

**BROWNS POINT IMPROVEMENT CLUB
FACILITY RENTAL AGREEMENT**

This contract is made this **DATE** between **SAMPLE** (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 **DATE** between 9:00 a.m. and 1:00am., 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 barbequing 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 \$500 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 11:00pm or 1:00am. on **DATE**.
 - 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, the end of the event, but not later than 11:00pm or 1:00am. on **DATE**
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.

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.

3. **Cancellation Terms and Conditions:**

A. 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.

B. BPIC reserves the right to cancel an event upon twenty-four hours' notice due to snow, ice, or other unforeseen hazardous conditions that may pose a risk to the premises, BPIC staff/volunteers, or Renter's guests. In the event of cancellation under this provision, the BPIC agrees to work with the Renter to reschedule the event at the next available date and/or refund the rental deposit.

4. **Care and Use of Premises.** The Renter shall not intentionally, or negligently, destroy, damage, deface, impair, or remove any part of the premise's 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 12:00 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 **(l)** No Smoking on deck **(m)** Do not dispose of cigarettes in flowerbeds, planters or ground **(n)** smoking in designated area only by main door next to ashtray.

5. Specific Restrictions and Considerations (to be reviewed with and acknowledged by Renter).

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

B. MUSIC & ENTERTAINMENT: Due to the proximity of the premises to neighborhood residents, sound considerations are a concern. Although music

is permitted, the music must be contained at acceptable sound levels to not unreasonably disturb residents. For illustrative purposes only, continuous sound levels exceeding 95 dB (sound levels associated with sporting events or concerts) as measured at the parking lot front gate would be considered unreasonable at any time; whereas sound levels exceeding 55 dB (sound levels associated with a busy restaurant) may be considered unreasonable, depending on the circumstances. The BPIC, in its sole discretion, or in response to complaints from neighbors may require reduction in the music volume or cessation of the music in its entirety at any time. The Renter may also be subject to prosecution for violation of Pierce County Code §§ 8.72.090 (public disturbance noise). [redacted] Renter's Initials.

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 \$500 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 (206) 391-8948 or at bpic.rentals@gmail.com.

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

Signature

Date

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: (NOT THE TIME YOU PLAN TO START SETTING UP)
