

SOUTH BAY COMMUNITY ASSOCIATION
BAY CLUB POLICIES AND PROCEDURES

POLICY #B.2.b

REVISION:01/01/2025

DATE APPROVED: 02/13/2025

Bay Club Facility Rental Agreement

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

- 1. PURPOSE.** The Association owns and operates a recreation center, referred to as "the Bay Club," primarily for the exclusive benefit of its members. Additionally, and at its sole discretion, the Bay Club may permit limited access as a Community Center for the local Port Ludlow community, and a Conference Facility for the greater peninsula, in a limited capacity. Non-members may request to use designated areas of the Bay Club for private events, depending on space availability and appropriate staff availability. The Association permits the use of select areas, subject to the Bay Club Usage Policy and the terms and conditions outlined in this agreement.
- 2. PREMISES.** The association hereby agrees to allow use of the following areas to the undersigned, on a space available basis, Auditorium (includes Patio and Kitchen), Craft Room, Conference Room, Classroom and Card Room. All other areas within the Club are not available for event use. 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.
- 3. TIME RENTAL.** The rental period will be established by agreement between the Renter and the Bay Club’s Event Coordinator or the SBCA General Manager. Rental periods are limited to the following hours; no earlier than 7:30am and no later than 8pm Monday through Friday, no earlier than 9am or later than 5pm on Saturday and no earlier than 12:00pm or later than 4:00 pm on Sunday.
- 4. RESERVATION DEPOSIT.** A reservation deposit in the amount of \$_____ shall be paid by the Renter to the Association simultaneously with the execution of this Rental Agreement.
- 5. SECURITY DEPOSIT.** At the discretion of the SBCA General Manager, sixty (60) days prior to the rental period, the Renter shall deliver to the association a security deposit in the amount of \$_____ 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 breaches 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 applied to any rental fee balances due or at renter's request returned to the renter, without interest after all rental fees owed to the SBCA are paid in full.

6. **CANCELLATION.** In the event of a cancellation the following cancellation fee will apply: Notice of cancelation 15 days or less, 100% of rental fee due. Notice of cancelation 16-30 days, 50% of rental fee due. Notice of cancelation 31-90 days, 25% of rental fee due.
7. **PAYMENT.** Rental fee invoices shall be paid to the association within 15 days of receipt. If applicable, the reservation deposit will be deducted from the total amount due. Additionally, if requested by the Renter, the security deposit will also be deducted from the total amount due, otherwise the security deposit will be returned to the renter within 3 business days after the event takes place, as long as there is no damage to the facility and all other agreed upon terms have been fulfilled.
8. **USE & SERVICES PROVIDED BY THE ASSOCIATION.** The premises are being rented by the Undersigned for meetings, instructor-led training and social purposes, which may include beverages and meal service. The Bay Club may not be used for any type of religious services, weddings, nor wedding receptions.

The Bay Club will have at least one staff member at the Front Desk, for the duration of the private function to answer questions and oversee the operation of the Bay Club for its SBCA Members. Unless arranged and approved in advance by the Bay Club Event Coordinator or General Manager, the Bay Club cannot guarantee that any onsite support will be available during the event for things such as technical issues involving computers, lighting, audio system or (kitchen) equipment. All known service, technical or equipment needs must be disclosed in advance of the event so that any necessary support can be quantified, approved and arranged. The configuration of the reserved event spaces will be determined and approved in advance of the 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 use Association china, flatware, and glassware for an additional fee. It is the responsibility of the Renter to clean said dinnerware and return it to the proper storage locations.

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 SBCA General Manager, 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 SBCA General Manager, 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 or outside rental 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.

14. PLACEMENT AND REMOVAL OF PROPERTY. The Renter shall obtain the prior approval of the Event Coordinator or SBCA General Manager, 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. 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.

15. 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.

16. 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 of any kind other than chaffing dish fuels (sterno containers) for a buffet table. **All candles must be artificial.**

17. 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 terms of Rental Agreement, order and to protect persons and property.

18. 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.

- 19. 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, state health department and the rules and regulations of the association. The use and consumption of alcoholic beverages during a private function requires the Renter to follow Washington State's Liquor Control Board regulations without exception. The Bay Club Event Coordinator or SBCA General Manager will be the sole source of determining which type of permit or license is required for the Renter to obtain. Then, the renter shall be responsible for obtaining the applicable required permit or license from the Washington State Liquor Control Board (please note; certain event licensing requires an application submission at least 45 days prior to the event). 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. No firearms, whether loaded or not, and whether concealed or not, may be brought into the Bay Club.
- 20. CAPACITY.** At no time shall people occupying the premises be allowed to grow beyond the maximum capacity of space being used. The maximum capacity may be obtained from the SBCA General Manager or Event Coordinator and varies based on type of setup in each area.
- 21. 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.
- 22. 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.
- 23. 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.
- 24. 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 _____, 202__.

Event Date _____ Event Time _____

**South Bay Community Association
120 Spinnaker Pl. Port Ludlow WA. 98365
Phone 360-437-2208 Fax 360-437-0367
gm@sbca.club**

ASSOCIATION

By: _____

Its: _____

FOR RENTER:

Name _____

Position _____

Address _____

Phone _____

Signature _____

Exhibit A (Event Space Rental Rates)

EVENT SPACE	RATE
Auditorium (Includes kitchen)	\$200/hour (up to 4 hours) \$1500/ day
Small Meeting Rooms No reconfiguration necessary	\$50/hour (up to 4 hours) \$350/day
Staff Fees* (per hour)	\$50

* Staff Fees are applicable when the SBCA must provide additional staff above normal staffing levels 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.

RENTERS	DISCOUNT/ RATE
SBCA MEMBERS (AUDITORIUM)	\$100 SET UP FEE
SBCA MEMBERS (SML. MEETING ROOMS)	NO CHARGE
PORT LUDLOW COMMUNITY GROUPS	NO CHARGE** - SM. ROOMS \$100 USE FEE for AUDITORIUM
NON-PROFIT	20%
FOR PROFIT/OUTSIDE RENTAL	N/A
INSTRUCTORS	\$5 USE FEE

** Contingent on using the room “as-is” with no reconfiguration, otherwise use fee of \$10 per day.

Exhibit A

ITEM	RATE
Coffee Tea, Water	\$2.00 per person*
BBQ Grill	\$30.00 (1) \$45.00 (2)
China/Place Setting	\$2.00/setting*
Paper/Place Setting	\$2.00/setting*
Linen Tablecloth	\$7.00
Linen Napkin	\$1.00
Linen Table Skirt	\$10.00*
Chafing Dish & Fuel	\$15.00
LCD Projector & Screen	\$50.00*
Basic PA/Sound System	\$30.00*
Advanced Sound System Requirements - Audio Consultant Required	TBD
Basic Stage Lighting (subject to Gen. Manager advanced approval)	\$100.00*
Advanced Lighting Requirements - Lighting Consultant Required	TBD
Portable Bar	\$40.00*
Piano Use	\$50.00*
Cleaning Fees (Staff time)	\$50.00/hour
Damages	TBD

MISC. SERVICES FEES FOR:	DISCOUNT/ RATE*
SBCA MEMBERS	NO CHARGE
PORT LUDLOW COMMUNITY GROUPS	50%
NON-PROFIT	20%

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 quality condition for the continued enjoyment of all our members and guests.

AUDITORIUM:

- Chairs and tables will be put away by Bay Club staff.
- Wipe down all table surfaces that are significantly soiled.
- 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 advise you.
- If linens have been rented, please shake off any food debris in trash receptacles and place linens in the linen bags provided. Sorting by color or type is not necessary. **Do not place any table skirting in linen bags** – leave all skirting and skirting clips on the stage.
- Clean floor of significant food debris. Dustpan and brush are located in the closet in the kitchen.
- Empty small trash cans into large trash can in kitchen and empty large trash can when full in dumpster outside. If not feasible, **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 if Renter is granted permission to move any items.

KITCHEN:

- Take with you or 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 not feasible, 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 cleanliness. If necessary, re-clean before putting glasses/cups away.
- Wipe down outside of dishwasher, empty dishwasher food trap into trash and wash out.

- Counters and sinks wiped down, so they are free of any visible stains or food.
- If used, please wipe inside and the outside of the microwave oven; wall/warming ovens, inside the refrigerator and refrigerator door.
- Check and remove all food items in Alto-Shaam (Warming Ovens) and clean if significantly soiled.
- Rinse out any Dish Tubs.
- Empty any tubs of excess ice outside, if used.
- Remove any significant food debris from floor.
- Empty large trash bin into the dumpster. If not feasible, 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.

PATIO:

- Wipe down outdoor furniture if spills occur.
- 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:

CARPETED & UNCARPETED MEETING ROOMS:

- Wipe down any tables/counters and surfaces that are soiled.
- Remove any food debris from floor.
- Notify front desk to any beverage spills.
- 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 not feasible, 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... use glass cleaner brushes.
- 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.