

Maltby Community Club Rental Agreement

THE MALTBY COMMUNITY CLUB hereafter referred to as "Club"), being the owner of the community center building and grounds (hereafter referred to as "Building" located at 8711 206th Street SE Snohomish, Wa., permits rental of the building to the following person.

Please Note: The mailing address for the Club is 19504 78th Ave SE Snohomish, WA. 98296

Name: _____

(hereafter referred to as "Renter") to use the Building pursuant to the following terms:

1. **TIME** This rental is for use between _____ am/pm on _____ (date) and _____ am/pm on _____ (date) at which time the Renter shall surrender the Building, it's keys, and it's contents and grounds in the same condition as delivered. The rental period includes time spent for set up, decorating and clean up. A camera may be used to monitor usage.

This agreement is also in force for other times and activities in conjunction with the Rental as agreed prior.

2. **PURPOSE and HOURS** The Building is to be used by the Renter for _____ and it shall not be used for any other purpose. This event is scheduled to begin at about _____ am/pm and is expected to have _____ attend.

3. **RENTAL FEE** The rental fee shall be _____ per day/Hr, total: _____, payable at least thirty (30) days in advance of the date of use. Upon payment of the rental fee, the Club Agent shall deliver a key to the Building to the Renter prior to the event. The key shall be returned on or before the day after use.

4. **INSURANCE** The Renter **will/ will not** be required to procure and maintain for the duration of the Agreement, Special Event insurance against claims for injuries to persons or damage to property which may arise from or in connection with the use of the Building. This may be obtained from the Renter's rental or homeowner's insurance company for a small fee.

At the time of the payment of the rental fee, the Renter shall provide the Club a certificate of insurance evidencing One Million dollars of General Liability insurance covering the premises, products-completed operations and contractual liability. The Maltby Community Club shall be named as an insured on the Renter's General Liability insurance certificate.

5. **DEPOSIT** Upon acceptance (signature) of this Rental Agreement, the Renter shall deposit with the Club Agent, the sum of _____ to be deposited in the Club account by the Club Agent as security for the faithful performance by the Renter of all terms and conditions of this Rental Agreement. The Club may use the deposit to reimburse itself for any expenditure, damage or loss resulting from the Renter's failure to perform the terms and conditions of this Rental Agreement or from the Renter's use of the Building including excess time of use.

The following are some, but not all, examples of fees that may be charged, and amount deducted from deposit based on an inspection conducted after the rental:

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- A cleaning fee of \$50 per person hour will be charged for cleaning and/or repairs for failing to leave the Building and grounds clean and in good repair at the end of the rental.
- A disposal fee of \$20 per bag of garbage will be charged for any garbage and trash which must be removed from the Building and grounds.
- A fee of \$200 or the cost for completion of re-keying of the Building will be charged for failure to return the key(s) or for duplication of the key(s).
- A fee of \$100 will be charged if the stage lights must be adjusted due to changes by the Renter.
- Music and any other noise, including outside noise that might disturb neighbors must end at 10 PM per Snohomish County Code. Failure to end music and other noise may result in a deduction of \$200 from the damage deposit at the discretion of the Club's agent. The renter is responsible for noise from or caused by their guests.

6. **SECURITY** The Renter **will/ will not** be required to hire off-duty deputy(s) to provide security through the Club from thirty minutes before the planned start of the event to thirty minutes after the end of the event . The cost is \$53 an hour per deputy with a minimum of 4 hrs. Any additional time charged will be deducted from the damage deposit or billed to the Renter.

Estimated Cost: _____ deputy(s) @ \$53 per hr, 4 hr minimum. Cost: _____
(Note \$3 charge per hour for administrative costs of *Snohomish County Deputy Sheriff's Association (SCDSA)*. Charges are subject to change at the discretion of SCDSA and any change must be paid by the Renter thru the Club.)

The number of officers needed for a rental will be determined in coordination with the SCDSA representative. The Club will arrange for security. Security is expected to enforce state and locals laws and ensure that noise limits and building capacity limits are obeyed.

7. **MANNER OF USE** This Rental Agreement applies to the Building and adjacent property or grounds. The Renter shall not alter, damage or deface the Building or its contents. The Renter shall not damage any articles or property or remove them from the Building.

- **Music and Other Noise** Music and any other noise, including outside noise that might disturb neighbors must end at 10 PM per Snohomish County Code
- **No Smoking** is allowed in the Building.
- **Occupancy Limit** The renter understands that the building occupancy is limited by law to a maximum of **205 persons** and this number shall not be exceeded.
- All furniture moved or used by the Renter shall be returned to the location where found. **Furniture shall not be moved by dragging items across the wood or other floors.** Damage to the finish of the wood or other floors will result in a deduction from the damage deposit.
- **Decoration Attachment**
Decorations may be attached to the walls, wall corners and other locations by the hooks provided by the Club. Other attachments will require specific written permission or a fee will be charged against the damage deposit. Under no circumstances may decorations be attached by duct tape, scotch tape, staples, thumb tacks, push pins or other sharp objects on doors, tables, chairs, benches, wood floors or other furnishings.

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- **Decoration Removal – Garbage** Prior to surrendering the Building, the Renter shall remove all personal property, including decorations, and garbage from the Building and adjacent property. **All garbage must be removed by the Renter.** The Building must be left in a clean condition or the cleaning fee will be charged from the deposit.
 - Personal property left in the Building by the Renter may be mailed or shipped to Renter at the Renter's address on the Rental Agreement at the Renter's expense and the Club may pay for such mailing or shipping expenses from the deposit.
 - **Parking** The Renter may park renter's and guest's vehicles in the front (south) parking lot and side (west) parking lot and concrete play court. **Vehicles may not be parked on the grass area to the north of the building.** Parking vehicles on this area may damage the septic field. The Renter will be responsible for any damage.
8. **USE OF KITCHEN** The Renter may use the limited kitchen equipment and dishes provided that after such use, the Renter shall clean the kitchen and wash and replace all kitchen dishes. The Renter shall be responsible for the proper operation of kitchen appliances. The Club shall not be responsible for loss or damages associated with the operation of kitchen appliances.
Note: Hot oil or fat is not allowed to be poured down the drains due to possible blockage.
9. **USE OF TABLES AND CHAIRS** The Renter may use the Building tables and chairs **INSIDE** the Building only. All tables and chairs shall be cleaned, folded and stored after use. The Renter shall be responsible for all damage or loss of tables and/or chairs.
10. **ALCOHOLIC BEVERAGES** The Renter may serve alcoholic punches, beer and wine if Renter's intended use is a party or reception. The Renter is responsible for obtaining any needed permits and licenses for the function and for following Washington State and local liquor laws. Excessive drinking or serving alcoholic beverages to a person under the age of 21 is expressly prohibited. The Renter shall indemnify and hold the Club harmless from all liability for improper serving, furnishing or use of alcoholic beverages.
11. **CANCELLATION** The **Renter** may cancel this Rental Agreement up to two months in advance of the date of use by written or telephone notice given to the Club Agent at the address or telephone number stated herein. In such event the Club shall refund the deposit to the Renter. The Renter may not cancel this Rental Agreement if less than two months remain to the planned date of use. If the Renter does not give timely notice of cancellation and fails to use the Building, the Club may retain the deposit as liquidated damages.
- The **Club** may cancel this agreement due to emergencies such as damage to the building or health and safety concerns. If this cancellation occurs prior to the event, this rental agreement will be terminated and all paid deposits and rental fees will be refunded. If the rental agreement must be terminated during the course of an event and the Renter has not violated the conditions of the rental agreement, the Renter will be charged only for the time the facility is actually used. By signing the rental agreement, the Renter gives up any claim for damages if the rental agreement must be terminated under these conditions.
12. **INDEMNITY** Each Renter, jointly and severally, shall indemnify the Club for, or defend the Club against and hold the Club harmless from, any liability, loss, cost, injury, damage or other expenses that may occur or be claimed by or with respect to any person or property on or about the Building and resulting from the use or misuse of the Building by the Renter or Renter's agents, employees, licensees, invitees, or guests or from the conditions of the Building. Each Renter, jointly and severally, shall be liable to the Club for any and all loss or damage to the Building or its contents resulting from use by the Renter.

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13. **ASSIGNMENT** The Renter shall not assign this Rental Agreement or sub license the Building to another party without the expressed written approval of the Club.
14. **COMPLIANCE WITH LAWS** The Renter shall comply with all laws, ordinances, orders, rules, regulations and requirements applicable to the Building of all Federal, State and County governments.
15. **TERMINATION** In the event that the Renter fails to perform any terms or conditions of the Rental Agreement, the Club may terminate all rights of the Renter under this Rental Agreement immediately.
16. **TIME** Time is the essence of this Rental Agreement and each and every covenant, term, condition and provision hereof.
17. **TOTAL AGREEMENT** This Rental Agreement contains the entire agreement between the parties and cannot be altered except by written instruction subsequently executed by the parties hereto.

IN WITNESS WHEREOF, the parties have freely and voluntarily entered into and executed this

Rental Agreement on _____ 20 ____.

Renter Name

Renter Signature

Address

City, State and Zip Code

Phone

Email

MALTBY COMMUNITY CLUB
A Non-Profit Corporation

By: _____

Mail Address: 19504 78th Ave SE
Snohomish, Wa 98296

Note: This is NOT the Club street address.

425-205-5408
For Questions or Problems.

Please note: Damage Deposits are returned via check to the person and address given on this agreement, normally 7 to 14 days after the rental date. Please ensure that the Club representative is advised of any address or other changes.