

PEORIA TRIBE COMMUNITY CENTER RENTAL AGREEMENT

We are delighted that you have chosen our Community Center to host your event! On behalf of our Tribe and our staff, we extend a warm welcome to you and your guests. Please take a moment to read our Community Center Policy below and let us know if you have any questions.

TERMS AND CONDITIONS

I. USE OF PREMISES

The Renter hereby agrees to rent the facility known as the “Community Center”, located at 1809 Cleveland Avenue in Miami, Oklahoma, from the Peoria Tribe of Indians of Oklahoma, hereinafter referred to as “Tribe”. The Tribe agrees to grant the Renter limited use of the facility. Such use of the facility includes tables/chairs, kitchen, and back patio. The Renter will be responsible for all damages to the facility and equipment. The Tribe will not be responsible for any lost or stolen items. A member of the Tribe will perform an inspection before and after the event. The deposit refund is based upon the final inspection. The Tribe reserves the right to refuse service at any time it sees fit.

II. FEES

The Renter agrees to pay all established fees and possible fees identified in the Fee Agreement section of this contract. The Renter further agrees and understands that they are responsible for repairs and/or replacement of damage to the premises, fixtures, appliances, or landscaping resulting from the use of said premises. Deposit must be paid prior to the room being reserved for the requested time.

III. RESERVATION/CLEANING DEPOSIT & PAYMENT

To benefit at the Peoria Tribal Citizen rate, the tribal citizen must reserve the building, provide tribal card, and sign the contract. The key card will only be given to the contract signee.

The rental cost to use the building is as follows: (Cash, Check, or Money Order)

There will be no fee for funerals.

Enrolled Peoria Tribal Citizen and PTIO Employees:

- ◇ Tribal citizen cards will be required and must be reserved and signed for by the tribal citizen.
- ◇ **\$50.00/day.** (Please account for set up and tear down time when booking, as it is part of your rental reservation.)
- ◇ Cleaning Deposit: There will be a \$150.00 cleaning deposit due at the time of the contract, which will be returned upon a final satisfactory inspection by a staff member of the Tribe, at the conclusion of the event. The total amount due at the time of contract or receiving the key will be a minimum of \$200.00.

All other individuals:

- ◇ **\$150.00/day.** (Please account for set up and tear down time when booking, as it is part of your rental reservation.)
- ◇ Cleaning Deposit: There will be a \$150.00 cleaning deposit due at the time of the contract, which will be returned upon a final satisfactory inspection by a staff member of the Tribe, at the conclusion of the event. The total amount due at the time of contract or receiving the key will be a minimum of \$300.00.

Business/Organizations:

- ◇ **\$500.00/day.** (Please account for set up and tear down time when booking, as it is part of your rental reservation.)
- ◇ Cleaning Deposit: There will be a \$250.00 cleaning deposit due at the time of the contract, which will be returned upon a final satisfactory inspection by a staff member of the Tribe, at the conclusion of the event. The total amount due at the time of contract or receiving the key will be a minimum of \$750.00.

IV. KEY CARD DESIGNATION AND RESPONSIBILITY

A set of employees will be designated with the task of rental and key card responsibilities. All key cards will be maintained at PTIO Head Quarters with the designated employee and must be checked out and checked back in, with the exception of building, maintenance, and janitorial staff, whom will be assigned their own keys. No events are to be had in the Community Center without scheduling through a designated employee. At no time shall any employee possess a Community Center key card without checking it out. Any employee knowingly in possession of a key card or passing a key card to any individual without being checked out may be subject to disciplinary actions.

V. CANCELLATION POLICY

We kindly ask for a 7-day cancellation notice. The cleaning deposit paid will be refunded if a cancellation occurs within the stated time frame. The Tribe reserves the right to cancel a reservation, if needed, at any time. Advanced notice of such cancellation will be given as soon as possible. For example, cancellation might occur if the Community Center suffers damage or system failure that cannot be repaired in time for the scheduled use; the Tribe requires the use of the Community Center for an official purpose; or in the event of a catastrophe or an act of God. The Tribe reserves the right to cancel/reschedule a scheduled event if an emergency takes place. It is the policy of the Tribe to give precedence in the event of a death in the Tribal community. The Community Building shall be made available for funeral arrangements and/or feasts.

VI. INDEMNITY CLAUSE

The Renter shall indemnify and hold the Peoria Tribe of Indians of Oklahoma harmless from any claim, liability, loss, damage, cost, or expense, including reasonable attorneys' fees, award, fine, or judgment concerning, or arising out of, the use of the facility. This includes, without limitation, any such claims, liability, loss, damage, cost, expense, award, fine, or judgment arising because of death or bodily injury to persons, injury to property arising because of the client's alleged or actual negligent act, regardless of whether such act is active or passive.

VII. DECORATIONS/ENTERTAINMENT

The Tribe understands that decorations come with events being hosted, however, to preserve and protect our investment, please adhere to the following rules:

- ◇ No hanging or attaching decorations to the walls or doors with nails or staples. Please do not use any item that may leave a hole in any surface. If tape is utilized, please be certain to remove all remnants.
- ◇ No hay, glitter, rice, birdseed, feathers, or confetti allowed inside the building.
- ◇ No open flames allowed inside the building.
- ◇ **No alcoholic beverages allowed on-premises.**
- ◇ No smoking allowed inside the building.
- ◇ Use of fire pit subject to any burn bans that may be in effect.
- ◇ Decorating the facility will only be allowed on the day it was reserved for.

VIII. RENTER'S CONDUCT

Renter is not allowed to use, or permit the use of, anything that may be dangerous to the life or limb of any person on the premises. Renter, its employees, representatives, guests, and any other person(s) that may enter the facility during the rented time shall not deface, injure the premises or any part thereof, or do anything or permit anything to be done on the premises which shall create a nuisance. The Renter shall observe all rules, regulations, codes, and ordinances established by the Tribe and in accordance with the United States Government. Renters and guests must comply with any special instructions given by a staff member of the Tribe. Firearms and fireworks are prohibited on tribal property. **Children must be supervised by adults at all times.** For assistance in the event of a NON-EMERGENCY, you may call the designated staff listed on your rental agreement.

IX. CONDITION OF BUILDING

The Community Building will be clean when you arrive. A pre-event inspection will be conducted with the renter and a staff member of the Tribe. **The facility is expected to be left in the order in which it was rented.**

- ◇ Please review the checklist below for post-event cleaning requirements:
- ◇ Wash/Dry/Put away any dishes and utensils.
- ◇ Wipe down appliances in use during the event.
- ◇ Wipe down all counter tops.
- ◇ Remove all food from the facility. **DO NOT LEAVE LEFTOVER FOOD IN THE REFRIGERATOR.**
- ◇ Gather all trash and take it to the designated area. (Roll-off dumpster in the parking lot).
- ◇ Tables and Chairs: The center will try to have (5) tables with chairs always set up. If additional tables and chairs are needed, please put those away in the storage closet at the end of your event.
- ◇ Before leaving place the key card in the box slot located near the kitchen door scanner at the Peoria Community Center. There will be an additional fee of \$25 for all lost, damaged, or stolen key cards.