

3. **PAYMENTS & CANCELLATION SCHEDULE:** By reserving the facility, Lessee is blocking the calendar for those dates, and if the Lessee cancels, Lessor may not have enough time to obtain a new Lessee, resulting in a financial loss to Lessor. Therefore, the following payment and cancellation schedule is in effect:

a. Payment and cancellation fee schedule:

Time Period	Payments	Cancellation Fee
With Agreement Submission:	Full Deposit Amount	
90 Days Prior to Rental Start Date:	50% of the Rental Fee*	More than 90 Days Prior to Rental Start Date - Deposit is forfeited.
60 Days Prior to Rental Start Date:	100% of the Rental Fee*	Between 90 Days Prior and 60 Days Prior to Rental Start Date - Deposit & 50% of Rental Fee* is forfeited.
Less Than 60 Days Prior to Rental Start Date:	Fully Paid.	Deposit and 100% of Rental Fee* is forfeited.

- b. Lessor may in its sole discretion refund a larger amount if it is able to rent the space during the period which Lessee contracted for under this Agreement.
- c. Lessee agrees to pay any outstanding amounts (such as damages, etc) within 15 days of demand by Lessor.
- d. Lessor in its sole discretion may deem a failure to make payments on schedule as a cancellation by Lessee.
- e. If Lessee fails to pay their obligations under this Agreement, Lessee agrees to be responsible for all costs of collection, including but not limited to legal fees, administrative costs, and other costs.

- 4. **DEPOSIT:** The Total Deposit Amounts paid under this Agreement are refundable except in the event of damages to the facilities, leaving the facilities in disarray, missing property or an unclean condition, for which Lessor may offset such costs against the Deposit. Lessor shall pay any Deposit refunds which may be due and payable under this Agreement within 30 days after the Term of Rental.
- 5. **DAMAGES:** Lessee is responsible without limitation for any damages to the facilities that occur during the period which Lessee has possession of the facilities, except for natural events (storms, earthquakes, etc.), acts of god and other events which were not under the control or influence of Lessee and Lessee's guests/attendees. If Lessee or their guests/attendees cause damages to the facilities which renders the facilities not ready for possession by the next scheduled lessee, Lessee agrees to obligated for any fees, expenses, costs, penalties or other amounts that Lessor may be obligated to pay.
- 6. **TERM OF RENTAL:** Lessee will take possession of the facilities on the Rental Start Date at the rental start times and shall surrender the facility at the rental end time. Full day rentals start at 8:00am and end at 11:00pm. Half-day AM rentals start at 8:00am and end at 12:00pm, half-day PM rentals start at 2:00pm and end at 11:00pm. Should Lessee fail to vacate the facilities on the Rental End Date at the times set forth in this section, the rental fee from the Rental End Date to the date and time facilities are vacated shall be \$2,000 per day (rounded up the next full day), and Lessee further agrees to obligated for any fees, expenses, costs, penalties or other amounts that Lessor may be obligated to pay as a result of Lessee's failure to vacate.
- 7. **SETUP:** Lessee is responsible for the set-up of chairs, tables and other items which are part of this Agreement. Before the end of the Term of Rental, Lessee shall return such chairs, tables and other items to their proper storage locations, to be left in the same manner as Lessee received them.
- 8. **INSURANCE:** Lessors insurance does not provide third-party coverage. Therefore, Lessee must purchase separate insurance and present to Lessor a "Certificate (or evidence) of Insurance" covering public liability with combined bodily injury and property damage in an amount of \$1,000,000.00 naming the Longbranch Improvement Club as the additional insured or holder for the duration of the rental period. This coverage may be a certificate from the Lessee's homeowner's insurance or a "Short Term Special Events Policy" which are provided by various insurance companies at varying prices. It is advisable to check your insurance carrier or other event liability insurance providers (sources such as www.theeventhelper.com, www.specialeventinsurance.com, etc offer policies at very low cost (under \$100.00)).

9. **HOLD HARMLESS/INDEMNIFICATION:** Lessee agrees to hold Lessor, its officers, members and agents harmless against all loss or damages to any persons or property during the period of Lessee's possession of the facilities. If any claim is made against Lessor for any act or reason during the period of Lessee's possession of the facilities, Lessee agrees to indemnify and bear all responsibility for any amounts Lessor may pay and any costs related thereto, without limitation.
10. **FORCE MAJEURE:** Lessor shall not be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder due to strikes, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes, or any other causes that are beyond the reasonable control of Lessor.

ACCEPTED AND AGREED:

Lessee:

Printed Name

Signature

Date

Lessor (The Longbranch Improvement Club):

Title

Printed Name

Signature

Date

ENCLOSURE A — HOUSE RULES

(January 1, 2018)

1. **Break No Laws:** Lessee, their guests/attendees may not engage in any activity which violates state or federal laws or regulations, as well as Pierce County ordinances.
2. **Smoking:** Smoking is allowed only in the designated smoking area through the double doors to the left of the ballroom. Smoking is not allowed in the building or anywhere on the grounds except for the designated smoking area.
3. **Pets:** No pets of any kind are allowed in the building except certified Service Dogs wearing the Service Dog vest. Owners must keep Service Dogs leashed. Doggie Doo bags may be found on posts adjacent to the walking trails and other areas.
4. **Supervise Children:** The facilities are intended for use by adults. Areas which are difficult to supervise include but are not limited to the stage in the main room, the bathrooms, outdoor areas and the kitchen area. Lessees who allow children in the facility do so at their own risk. Continuous supervision of children is required.
5. **Alcohol Consumption:** Lessor requires Lessee to procure a Banquet permit from the Washington State Liquor Control Board to serve liquor on the premises and abide by all the conditions of the permit. No Host Bars require a Liquor License and a certified bartender to serve. Washington State Law prohibits the serving of alcohol of any kind to minors and/or alcohol impaired guests. Allowing underage or excessive consumption of alcohol is a violation of that law and the lessees will be held responsible for all damages that may result.
6. **Respect the Floors:** The building has hardwood floors throughout that can be scratched or scarred by users who track sand, gravel or mud into the facility. During the pre-rental inspection tour, Lessee should take special note of the floors and note any damage on the inspection form. Renters will be held responsible for all damage to the floors as well as the building and its fixtures.
7. **Garbage:** Lessees will deposit garbage in the designated containers. Full garbage bags should be placed in the dumpster adjacent to the building behind the wood fenced area. Excess garbage (garbage which does not fit into the dumpster or is of such a nature that it should not be placed in the dumpster) must be removed from the facility and grounds by Lessee. All glass bottles (beer, wine, soda, liquor) must be removed by the Lessee.
8. **Kitchen use:** Cutting or chopping on the counter top is prohibited. Cutting boards are provided for this purpose. Dishes, flatware, utensils, cups and glasses are not available for use without a contracted Kitchen use fee and deposit. If the stove is used the pilot light must be shut off at the end of each day and the stove relit the next day for use. Someone must be in the building at all times whenever the stove is lit per Pierce County Fire Marshall regulations.
9. **Furniture use:** All tables are to be wiped down after use and replaced in the table dollies and bins. Chairs, both folding and upholstered are to be replaced to their original storage location. Upholstered chairs are not to be stacked more than 5 high.
10. **Decorations:** Decorations must be applied with painter tape only. No duct, scotch, masking or any other forms of tape may be used. Nails or staples are not allowed. All tape must be removed from the tables, stage doors, window sills or walls.
11. **Rice, birdseed and confetti:** The use of rice, birdseed, confetti or similar small solid materials attracts vermin and therefore is not permitted in the LIC building or anywhere on the grounds. Use of these materials may result in forfeiture of part or all of the deposit.
12. **Conserve Energy:** Our rustic log building is charming, but it is not well-insulated. Conserve valuable and expensive heat by keeping doors closed during use in cool weather. Excessive use of heat, water or electricity will be added to the rental cost at the sole discretion of Lessor.
13. **Overnight camping/parking:** Motorhomes, RV's and tent camping are not allowed during an event without prior authorization. Water is not available for use. Vehicles must only be parked in the vehicle parking lot. Day use tents must be pitched in the large open field near the ball diamond to the north of the building. No RV's or motorhomes are to be parked in front of the building or in the lawn to the north side of the building at any time.
14. **Fires:** No open fires, charcoal grills or fireworks are permitted on the grounds at any time.
15. **No Parking:** The areas marked with NO PARKING signs are fire lanes and are to remain free of vehicles at all times. Signs are not to be moved.
16. **Keys & Alarm Fob:** Lessees who take possession of the facilities for more than one day may be given a key and alarm system control fob. Keys are not to be duplicated for any purpose, the facilities are to be locked at the end of each day and the alarm system armed. Keys and fob must be returned as part of vacating the facilities.