

2135 Christopher Rd NW, Seabeck WA 98380 | P.O. Box 305, Seabeck WA 98380 | 360-662-6719 | crosbyclubwa@gmail.com

VENUE RENTAL TERMS AND CONDITIONS

CLIENT agrees to the following terms and conditions:

- 1. USE TERMS:** The premises are rented for the the RENTAL USE period entered in the ONLINE CONTRACT FORM. Correction to the RENTAL USE period will be communicated via email to the CLIENT from the CROSBY COMMUNITY CENTER. The original ONLINE CONTRACT FORM and email coorespondance are considered part of the binding agreement between the CLIENT and CROSBY COMMUNITY CENTER.

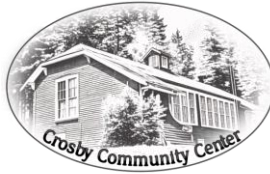
This contract may not be transferred or reassigned to another party.

2. FINANCIAL TERMS:

- (a) Payment is due in full to make a reservation.
- (b) The CLIENT must read and agree to follow the terms of the VENUE RENTAL TERMS AND CONDITIONS document on the ONLINE CONTRACT FORM, which is this document.
- (c) After the CLIENT makes a payment, a confirmation email from the CROSBY COMMUNITY CENTER to the CLIENT will confirm the reservation. The confirmation email is a separate email than the ONLINE CONTRACT FORM payment acknowledgement.
- (d) 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.
- (e) If an incident occurs, the CLIENT will be invoiced.
- (f) A reservation may be cancelled and refunded in full IF the refund is made 2 weeks period to the reservation date. There are no refunds for cancellations received less than 2 weeks before the reservation date. All cancelations must be made in writing, mailed, hand delivered, or emailed.

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) Keep premises in a clean and sanitary condition. Return grounds, main building, stage(s), and outbuildings to original state.
 - i. All kitchen items must be washed and returned to their original location.
 - ii. Remove own items from refridgerator 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.



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- 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.
- (c) Properly operate all electrical appliances, heating, plumbing facilities and fixtures.
 - (d) Not intentionally or negligently destroy, deface, damage, impair or remove any of the premises, their appurtenances, facilities, equipment, furniture, furnishings, and the appliances nor to permit any member of his/her family, invitee, licensee or any other person acting under his/her control to do so.
 - (e) If Fire Pit is used, extinguish fire completely with water, after every use.
 - (f) Adhere to Kitsap County Outdoor Burning Ban. See <https://www.kitsap.gov/dcd/Pages/Burn-Ban-Information.aspx> for current information.
 - (g) Adhere to Kitsap County Noise Ordinance of 10pm (see Chapter 10.28 of Kitsap County Code.
 - (h) If there are any issues fulfilling the obligations and procedures, please contact the venue rental coordinator.
4. **INDEMNIFICATION:** The CLIENT hereby indemnifies and holds harmless the CROSBY COMMUNITY CENTER, 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 CROSBY COMMUNITY CENTER, including, but not limited to, the CROSBY COMMUNITY CENTER'S hall, kitchen facilities, rest room facilities, basement, grounds and out buildings 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 CROSBY COMMUNITY CENTER, regardless of the cause of such damage or injury.
5. **COMPLIANCE WITH LAWS:** The CLIENT shall obtain and maintain any necessary permits, licenses, or other forms of permission necessary to use the CROSBY COMMUNITY CENTER according to the permitted uses in a lawful manner. The CLIENT shall not use the CROSBY COMMUNITY CENTER 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 other costs (including reasonable attorney's fees) arising out of or in connection with the CLIENT'S violation and any local, state or federal laws, rules, regulations or ordinances related to the CLIENT'S use of the CROSBY COMMUNITY CENTER.
6. **"AS-IS" CONDITION:** The CLIENT agrees to accept the CROSBY COMMUNITY CENTER premises in "as-is" condition "with all faults".
7. **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 which 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.