement rules are to assure VFCCi that the building and grounds are left in satisfactory condition. Applicants shall be responsible for the total cost of repair and/or replacement for all actual loss or damage to the building and/or its contents.. VFCCi does not assume any responsibility for weather and its relationship to Applicant's event. A change in the weather will generally not be grounds for Applicant to cancel the event and receive a refund of Applicant's deposit. Applicant should plan accordingly: late spring or early winter snow is not uncommon as are summer or fall thunderstorms. During the traditional snow season, Mid-December to April 1st , VFCCi will have the parking lot snow-plowed and ready for Applicant's reserved event.

APPLICANTS MUST CLEAN UP THE ENTIRE BUILDING IMMEDIATELY FOLLOWING THEIR EVENT: THIS MUST BE COMPLETED BY 11 :00 PM. ALL OR A PORTION OF APPLICANT'S RESERVATION AND CLEANING/DAMAGE DEPOSITS MAY BE WITHHELD FOR ANY DAMAGE OR FAILURE TO CLEAN UP AFTER THE APPLICANT'S EVENT.

The undersigned, herein known as the Applicant, understands and agrees that he or she or the organization represented shall assume all risks for loss, damage, liability, injury, cost or expense that may occur during or as a result of the use or occupancy of Big Falls Lodge. The Applicant further agrees that in consideration of permission to use Big Falls Lodge, he, she or the organization will save and hold the VFCCi and/or their employees free and harmless from any loss, claims, liability or damages, and/or injuries to persons and property that in any way may be caused by the Applicant's use or occupancy of the building, or the use of alcoholic beverages by Applicant and guests while using or occupying the building. The Applicant further agrees to be personally responsible for any damage sustained to the grounds, building, furniture, or equipment as a result of Applicant's usage and occupancy of the Big Falls Lodge.

****My signature certifies that all information I have provided on the application is true, including that regarding the use of alcohol. I understand and agree that any misstatements or omissions of material facts herein may cause forfeiture of my deposit.**

I hereby accept and agree to the terms in the Facilities Use Agreement as set forth above and to all the terms set forth in the agreement forms and policy attached hereto:

Signature of Person Responsible for Usage of Big Falls Lodge

Date: _____

Email _____ Cell: _____

RULES FOR USAGE OF BIG FALLS LODGE

I. RESERVING BIG FALLS LODGE AND CANCELLATIONS

- A. Reservations shall be made in writing using: the FACILITIES USE APPLICATION, and the FACILITIES USE AGREEMENT included in this policy and,
- A non-refundable reservation deposit of \$75.00 is required. This donation is to secure chosen date.
 - For those using the Lodge and kitchen, a security deposit (for cleaning and damage, kitchen and/or lodge) in the amount of \$300.00 must be paid 15 days prior to Applicant's event, along with donations.
 - All events must conclude by 10pm and cleaning completed by 11pm (Time limit exceptions will be determined on a case-by-case basis).
 - There will be a \$35.00 charge for all returned checks with cash required thereafter.
- B. Telephone or email inquiries are not binding and do not constitute a reservation.
- C. A reservation will be considered firm only when a Facilities Use Application and Agreement has been signed, reservation deposit paid and VFCCi has approved the application.
- D. Cancellation or changing to a confirmed date will result in loss of the deposit. Cancellation fifteen days or less prior to an event will result in the loss of any donations paid in addition to the deposit. If the Lodge can be re-booked with a comparable Facilities Use Agreement (one of equal or greater in expected donation amount) then 75% of the applicant's deposit will be returned plus any unapplied donations that may have been made.

Initial _____

II. RULES AND REGULATIONS

- A. No individuals are allowed access into the Lodge until the **AUTHORIZED USER APPLICANT IS PRESENT**. Individuals will not be permitted into the Lodge before the specific event start time.
- B. Reservations may be revoked at any time when deposits, donations, and the application have not been adhered to in a timely manner.
- C. Lodge equipment shall not be removed from the facility.
- D. Smoking or other uses of tobacco products are prohibited inside the Lodge or anywhere on the grounds except the designated smoking area at the rear of the Lodge, West Side. Please use the provided cigarette butt cans.

- E. Propane (LPG) is NOT allowed inside the Lodge. Any use of barbeques or propane in an outside area requires prior approval of VFCCi and must be in an approved location.
- F. No signs or decorations will be nailed, taped, stapled, or affixed in a manner that damages or defaces any walls, ceilings, windows, or drapes. Decorations must be fireproof. No glitter, confetti, rice, birdseed, or other similar items will be allowed to be thrown around the lodge.
- G. No open flame candles are allowed inside the lodge or on the lodge property. No pyrotechnic or explosive devices are allowed.
- H. All reserved items (dance floor, lighting, etc.) will need to be delivered during the set-up time and picked-up during the clean-up times. The designated user must be present.
- I. Setup may not begin OUTSIDE before 8 am.
- J. DJs and or Live Bands are permitted at the event. All outside music must conclude by 9 pm OR sooner if creating a disturbance to neighbors. To reduce or eliminate disturbance to neighbors, after dark please move noisy activity inside. Close the exterior roll-down shutters after dark if loud music or other noise is present.
- K. No showing of copyrighted material (movies, etc.) allowed per PI 94553 Title 17 of US Code.
- L. The facilities use ending time means the facility must be empty of all guests and event staff. The clean-up time means all decorations, food, etc. must be removed and the facility cleaned according to the checklist provided to the user in order to obtain a refund of deposit(s).
- M. Any willful or malicious damage to Big Falls Lodge property will cause prosecution to the full extent of the law and may result in civil action to recover the amount of damages caused by the Applicant or his guests or invitees.
- N. All events held at Big Falls Lodge that include alcohol, music and/or dancing will require a VFCCI Event Monitor for the duration. The Event Monitor will be paid for by the applicant.
- O. All events must end by 10 pm and the building cleaned, vacated, and locked no later than 11 pm. Failure to vacate the building by 11pm will constitute a breach of this Facilities Use Agreement and all or a portion of the deposits will be withheld by VFCCi.

Initial _____

III. INSURANCE REQUIREMENTS

- A. The applicant shall provide and maintain general liability insurance and the coverage shall be in the amount of \$1 million for personal injury and property damage.
- B. Insurance for your event may be added through Homeowners Insurance or online insurance services.

Initial _____

IV. PUBLICITY FOR FACILITIES USE

- A. No publicity of any meeting or event held at Big Falls Lodge may be released until a Facilities Use Agreement is signed and VFCCi event coordinators receive the required deposit.
- B. Except for events sponsored by VFCCi, all persons, organizations and companies who use Big Falls Lodge, or make a presentation at Big Falls Lodge shall provide proof that a disclaimer be placed on all flyers, post boards, promotional and advertising which states: NOT RECOMMENDED BY, ENDORSED OR AFFILIATED WITH VALLEY OF THE FALLS COMMUNITY CENTER, INC.

Initial _____

V. ADDITIONAL REQUIREMENTS FOR PROPERTY USE

- A. A VFCCi Event Staffer will be on call for all events. The Event Staffer and/or Event Monitor will open the facility and provide information. They are authorized to enforce all facility use rules and regulations.
- B. Tables and chairs are provided by VFCCI. Set-up plans for seating must comply with adequate fire escape requirements. Keep fire safety in mind at all times while setting up. Back door and side door must be unlocked at all times. Tables and chairs MUST NOT BLOCK any entrances or exits.
- C. If the kitchen is utilized, such use includes kitchenware necessary for the preparation and service of the maximum occupancy of the building. Broken or missing Items will be charged to the Applicant at current replacement cost.
- D. Any decorations used must be completely removed and disposed of at the conclusion of the event no later than 11 pm. No alteration of Big Falls Lodge is permitted. Any items left after the event will be donated to a local charity.
- E. If damage or loss does occur, the deposit will be held until estimates can be obtained and/or repairs are completed..
- F. All local, state, and federal laws must be adhered to.
- G. No pets/animals allowed on site unless special permission is given by VFCCI..
- H. Storage of property for any organization using the Lodge is prohibited..
- I. Usage of Big Falls Lodge does not convey any sanction of an organization's philosophy or practices by VFCCi. No organization or individual may state or infer any official sanction by VFCCi unless approved in advance by VFCCi.
- J. It is understood that, should the applicant/user and guest under this agreement require overflow parking more than the parking available on the Big Falls Lodge property and adjacent lot located at 9405 Fern Dr., the applicant/user may also utilize for additional overflow parking the empty lot located at 9415 Fern Dr. The applicant/user and guest must reserve ahead of time the 9415 Fern Dr. parking as part of this application process. Any damage or injury caused by applicant/user and guest to persons or property when using the 9415 Fern Dr parking are subject to the assumption of risk and hold harmless covenants in the Facilities Use Agreement.

Initial _____

LIQUOR REQUIREMENTS

Liquor may NOT be served to minors. The applicant's failure to comply, monitor, and enforce this law is grounds for terminating the event and forfeiting all deposits and donations.

Injuries or damage caused to any person or property because of alcoholic beverages being served and or consumed by a minor/adult on Big Falls Lodge premises shall be the sole responsibility of the applicant, user, group or organization.

The Event Monitor will be monitoring the event and have the authority to suspend the serving of liquor and/or close the event. If it is necessary to contact the Sheriff's Department for any disturbance caused by the user, applicant, clients, or guests, the applicant will be held liable for all Sheriff and additional charges incurred by VFCCI.

Liquor may only be brought on site by the applicant.

NO PRIVATE EVENT IS ALLOWED TO SELL ALCOHOL AT ANY TIME.

Initial_____

Please remember to be considerate of the neighbors. The lodge is in a RESIDENTAL NEIGHBORHOOD. All surrounding areas are PRIVATE PROPERTY. NO TRESPASSING! Excessively loud music or noise is a disturbance and the Sheriff's Department may be called.

RELEASE OF LIABILITY AGREEMENT

In consideration of the acceptance of my attendance/participation at a BFL community event, meeting, class and/or private event, I hereby waive, release, and discharge all claims for damages for death, personal injury, or property damage which I may have, or which hereafter accrue to me, against the Valley of the Falls Community Center Inc. (VFCCi) as a result of my attendance/participation in the event. This release is intended to discharge VFCCi, its officers, officials, employees and volunteers, any other involved organizations, or public agencies from and against all liability arising out of or connected in any way with my participation in the event, even though that liability may arise out of the negligence or carelessness on the part of persons or entities mentioned above. I further understand that accidents and injuries can arise out of the attendance/participation of event; knowing the risks, nevertheless, I hereby agree to assume those risks and to release and to hold harmless all the persons or entities mentioned above who (through negligence or carelessness) might otherwise be liable to me (or my heirs or assigns) for damages. It is further understood and agreed that this waiver, release, and assumption of risk is to be binding on my heirs and assigns.

Signature: _____ Date: _____

CLEAN UP AFTER EVENT

One uncompleted requirement will result in at least a \$50 deduction from the cleaning deposit. Any additional amounts charged to VFCCi by VFCCi's cleaning service will also be deducted from the cleaning deposit and/or billed to Applicant if exceeding the deposit.

I understand and agree to all the above referenced requirements and fully understand that failure to complete any or all tasks will result in a partial or complete forfeiture of the cleaning/damage deposit.

IF APPLICANT DECIDES TO CHANGE CLEAN-UP ARRANGEMENTS, REQUESTING VFCCI CLEANING SERVICE VENDOR WITHIN 2 DAYS OF EVENT OR LESS YOU WILL BE REQUIRED TO PAY AN ADDITIONAL \$75 PLUS HOURLY CLEANING RATE OF \$25 PER HOUR. This additional fee of \$75 must be paid BEFORE EVENT. All other cleaning rates will be held against cleaning/damage deposit.

Signature: _____ Date: _____

REQUIREMENTS FOR A FULL REFUND OF CLEANING DEPOSIT

EVENT NAME: _____ DATE: _____

PLEASE keep this check list and complete each item at the end of event.
The Event Staffer will collect this checklist.

THE ENTIRE BUILDING MUST BE CLEANED UP IMMEDIATELY FOLLOWING THE EVENT. ALL OR A PORTION, OF THE CLEANING/DAMAGE DEPOSIT SHALL BE WITHHELD IF ALL OF THE FOLLOWING CONDITIONS ARE NOT MET:

- ___ Observe maximum occupancy limit of 100 persons.
- ___ NO TOBACCO products are allowed in the lodge, including vapor pipes.
Designated smoking area is OUTBACK AT THE SW CORNER ONLY!!!
- ___ Clean restrooms by picking up debris, sweeping floors and emptying trash.
- ___ Remove all leftover food indoors and outdoors. Clear out inside of refrigerator.
- ___ If the kitchen is used, sweep kitchen (brooms located in utility room.)
- ___ Used kitchen dishes and utensils are to be washed, dried, and put away.
- ___ The buffet and bar area must be swept. Please spot mop any spills.
- ___ Wipe down buffet and bar counters and kitchen utility tables (if kitchen is used).
- ___ Return all items to their original locations.
- ___ Vacuum all carpeted floor areas. (vacuum is located in utility room) .
- ___ Bag all trash and leave in the kitchen. Please put all bags containing liquid trash in the provided BROWN TRASH CAN. Any extra bagged trash can be left on the floor at the rear (east facing) kitchen door. Extra bags in bottom of cans.
- ___ Please clean up all outside litter surrounding the lodge, including cigarette butts and litter in the smoking area. This includes the adjacent parking lot (if used).
Many times, this is overlooked and will result in a partial loss of cleaning deposit.
- ___ Wipe down, fold and return table and chairs to original location.
- ___ Close all windows and security screens. Close and lock all 5 doors to the facility.
- ___ Please make sure the HEATER is turned down to 45 degrees.

Signature: _____ Date: _____