

**BROWNS POINT IMPROVEMENT CLUB
FACILITY RENTAL AGREEMENT**

This contract is made this _____, between _____ (“the renter”), and Browns Point Improvement Club, (“BPIC”).

The BPIC rents the main floor and parking lot (the “premises”) of the Browns Point Improvement Clubhouse at 201 Ton-A-Wan-Da Ave. NE, Tacoma, WA, to the renter on the _____, between 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 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. Outdoor weddings and/or barbecuing on BPIC property are not permitted under the terms of this agreement. The renter shall have the exclusive use of the building’s main floor and shared use with BPIC members of the parking lot on the date and time listed above. While the renter shall have exclusive use of the building’s main floor pursuant to this agreement, the renter acknowledges BPIC members may use the parking lot and/or boat ramp areas during the rental of the premises. Further, 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, lawn area and boat ramp, all of which are not included in rented premises.

2. **Damage Deposit:** The renter shall deposit the sum of \$400.00. All or a portion of such deposit may be retained by BPIC, and a refund of any portion of such deposit is dependent on the following conditions being met:
 - A. Renter shall restore and return premises to BPIC in its initial condition except for normal wear and tear and minor cleaning by 1:00 a.m., _____.
 - B. Renter shall have remedied or repaired any damage to the premises.
 - C. Renter shall return the keys to the BPIC security guard when vacating the premises at the end of the event, but not later than 1:00 a.m., _____. Any refund of the damage deposit, as by itemized statement shown to be due to the renter, shall be returned to the renter within thirty days after use of the premises. No deposit will be refunded until all signs advertising the event have been taken down.

3. **Event Endorsements:**
 - A. 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.
 - B. 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.
 - C. If alcoholic beverages will be served on the premises, renter agrees to obtain and post the appropriate Washington State Liquor and Cannabis Board

authorizations and, upon request, provide a copy of such authorization to the BPIC.

D. A copy of the Caterer's license and/or Food Establishment Permit

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. **Care and Use of Premises.** The Renter shall 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 renter's control to do so. The Renter further agrees to adhere to the following conditions and terms of use. Renter will **(a)** refrain from using any tape, tacks, nails, or staples to hang decorations from walls or the ceiling (hooks for hanging decorations on the walls are available) and to remove decorations at the completion of the event; **(b)** not use open flame candles or melted wax devices; **(c)** refrain from using rice, birdseed, crepe paper, glitter, silly-string or similar materials in or outside the building; **(d)** keep the premises clean and to properly dispose of garbage in the dumpster outside the kitchen door (all cardboard must be broken down); **(e)** properly operate all electrical, heating, plumbing facilities, fixtures and appliances; **(f)** stop playing music by 10:00 PM on weeknights and midnight on weekend nights; **(g)** return range to a clean, pre-rental condition; **(h)** clean and put away all tables and chairs; turn off heat, range, and lights, and lock all doors and windows upon vacating the building at the end of the event; **(i)** vacate the premises no later than 1:00 AM and to remove all belongings by this time (unless prior arrangements are made, any materials left on the premises may be considered abandoned and become the property of the BPIC); **(j)** not allow any overnight parking on the premises; and **(k)** not sell alcoholic beverages on the premises.

The following activities and/or items are specifically prohibited on the premises and/or BPIC property: (i) outdoor cooking or barbecuing; (ii) bon fires or outdoor fire pits; and (iii) inflatable bounce houses, toys, or similar equipment.

6. **Indemnification and Hold Harmless.** Renter agrees to indemnify and hold harmless the BPIC, 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.

Rent and damage deposit fees are payable via check or money order. Contract and balance of money are due thirty days prior to event date. A \$400 security/damage deposit due immediately to reserve hall. Please keep a copy of contract for your records.

For security scheduling purposes, please indicate when you expect guests to arrive?

Clubhouse keys will be available at 5112 Hyada Blvd. NE, Tacoma, WA 98422, after 9:00 a.m. on the morning of your event. For questions about key availability or other issues, please call Ali Hart at (253) 927-1042 or at bpic.rentals@gmail.com.

Renter hereby agrees to the terms and conditions of this agreement.

Signature

Date

SAMPLE

RENTER'S CONTACT INFORMATION

RENTER: _____

ADDRESS: _____

PHONE: _____

E-MAIL ADDRESS: _____

**FOR PURPOSES OF SCHEDULING SECURITY, PLEASE PROVIDE THE
EXPECTED START AND END TIME FOR YOUR
EVENT:** _____.

SAMPLE