

RENTAL AGREEMENT

This contract, made this ____ day of _____ 2014, between _____ (“the renter”), and Browns Point Improvement Club, (“the owner”).

The owner rents the main floor, parking lot, and facilities (the “premises”) of the Browns Point Improvement Clubhouse at 201 Ton-A-Wan-Da Ave. NE, Tacoma, WA, to the renter on the ____ day of _____, 2014 between the hours of 9:00 a.m. and 1:00 a.m. upon the following terms and conditions:

1. **Rent and Use of Premises:** The renter shall pay, in advance, rent in the amount of \$_____ for use of the above premises during the above-named period. This sum is due 30 days prior to the rental date. Renter may not sublease the premises to a third-party. While the renter shall have the exclusive use of the premises on the date and time listed above, the parties acknowledge the premises is adjacent to areas used by the public including, but not limited to, a public park, public and private tidelands, and boat ramp, which are not included in rented premises.
2. **Damage Deposit:** The renter shall deposit the sum of \$ 300.00 / \$200.00
 - All or a portion of such deposit may be retained by BPIC and a refund of any portion of such deposit is conditioned as follows:
 1. Renter shall restore and return premises to owner in its initial condition except for normal wear and tear and minor cleaning by 1:00 a.m., _____ 2014.
 2. Renter shall have remedied or repaired any damage to the premises.
 3. Renter shall surrender to rental agent the keys to the premises. Any refund from the damage deposit, as by itemized statement shown to be due to the renter, shall be returned to the renter in 14 days after use of the premises. No deposit will be refunded until all signs advertising the event have been taken down.
3. **Event Endorsement:**
 - Individuals and families are required to provide copy of personal liability insurance for limits of \$500,000.00 and will name BPIC as the certificate holder.
 - Businesses or non-profit entities are required to furnish evidence of liability insurance in the form of a certificate of insurance, with an additional insured provision naming BPIC as an insured under the same separate but equivalent policy, for limits of \$500,000.00.
 - If alcoholic beverages will be served on the premises, renter agrees to obtain and post the appropriate Washington State Liquor Control Board authorizations and, upon request, provide a copy of such authorization to the owner.
4. **Cancellation Terms and Conditions:**
 - Cancellations must be received in writing 60 days prior to rental date to receive 50% of security/damage deposit. Cancellations made less than 60 days prior will forfeit deposit.
5. **Renter Agrees:**
 - To keep premises in clean condition.
 - To properly dispose of rubbish and garbage by placing it in the dumpster outside the kitchen door. (Boxes must be broken down)
 - To properly operate all electrical, heating, plumbing facilities, fixtures and appliances.

- To return range to clean condition.
- To turn off heat, range and lights, and lock each door and window.
- To put away all tables and chairs; clean neatly stacked and any **tape removed.**
- To not use any tape, tacks, nails, or staples to hang decorations, hooks are provided, and to remove decorations at the completion of use.
- To not use crepe paper or straw for decoration.
- To not allow rice, birdseed, glitter, or silly string in or outside of building.
- To **STOP** playing music by 12:00midnight. (Sundays & weekdays at 10:00 p.m.)
- To have building vacated by 1:00 a.m. and have all belongings removed by this time. Anything left on premises becomes property of BPIC unless other arrangements are made. Not leaving by this time will result in loss of damage deposit.
- To not intentionally, or negligently, destroy, damage, deface, impair or remove any part of the premises equipment, furniture, furnishings, and appliances, and not to permit any invitee or other persons acting under his control to do so.
- To not permit a nuisance or common waste.
- Failure to observe all rules will result in monetary penalties from deposit.
- Renters agree to indemnify and hold harmless the owner, its members and/or officers for damages or liability and any and all claims included but not limited to personal injuries or property damage arising from the rental of this premise. Renters will reimburse BPIC for any and all legal costs, including but not limited to attorney fees due to renter's negligence.
- Renter will not sell alcoholic beverages under any circumstances.

SAMPLE

RENTER: _____
 ADDRESS: _____
 PHONE: _____
 DRIVER'S LICENSE #: _____

Rent and damage deposit fees are to be check or money order. Contract and balance of money are due 30 days prior to actual date. \$300 / \$200 security/damage deposit due immediately to reserve hall. Please keep a copy of contract for your records. Any problems with club policies must be resolved by a Board vote.

For security guard purposes, what time will your guests arrive? _____

- You may pick up the Clubhouse key from Alice Owen the morning of your event, after 9:00 a.m. In witness whereof, the renter has hereunto set his hand and seal the day and year first above written.

Signature

Date

Alice Owen
(253) 927-1042