

SOUTH BAY COMMUNITY ASSOCIATION
BAY CLUB POLICIES AND PROCEDURES

POLICY #B.2.b
DATE APPROVED: 07/14/2017

REVISION:07/08/2021

For-Profit Organization / Non-Member Facility Rental Agreement

This Facility Rental Agreement is made and entered into by and between the SOUTH BAY COMMUNITY ASSOCIATION (Bay Club), a Washington non-profit corporation (hereafter referred to as “the Association”) and the undersigned (hereafter referred as the “The Renter”). For and in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **PURPOSE.** The association owns and manages a recreation center for the benefit of its members in Port Ludlow (hereafter referred to as “the Bay Club”). The Renter may request to rent portions of the Bay Club for private functions on a space available basis. The association agrees to rent the Bay Club, on a space available basis, subject to the terms and conditions of this agreement.

2. **PREMISES.** The association hereby agrees to rent to the undersigned, on a space available basis, the auditorium, kitchen, great room meeting rooms and the lawn and patio of the Bay Club (hereafter sometimes referred to as “the Premises”). The Renter understands and agrees that it will be their responsibility to ensure that the private function is contained exclusively within the area rented pursuant to this Facility Agreement, except for normal ingress and egress and use of the rest room facilities. It is expressly understood that the Renter is prohibited from utilizing the exercise area, woodshop or swimming pool area.

3. **TIME RENTAL.** The rental period may be established by agreement between the Renter and Bay Club Management. In general, hours shall be between **7:30 a.m.** and **8:00 p.m.** In the event that additional time is required for set up, arrangement must be made in advance with the management of the Bay Club and such additional time is at the discretion of said management and may incur additional staffing and hourly room rental charges. All functions must conclude by **10:00 p.m.** and the Renter must exit the premises by **11:00 p.m.**

4. **RESERVATION DEPOSIT.** A reservation deposit in the amount of **\$100.00** shall be paid by the Renter to the Association simultaneously with the execution of this Rental Agreement.

5. SECURITY DEPOSIT. Sixty (60) days prior to the rental period, the Renter shall deliver to the association a security deposit in the amount of **\$250.00** as security for the faithful performance and observance by the renter of the terms and conditions set forth in this Rental Agreement. It is agreed, that in the event Renter defaults or breeches any of the terms and conditions set forth herein, the association may use, apply or retain the security deposit to the extent of required to expend by reason of Renter's default. In the event that the Renter shall fully and faithfully comply, including payment in full, with all of the terms, provisions, covenants and conditions of this Rental Agreement, then the security deposit shall be returned to the renter, without interest.

6. CANCELLATION. In the event of a cancellation the following cancellation fee will apply:

Notice of Cancellation

<u>Days</u>	<u>Fee Due</u>
0-15	100%
16-30	50%
31-90	25%
91-120	0%

7. RENTAL INVOICE PAYMENT Rental fee invoices shall be paid to the association 15 days before the event takes place. Your \$100.00 reservation deposit will be deducted from the total amount due. Your \$250.00 security deposit will be returned to you after the event takes place as long as there is no damage to the facility.

8. USE & SERVICES PROVIDED BY THE ASSOCIATION. The premises are being rented by the Undersigned for meetings, weddings/ receptions, or social purposes, which may include meal service. Any use of the premises other than for the above purposes will be expressly subject to advance written approval of the manager of the Bay Club, which shall ensure that the premises are not used for any unlawful, immoral, improper or offensive use. Additionally, The Bay Club may not be used for religious services.

The association will provide at least one staff member at the Bay Club for the duration of the private function to answer questions and oversee the operation of the Bay Club. The number of tables and chairs will be mutually agreed upon and available prior to commencement of function. It is the responsibility of the Association to arrange to have the tables and chairs set up prior to the private function. With advance notice, the Renter may have use of association china, flatware, and glassware for an additional charge. It is the responsibility of the Renter to clean said dinnerware and return to proper storage locations. Arrangements must be made in advance for any additional services desired by the Renter.

- 9. TERMINATION OF FACILITY AGREEMENT FOR DEFAULT OR BREACH.** If the Renter defaults in the performance of any terms and conditions set forth herein, including compliance with laws, then the association may immediately terminate this Facility Rental Agreement. Moreover, in the event of such default or breach during use of the premises, then the management of the Bay Club shall have the right to immediately eject the users, guests, invitees or other persons admitted to the Bay Club by the Renter.
- 10. SIGNS AND ADVERTISING.** The Renter shall not place or suffer to be placed or maintained on the exterior of the Bay Club or Bay Club real property, any sign, advertising matter or other thing of any kind, without first obtaining the written consent of the Association, which may be withheld for any reason whatsoever. The Association hereby grants permission to the Renter to include the Bay Club on the Renters maps prepared by the Renter solely for the purpose of directional information. The Renter shall not promote the Bay Club in any other marketing materials without the prior express written consent of the Association, which consent may be withheld for any reason whatsoever.
- 11. CONDITION OF PREMISES AND CLEANING.** Immediately following the private function, the Renter shall at their own expense, (1) remove all equipment, musical instruments, supplies, decorations and other personal property from the Bay Club; and (2) Surrender the premises, including the kitchen if utilized, broom clean and in as good condition as they were at the commencement of the rental period. Any additional cleaning that is required by the association shall be billed to the Renter at rates listed on **[Exhibit A]**. The Renter agrees to pay any amounts charged as a result of cleaning and removal of all personal property, the Renter or Renter's caterer agrees to complete and execute a Bay Club cleaning checklist **[Exhibit B]**.
- 12. DAMAGE TO PREMISES.** In the event that the Bay Club, or any portion thereof, is damaged, destroyed or suffers any casualty or unforeseen occurrence which renders the fulfillment of this Facility Rental Agreement by the Association impossible or impracticable, then the Association shall not in any case be held liable or responsible to the Renter or its guests for any damages caused thereby.
- 13. RESERVED RIGHTS.** In renting the Bay Club. Or any portion thereof, the Association does not relinquish the right to control the management thereof or to endorse all necessary and proper rules and regulations for the management, use, operation or maintenance of the Bay Club. The Association, its employees, agents and representatives, reserve and shall have absolute right of entry to the Bay Club, or any portion thereof, during the rental period at any time for any purpose. The Association further reserves the right to eject, or have ejected, any objectionable person or persons from the Bay Club, and upon the reasonable exercise of this authority. The Renter hereby waives any right and all claims for damage against the Association, or any of its employees, agents or representatives.

15. PLACEMENT AND REMOVAL OF PROPERTY. The Renter shall obtain the prior approval of the association, which may be withheld for any reason whatsoever, before installation or delivery of any decorations or other property which will alter the appearance of the premises. All equipment, catering materials, musical instruments, lighting, supplies, decorations, and other personal property shall be removed immediately following the private function. In the event that the renter fails to fully vacate and remove all such property at the end of the private function, then any property remaining shall be conclusively deemed to have been abandoned and at the Association's option said property may be retained or removed by the Association. The Association may have any such property stored at the renter's risk and expense. The Renter shall reimburse any costs or expenses incurred by the Association shall not be liable for any damages or loss to any personal property that may be sustained, either by reason of such removal or the place to which it may be removed. The Association is hereby expressly released from any and all claims for damages of whatever kind or nature.

16. PERSONAL PROPERTY IN THE BAY CLUB. The Association assumes no responsibility whatsoever for any personal property being placed in the Bay Club by the Renter, and the Association is hereby expressly released and discharged from any and all liability for any loss, injury or damage to persons or property that may be sustained by reason of occupancy of the Bay Club under this Rental Agreement.

17. DAMAGE TO THE BAY CLUB. The Renter shall not injure, mar or deface in any manner the Bay Club, or any portion thereof, and shall not cause nor permit anything to be done whereby the Bay Club shall be in any manner injured, marred or defaced. The Renter shall not drive, nor permit to be driven, any nails hooks, tacks or screws, in any part of the said Bay Club, nor shall the Renter make, or allow to be made, any alteration of any kind therein. There are to be no open flames. All candles must be enclosed in glass containers.

18. RESPONSIBILITY FOR INJURY. The Renter agrees to ensure that the premises are properly cared for during the rental period. If during the rental period the Bay Club or any portion thereof shall be damaged by act, omission, default or negligence of the Renter or of the Renter's guests, representatives, employee or any person admitted to the Bay Club by the Renter, except for normal wear and tear, the Renter shall pay to the Association, upon demand, such sum as shall be necessary to restore said Bay Club to its present condition immediately prior to commencement of the rental period. The Renter hereby assumes full responsibility for the character, acts and conduct of all persons admitted to the Bay Club or any portion thereof, by the Renter (or by or with the consent of any person acting on behalf of the Renter), and the Renter agrees to have on hand at all times sufficient qualified staff to maintain order and protect persons and property.

19. INDEMNIFICATION. The renter shall indemnify, defend and hold the Association harmless from and against any and all claims, actions, damages, liability and expense

(including reasonable attorneys' fees) in connection with loss of life, personal injury and/or damage to property arising from or out of the occupancy or use by the Renter of the Bay Club, or any portion thereof, occasioned wholly or in part by any act or omission of the Renter, or any guest, invitee or other person admitted to the premises by the Renter.

20. COMPLIANCE WITH LAWS. The Renter agrees that it will ensure that all of its activities at the Bay Club during the rental period conform to and comply with all federal, state and local laws and ordinances, including police and fire regulations, and the rules and regulations of the association. The use and consumption of alcoholic beverages during a private function must be in compliance with Washington State's Liquor Control Board regulations. The renter shall be responsible for obtaining any required permit from the Washington State Liquor Control Board. Moreover, the renter will not do nor suffer to be done, anything on the premises during the rental period in violation of any such laws, ordinances or rules and regulations, and if the attention of the renter is called to such violation on the part of the renters staff or any guest, invitee or other person admitted to the premises by the renter, then the renter shall immediately desist from and correct such violation.

21. CAPACITY. At no time shall persons be allowed to occupy the premises beyond the maximum capacity or premises being rented by Owner. The maximum capacity may be obtained from the Bay Club Manager.

22. ASSIGNMENT. The Renter shall not assign this rental Agreement, nor sublet the Bay Club, or any portion thereof, without the express written consent of the association, which consent may be withheld at the Association's sole discretion.

23. ATTORNEYS' FEES AND COSTS. In the event of any litigation between the parties with regard to this Facility Rental Agreement, the prevailing party shall be entitled to recover their reasonable attorneys' fees and costs.

24. APPLICABLE LAW. This Facility Rental Agreement shall be construed under the laws of the State of Washington. Venue for any action thereunder shall be in the Superior Court of the State of Washington, Jefferson County.

25. ENTIRE AGREEMENT. This Facility Rental Agreement contains the entire agreement between the parties and shall not be modified in any manner except in writing executed by all parties for the duration stated in this agreement.

IN WITNESS WHEREOF, the parties have executed this Rental Agreement on or about the _____ day of _____, 201__.

Event Date _____ Event Time _____

**South Bay Community Association
120 Spinnaker Pl. Port Ludlow WA. 98365
Phone 360-437-2208 Fax 360-437-0367
bayclub@cablespeed.com**

ASSOCIATION

By: _____

Its: _____

FOR-PROFIT ORGANIZATION/NON-MEMBER:

Name _____

Position _____

Address _____

Phone _____

Signature _____

Exhibit A

ROOM RATES

EVENT SPACE	RATE
Auditorium (includes kitchen)	\$200/hour (up to two hours) \$800/1/2 day \$1500/full day
Small Meeting Rooms No reconfiguration necessary	\$50/hour (up to 4 hours) \$350/day
Staff Fees* (per hour)	\$50
Facility After-Hours Use Fee** Outside of normal business hours	\$150

* Staff Fees are applicable when the SBCA must provide additional staff above normal staffing levels in order to accommodate the event/activity needs that occur in the Clubs rented space, and/or when event occurs outside the hours of normal hours of operation and/or when the renter is unable to return the space to the Club in the same condition upon which it was rented. The renter will be charged at the rate above for the number of hours required in order to bring the space or associated environment back to the condition it was at the time the renter took possession.

** Facility After-Hours Use Fee is applicable when the rental involves access to the facility 2 or more hours before and/or after the Club's normal operating hours of business.

Exhibit A

MISC. SERVICE FEES

Coffee Tea, Water	\$2.00 per person
BBQ Grill	\$25.00 (1) \$40.00 (2)
China/Place Setting	\$2.00/setting
Paper/Place Setting	\$1.50/setting
Linen Table Cloth	\$6.00
Linen Napkin	\$0.85
Linen Table Skirt	\$7.00
Chafing Dish & Fuel	\$10.00
LCD Projector & Screen	\$50.00
Overhead Projector & Screen	\$20.00
PA/Sound System	\$30.00
Stage Lighting	\$75.00
Portable Bar	\$40.00
Piano	\$50.00
Staff	\$50.00/hour
Damage Fee	TBD

Exhibit B

BAY CLUB CLEANING CHECKLIST

Thank You choosing the Bay Club for your event. Your cooperation and adherence to the facility post event check list ensures that the Bay Club is maintained and kept in top condition for the continued enjoyment of all our members and guests.

AUDITORIUM:

- Chairs and tables will be put away by Bay Club staff.
- Wipe plastic table cloths with the Water and Bleach solution located under the sink in the kitchen along with white cleaning towels (Please fold table cloths **WHEN DRY**). If no table cloths are used, please wipe down the tables with the solution.
- Wipe up any spills from the floor, if not sure what to use for this please contact the front desk person who will be happy to assist you.
- Wipe down the portable bar with the bleach solution and clean out the drainage bucket (if used).
- If linens have been rented, please shake off any food debris in trash receptacles and place linens in mess bags provided. Sorting by color or type is not necessary.
- Sweep floor of any food debris. Dustpan and brush is located in the closet next to the men's restroom.
- Empty small trash cans into large trash can in kitchen and empty large trash can when full in dumpster outside (if feasible). If not, **Please** notify front desk.

NOTE: Tables & Chairs

We understand that sometimes the need to move furniture from the original set up request may occur. To keep the impact of possible damage to the auditorium wood flooring from the movement of equipment, we respectfully ask that any furniture especially tables and chairs not be dragged.

KITCHEN:

- Discard all leftover food in large trash receptacle in kitchen and empty any smaller trash receptacles if used into large trash can in kitchen.
- Empty large trash bin into the dumpster, (if feasible). If not, please notify front desk.
- Flatware is to be pre-soaked, washed in dishwasher, dried, returned to drawers and placed facing in the same direction.
- Dishes, glassware, chopping boards, cooking utensils, pots/pans, baking sheets etc. should be washed in accordance with the instructions on the dish washing machine and returned **DRY** to dish carts and cupboards. Please check for lipstick/chap stick marks and clean those off accordingly before putting glasses/cups away.

- Wipe down outside of dishwasher, empty dishwasher food trap into trash and wash out.
- Counters and sinks wiped down with the water and bleach solution.
- If used, please wipe inside and out microwave oven; wall/warming ovens, inside the refrigerator and refrigerator door.
- Run garbage disposal in large double sink by dishwashing machine to clear food waste (Please do not put any food waste in small sinks).
- Wipe out Alto-Shaam (Warming Ovens) and clean food trays if used.
- Rinse out any Dish Tubs.
- Empty any tubs of excess ice outside, if used.
- Sweep floor of food debris.
- Empty large trash bin into the dumpster (if feasible). If not please notify front desk.

BBQ's:

- Make sure propane is turned off after use
- Clean grill racks with wire brush and wipe up any spills /food debris from the BBQ
- Leave outside to cool.
- Please check with Front Desk regarding storage of cold and cleaned BBQ's

PATIO:

- Return outdoor umbrellas and furniture to original positions.
- Wipe down outdoor furniture if spills have occurred.
- Dispose of trash/food waste and cigarette butts in trash receptacles.

The following applies if any food and/or beverages have been served in these rooms:

GREAT ROOM:

- Wipe down tables with bleach /water solution. (Located under the sink in the kitchen next to the coffee maker).
- If linens have been used or rented, please shake off any food debris in trash receptacles and place linens in mesh bags provided. Sorting by color or type is not necessary.
- Notify front desk of any beverage spills as soon as they occur.
- Empty any trash receptacles into large trash can in kitchen and then empty that into the dumpster (if feasible). If not please notify front desk.
- Sweep/Vacuum carpet of any food debris. (These items are located in the cupboard next to Men's restroom).

CARPETED & UNCARPETED MEETING ROOMS:

- Wipe down any tables/counters and surfaces that have come into contact with food and beverages with anti-bacterial wipes (located in storage cupboards in rooms) or bleach water solution (located under the kitchen sink next to the coffee machine).
- Sweep or Vacuum any food debris.
- Notify front desk to any beverage spills ASAP.
- If trash cans are full please empty them in the large trash receptacle in the kitchen, if that becomes full, please empty it into the dumpster outside the kitchen. (If feasible). If not please notify front desk.

DISH WASHING PROCEDURE

- All food must be scraped from plates
- All plates, silverware, and glasses must be rinsed
- Watch for lipstick... It must be scrubbed off by hand
- All china and silverware must be placed in racks
- Slide rack into dish machine
- Start dish machine (see Dish Machine Operation below)
- After wash cycle slide rack out of machine (wash cycle 90 seconds)
- Allow china 2-3 minutes to dry
- Place all china, silverware, and any other items washed, in designated storage spot.

DISH MACHINE OPERATION

- Pull down dish machine doors
- Fill dish machine (Place stopper attached to chain in drain... Hold down FILL button for 5 seconds)
- Open machine and slide in dish rack
- Close machine doors
- Press START button for 3 seconds
- Wash cycle takes 90 seconds
- After all dishes are washed, drain machine (Pull Drain Stopper)
- Remove and rinse drain screen
- Wipe down all counters and stainless steel

If for any reason you are unsure of any of the **BAY CLUB CLEANING CHECKLIST** requirements check with the front desk person: They will be happy to explain, assist, show and help with anything that you are unsure of.