

TXOKO ONA BASQUE CENTER MEMBER USE CONTRACT

Updated January 21, 2023

DATE: _____

MEMBER: _____

ALTERNATE CONTACT: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

EMAIL: _____ PHONE: (____) _____

DESCRIPTION OF EVENT

PURPOSE/ACTIVITY: _____

ESTIMATED ATTENDANCE: _____

EVENT OPEN TO PUBLIC: () YES () NO

ALCOHOL SERVED: () YES () NO

ALCOHOL SALES: () YES () NO

EVENT CATERED: () YES () NO CATERER: _____

MUSIC/BAND/DJ: () YES () NO BAND/DJ: _____

EVENT START DATE: _____ EVENT START TIME: _____

EVENT END DATE: _____ EVENT END TIME: _____

RENTAL FEES

Check all that apply:

- ☐ Entire Building (includes all events with over 200 people)

Price: \$800 *Cleaning Deposit \$150

- ☐ Bar/Patio (50-200 people)

Price: \$200 *Cleaning Deposit: \$100

- ☐ Bar/Patio (50 people or fewer)

Price: \$50 *Cleaning Deposit: \$100

- ☐ Kitchen

Price: \$100 *Cleaning Deposit \$100

- ☐ Table & Chairs Set Up

Price: \$100

Total: _____

Checks for rentals are to be in the name of the Txoko Ona member (renter).

*** Please provide a separate check for the cleaning deposit.**

TXOKO ONA CENTER POLICY STATEMENT

- 1) **Only members of TXOKO ONA, INC., may rent the TXOKO ONA BASQUE CENTER. Any event that takes place at the TXOKO ONA BASQUE CENTER requires the member renting the facility to be present from the beginning to the end of the event. The member also acknowledges that they will be responsible for any damage or theft to the facility. TXOKO ONA BASQUE CENTER shall not be rented for any event which estimates attendance in excess of 400 people. TXOKO ONA BASQUE CENTER shall not be rented for political events, school dances, or commercial purposes.**
- 2) Member/Renter has ten (10) days after requesting a reservation for a specific date on the Txoko Ona event calendar, to sign and return the contract and fees (rent and deposit) to **TXOKO ONA, INC. P.O. Box 1163 Homedale, Idaho 83628**. If the completed, signed contract and all fees are not received within said ten (10) day period, TXOKO ONA may remove the reservation for the event from its calendar and re-rent the premises without further notice or obligation to the Member/Renter.
- 3) **TXOKO ONA BASQUE CENTER** is implementing recommended guidelines by Southwest District Health to slow the transmission of COVID-19 on its property and in its facility. **TXOKO ONA BASQUE CENTER** is also adhering to all state and local mandates or orders that are in place. **TXOKO ONA BASQUE CENTER** may revise this COVID-19 policy at any time based upon relevant guidance and any local or state mandates in place
- 4) A **\$100.00/\$150.00** cleaning deposit is required for the TXOKO ONA BASQUE CENTER use. The cleaning deposit may be refunded in whole or in part if the member's event does not require excessive cleaning following the event. The TXOKO ONA BASQUE CENTER reserves the right to solely determine and define excessive cleaning.
- 5) The TXOKO ONA BASQUE CENTER reserves the right to reschedule or cancel an event not less than six months in advance of the event date. The deposit will be returned and reasonable efforts made to renegotiate a new event date. Consequential damages, loss of income, or other expenses by the member will not be covered under any circumstances.
- 6) The Member/Renter agrees to indemnify, defend, and hold harmless the **TXOKO ONA BASQUE CENTER**, its officers, and members from any and all demands, claims, suits, actions, or liabilities resulting from injuries or death to any person, or damage or loss of property, which occurs during or is related to, the period covered by this contract, except for injuries or death to any person, or damage or loss to property, caused by or arising from the negligent or willful acts or omission of the **TXOKO ONA BASQUE CENTER**, its officers, or members. **Member/Renter shall pay for any and all damages to the property of the TXOKO ONA BASQUE CENTER, including loss or theft of property, arising out of actions by member, their agents, guests, patrons, and invitees. Member/Renter shall pay damage/loss costs in addition to cleaning and rental fee.**
- 7) The TXOKO ONA BASQUE CENTER is a clean-air facility and **SMOKING IS NOT ALLOWED** anywhere in the building.

- 8) Although no proof of liability insurance is required, it is understood Member/Renter is liable for any damages to the facility caused by any person attending or performing at the rental event. The TXOKO ONA BASQUE CENTER strongly encourages basic liability insurance for Member/Renter's protection in the event of a negative incident. The TXOKO ONA BASQUE CENTER reserves the right to require liability insurance including naming the TXOKO ONA BASQUE CENTER as an additional insured for events that pose an increased risk of facility damage and/or personal injury. Basic Liability insurance coverage will be in the minimum amount of one million dollars in each category of property damage & injury.
- 9) To prevent damage to the building, no decorations, banners or other items may be attached to walls, floors, or ceilings, except as authorized by the board members. Board members must approve all adhesive products prior to use. **Screws, nails, tacks, duct tape, and staples are strictly forbidden.** Only fire-code-approved candles are allowed in the Center. Metallic confetti, pixie dust, incense, smoke, dry ice, or similar items are not permitted. Any equipment or props brought into the Center must meet all fire, building, and life safety codes. All items from an outside vendor must be removed at the close of the event. **An additional cleaning charge of \$150 will be charged for violation of this policy.**
- 10) To prevent grease stains on the concrete/blacktop areas, proper impermeable ground cover will be applied under barbeque/Traeger grills.
- 11) Under-age drinking is not allowed on the property of TXOKO ONA. Member/Renter shall monitor his/her guests to insure underage drinking is not occurring in the Center, the outdoor area, or in the parking lot.

Member/Renters will provide their own beverages and will provide a plan for dispensing beer/wine/alcohol beverages at their events. Member/Renter will comply with all state and local requirements in dispensing alcohol sales to the public. Member/Renter shall maintain their bar and insure that guests do not drink in excess.

For events of more than fifty (50) guests, one or more representatives of the Txoko Ona Board and/or the rental manager may be present during the rental to monitor activities, equipment, supplies, and the premises to provide assistance, information and to generally promote the safety and welfare of TXOKO ONA property and guests.

TXOKO ONA, by and through its representative(s) monitoring the rental event, reserves the absolute right to order disruptive guests to leave the premises and, if necessary, for the safety and welfare of the guests or for the protection and preservation of the premises and improvements, to terminate the rental event, evict all guests and members, and to close the premises. In such an event, there shall be no adjustment of rent paid. Further, upon the report of the incident to the TXOKO ONA Board and review by the Board, the Board may impose an appropriate sanction upon the Member/Renter including, but not limited to: fine; barring the further rental opportunity to the Member/Renter; or suspension or expulsion from TXOKO ONA, INC., pursuant to Sections 8 and 9 of Article I of the Corporation Bylaws of TXOKO ONA, INC.

- 12) The Center is not responsible for merchandise or articles left on the premises.

- 13) The TXOKO ONA BASQUE CENTER reserves the right to obtain audio or visual reproductions of any event for use in promotional material.
- 14) Facility use is not confirmed until this user contract is signed by the TXOKO ONA BASQUE CENTER. TXOKO ONA BASQUE CENTER is not liable for any losses incurred by member if the Center cancels the member's rental due to poor references on TXOKO ONA BASQUE CENTER facility use application.
- 15) The TXOKO ONA BASQUE CENTER reserves the right to deny the use of the facility, and close or cancel an event when deemed in the best interest of the TXOKO ONA BASQUE CENTER.
- 16) For the comfort of all concerned, TXOKO ONA BASQUE CENTER reserves the right to monitor sound levels for each event. It is the responsibility of the member/renter to contain sound within the perimeters of their rented space.
- 17) If the rental event is open to the public, please provide the TXOKO ONA BASQUE CENTER with any promotional items to be used in marketing the event, such as demo tapes, fliers, and posters.

My signature below certifies that I have read, understood, and agree to the TXOKO ONA BASQUE CENTER Member Use Contract. I also agree to be bound by the terms thereof and to be responsible for all rental & equipment fees associated with this event.

Member Name (Printed)

Member Signature

Date

TXOKO ONA BOARD APPROVAL SIGNATURES

Txoko Ona Board Member Signature

Txoko Ona Board Member Signature

Txoko Ona Board Member Signature