Last Revised: 2021-03-01 COVE COPY

Lease - No: 5/15/2022

Date Mailed: 2/16/2022 Please Return with Deposit by: 02/25/2022

Table Arrangement Plan Due By: 04/15/2022

NORMANDY PARK COMMUNITY CLUB RENTAL AGREEMENT

and Regulat	tions:	
from:	to:	for: Birthday Party on the following terms and conditions, and subject to the attached Rules
1500 S.W. S	horebrook Dr	., Normandy Park, Washington to: <u>Larry Jordan</u> ("Renter") on: <u>5/15/2022</u>
The Norma	ndy Park Comr	nunity Club, Inc. ("NPCC") agrees to rent the Cove Building Recreation Center ("Cove Building") located a

- 1. The Base Building Rental Fee for five (5) hours of rental shall be \$1050.00 plus a \$225.00 Service Fee, payable at least 10 days prior to the rental date. The five (5) hours of rental is for the event and does not count set up for the event. Generally, there is no charge for event set up. Set up times must be coordinated with and approved by the Cove Office Manager. Use of the Cove's meadow or Circle of Life (CoL) area is available for an additional \$200.00 Outdoor Rental Fee. In addition to the foregoing Fees, a Rental Confirmation/Damage Deposit in the amount of \$600.00 shall be paid by Renter and shall accompany the return of this signed Rental Agreement. To confirm a tentative reservation of the Cove Building, Renter must sign and return this Rental Agreement within ten (10) days from the Date Mailed (noted above), accompanied by the Rental Confirmation Deposit. The "Lot A" Property Owner-Sponsor must sign in person at the NPCC office within twenty (20) days of the Date Mailed. NO RESERVATION OF THE COVE BUILDING IS CONFIRMED UNTIL THE RETURN OF THIS RENTAL AGREEMENT WITH ALL REQUIRED SIGNATURES AND PAYMENT OF THE RENTAL CONFIRMATION DEPOSIT (ALL WITHIN NO MORE THAN 20 DAYS OF THE DATE MAILED).
- 2. Upon receipt of the signed Rental Agreement, the Rental Confirmation Deposit shall also be considered as a security-damage-key return deposit. In the event of cancellation by Renter, the Rental Confirmation Deposit shall be applied as follows: if NPCC is able to re-rent the Cove Building for the same rental rate (or more) as Renter has contracted to pay, one-half (1/2) of the Rental Confirmation Deposit will be refunded; if NPCC is not able to re-rent the Cove Building for the rental date reserved by Renter, or if the re-rental rate is less than that agreed to be paid by Renter, the full amount of the Rental Confirmation Deposit shall be forfeited to NPCC. If the rental activity does take place, such portion of the deposit that is not required for repairs, damages, other than usual and customary clean-up, un-contracted overtime occupancy, key duplication, locksmith services, re-keying of all locks, etc. shall be refunded to Renter within twenty-one (21) days of the rental.
- 3. Renter acknowledges and agrees that the NPCC shall not be responsible for any claim, loss or damage resulting from fire, theft, event delay/cancellation or other loss that may occur at the Cove Building and premises prior to or during the rental period. Renter agrees to properly police and supervise the rental activity.
- 4. Renter agrees to pay for all repairs and damages to the building, facilities and/or equipment resulting from the rental activity and to pay the cost to replace any damaged furniture, fixtures, equipment, carpet, and personal property. Payment shall be due within fourteen (14) days of written notice from NPCC to Renter.
- 5. Renter agrees to return all **keys at the end of the Rental Event** and in the event of failure to do so, agrees to pay the cost incurred for duplication of the keys, services of a locksmith and re-keying of all locks.
- 6. Renter will conduct no illegal activity upon the premises and will comply with all ordinances of the City of Normandy Park, and state and federal laws. Renter will obtain *and provide copies to NPCC ten days prior to the rental date[s] a banquet permit or such other permits as may be required from the Washington State Liquor and Cannabis Board and* all other permits, licenses, etc. necessary and/or required for the rental activity. Renter agrees not to illegally post any sign within Normandy Park regarding the rental activity and shall remove all signs legally posted or pay for such removal.
- 7. Renter agrees to hold NPCC harmless and to indemnify NPCC from any and all liability, claims, suits, actions, debts, damages, costs, charges and expenses arising or resulting from the rental, use and/or occupation of the Cove Building and premises.

In the event that any claim is made, or suit filed against NPCC by any person alleging loss, injury or damage as a result of rental and/or rental activity, NPCC shall have the option to defend such claim or suit at the expense of Renter or require Renter to compensate counsel selected by NPCC. Renter agrees to pay all costs and expenses of litigation and reasonable attorney fees, along with any recovery for loss or damage.

- 8. If NPCC retains an attorney to enforce or interpret any provision of this Rental Agreement, or in regard to any proceeding regarding this Rental Agreement, Renter, or the rental activity, Renter agrees to pay to NPCC reasonable attorney fees, regardless of whether litigation is commenced, along with all costs and expenses incurred. The jurisdiction and venue for any proceedings regarding this Rental Agreement, Renter and rental activity shall be in King County, Washington, irrespective of the residence of Renter, who hereby agrees to such venue and jurisdiction.
- 9. All rentals of the Cove Building must be sponsored by a "Lot A" property owner, who shall be present during the entire rental period and who agrees to police and properly supervise the rental activity as well. The "Lot A" property owner-sponsor must have paid, in full, the current year's Annual Beach and Grounds Maintenance Fee(s) at the time the contract is signed and at the time the rental activity occurs. (Initial Here).
- 10. NPCC reserves the right to cancel an event due to the direction of state or local governments or any other circumstances beyond our control. In the event of such cancellation, full refunds, if any, will be provided. However, NPCC is not responsible for additional expenses incurred by the renter, or anyone associated with the event in preparing for the event (e.g., catering deposits, entertainment deposits, purchased airfare.) At its sole option, the NPCC may work with the renter to reschedule an event.
- 11. Renter shall read, agree to and initial all provisions in the attached Addendum. (Initial here ______).
- 12. NPCC hereby gives notice that security cameras located outside the front and back entrances are in use to provide security to the building and immediate surrounding areas. The NPCC has approved a Security Camera Use Guidelines that is available in the office if a renter or sponsor wishes to see the Guidelines. It is the responsibility of the renter or sponsor to advise event guests that a camera system is in use outside the main building front and back.
- 13. The Renter, the "Lot A" owner-sponsor, and any other person(s) signing this Rental Agreement agrees to be bound individually by the terms of this Rental Agreement, irrespective of whether Renter is a corporation, LLC, company, business association, partnership or other entity.
- 14. Renter agrees to pay interest at the rate of 12 percent on any amounts due NPCC, if not timely paid, from the date such payment is due under this Rental Agreement, or the date of rental in the event of damage and repairs.
- 15. This Rental Agreement and the Cove Building Rules and Regulations (attached) contain the entire agreement between Renter, "Lot A" property owner-sponsor and NPCC. No other agreements or representations have been made.

Date Signed:	Renter Name: (Signature): Address:		
NORMANDY PARK COMMUNITY CLUB, INC			
Ву:			
	Phone #1	Phone #2	
	E-Mail:		
Please sign and return one copy with your De	eposit.		
Mail to or Deliver to The Cove Building Normandy Park Community Club 1500 SW Shorebrook Dr. Normandy Park, WA 98166 Sponsor must sign in person at Cove Office. Fe	ee-Paid "Lot A" Owner-S	ponsor-See # 9, above.	
Sponsor name:(Signature)Sponsor's Address and Phone	_		
OFFICE USE ONLY	_		
Initial Deposit Received: Amount \$	Date	Ck No	
Rental Fee Received: Amount \$	Date	Ck No	
Service Fee Received: Amount \$	Date	Ck No	
Outdoor Fee Received: Amount \$	Date	Ck No	
Deposit Refunded: Amount \$	Date	Ck No	
Misc. Comments:			

NPCC Phone: (206) 242-3778 NPCC Fax: (206) 433-9975 email: normandyparkcc@yahoo.com

NORMANDY PARK COMMUNITY CLUB Office (206) 242-3778 Public Phone in Hall (206) 433-9975

COVE BUILDING RULES and REGULARATION

(Integral Part of the Rental Agreement)

- 1. The basic and maximum rental period for all events is 5 hours. No event may continue past 12 AM on Fridays and Saturdays or past 10:00 PM Sundays through Thursdays. An hourly rate of 20% of the rental fee will be charged for overtime occupancy. The Cove building is a non-smoking facility. Maximum occupancy is 400 people.
- 2. Rental activity is limited to the Cove building and the **immediate surrounding grounds**. Renters are not allowed to use any other facilities such as the tennis courts, field, and beach or picnic areas.
- **3.** The Cove kitchen is licensed as a **service kitchen**, not a prep kitchen. Food must be prepared offsite, and the Cove kitchen used only for garnishing, reheating, assembling, serving, etc.
- **4.** The Cove building must be vacated within **30 minutes** after the end of the rental period. All decorations and personal property of the renters must be removed from the inside and outside of the building. Failure to comply will be deemed as consent for the NPCC to remove and dispose of such property at the expense of renter.

5. DECORATING

- **Table arrangement plans** should be **made and approved** at least 30 days prior to the event. In the absence of a set-up plan, the room will be configured for 250 people.
- **No tacks, screws or nails** are allowed on floors, ceilings, doors, or painted surfaces inside the building or outside on the deck, bridges, or wood sculptures. Only blue painter's tape is allowed.
- Cove tables and chairs are not allowed off the deck.
- No candles except small votive table candles are allowed in the building or on the deck.
- Only Cove ladders (4' and 6') may be used in the building.
- **6. Confetti, glitter, birdseed, rice, sparklers, fireworks, or sky lanterns** are not allowed in the building or on Cove property.
- **7.** Beer kegs are not allowed inside the building. Once tapped, kegs must remain outside at the north end of the deck. BBQ and grilling must be done outside in the back of the building.

8. CLEAN-UP

- Clear tables and remove all decorations and personal property. Leave tables and chairs on the floor.
- Bag all garbage and deposit in dumpster. There is a \$25 charge/bag for garbage bags left in the building.
- Break-down all boxes and deposit in recycle dumpster along with other recyclables.
- Clean kitchen counters, sinks, stoves, and coffee pots, if used. Mop up spills.
- Make sure toilets are flushed and clog-free. Mop up any restroom accidents. There is an automatic **\$100** charge for extra restroom clean-ups.
- Renter must remove all signs and balloons posted at the Cove. There is an automatic \$50 charge for signs and/or balloons left at the Cove after the event.
- Additional janitorial charges beyond normal cleanup will be deducted from the deposit.
- **9.** No extra lawn mowing, or window cleaning will be done for a rental.

- 10. The City of Normandy Park prohibits posting of signs or balloons on utility poles or street signs.
- **11.** The Meadow Area and Circle of Life patio can be used for wedding ceremonies only. A 30-day notice and \$200 outdoor use fee is required. The fee is due10 days prior to the event.
- **12.** In the event of a power outage prior to or during an event, backup electrical generation systems **MAY NOT BE USED.**
- 13. If a Cove facilities malfunction occurs prior to an event, NPCC reserves the right to cancel the event. If possible, Reasonable efforts will be made to inform the Renter of the cancellation. For cancelled events, the full amount of the base rental fee and a portion of the deposit will be refunded to Renter within twenty-one days of the rental date unless the malfunction or cancellation was caused by Renter, a guest, or an attendee, in which case NPCC may use the full amount of the base rental fee and the deposit to make the repairs necessitated by Renter, the guest[s] and / or attendee[s].
- 14. If a Cove facilities malfunction occurs during an event that results in a hazardous or unsafe situation, the event may NOT CONTINUE. The Renter shall take all prudent actions to evacuate the building until the hazardous or unsafe situation is eliminated. The full amount of the base rental fee and the deposit will be refunded to Renter within twenty-one days of the rental date unless the malfunction, evacuation or termination of the event was caused by Renter, a guest or an attendee, in which case NPCC may use the full amount of the base rental fee and the deposit to eliminate the hazardous or unsafe condition, correct the malfunction and / or make the repairs necessitated by Renter, the guest[s] and / or attendee[s].
- **15.** If alcoholic beverages are to be available at the event the event and the event is advertised, Renters are advised that the Washington State Liquor and Cannabis Board has regulations which may affect such advertising. Renters should contact the Board to assure they are in compliance with such regulations.
- **16.** During the period from approximately November 15 through December 31 of each year the Cove is decorated for the holidays. Renters during this period may not remove or change any of the decorations. Any changes or damage to the decorations or tree will be restored or repaired and the cost of such restoration or repair will be charged against the Renter's damage deposit.

I understand and agree that Renters will incur charges for any property damages or violations of these Rules and Regulations. I understand and agree that these Rules and Regulations are an integral part of the Rental Agreement signed by me. I agree to enforce, observe, and abide by the Rules and Regulation and to ensure that all guests and attendees observe and abide by them as well.

Renter's initials	Date