



RENTAL/USE AGREEMENT

Please read through this form in its entirety before submitting your request. This will insure that our Community Room meets your needs and outlines the terms and conditions for any rental. After reading through this information, please answer each section fully. The more details that you provide, the more likely the application process will be completed in a timely manner.

RESPONSIBILITIES AND RULES

- The Community Room must be left in the condition in which it was delivered. This may require sweeping, mopping, taking out the garbage and/or recycling and picking up in general. Please allow 30 minutes after the event for your cleanup. Cleaning supplies can be found in the closet.
- No smoking is allowed in the Community Room or on the grounds of the Whole Foods Cooperative.
- Alcohol is permitted in the Community Room with preapproval from the Community Room Coordinator.

SCHEDULING

- The Community Room is available for rental Monday through Saturday from 8:30 a.m. to 7:00 p.m. and Sunday 10:30 a.m. to 7:00 p.m.
- Events will be reviewed for scheduling by our Community Room coordinator. The Whole Foods Cooperative will give preference to events that promote Whole Foods Co-op's mission and vision, is open to the public, has wide appeal to our member/owners, broadens our community's diversity and meets a need in our existing schedule of events.
- Any requested dates may be revoked by the Whole Foods Cooperative if there is a conflict with Whole Foods Cooperative use.
- Applicants may be revoked and/or denied in the future if there is any violation of these rules or abuse of the privilege of using the facility or grounds.
- Events are booked on a first come, first served basis.
- Events may be scheduled up to one year in advance.
- Ongoing events can be scheduled for up to a 12 month period, and then be eligible for renewal. To apply for renewal of an ongoing event, please contact the Community Room coordinator 3 weeks before the last scheduled event. The Community Room coordinator is not responsible for contacting you or automatically renewing your classes.
- Please allow up to 7 working days for your request to be processed after we receive the completed application.
- Multi-level marketing of products and/or services (such as LuLaRoe, doTerra, Amway, Mary Kay, Avon, Scentsy, Young Living, and Juice Plus) will not be considered for rental or use of the Community Room. We also prohibit the promotion and selling of products in direct competition of products that we sell at the Co-op.



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PAYMENT

**The community center is available to member-owners at a rate of \$25 per hour.
Non-member and business rates are \$50 per hour.**

- Member-owners may not rent the community center for business use at the reduced rate. Violation of this policy may result in future reservations being denied.
- Collection of fees, registration, and publicity for classes and/or events held by person/persons or organizations renting the Community Room is the responsibility of the person/persons or organizations renting the Community Room unless otherwise agreed to in advance. Please fill out a class proposal form if you are interested in having the Co-op sponsor your event.
- For any commercial enterprise renting the Community Room, a certificate of insurance with the Co-op listed as additionally insured.

RENTAL RATES, PAYMENTS AND REFUNDS

- Full payment is required to reserve the space for the time and date requested, unless otherwise agreed upon. Payment must be made by cash, check, or money order (payable to Whole Foods Cooperative). Check payments must include the Member-owner number (if the applicant is a Member-owner). Non Member-owners must include their phone number, Driver License state and number on the check.
- The usage rates are outlined above.
- The Facility is locked when not in use. A key must be obtained at Customer Service and responsible party must sign in and out. Non-returned keys will be charged a \$10 fee for a replacement. If users do not show up, fees paid will not be refunded for this event and future reservations may be denied for future reservations.
- Refunds less a \$15 processing fee will only be given when cancellation request is received in writing at least 7 calendar days prior to the permit date. Written refund requests must include a copy of receipt or receipt number. Allow 4 weeks for processing.
- Rental fee waivers may be available for collaborative programs, Whole Foods Cooperative sponsored programs or board approved events, which will be outlined in writing.

WAIVER AND RELEASE

- Applicant must execute and return the attached Waiver and Release to the Community Room coordinator at least 7 days prior to the scheduled event.
- Failure to provide the Waiver and Release and payment at least 7 days in advance will result in cancellation of your rental and related event.



WAIVER AND RELEASE OF LIABILITY ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT

participant's name (please print)

WAIVER AND RELEASE

In consideration of permission to use, today and on all future dates, the property, facilities, staff, equipment and services of Whole Foods Cooperative Community Room, I, for myself, my heirs, personal representatives or assigns, do hereby release, waive, discharge and covenant not to sue Whole Foods Cooperative, its directors, officers, employees and agents from liability from any and all claims, including the negligence of Whole Foods Cooperative resulting in personal injury, accidents or illnesses (including death) and property loss arising from, but not limited to, participation in activities, classes, observation and use of facilities, premises or equipment.

User signature

Date

ASSUMPTION OF RISKS

Activities such as catering, cooking, dancing and exercising, by their very nature, carry with them certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. Whole Foods Cooperative has facilities suitable for such activities.

I have read the previous paragraphs and I know, understand and appreciate these and other risks that are inherent in the activities which may take place in the Community Room. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

INDEMNIFICATION AND HOLD HARMLESS

I also agree to INDEMNIFY AND HOLD Whole Foods Cooperative HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees claimed, filed, alleged or brought as a result of the use and occupation of the Whole Foods Cooperative Community Room and to reimburse the Whole Foods Cooperative for any and all expenses incurred by it as a result of any such claims, actions, suits and procedures.

SEVERABILITY

The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the Commonwealth of Pennsylvania and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

ACKNOWLEDGMENT OF UNDERSTANDING

I have read this waiver of liability, assumption of risk and indemnification agreement, fully understand its terms, and understand that I am waiving, releasing and/or giving up substantial rights, including my right to sue the Whole Foods Cooperative. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability against the Whole Foods Cooperative to the greatest extent allowed by law.

User signature

Date



REGISTRATION INFORMATION

Today's Date
Month Day Year

Contact Person Organization

Address
City State Zip

Phone Number Email Address

Member-Owner Number

Purpose of Meeting/Event

Date/Time of Proposed Rental - when submitting this request please consider setup and cleanup time
Month Day Year
am
pm
Time

How many attendees do you expect? - Maximum 50

Is this event open to everyone or to only a certain group of people?

Will you be charging a fee? If so how much?

Will you be using the kitchen in the Community Center? Yes No

Do you need catering services? Yes No

The Whole Foods Co-op also has catering available for meetings and events. Arrangements must be made at least 7 business days before the event. The renter of the Community Center is responsible for contacting the Café Manager to make arrangements.

Those renting the Community Center can bring their own food and beverages.

I have read the attached forms and agree to abide by these conditions. I understand that this rental is contingent on approval by the Community Center coordinator.

Name

Signature

Date