



Accotink Unitarian Universalist Church

10125 Lakehaven Court

Burke, VA 22015

703-503-4579

RENTAL POLICY

A. AUTHORITIES

1. The **AUUC Board of Directors (BOD)**:

- a. Has overall authority over the AUUC Rental Program, and approves policy for renting AUUC space and facilities.
- b. Delegates to the **Congregation President** the authority to sign leases (rental contracts) for long term (i.e., more than one time use) rentals of AUUC space and facilities.
- c. Delegates to the **AUUC Congregational Administrator (CA)** the authority to administer short term (i.e., one time) rentals in accordance with rental policy and procedures. Such rentals do not require a lease.

2. The **AUUC Rental Committee (the Committee)**, as directed by the BOD and/or the **AUUC Executive Committee**:

- a. Develops policy and procedures for AUUC rentals in accordance with the AUUC mission, values, and By-Laws.
- b. Monitors implementation of AUUC rental policy and procedures and reports as necessary to the Board.
- c. Prepares leases for rental of AUUC space and facilities; obtains signatures of Tenants (long term renters).
- d. Submits leases signed by Tenants to the Congregation President for approval and signature, bringing to the President's attention any provisions which deviate from AUUC rental policies or procedures.
- e. Promptly notifies the Executive Committee regarding the initiation of new leases and the termination of existing ones.
- f. Carries out other functions and responsibilities as specified in **AUUC Rental Procedures (Appendix A)**.

B. RECORDS

1. **Long term rentals.** The Committee will:

- a. Establish and maintain a system of records, or use an AUUC-wide system of records, which will include, for each Tenant, information determined necessary to manage the rental program, to include:
 - Tenant name and contact information
 - Date(s) and timeframe of rental
 - Space(s) reserved
 - Contract fees and terms (how much total, deposit due date, payment schedule, etc.)

b. Maintain a hard copy file of the signed, up-to-date leases for all current Tenants.

2. **Short term rentals:** The CA will maintain such records of short term rentals as are necessary to effectively manage the short term rental program.

3. A copy of **Appendix A: Rental Procedures** will be attached to and become a part of each lease, and will be provided to each Renter (long and short term).

C. RECONCILIATION OF RENTAL INCOME AND COLLECTION OF DELINQUENT RENTAL FUNDS

1. **General.** The Committee will establish procedures for reconciling rental income with rental charges, and for collecting delinquent rental funds.

2. Reconciliation of Funds

a. When a new rental agreement (lease) is approved, the Committee will update the system of records with relevant information from the rental agreement.

c. By the end of each month, the AUUC Treasurer will update the system of records to show for each long term Renter the income received during that month.

d. The Committee will use the system of records to monitor the extent to which Renters are paying the rent owed to AUUC, as specified in their lease.

3. Collection of Delinquent Funds

a. When a Renter is delinquent in paying a rental fee as required by their lease, the Committee will contact the Renter to request payment of the delinquent amount.

b. If contact by the Committee is unsuccessful in obtaining the delinquent amount, the Committee will prepare a letter requesting payment for the signature of the Congregation President.

D. SCHEDULING AND RESERVING SPACE

1. AUUC affiliated/chartered groups, as well as non-affiliated/chartered groups (e.g., scouting and exercise groups, book clubs) comprised primarily of AUUC members, friends, and children of same, will have priority over groups and organizations not primarily comprised of such individuals. It is not sufficient that the individual reserving the space be an AUUC member, etc. The key factor is the composition of the group. This does not mean that an officially approved reservation by a “non-AUUC group” can be cancelled in favor of an “AUUC group.” But until a reservation has been officially approved, AUUC groups will be accorded said priority.

2. Paying groups will have priority over non-paying groups (except AUUC affiliated/chartered and memorial service groups). Again, this does not mean that a paying group can usurp a reservation made by a non-paying group. The priority accorded to paying groups is only relevant if, for example, a paying group and a non-paying group request the same time slot.

3. In situations where there is ambiguity regarding who is entitled to a particular time slot, the Rental Committee will review the situation, consult with the Executive Committee as necessary, and make a determination regarding who should get the time slot.

4. The CA will coordinate as necessary with the Rental Committee (e.g., with regard to requests for discounted fees) and will enter approved events in the church calendar. Reservations may not be made more than one year in advance unless approved by the Rental Committee.

Appendix A

RENTAL PROCEDURES

A. RESERVING SPACE

1. A full calendar of activities by room is maintained at <https://accotinkuu.org/calendar/>. Reservations for specific dates and times must be made through the CA at administrator@accotinkuu.org or 703-503-4579. The CA can provide information on availability and rental fees and can also schedule a tour of the building and/or grounds.
2. Parties interested in reserving space may obtain a Rental Application Form from the CA. Applicants will complete and sign the form and return it to the CA along with the required deposit (See C.1. below).
3. In order to rent church space individuals must be at least 21 years old.

B. ROOM DESCRIPTIONS AND CAPACITIES

1. Sanctuary/Gallery: The maximum occupancy for the sanctuary is 200 people. 165 movable chairs (not folding) are available for use within the sanctuary. An additional 40 chairs can be placed in the overflow area (gallery). A supply of folding chairs (if needed) is kept in the storage closet adjacent to Room 107 (lower level). The sanctuary can accommodate up to 15 eight-foot long tables, each seating eight people. These tables are stored in the sanctuary-level storage closet. The sanctuary is equipped with a sound system that can accommodate up to 4 microphones and a podium microphone. The system has Bluetooth capabilities, and a CD player is available.

2. Kitchen: The kitchen contains a stove, microwave, dishwasher, refrigerator, and coffee maker. There is a supply of dishes, eating and serving utensils. It is not an industrial size kitchen. After use all dishware, utensils, pots, etc. must be washed, dried, and returned to their original storage places.

3. The kitchen pantry door is usually open and unlocked. Renters may temporarily store limited quantities of food and food service items in the pantry for use during their event. However, such items must be removed after completion of the event.

4. Renters may use toilet paper and paper towels as necessary without charge. However, other supplies (e.g., paper plates, plastic utensils, nonperishable food items) may not be used without prior approval by church staff or as referenced in a rental agreement. Also, perishable food items stored in the refrigerator by others may not be used.

5. Lower level rooms: Seven classrooms are available for use in the lower level, as follows:

Room	Approximate Dimensions	Maximum Capacities
107	24' x 14'	28
112	12' x 14'	10
114	24' x 16'	30
116	16' x 12'	10
121	22' x 26'	45
124	20' x 15'	28
126	12' x 12'	10

6. Parking: The parking lot contains 50 parking spaces. Additional on-street parking is available. See para. G.1.d. for additional information.

C. DEPOSITS, FEES, AND DISCOUNTS

1. Security Deposit

- a. A refundable deposit equal to one half the rental fee or \$200, whichever is greater, must accompany each reservation request. Security deposits for long-term or recurring use rentals may be higher, as specified in individual rental agreements. The deposit may be submitted online, with an added 3% convenience fee (which also applies to monthly rental fees submitted in any form other than cash or check).
- b. In addition to the above deposit, AUUC **Tenants** (long term Renters who have a contract with AUUC) must make a \$50 deposit for building keys they receive. The deposit will be refunded when the keys are returned to AUUC.

2. Facility Use Fees: These fees cover only the use of the building and/or grounds. Services of a minister, caterer, janitor, or other services are the responsibility of the Renter. Fees are quoted for the entire contracted time; that time includes set-up and clean-up. Only those rooms expressly contracted for can be used or occupied by the Renter. Use of any other AUUC spaces is prohibited without permission from the Rental Committee or the CA. Violation of the policy may result in a financial penalty or termination of the rental contract at the discretion of the Rental Committee. Standard facility use fees are as follows:

- a. Long-term and recurring use: A separate rental agreement will be negotiated for rental periods exceeding one-time use.
- b. Weddings and other rites of passage ceremonies:
 - \$675 for seven hours, including time for set-up and clean-up.
 - \$420 for five hours, including set-up and clean-up.
 - Both rental blocks include the use of the sanctuary, nursery, kitchen, and two additional rooms. Additional time for either block may be contracted at \$100 per hour.
- c. Other events: Fees are based on the specific space used and the duration of use, including time for set-up and clean-up. Rentals for specific spaces do not provide for use of any spaces not specifically identified in the rental agreement. Use of bathrooms and access to rented spaces is included with all rentals.
 - Sanctuary: \$90 per hour (including use of Gallery).
 - Kitchen: Additional \$10 per hour with any other space. (Kitchen cannot be rented separately)
 - Rooms 114 and 121: \$50 per hour (each).
 - Rooms 107 and 124: \$35 per hour (each).
 - Rooms 112, 116, and 126: \$20 per hour (each).
 - Gallery: \$35 per hour (excluding use of Sanctuary).
 - Church grounds (all outside space excluding Memorial Garden): \$35 per hour.
 - Use of chairs in sanctuary: \$15 per event
 - Use of church sound system: \$50 per event
 - Use of piano: \$50 per event
- d. Exclusive use of the building and church grounds can be scheduled along with any rental wherein a minimum of one-third of church space available is being utilized, for a one-time and additional fee of \$200. Time and duration of event are inconsequential. Exclusive use is only implied and/or guaranteed in conjunction with rental events pertaining to memorial services,

weddings, and child dedications. This also includes any requests for periods of continual silence during any rental activity not described herein.

- e. Fees specified in this policy may be revised by the Committee based on market conditions, AUUC needs, or other relevant factors.

3. Discounts

- a. Non-profit organizations: 25% discount on established fees (documentation required).
- b. AUUC-affiliated /chartered groups: free
- c. AUUC Members and Friends (as defined in AUUC By-laws) in good standing:
 - Free for memorial services.
 - Ceremonial events (weddings, child dedications, etc.): 50% discount, and renter is responsible for opening, set-up, clean-up, and closing of the building.
- d. Others (special circumstances): those not meeting the criteria in 3.a. through c. above may be authorized to receive a discount (not to exceed 15% of the total rental fee) at the discretion of the Rental Committee, and in accordance with the individual circumstances. The Executive Committee may approve discounts greater than 15% if recommended by the Rental Committee.

D. CANCELLATIONS AND REFUNDS OF DEPOSIT

1. Reservations may be canceled by phone with the CA followed within 3 business days by written confirmation.
2. The security deposit will be refunded in full within 30 days of the conclusion of the event, except as follows:
 - a. Cancellation of the event by the requestor two to four weeks prior to the event: 50% withheld
 - b. Cancellation of the event by the requestor less than two weeks prior to the event: 100% withheld.
 - c. Exceeding the rental period: the rental fee(s) for the spaces used in excess of the rental agreement will be withheld (e.g., if the renter is charged \$100 to use a room for 2 hours @ \$50/hour, but instead uses the room for 3 hours, \$50 will be withheld from the security deposit).
 - d. Using spaces not specified in the rental agreement: the rental fee(s) for spaces used in excess of the rental agreement will be withheld.
 - e. Damage to building or grounds: Amounts required to repair damages, including amounts required for special clean-up, will be withheld. Note: Renters are liable for the full cost of repairs, including costs in excess of the security deposit.
 - f. Clean-up: Amounts required for clean-up should the Renter fail to return the space to the condition it was in prior to the start of the rental period will be withheld.
 - g. Violating policies specified in the rental agreement or this document: 100% withheld.
3. If a Renter's activity must be cancelled because AUUC facilities or spaces have been rendered unusable or unsafe due to failure of utilities, damage to property, adverse weather, or any other cause beyond the control of AUUC, AUUC shall not be responsible for expenses incurred or revenue lost by Renter as a result of the cancellation. In such cases, AUUC will reimburse Renter on a per diem/pro rata basis the rental fee paid for the period during which the facilities are unusable. Determination as to usability is at the sole discretion of AUUC.

4. Cancellation of event by AUUC: AUUC reserves the right to cancel reservations for any reason, with or without notice. AUUC will provide as much notice as possible should such cancellation be required, and will work with affected parties to reschedule events at a mutually satisfactory alternate time. Typical reasons for short-notice cancellations include, but are not limited to: adverse weather, failure of utilities, damage to property, or higher-priority AUUC requirements (e.g., emergency meeting or high priority church event). In the event that a mutually acceptable alternate time cannot be negotiated, a full refund will be issued.

E. LIABILITY AND INSURANCE

1. General

- a. AUUC shall not be held accountable for injury to any person(s) or for damage to any property that may be owned or used by the individual/organization contracting for the use of church facilities under this agreement.
- b. Renters shall be liable for damage sustained to church property, such as the extraordinary cost that might be incurred as a result of a food or beverage spill, apart from normal wear and tear.
- c. Renters are responsible for the actions of their participants and accompanying dependents while in the AUUC building and on AUUC grounds.

2. Liability

- a. Renter shall indemnify and hold AUUC harmless from and against any and all liability for personal injuries, property damage, or loss of life or property resulting from, or in any way connected with, the condition caused by its use of the spaces included in this contract or the ingress to or egress from such spaces, except for liability for personal injuries, property damages, or loss of life or property caused solely by AUUC. Renter shall make reasonable compensation for damage to or loss of property of AUUC resulting from, or in any way connected with, uses of spaces included in this contract or the ingress to or egress from such spaces caused by Renter or the Renter's participants. AUUC shall indemnify and hold Renter harmless from and against any and all liability for personal injuries, property damage, or loss of life or property resulting from, or in any way connected with, the condition caused by AUUC's maintenance and upkeep, or failure to do so, of the spaces, except for liability for personal injuries, property damages, or loss of life or property caused solely by Renter or the Renter's participants.
- b. If the Renter uses a caterer for their event, the Renter will provide a certificate of insurance for that caterer to the Congregational Administrator at least 10 days before the event.
- c. Long term Tenants shall maintain liability insurance with personal injury limits of at least \$1,000,000 for death or injury per person, \$1,000,000 per incident, and \$1,000,000 for damage to property. Proof of insurance shall be presented upon execution of a rental contract. Renter shall immediately notify AUUC if insurance is terminated for any reason. Such termination may be cause for immediate termination by AUUC of the contract with the Tenant.
- d. AUUC maintains insurance with a **\$1,000,000** limit per occurrence for personal injury and property damage, and a \$3,000,000 aggregate limit. Evidence of this insurance is available to Renter on request.
- e. If AUUC's insurance rates for fire and other hazards are increased by reason of either: (a) the use to which the premises are put by the Renter, or (b) the character of the Renter, or (c) the manner in which the Renter's activities are carried out, then the Renter shall upon demand pay to AUUC, as rent, the amounts by which the premiums for such insurance are increased.

F. BUILDING MAINTENANCE

1. AUUC is responsible for maintaining all facilities and providing utilities (heating, air conditioning, lighting, fresh water, sanitation, etc.). AUUC will maintain a clean, clutter-free, safe environment for Renter in accordance with accepted commercial practices.
2. When the renter identifies a safety or health related deficiency, the renter will promptly notify AUUC in writing. If the AUUC determines that a significant safety or health risk exists, AUUC will act immediately to correct the deficiency. Routine maintenance items will be corrected within 30 days.
3. Renter will clean all spaces they use, including cleaning restrooms, vacuuming carpets, and mopping as needed, using supplies provided by AUUC. Renter will remove all trash and food items daily, placing trash and recyclable materials in appropriate dumpsters in the parking lot.

G. RULES

In addition to any terms that may be specified in specific rental agreements, Renters will comply with the following requirements. Failure to comply may result in forfeiture of the security deposit and being banned from future rental opportunities.

1. General

- a. AUUC supplies and materials (e.g., art supplies) may not be used or taken without express approval by AUUC staff or the Rental Committee, or as referenced in a rental agreement. Exceptions are toilet paper and paper towels, which may be used without charge. Use of consumable items in either the pantry or refrigerator is strictly prohibited.
- b. Discrimination: Renters must certify that they do not discriminate on the basis of color, gender, race, religion, political affiliation, national origin, sexual orientation, or for any other reason.
- c. Safety and Security:
 - All policies and procedures in the **AUUC Safe Congregation Policy** will be followed by Renters using AUUC facilities.
 - **Tenants** (i.e., long term Renters under contract with AUUC) will be provided with key(s) to the facility and an access code for the security system for use during the rental period. Tenants will not duplicate key(s) and will return all key(s) to the Congregational Administrator at the end of the rental period. Tenants will promptly provide the CA with the names, addresses, and phone numbers of all Tenant staff who have keys and access codes. The CA will train all Tenant staff who are issued a key and access code in the security system. Charges for false alarms traceable to the Renter shall be paid for by Renter.
 - Renters must follow key and lock policies and procedures as specified in the **AUUC Key and Lock Policies and Procedures**. This includes following procedures in the **Building Lock-Up Checklist** (included with rental agreement).
- d. Parking:
 - Parking in the circle at the end of the upper parking lot is prohibited by Fairfax County fire regulations. Violators may be fined by the County or towed at their own risk and expense. The fire lane and entrance to the building identified by yellow painted curbs must be kept clear of parked vehicles except for brief periods to load or unload passengers or cargo. The fire turn-around section at the end of the upper parking lot may be temporarily cordoned off for non-vehicular use (e.g., so children can play safely)

but cordon materials must not preclude immediate access by emergency vehicles if required. Renters may not park in spaces reserved for staff at any time.

- Limited overflow parking on the residential street adjacent to the church is sometimes necessary. However, such parking must be done in accordance with Fairfax County laws. Any parking infractions or towing fees incurred by Renters as a result of illegal parking are the responsibility of the Renter. Individuals parking on the street are advised to avoid blocking residents' driveways.

e. Inclement Weather:

- All AUUC activities are canceled when Fairfax County Public Schools are closed due to inclement weather. In such circumstances involving snow and/or ice, AUUC will not usually clear/treat the sidewalks and/or parking lot. However, even if there are no AUUC activities, Renters with key and security access to the church may still choose to use the building. When they do use the building (and/or parking lot) in such situations, they do so at their own risk and are responsible for clearing snow/ice from parking lots and sidewalks. AUUC assumes no liability in such circumstances and fully expects Renters to be aware of said risk to themselves and their participants.
- During inclement weather, but in situations where AUUC activities have not been canceled, AUUC is responsible for clearing and treating church sidewalks and the parking lot. However, if such clearing and treating has not been done prior to the Renters' event(s), Renters who choose to use and/or enter the building and/or parking lot do so at their own risk.

f. Government Permits. AUUC will be responsible for obtaining all permits and inspections required for use of AUUC facilities in accordance with the contract. Renter will be responsible for obtaining special permits or licenses required for their activities, including but not limited to alcoholic beverage licenses and food handling permits, as required by law.

g. Smoking: AUUC is a smoke-free facility. No tobacco, vaping, or e-cigarette use is permitted anywhere in the building. Smoking is permitted in the roofed-in patio area at the front of the church, but not in areas immediately adjacent to any of the building entrances. Smoking materials must be disposed of in approved containers.

h. Alcoholic Beverages:

- Activities involving the consumption of alcohol will be conducted in strict accordance with Virginia Alcoholic Beverage Control regulations. See www.abc.virginia.gov for specific requirements.
- Renters will notify the Rental Committee through the CA of their intention to serve alcoholic beverages (beer and wine only) at their function. At their discretion, the Rental Committee may request information from the renter regarding said function. If the Rental Committee determines that it would be inappropriate to serve alcoholic beverages at a function, the renter will be so notified.
- The only alcoholic beverages permitted in the facility or on facility grounds are beer and wine in bottles and cans. Kegs, hard liquor, mixed drinks, alcoholic punch and other alcoholic beverages are not permitted. If requested in advance, rare exceptions may be approved by the Rental Committee.
- Alcoholic beverages may not be sold/charged for at functions in AUUC facilities.
- Upon completion of their event, Renter will collect all beverage containers (cans, bottles, etc.) and remove them from AUUC premises.

i. Guns, fireworks, and illegal drugs are not permitted in the church or on AUUC grounds.

- j. Incense or scents may not be used without prior approval by the Rental Committee or church staff.
- k. Set up and take down of tables and chairs are the responsibility of the Renter.
- l. Items left in church by Renters: AUUC assumes no liability for such items. If such items are not claimed within a two week period, AUUC may dispose of them as deemed appropriate by the Rental Committee or church staff.
- m. Excessive noise and behavior which might reasonably be expected to disturb or be disruptive to AUUC's neighbors (including the Ekoji Buddhist Temple) or other users of church facilities are prohibited.
- n. Power Outages: If there is a power failure in the church during a Renter's event/activity, the Renter should contact the CA. The Renter should not attempt to correct the problem themselves.
- o. Heating/Air Conditioning in the Church
 - *Renters must not themselves change the settings on any thermostats in the church, including those which control the heating/AC for the sanctuary. Renters should contact church staff if any changes in heating/AC settings are desired.*
 - When the church heating/AC system is on, Renters should not open windows or doors to the outside in order to modify the temperature or improve air circulation. They may, however, open a door or windows if the system is off.
 - Renters may not open the French doors leading from the sanctuary to the parking lot. These doors are for emergency use only. Note: These doors are old and the locks are difficult to operate. Should the locks be broken, the doors would have to be replaced and a significant expense to AUUC would be incurred.
- p. Condition Upon Completion of Event: At the conclusion of the rental period, the Renter will return all rented spaces to the condition they were in at the commencement of the rental period, or to another configuration as designated by the Congregational Administrator. Renters will lock up the office, designated spaces, and the building at the conclusion of the rental period unless others are present and agree to perform these activities. The alarm system will be set prior to locking the building. All decorations and equipment brought into the church or onto church grounds by the Renter must be removed promptly after the event (i.e., by the end of the rental period).
- q. Deliveries and Storage:
 - Deliveries to – and pick-ups of Renter materials/equipment from – the church are the responsibility of the Renter.
 - On a case by case basis, AUUC will determine whether or not Renter materials/equipment may be stored in the church, and if so, where the materials/equipment shall be stored. AUUC is not responsible for Renter materials/equipment stored in the church.
 - Church staff will accept pre-approved and pre-arranged deliveries and pick-ups only during regular work hours. Deliveries may be made no more than one week before the beginning of the rental period. The Renter will provide reasonable advance notice of deliveries/pick-ups and ensure that deliveries/pick-ups are coordinated with regular church activities and in a manner which will not disrupt activities of the church or other renters.
- r. Memorial Garden: This space may not be used by Renters; visitors to the garden must behave in a manner respectful of the individuals memorialized there.
- s. Outdoor Playgrounds: The AUUC day care playground (the playground immediately behind the church enclosed by wire fencing) may not be used by any Renter other than the Tenant(s) who

have contracted with AUUC to use the day care spaces. All renters may use the large playground at the bottom of the hill, but do so at their own risk.

2. Decorations, Furnishings and Signage

- a. Tape: Only blue painter's tape may be used on walls or floors and must be removed at the end of the day it was applied or by the end of the rental period, whichever is sooner. No other adhesive tape of any kind may be used on walls or floors. Items may be hung using picture molding if installed or may be secured to bulletin boards, corkboards, etc. using tape or other appropriate materials.
- b. Heavy Items: Renters may not bring in heavy items such as baptismal basins that could cause damage to the floors or might exceed the load bearing capacity of the floors.
- c. Use of Non-AUUC Furniture, Equipment, or Other Items. Renter will not bring in items of furniture, equipment, or similar high-bulk objects for use other than when Renter is physically present and the items are in use, unless a suitable storage plan has been approved and attached to the rental contract.
- d. Piano: The Sanctuary houses a grand piano that may not be moved, removed, or abused (e.g., stood upon or used as table top). Further, Renters may not use or play the piano unless authorization to do so has been requested and approved by the Rental Committee. Renters will ensure that after each use the piano is covered, the keyboard is closed, and the piano dehumidifier is plugged in to the nearest electrical outlet.
- e. Signage: Renters may not post or install signs and/or notices of any type on the church building, grounds, or parking lot without prior approval by the Rental Committee or church staff. Exception: Approval is not needed for temporary directional signs. All signs must be removed upon completion of the event.
- f. Art Works: The art works on the sanctuary walls are permanent and must not be handled, removed from the wall, folded back, or disturbed in any way.

3. Damages

- a. Property Damage: AUUC is not responsible for damage to Renter's property while such property is on AUUC premises. If such damage does occur, Renter will promptly report such damage to AUUC. If the party responsible for the damage can be identified, repair/replacement costs will be borne by that party, and the Renter will be responsible for seeking reimbursement for those costs. If the responsible party cannot be identified, Renter will be responsible for any necessary repairs to or replacement of their own property. Renters will exercise care in the use of AUUC property. In the event of damage to AUUC property by Renter or Renter's participants, Renter will report such damage immediately to the Congregational Administrator and will pay AUUC for repair of the damage.
- b. Fire and Other Casualty: In case of fire or other casualty, the Renter shall give immediate notice to AUUC. If the premises are partially damaged by fire, the elements, or other casualty, AUUC shall repair the same as speedily as practicable, but the Renter's obligation to pay the rent shall not cease. If, in the opinion of AUUC, the premises are so substantially damaged as to render them unusable, then the rent shall cease until such time as the premises shall be made useable by AUUC. However, if, in the opinion of AUUC, the premises are so substantially damaged that AUUC decides not to rebuild, then the rent shall be paid up to the time of such destruction and thenceforth the contract shall come to an end. However, the provisions of this clause shall not become effective or be applicable, if the fire or other casualty and damage shall be the result of the carelessness, negligence, or improper conduct of the Renter or the Renter's agents,

employees, participants, licensees, invitees, assignees, or successors. In such case, the Renter's liability for the payment of the rent and the performance of all the covenants, conditions and terms hereof on the Renter's part to be performed shall continue and the Renter shall be liable to AUUC for the damage and loss suffered by AUUC. If the Renter shall have been insured against any of the risks herein covered, then the proceeds of such insurance shall be paid over to AUUC to the extent of AUUC's costs and expenses to make the repairs hereunder, and such insurance carriers shall have no recourse against AUUC for reimbursement.

4. Reimbursement to AUUC: If the Renter shall fail or refuse to comply with any of the terms and conditions of the rental contract, AUUC may carry out and perform such conditions at the cost and expense of the Renter, which amounts shall be payable on demand to AUUC. This remedy shall be in addition to such other remedies as AUUC may have by reason of the breach by the Renter of any of the terms and conditions