

2135 Christopher Rd NW, Seabeck WA 98380 | P.O. Box 305, Seabeck WA 98380 | 360-362-8852 | crosbyclubwa@gmail.com

VENUE RENTAL CONTRACT

This Contract is made this month of _____, day of _____, year of _____, between
The CROSBY COMMUNITY CENTER ("CCC") and _____ ("CLIENT").
CCC and CLIENT may be referred to individually as a "Party" and together as the "Parties."

CLIENT INFORMATION

CLIENT Name: _____

CLIENT Address: _____

CLIENT ID#: _____

CLIENT Phone Number: _____

CLIENT agrees to the following terms and conditions:

1. USE TERMS:

The premises are rented for the date(s) of _____

During the hours: _____

Estimated number of guests: _____ (Max. hall occupancy is 180 people)

This contract may not be transferred or reassigned to another party.

2. FINANCIAL TERMS:

(a) The premises rental charges are due the day of rental. The CLIENT may pay for the rental in advance of the rental date.

(a.1) Rental Charge: CLIENT shall pay rental charge in the amount of \$ _____

(b) Full payment is due to reserve the venue unless CCC approves a different payment arrangement in writing.

(c) A reservation is not confirmed until CCC receives the signed contract and any required payment.

(d) After the CLIENT makes payment, CCC will send a confirmation email to confirm the reservation.

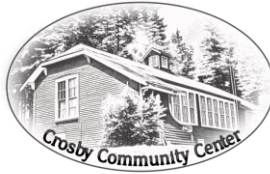
(e) The following incidents are considered violations of the VENUE RENTAL TERMS AND CONDITIONS:

- i. Extended duration of use beyond the original contract.
- ii. Additional cleaning required.
- iii. Damage to property.
- iv. Missing property.
- v. Non-compliance to OBLIGATIONS AND PROCEDURES.
- vi. Alcohol use or alcohol serve that violates this Contract, CCC policy, or applicable law.

(f) If an incident occurs, the CLIENT will be invoiced.

- i. CLIENT agrees to pay all invoiced amounts within the time stated on the invoice.
- ii. CCC may invoice the CLIENT for cleaning, damage, missing items, staff time, security, alcohol-related violations, repair costs, replacement costs, legal fees, and other reasonable costs resulting from the event.

(g) If CCC ends the event early due to a breach of this Contract, including an alcohol violation, the CLIENT remains responsible for any charges incurred.



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- (h) A reservation may be cancelled and refunded in full if written notice is received at least two weeks before the reservation date. There are no refunds for cancellations received less than two weeks before the reservation date. All cancellations must be made in writing, mailed, hand delivered, or emailed. CCC may cancel the reservation at any time if the CLIENT fails to provide required permits, insurance, or other documents required for venue use.

3. CLIENT OBLIGATIONS AND PROCEDURES:

CLIENT shall:

(a) Restrictions:

- i. Do NOT use candles.
- ii. Do NOT use fireworks.
- iii. Smoking is NOT permitted on porches, stairways, or in building.
- iv. Items may ONLY be hung on walls on hooks provided. Do NOT use tape, nails, etc. on walls.
- v. Guest parking is limited to facility or to approved neighborhood areas to ensure accessibility to residents and emergency use vehicles. Parking on Solitude Way is not permitted, Vehicles will be towed without notice.

(b) Clean and sanitary condition:

Keep premises in a clean and sanitary condition. Return grounds, main building, outbuildings, and structures their to original state.

- i. All kitchen items must be washed and returned to their original location.
- ii. Remove own items from refrigerator and premise.
- iii. Empty all trash cans including bathrooms and place into dumpster. Trash cans are to be left completely empty upon leaving. Dumpster must be fully closed.
- iv. Clean and return tables and chairs, properly stacked, to their designated location.
- v. Sweep floors with dustmop.
- vi. Remove event signs, balloons, and other event items from neighborhood.
- vii. Remove all alcohol containers, bottles, cans, kegs, caps, and related waste.
- viii. Clean up spills, broken glass, and any alcohol-related messes before departure.

(c) Equipment and facilities:

Properly operate all electrical appliances, heating, plumbing facilities, and fixtures.

CLIENT is responsible for any damage caused by beverages, ice, kegs, drink stations, or related event equipment.

(d) Damage and conduct:

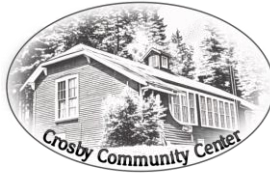
Not intentionally or negligently destroy, deface, damage, impair, or remove any of the premises, their appurtenances, facilities, equipment, furniture, furnishings, or appliances, nor permit any member of CLIENT'S family, invitee, licensee, guest, vendor, or any other person acting under CLIENT'S control to do so. CLIENT is responsible for the conduct of all guests, vendors, bartenders, servers, and invitees.

(e) Fire pit:

If fire pit is used, extinguish fire completely with water, after every use.

(f) Burn ban:

Adhere to Kitsap County Outdoor Burning Ban. See <https://www.kitsap.gov/dcd/Pages/Burn-Ban-Information.aspx> for current information.



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(g) Noise ordinance:

Adhere to Kitsap County Noise Ordinance of 10:00 p.m. See Chapter 10.28 of Kitsap County Code.

(h) Problems or issues:

If there are any issues fulfilling the obligations and procedures, please contact the venue rental coordinator.

4. ALCOHOL USE AND COMPLIANCE:

CCC does not require CLIENT to disclose whether alcohol will be present, but if alcohol is present CLIENT must comply with all applicable Washington laws, local laws, and CCC rules.

CLIENT is solely responsible for compliance with any alcohol-related laws, permits, licenses, server requirements, and event conduct requirements.

CLIENT agrees that CCC is not responsible for alcohol service, alcohol consumption, alcohol-related injuries, alcohol-related property damage, or any claims arising from alcohol at the event.

No alcohol may be sold, exchanged for money or donations, included in cash bars, or made available through any unlawful arrangement.

No alcohol may be served to minors, apparently intoxicated persons, or disorderly persons.

Alcohol service must be monitored at all times by responsible adults or legally authorized servers as required by law.

CCC may stop alcohol service or terminate the event immediately if it determines that alcohol rules, safety rules, or legal requirements are being violated.

CLIENT acknowledges that CCC is relying on CLIENT'S compliance with all alcohol-related laws and rules and is not acting as the provider, monitor, or supervisor of alcohol at the event.

5. INDEMNIFICATION: The CLIENT hereby indemnifies and holds harmless the CCC, and its agents, officers, trustees, and members from any and all damages, actions, suits, claims, or other costs, including reasonable attorney's fees, arising out of or in connection with any damage to any property or any injury caused to any person caused by the CLIENT'S use of the CCC, including, but not limited to, the CCC'S hall, kitchen facilities, rest room facilities, basement, grounds and outbuildings and structures, and means of egress and ingress to the facility. The CLIENT shall immediately notify CCC of any damage or injury of which it has knowledge in, to, or near the CCC, regardless of the cause of such damage or injury.

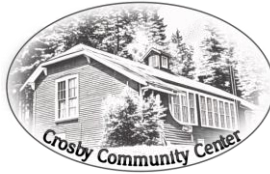
This indemnity includes any claim arising from alcohol service, alcohol consumption, furnishing alcohol, intoxicated guests, underage drinking, fights, property damage, or any violation of liquor laws, permit requirements, or CCC alcohol rules.

CLIENT will defend, indemnify, and hold harmless CCC for claims caused by CLIENT, CLIENT'S guests, vendors, caterers, bartenders, servers, invitees, or any person attending the event under CLIENT'S control.

CLIENT'S indemnity applies even if CCC is named in a claim, lawsuit, demand, investigation, or administrative proceeding related to the event.

Nothing in this Contract obligates CCC to supervise alcohol, enforce alcohol laws, or assume liability for alcohol-related conduct at the event.

6. COMPLIANCE WITH LAWS: The CLIENT shall obtain and maintain any necessary permits, licenses, or other forms of permission necessary to use CCC according to the permitted uses in a lawful manner. The CLIENT shall not use CCC in any manner that would violate any local, state, or federal laws or regulations. The CLIENT hereby indemnifies CCC, its agents, officers, trustees, and members, for any damages, penalties, fines, suits, actions, or



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other costs, including reasonable attorney's fees, arising out of or in connection with the CLIENT'S violation of any local, state, or federal laws, rules, regulations, or ordinances related to the CLIENT'S use of CCC.

If alcohol is present, CLIENT must comply with all applicable Washington alcohol laws, including any permit, licensing, service, age-verification, and conduct requirements that apply to the event.

CLIENT is responsible for ensuring that any bartender, caterer, or alcohol server is properly licensed or permitted if required by law.

Any violation of alcohol laws, permit rules, or CCC event rules is a material breach of this Contract.

CCC may immediately suspend or terminate the event for illegal alcohol service, unsafe conduct, property damage, or any other unlawful activity.

7. **"AS-IS" CONDITION:** The CLIENT agrees to accept CCC premises in "as-is" condition with all faults. This clause does not reduce CLIENT'S responsibilities under this Contract or shift alcohol-related risk to CCC.

8. **DISCLAIMERS:**

CCC reserves the right to revoke permission granted to CLIENTS, organizations, and individuals for use of venue due to previous venue rental and breach of contract. CLIENTS who do not fulfill their obligations as enumerated in this policy may be denied future use. A list of these CLIENTS will be maintained by CCC.

CCC may deny, suspend, or revoke a rental at any time for safety concerns, permit issues, alcohol violations, or breach of this Contract.

CCC's failure to enforce one provision does not waive CCC's right to enforce that provision later.

9. **SIGNATURES:**

IN WITNESS WHEREOF, the CLIENT(s) and CCC Agent, each set their legal name below.

CLIENT Signature / Date

CLIENT Printed Name / Title, if applicable

CCC Agent Signature / Date

CCC Agent Printed Name / Title

Notes: