

## Facilities Use Contract

Mount Madonna Center, hereafter called the Center, and Steve Smith of 18602 Old Monte Rio Road, Gueneville, CA 95446, for 'PYM (Quakers) 7/13', hereafter called the Renter, hereby agree as follows:

### Facilities

The Center will provide workshop space in the CC Main, Maple Room, Orchard House Main, Seminar House Main, and Willow Room, or a comparable facility, and lodging for up to 280 people from 4:00 pm on Monday July 29, 2013 to 1:00 pm on Saturday August 3, 2013 at the following rates:

### Rates

The costs below are dollars per person per day.

Commuting	51
Own Tent	61
Own Van	61
Center Tent	69
Economy	78
Dormitory (4-7 to a room)	88
Triple	97
Double	110
Double with bath	120
Single	137
Single with bath	163

Children aged 2 to 12 staying in the room with a guest will pay 1/2 of the above rates.

**Please note all guest rooms must be vacated by 1 pm.** Room rates include accommodations, three meals per day, applicable state and local taxes, insurance, meeting space, and use of grounds and recreational facilities. Charges are based on actual occupancy, not room capacity – e.g., a room with 3 beds occupied by 2 people is charged as a double. **Renter agrees to house a minimum of 15 guests in the Seminar House.** *There will be a charge of \$2/person/hour for any additional time before 4:00 pm on the start date, or after 1:00 pm on the end date.*

## Meals

The Center will provide three vegetarian meals per day: breakfast 8:15am, lunch 12:30 pm, and dinner 5:00 pm with the following exceptions: Friday dinner 5:30 pm; Saturday brunch 10:00 am, snack (no lunch) 1:00 pm; Sunday breakfast 8:30. To be assured of a complete, fresh, hot meal, guests must arrive within the first half-hour of mealtime. Meals are at the Community Building for the renter, other guests of the Center, and the Center community.

The renter's group will pay for brewed coffee service, which includes caffeinated and decaffeinated. The coffee service be provided at 6:30am and at whatever meals the renter chooses. The brewed coffee fee per service is \$1.50 multiplied by the total number of people in the group. There will be no charge for providing coffee at breakfast (in place of chai).

## Payment and Cancellation Policies

*The renter will pay a deposit of \$2,000 amount upon the signing of this contract.*

"Agreed Upon Revenue" is equal to the number of people specified under "Facilities" above, multiplied by the number of days of the rental specified in the same place, multiplied by the Dormitory rate specified under "Rates" above. For example, if the reservation is for x number of attendees for y number of days, the Agreed Upon Revenue is (x)(y)(dormitory rate above). In this particular case, x = 280, y = 5, and the dormitory rate is \$88 per day. The Agreed Upon Revenue is thus \$123,200.

***Given the renter's substantial use of the copy machine (probably something like 7,000 copies), they may provide their own paper, and pay \$.07/click, or can use the Center's paper at \$.10/click.***

Cancellation charges shall be as follows:

### **If Written Notice Is Received in Advance Payment Due**

Up to 180 days before arrival date	10% of Agreed Upon Revenue
180 days to 121 days prior to arrival date	25% of Agreed Upon Revenue
120 days to 61 days prior to arrival date	50% of Agreed Upon Revenue
60 days to zero days prior to arrival date	75% of Agreed Upon Revenue

These cancellation charges are effective even if the Center is able to arrange an alternative rental. The Center will do its best to offset cancellation fees with replacement revenue, and give some credit to the Renter, at the Center's option, if it is considered feasible to do so. These cancellation charges are not meant as a penalty but reflect the fact that the Center will have both administrative expenses in connection with the rental and, as the date gets closer, will have less and less chance of obtaining a replacement rental. The Center may, in its discretion, reduce these cancellation charges if a replacement rental is obtained, but the Renter should clearly understand that the Center is under no obligation to make a reduction and the Renter should not act in anticipation that a reduction is likely to be made. At the time of the event, payment due shall be paid within the first day of the rental period, and shall be computed at the per person per day rates under "Rates" above, or at the 75% of Agreed Upon Revenue formula above, whichever is greater. Any balance carried forward will incur a finance charge of 1% per month (14% annual rate).

**The minimum due for your workshop is 75% of \$123,200 = \$92,400.**

## **Concurrent Workshops**

The Center may schedule other workshops and activities during this workshop, provided that such activities do not use facilities reserved for the renter or interfere with operations of the workshop.

## **Linens**

The Center will provide linens to the renter's guests occupying indoor accommodations (except for those in economy housing), including sheets, blankets, pillows, and pillowcases. Note: guests must bring their own towels.

## **Rules**

The renter's guests will abide by Center rules, and the renter will help to communicate and insure the rules. Anyone who does not abide by the rules will be asked to leave.

1. Quiet hours are observed 9:00 pm to breakfast. Activities may continue during quiet hours so long as they proceed quietly.
2. Nudity is not permitted where visible to the public.
3. No pets, illegal drugs, or smoking allowed on the property, except that smoking is permitted in specific areas.
4. No adjustments for missed meals or missed days in residence are made for periods less than one week at a time.
5. No food may be brought to the Center. If you have special requests, please speak with us and we will do our best to provide for your needs.

## **Housing Procedure**

No later than two weeks before the rental, renter will inform the Center of the guest list make-up (number of couples, single males/females, other requested configurations, and the types of rooms preferred). We will assign housing on a space-available basis as described in the accompanying letter starting "Dear Friends...." At that two week point, the housing agreed upon by both parties will be confirmed, with the Center guaranteeing the housing arranged, and the renter guaranteeing payment for that number or the contractual minimum, whichever is greater. The same will be true if any additional housing requests are received after that point. The Center cannot guarantee that accommodation requests received later than two weeks out will be accepted. For housing requests received within the last week before the event, those that can be accepted will be surcharged \$5.00 per outdoor accommodation and \$10.00 per indoor accommodation.

## **Arbitration**

In the event that a dispute occurs between the parties with regard to the rights or duties created by this agreement, or in the event of a breach of this agreement by either party, the parties hereto agree to binding arbitration to resolve any such disputes pursuant to the provisions of the California Code of Civil Procedure, Sec. 12811, et seq. Any such arbitration shall take place in the County of Santa Cruz, California.

## General Provisions

This agreement is not a lease and it is agreed by the parties that no tenancy is created hereby.

Renter shall indemnify, defend and hold the Center harmless from any claims, actions, damages, liabilities, costs and expenses (including attorneys' fees and costs) resulting from the loss of life, injury or damage to property arising from any occurrence related to Renter's activities on the Center's premises, or caused wholly or in part by any act or omission of Renter or its representatives. Renter waives any potential claim by Renter against the Center in the event of any such occurrence.

This agreement is intended to be a complete statement of the terms and conditions of the rental, and for the protection of both parties, any modification of this agreement is required to be in writing signed by both parties or it will not be enforceable. This contract shall be void unless signed by Renter and returned to the Center with the required deposit within two weeks of the date alongside the Program Director's signature.

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Brajesh (Jerry Friedberg, Ph.D.)      Date  
Program Director of the Center

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Steve Smith      Date