

BUILDING BRIGHTER FUTURES

400 Westchester Ave Port Chester, NY 10573 (914) 305-6010 FAX (914) 939-3761 www.Carvercenter.org

FACILITY RENTAL GUIDELINES, APPLICATION, AND AGREEMENT

Effective August 1st, 2015

Port Chester Carver Center ("CC") facilities may be rented for team dinners, meetings, social events, birthday parties, and cultural activities, provided such use does not conflict with the CC own programs and operations. All rentals shall be governed by the following Guidelines, and the same may be amended from time to time by the CC senior management.

1. <u>Eligible Groups</u>. CC facilities may be rented for meetings or events by student and sports organizations, town governmental agencies or committees, non-profit groups, residents, nonresidents, and for-profit companies. The term "non-resident" as used herein shall mean organizations which do not maintain an office in the local facility jurisdiction of town/city.

2. <u>Impermissible Uses</u>. CC facilities may not be used for partisan purposes.

3. <u>Applications.</u> Rental applications shall be made on the attached form and shall be approved or denied by CC CEO based on these Guidelines. If approved, the individual or organization (the "Renter") will receive a copy of the approved application as a written confirmation of the rental booking ("Rental Confirmation"). It is suggested that all applications be made at least two (2) weeks before the date desired. Bookings will not be reserved for dates beyond one year in advance.

4. <u>Scheduling</u>. The CC reserves the right to refuse rentals that may conflict with activities and programs. In general, the CC facilities may **not be available** during the following regular opening hours:

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2:30 p.m. – 7:00 p.m. Mondays through Thursdays

2:30 p.m. – 8:00 p.m. Fridays

9:00 a.m. – 5:00 p.m. Saturdays

In general, the CC is available for rentals on Sundays, and before 2:30 p.m. Mondays through Fridays.

Memorial Day – Labor day will have very limited rentals due to an extremely high bather usage of summer Camps. Check with CC management for availability.

Please note: ALL RENTERS MUST ALLOW FOR SET UP AND CLEAN UP TIME WITHIN THEIR AGREEMENT. RENTERS WILL NOT HAVE ACCESS TO THE FACILITY PRIOR TO THEIR SCHEDULED TIME.

5. <u>Responsible Party</u>. The Renter or the individual who signs the application on the Renter's behalf (the "Responsible Party") assumes responsibility for the rental of the requested facilities and equipment. All payments, correspondence, insurance certificate, and communications regarding the use of CC facilities will be directed to or coordinated through this individual. **The Responsible Party must be in attendance during the activity.**

6. <u>Fees and Deposits</u>. The current rental fee schedule is attached. A non-transferable booking deposit ("Booking Deposit") equal to 50% of the rental fee is due at the time of application. The balance of the rental fee and estimated additional charges are due the <u>Wednesday prior to the event before 4:00pm</u>. \$50 returned check fee applies, Visa, Master, Discover, & American Express accepted. Deposits for long term rentals may be reduced, with an applicable payment schedule in writing.

7. <u>Bond.</u> If required, a \$200 Bond in the form of a separate check payable to "Port Chester Carver Center" is due at the time of application to guarantee payment of any additional charges, clean up of the facility, and to cover any damages to the facility. The balance of the Bond, less any deductions for additional or unpaid charges, clean up costs, or damages, will be returned to the Renter via check, within fifteen (15) days after the event. If the facility is not left in good order, the CC reserves the right to hold the entire Bond until adjustments are made to correct the problem. Any additional charges exceeding the Bond will be billed to the Renter and are due within fifteen (15) days after receipt of invoice. Delinquent payments may jeopardize future use of the facilities. **Refunds will <u>NOT</u> be made in cash regardless of form of initial payment.

8. <u>Cancellation Policy</u>. If CC is closed due to emergencies or inclement weather, all use of the facilities will be canceled and reasonable attempts will be made to notify the Responsible Party. It is the Renter's responsibility to notify its members and guests of the canceled event. If the Renter cancels the event <u>with seven (7) days advance written notice</u> to the CC, 50% of the Booking Deposit shall be refunded via a bank check*. If the Renter cancels the event by giving less than seven (7) days written notice to CC, the Renter must pay the balance of the rental fee and any estimated additional charges. Refunds will be returned via a bank check to the Renter within fifteen (15) days after the CC receives notice of cancellation. **Refunds will <u>NOT</u> be made in cash regardless of form of initial payment.

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9. <u>Refund Policy</u>. Booking Deposits are non-transferable and are non-refundable unless the application is denied. If the booking is canceled by CC, or the Renter cancels the event with at least seven (7) days advance written notice to CC. If the Renter cancels the event <u>with seven (7) days advance written notice</u> to the CC, 50% of the Booking Deposit shall be refunded via a bank check*. If the Renter cancels the event by giving less than seven (7) days written notice to CC, the Renter must pay the balance of the rental fee and any estimated additional charges. Refunds will be returned via a bank check to the Renter within fifteen (15) days after the CC receives notice of cancellation. **Refunds will **NOT** be made in cash regardless of form of initial payment.

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10. <u>Additional Equipment.</u> Certain CC equipment is available for the Renter's use. Some equipment may require Renter to demonstrate proper operational knowledge. The CC reserves the right to limit or deny the use of any equipment. The following equipment may be available with/without charge: 6' tables (seating 8 each), 4' tables, round tables, stackable chairs, a DVD player, and television. Set up and take down of tables and chairs is the Renter's responsibility. Renters are responsible for bringing their own supplies (e.g. cups, plates, utensils, and napkins), and cleaning up.

Certain equipment is also available for rent or purchase (e.g. lifejackets, caps, bathing suits, towels, goggles).

11. <u>Insurance Certificate</u>. The CC reserves the right to require for any rental an insurance certificate confirming the existence of insurance specifically naming "Port Chester Carver Center.", as additional insured. If required, such certificate shall be for insurance as follows:

Comprehensive Public Liability Insurance (Bodily Injury and Property Damage) of at least \$1,000,000 combined single limits coverage that will protect such Renter from claims, which may arise out of or result from the Renter's operations under the contract, whether such operation be by himself or anyone for whom he may be liable.

12. <u>No Endorsement.</u> Permission to use CC facilities does not imply endorsement or sponsorship by CC. Any publicity for the Renter's event (e.g. flyers, posters, newsletters, press releases, and invitations) mentioning CC name or address must be approved in writing by the CEO/COO of CC before publication to ensure that (a) it prominently states the following: "This Program Is Not Sponsored By The Carver Center" and (b) that the sponsoring organization acknowledges its sponsorship and provides its phone number.

13. <u>Indemnification</u>. In consideration for the rental use of the CC facilities, the Renter hereby agrees to indemnify, defend, and hold harmless the Port Chester Carver Center; and all its directors, officers, employees, or agents, from any injury, death, or property loss or damage, arising from or out of, directly or indirectly, the entry onto and use of CC facilities by the Renter, its directors, officers, members, employees, agents, or invitees. This shall be inclusive of any parking lots or structures used to gain entry to CC facilities.

14. <u>Revocable License</u>. An approved rental application constitutes a revocable license which grants the Renter the revocable privilege to use specified CC facilities in accordance with these Guidelines and the Rental Confirmation, and does not give the Renter any possessory interest in the CC premises or any CC property.

15. <u>Smoking and Alcohol/Drugs</u>. Smoking is not permitted in the CC building or immediately outside the building. It is the Renter's responsibility to publicize this policy to its members or guests and supervise its enforcement. Alcoholic beverages are not permitted in the CC facilities without the CEO's approval, and in conjunction with local regulations.

Any illegal use or possession of illegal substances will result in immediate revocation of contract for all persons, without refund.

16. <u>Supervisor</u>. In addition to all rental fees, the Renter may be required to pay a \$35 supervisor fee, due at the time of rental, for all parties exceeding 40 persons. The Director will assign a supervisor to each rental to oversee use of the facilities and to ensure the Renter complies with all rules, regulations, and clean up requirements (see Clean Up below). The Director reserves the right to assign additional supervisors to the activity. If additional personnel are assigned, the Renter will be charged \$35 for each additional supervisor assigned to the rental.

17. <u>Custodial</u>. Custodial staff may be assigned, at the renter's expense, if the event is scheduled for outside of regular CC hours or in the instances where the activity dictates the need for additional services during regular CC hours (e.g. banquets, large gatherings, etc.). The custodian is responsible for reasonable clean up at the conclusion of the activity. When specifically assigned to the activity, the custodian will be present throughout to assist with tasks related to his/her job responsibilities. Such assignments require a custodian to be present one-half hour prior and one-half hour after the scheduled activity.

18. <u>A/V Equipment.</u> Audio/visual equipment will be operated only by authorized CC personnel except where the renter has demonstrated prior operational knowledge. The Renter accepts responsibility for reimbursing CC for any damage incurred to equipment, furnishings, or facilities. An employee of the CC may be assigned, at the renter's expense, if necessary.

19. <u>Private Caterers</u>. The Renter may use a private Caterer and/or have prepared food brought into CC facilities for events.

Renters must provide a photocopy of their chosen Caterer's certificate of insurance, health license, qualified food operators permit (or serve safe permit), as well as their food handler's license. The Caterer or renter shall supply all food, beverages, and other necessary supplies (including but not limited to china, dining utensils, glassware, cleaning materials, and cooking utensils) and shall be responsible for leaving the facilities thoroughly clean. No outside tents may be erected or used in connection with any rental of CC facilities.

No glass or sharp objects will be permitted in bathing areas.

CC also has local vending contracts for discounted items. Inquire for details on pizza, sandwiches, cakes, etc...

20. <u>Deliveries</u>. The CC does not have storage facilities for deliveries of tables, chairs, dishes, silverware, linens, cooking utensils, or food prior to your event. Refrigerator and/or freezer space may be unavailable. All items must be brought in at the beginning of the event and removed at the conclusion. The CC assumes no responsibility for items, which may be left behind after an event.

21. <u>Supervision</u>. The Renter is responsible for providing adequate supervision necessary to protect life and property on and around the facility being used throughout the rental use. All activities involving children and young adults must be supervised by responsible adults as follows: for pre-school children up to age five, one adult chaperone for every five children; for children ages six through ten, one adult chaperone for every seven children; for children ages eleven through eighteen, one adult chaperone for every ten children.

22. <u>Police Supervision</u>. The CC reserves the right to determine whether police supervision of the event is required. If required, the number of police will be determined by CC CEO and/or the local applicable regulations of the city/town when evaluating the application. The Renter must contact the local Police Department to make arrangements to have the required police assigned. The Renter is responsible for all costs for hiring any required police officers. Police should be in attendance 15 minutes prior to the event, and at least one policeman should remain until all persons attending the event, with the exception of the clean-up crew, have left the building.

23. <u>Noise and Loitering.</u> Due to the CC location adjacent to a residential zone, the Renter and all guests should be considerate of our neighbors when entering and exiting the facility. Excessive noise or boisterous activity when entering and exiting the CC is prohibited. Events that, in the sole opinion of the Director, may result in significant traffic, noise, or other problems in violation of CC policies may be denied the privilege of renting the CC facilities. No loitering outside of the facility either before or after the event is permitted.

24. <u>Parking</u>. Parking is available behind the Carver Center with additional parking available on the local side streets; in accordance with the Village of Port Chester parking regulations.

No parking is allowed in designated fire lanes, handicapped spots, or outside of regulated designated spaces without proper ID

25. <u>Decorations</u>. All proposed decorations should be discussed with CC management in advance of the rental. All materials used for decorating must comply with the State of New York fire regulations; any exceptions must be approved by the Village of Port Chester Fire Marshal's Office. The CC prohibits the use of open flames (small candle votives or other candles enclosed by a funnel that extends three (3) inches above the flame are permitted). Decorations, meeting signs, and posters must not be nailed, screwed, thumb tacked, or taped to woodwork or any walls or floors. Signs and posters may be affixed to designated bulletin boards, or may be free standing. All decorations, meeting signs, posters, materials, and equipment not belonging to CC shall be removed by the Renter immediately following the scheduled activity.

LATEX BALLOONS MAY BE PROHIBITED, IF INDIVIDUALS HAVE ALLERGIES.

26. <u>Set Up/Clean Up</u>. The Renter must allow for set up time and clean up time in the rental agreement. The total time spent inside CC is included in the rental fee. Access to the facility will not be allowed prior to the time listed on the rental agreement, unless otherwise notified and approved by management. If the renter does arrive early without prior authorization, the renter will be charged accordingly.

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27. <u>Clean Up</u>. The Renter shall be responsible for cleaning up after the rental. All trash and litter must be secured in plastic garbage bags and deposited in the refuse and recyclable bins located outside at the back of the parking lot. All facilities and equipment must be returned in the same condition and to the same location found, unless otherwise agreed in writing. When assigned to the activity, the Supervisor will go over a checklist with the Responsible Party or caterer at the conclusion of the event to insure all details of the use agreement are completed. Both the Supervisor and Responsible Party or caterer will sign this checklist. Where custodial services are assigned, the custodian will be responsible for specific clean up responsibilities identified on the Supervisor's checklist.

28. <u>No Responsibility for Renter's Property</u>. The CC shall not be responsible for damage or theft of any of the Renter's property or belongings brought onto, or left behind at, the premises. There is no storage available for long term rentals.

29. <u>Compliance With State And Town Laws And CC Policies</u>. Renters must comply with all applicable laws and regulations of the State of New York and the Village of Port Chester, including but not limited to safety, fire, and zoning laws and regulations, and must comply with all CC policies pertaining to rental of the facilities. CC reserves the right to terminate any rental, which is not in compliance with these or any other policies governing the use of CC facilities. Attendance at any activity must not exceed the posted occupancy limit or any lesser occupancy limit determined by the local Fire Marshall based on the specific function.

30. <u>Proper Attire Required</u>. All patrons must wear proper attire at all times. Gymnasium and other public locations, it is required to be properly covered on top and bottom as to not expose undergarments. Low hanging shorts, bandannas, do-rags, will not be permitted. Proper swimming attire includes swim diapers and shorts for non-toilet trained persons. No cut-off shorts or hanging strings will be permitted in pool. **Bathing Caps required** for any person with hair longer than 1 inch below ear length.

31. New York State Regulations of Bathing.

- (A) All swimmers are required to shower with soap prior to entering pool
- (B) Any persons suspected or having an infectious or communicable disease MUST NOT enter the pool
- (C) No spitting, spouting, or Pollution of swimming pool prohibited. Urinating, discharge of fecal matter,
- expectorating or blowing the nose in any swimming pool is prohibited. 6-1.24 General Requirements (b)
- (D) Children less than 16 years of age must at all times be accompanied by a parent or guardian or similar adult responsible for their safety and behavior while at the bathing facility. <u>6-1.23 Supervision.(10) (iii)</u>

32. Carver Aquatics Swimming Rules.

- (A) No Cell phones permitted in locker rooms, restrooms, or changing areas
- (B) No glass or fragile objects permitted in aquatic areas
- (C) No food, gum, or drinks permitted in aquatic areas
- (D) No Pushing, shoving, or horseplay
- (E) ALL breathe holding games prohibited
- (F) Only USCG approved floatation devices permitted. Arm floaties & toys may be prohibited
- (G) All non-swimmers must be accompanied by a responsible adult at ALL times. While swimming, non-swimmers must be within arms length of a responsible adult at all times
- (H) Agree to follow all posted rules and regulations within aquatic areas, including showering prior to using pool
- (I) All renters are responsible to ensure the safety of their participants, the Carver Center, and the Aquatic areas, from damage or defacement. Please be advised that the Carver Center does have a closed circuit monitoring system.

32a. Carver Gymnasium Rules

- (A) No Cell phones permitted in locker rooms, restrooms, or changing areas
- (B) No glass or fragile objects permitted in gymnasium areas
- (C) No food, gum, or drinks permitted in gymnasium areas

(D)No hard balls

- (E)Tables and chairs prohibited unless pre-approved in writing and on the facility rental request form
- (F) Non-Scuff shoes only permitted in gymnasium
- (G)Damage to lights, scoreboards, or sports equipment is prohibited
- (H) All renters are responsible to ensure the safety of their participants, the Carver Center, and the gym area, from damage or defacement. Please be advised that the Carver Center does have a closed circuit monitoring system.

32b. Carver Dance Studio Rules

(A) No Cell phones permitted in locker rooms, restrooms, or changing areas

(B) No glass or fragile objects permitted in dance areas

(C) No food, gum, or drinks permitted in dance areas

(D)No hard balls

(E)Tables and chairs prohibited unless pre-approved in writing and on the facility rental request form

(F) Non-Scuff shoes only permitted in dance studio

(G)Damage to mirrors, sinks, floors, air conditioning, or sports equipment is prohibited

(H) All renters are responsible to ensure the safety of their participants, the Carver Center, and the dance area, from damage or defacement. Please be advised that the Carver Center does have a closed circuit monitoring system.

32c. Carver Classroom(s), Multi-purpose, and Conference Center Rules

(A) Room(s) are rented on an "as is" basis.

(B) Room(s) must be returned to pre-rental condition in regards to tables, chairs, and equipment.

(C) Theft of any Carver Center property will result in loss of future rental privileges and notification to proper authorities.

(D)Please ensure the safety of any sharp objects, during rental periods, and specifically to birthday parties.

(E)Carver Center is carry in, carry out facility. Please be sure to have all items for your rental(s) including; pens, pencils, markers, paper, knives, forks, cups, plates, music, extension cords, etc... to run your activities.

(F)Tables and chairs provided upon request, on the facility rental form

(G)Damage to tables, chairs, cabinets, AV equipment, or educational materials is prohibited

(H) All renters are responsible to ensure the safety of their participants, the Carver Center, and the rental room, from damage or defacement. Please be advised that the Carver Center does have a closed circuit monitoring system.

33. <u>Zero Tolerance Policy.</u> Port Chester Carver Center has a ZERO tolerance policy for violence, aggression, and foul language. Any individual or group may be subject to ejection from the facility and premises without warning. Weapons of any kind will be reported and investigated by a proper authority.

- 34. <u>Security Alarms.</u> The Carver Center facility is equipped with security surveillance technology. Guests should enter/exit rooms from main doors. Emergency exits are designated as such, and MUST only be used in an emergency. Swimmers should enter/exit from the locker room areas ONLY. Security alarms will remain armed within the main building and proper signs will be posted. Any guest(s) who fail to obey posted sign(s) will be required to pay up to \$1,000 (one thousand dollars) fine to cover any emergency response and alarm deactivation/reset.
- **35.** <u>Waiver Notice.</u> By signing this agreement and application, I understand that information and photos may be taken of me or my participants during the program sponsored by the Carver Center. I give my permission to use these photographs and information for publication in brochures, flyers, electronic transmissions, and other forms of publicity by the Carver Center without remuneration or prior approval by me.



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FA 1. Organization / Individual Making Rental Rec	-	CATION AND AGREEMENT	
Name		Phone	
Address		_Fax	
Email			
2. Responsible Party who will assume full resp rental charges (a duly authorized officer must			
Name	Title	Phone	
Address		_ Fax	
Signature	Email		
3. Purpose of proposed use:			
4. Date(s) of Rental:	Day(s) of Week:		
Hour(s) From:(Time I	To: n) (Time Ou	AM or PM ut)	
AS PART OF RENTAL CHARGES, RENTER MUST	SCHEDULE ADEQUATE T	IME FOR SET-UP AND CLEANUP, PER THE FACILITY RENTAL GUIDEL	.INES.
5. Area(s) to be used:		Number of Guests:	
6. Facility Rental Fee charged: ————————————————————————————————————	ır	Adult Facility Supervisor at \$35 per hour In-House Security at \$35 per hour Custodian/s at \$25 per hour	

Estimated total charges: \$_____

In making this application, the undersigned agrees to abide by the attached "CC Facility Rental Guidelines," the terms of which are incorporated herein and made a part hereof, and specifically agrees to make restitution to CC for any damage to CC property by any person or persons attending the meeting/event. CC reserves the right to cancel this reservation at any time without any liability by refunding the rental deposit and any fees to the renter. I will leave CC facilities rented clean and return items used to where found. I further agree to promptly pay any additional overtime and/or cleaning charges.

If the Renter cancels the event by giving less than seven (7) days written notice to CC, the Renter must pay the balance of the rental fee and any estimated additional charges. Refunds will be returned via a bank check to the Renter within fifteen (15) days after the CC receives notice of cancellation. **Refunds will NOT be made in cash regardless of form of initial payment.

Signature of Responsible Party _____ Date_____ Date_____



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FACILITY RENTAL APPLICATION AND AGREEMENT For Office Use Only

Application Approved () [Reason							
Certificate of Insurance: R	equired / Not Applicable						
Caterer License Information Name: Tel. #:		able					
	Add	itional Staff:	Required / N	lot Applicable			
Total Number Required							
What Type: Lifeguard(s) From: To:		pervisor	Referee	_ Security	_		
Additional Cleaning / Repa 					_/hr = \$ _/hr = \$		
DEPOSIT DUE : \$	Paid:	Check # _	Cash	CC: Visa	Master	Discover	Amex
Card # Signed		_ Code:	_ Cardholde	er Name:			
Billing address:		Apt	_ City		State:	Zip	
FINAL BALANCE DUE TO C REFUND DUE RENTER, IF /							
Signatures of Event Notif	ication:						
Department Director or A	Agent			Date	_		
Added to Master Calenda	ar by		_	Date			



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FACILITY RENTAL RATES:

Private Pool Parties Exclusive Use:

\$150 for one hour, 1-20 persons + plus applicable equipment, supervisor and/or custodial fees. \$180 for one hour, 21-40 persons + plus applicable equipment, supervisor and/or custodial fees.

\$260 for two hours, 1-20 persons + plus applicable equipment, supervisor and/or custodial fees.
\$300 for two hours, 21-40 persons + plus applicable equipment, supervisor and/or custodial fees.
Call for details for 40+ persons and parties over 2 hours

Aquatic Center Lane Rental Rate per Hour:

1 lane \$40 2 lanes \$75 3 lanes \$90 4 lanes (Full Pool) \$150

Gymnasium Rental Rate per Hour: Divided half Gym \$85 Full Gym \$125

Dance Studio Rental Rate per Hour:

Full room \$50

Individual Room Rental Rate per Hour:Multi-Purpose Room \$55Conference Room \$60Classroom(s) \$60

Training Center Rental Rate per Hour:

Full Room \$45

OTHER:

Recurring or Long-Term Rentals Discounts may be available on a Case-by-Case basis. Please see Carver Center Recreation representative and COO to discuss details.

Additional Charges

Depending upon the type of rental, additional charges for kitchen fees, a clean-up bond, and/or personnel services may be required. If required, such additional charges will be estimated at the time of booking, and will be charged at the posted rates



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RENTER'S CHECKLIST

Thank you for choosing CC as the location for your event. We welcome your patronage and hope that you will consider us when seeking sites for future events. To help keep CC a safe and fun place for all, please ensure prior to leaving today that you have taken the following steps, detailed in your Facility Rental and Application Agreement.

☑ 1.) Pick up any decorations you may have brought. If you do not wish to take them with you, please dispose of them in the garbage cans. Pick up any decorations (e.g. streamers, paper napkins) that are on the floor or furniture and dispose of them. Check upstairs and downstairs.

2.) Pick up any food that is left on the furniture or floor and dispose of it. Check upstairs and downstairs.

☑ 3.) Wipe down any tables you may have used. If you used the counters in Carver Center kitchen, wipe these down as well.

If 4.) Put any furniture you may have used back in the place where you found it. This includes tables, chairs, & benches downstairs.
Collapse any folding tables you may have used, and stack all chairs you used on the rolling racks.

☑ 5.) Check the bathrooms to make sure the water taps & showers are closed.

☑ 6.) If you used the balls, games, pool toys; please return to the appropriate storage unit.

☑ 7.) Sweep the floors, and put all trash in the garbage cans.

If you have not paid the balance of your rental fee, please give it to the manager on duty. Pursuant to your Facility Rental and Application Agreement, if the preceding steps are not taken, CC reserves the right to retain any percentage of your bond that the COO of CC deems necessary to return the facility to the condition in which it was prior to your event, accounting for any cleaning, maintenance, and/or repair costs.

I hereby attest to the fact that I am the party who agreed to assume full responsibility for this rental pursuant to the Facility Rental and Application Agreement. I further attest to the fact that I have personally ensured that the preceding steps have been taken, and I agree to assume full responsibility for the consequences of any steps not taken.

SIGNATURE OF RESPONSIBLE PARTY: ______

DATE: _____