

TIMBERLANE

Timberlane Homes Association Inc.

Professionally managed by Loxoma Community Management Services LLC

Timberlane Community Hall Rental Agreement

This Timberlane Community Hall Rental, Reservation, and Release Agreement is made this _____ day of _____, 20____ by and between Timberlane Homes Association, Inc. ("Landlord") and the undersigned renter.

Renter's Name(s): _____ Contact Number: (_____) _____

Email Address: _____ Alternative Contact Number: (_____) _____

Renter's Address: _____ City: _____ State: _____ Zip Code: _____

Purpose: _____ Number of Guests: _____

Have you purchased event insurance (pg 2)? Yes / No Insurance Provider: _____

Will alcoholic beverages be present (pg 2)? Yes / No Permit Number: _____

Will this rental be a recurring event? Yes / No Explanation: _____

Are you a Timberlane Homeowner? Yes / No Division & Lot Number: _____ / _____

Div. Lot

Do you acknowledge receipt of the Timberlane Community Hall Rental Agreement Addendum? Yes / No

Rental Day and Date: _____ Hours: _____ am/pm to _____ am/pm

Rental Fees	Deposit	Sunday to Thursday 8 am to 10 pm	Friday and Saturday 8 am to 12 am
<input type="checkbox"/> Homeowner	\$300	\$25 per hour up to \$300	\$300
<input type="checkbox"/> Non Homeowner	\$800	\$65 per hour up to \$800	\$800

- Please discuss the rental with us if you represent a club or non-profit organization.
- Homeowners are limited to renting the clubhouse two (2) times per calendar year at the reduced Homeowner Rate. All subsequent requests will be at the non-homeowner rates outlined above.

Rental fees shall be paid to the Landlord by CHECK OR MONEY ORDER ONLY. Please make check(s) and money orders payable to Timberlane Homes Association, as payee. The Renter agrees to pay and understands that s/he will be solely responsible for the items rented from the Landlord. If any items are missing or broken, the Renter is responsible for paying to replace the item(s) at the current replacement cost. Any additional costs or expenses incurred by either party with respect to Renter's use of the Community Hall under this Rental Agreement will be the responsibility of the Renter to pay. If any check is returned for any reason, the Renter will be assessed a fee of \$40.00 per returned item. It is expressly agreed that the Landlord may deduct this charge from the Renters security deposit without further notice.

By signing below, the Renter is agreeing to be bound by the terms of this Rental Agreement and by such additional terms and conditions as are more fully set forth in the Timberlane Community Hall Rental Agreement Addendum, which is attached hereto and incorporated herein by reference.

Renter Signature: _____ Date: _____

Timberlane Homes Association Rep: _____ Date: _____

OFFICE USE: To be filled in by a Timberlane Homes Association Representative

Date Received: _____ Deposit Amount: \$ _____ Money Order Check (check number: _____)

Date Received: _____ Rental Amount: \$ _____ Money Order Check (check number: _____)

Remaining Items Listed Below are Due By _____

Notes: _____

Return Completed Agreement in Person to Loxoma LLC – 13036 SE Kent Kangley Rd. #448, Kent WA 98030
Questions: (253) 387-2200 or Email: support@LoxomaMgmt.com

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I. General Information, Rental Terms, and Use Restrictions

1. This Agreement is for the rental of the Timberlane Community Hall only. The hall contains approximately 20 tables and 150 chairs. The clubhouse office area, swimming pool, locker rooms, and patio are not included as part of the rental agreement and use of these areas is prohibited. If these areas are accessed, a fee equal to 50% of the deposit amount will be charged.

The Clubhouse location address is: 19300 SE 267th St, Covington, WA 98042

2. **Rental Hours:** The time of use for the rental of the Community Hall must run consecutively. Set-up and cleanup shall be done within the hours rented. No early admittance or next day cleanup will be allowed. Refunds will not be given for hours not used. If the Renter accesses the Community Hall earlier or remains later than the time represented in the Rental Agreement, the Renter shall be charged additional rent at the applicable hourly rate set forth in the Agreement.

**** Staying after hours (10 pm Sunday to Thursday and 12 am Friday and Saturday) is strictly prohibited. If the Renter has not left the building by this time a fee of \$100 for each 30 minute increment will be charged. ****

The Association may deduct such charges for additional rent from the Renter's deposit and/or any refund due to the Renter.

3. **Keys and Alarm Code:** The keys and a code to the alarm system will only be issued to the Renter. The Renter is responsible for ensuring that the alarms are set and the keys are returned. The Renter shall be responsible for any damages, liabilities, claims, or losses of any kind whatsoever, incurred by the Renter's failure to properly arm the security system and secure the Community Hall, or return the keys to the Association. A false alarm triggering a security system call or police response will result in a fee, equal to 50% of the deposit amount. The Renter will be charged a re-keying fee if the rental keys are not returned to the business office before 1:00pm on the following business day.
4. **Event Insurance:** Non homeowner renters are required to purchase event insurance for the duration of their rental. This insurance can be purchased through an insurance agency and must have a minimum of \$1,000,000 (one million dollars) in liability coverage. (You can google "event insurance" to find a provider)
5. **Liquor License/Banquet Permit:** Alcoholic beverages are permitted with a valid Special Occasion Liquor license or Banquet Permit (hereinafter collectively referred to as "liquor license"). The Renter must comply and adhere to all requirements for the liquor license. The liquor license and the person who signed for the liquor license must be present throughout the entire event. The liquor license must be posted in a conspicuous place inside the Community Hall during the event. The liquor license must be provided to the Landlord and/or the Landlord's designated Representative at least fourteen (14) days prior to use. Caterers may post their Class I license in lieu of the renter obtaining a Banquet Permit. All state and local laws regarding alcoholic beverages must be strictly adhered to by the Renter, the Renter's agents, guests, and invitees. The Renter must insure that no minors are served alcoholic beverages and that no one who appears to be intoxicated is served alcohol. All alcohol must be removed from the Community Hall at the end of the event. The Landlord, its officers, directors, and agents, expressly disclaim and deny any responsibility for monitoring, supervising, overseeing, or otherwise controlling

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the use or serving of alcoholic beverages by the Renter. (You can find more information and obtain a liquor license at <http://lcb.wa.gov/licensing/banquet-permits>)

6. **Prohibited Activities:** The following is strictly prohibited:
 - a. Use of illegal drugs or controlled substances
 - b. Lewd or immoral conduct
 - c. Rowdiness, brawling or fighting
 - d. Gambling
 - e. Sale of liquor or consumption of liquor by minors
 - f. Excessively loud noise or music (quiet time starts at 10:00 pm)
 - g. Smoking is prohibited inside the Community Hall or within twenty (20) feet of any entrance or such greater distance as made applicable by local code.
7. Limit the number of guests to 310 (per fire code).
8. The Renter must be present during the entire time of the rental.
9. The Renter is responsible for his/her own set-up and cleanup.
10. The Landlord shall not be responsible for any damage to or theft of property belonging to the Renter or their guests and invitees in connection with their use or rental of the Community Hall.
11. The Renter and the Renter's guests must abide by all property policies, local ordinances, county, and state laws.
12. The Renter shall be responsible for informing his/her guests of all the policies.
13. Renters may lease the Community Hall on a re-occurring basis (i.e. every Sunday from 8:00 a.m. to 12:00 p.m.) Such re-occurring rental agreements are valid for the current calendar year only and must be renewed each calendar year thereafter. Fees are subject to change without notice.

II. Making a Reservation

1. Timberlane homeowners may hold a date for a 24 hour time period without a deposit. No other tentative reservations will be allowed.
2. No reservations will be taken by telephone.
3. In order to make a reservation the full deposit amount must be paid.
4. Full payment of rental fee and deposit is due within fourteen (14) days of rental date.
5. Applicants must be at least 18 years of age. Proof and proper identification will be required.

III. Damage Deposit

1. By signing this Agreement, the Renter agrees to pay for any damage exceeding the original damage deposit paid at the time of application. This amount shall be due and payable within thirty (30) days after the event, and a \$25.00 late fee will accrue each day thereafter.
2. The damage deposit will be returned within thirty (30) days following your rental of the Community Hall, via the U.S. Postal Service, on the condition that the rented facility and/or equipment was left in satisfactory condition according to the terms and conditions of this Agreement.
3. Notice: The entire damage deposit will be forfeited if the police are called to the rental property.

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IV. Cancellation

1. The Renter must notify Landlord in writing of any cancellations at least fourteen (14) days prior to the rental date. Cancellations received by the Landlord after such deadline and cancellations by phone will not be accepted and the Renter will still be bound to the terms of the Rental Agreement.
2. If the Renter notifies the Landlord in writing of a cancellation fourteen (14) days prior to the rental dates, the Renter shall receive a refund of all rental fees and deposits paid to the Landlord, less a \$150.00 administrative fee per cancellation.
3. Deposits are fully refundable.

V. Parking

Parking is available on city streets or in the Timberlane Community Hall parking lots for your guests. Do not drive or park, even temporarily, on sidewalks or landscaped areas. Your guests may not block a residential driveway during the event. If you have any questions, please ask. If you violate this parking policy a fee of \$50 plus costs to repair damages will be charged.

VI. Heating and Cooling System

Timberlane Community Hall is not equipped with an air conditioner. The heat controls should not be set above 72 degrees or below 50 degrees. If you have any questions, please ask.

VII. Set-up and Tear-down

1. The terms, "set-up" and "tear-down", as used herein, shall mean the use of the Community Hall and related facilities for moving in and out equipment and preparing for and cleaning-up after the event. Time required for set-up and tear-down must be included in the rental period; facilities will not be available prior to the start time indicated in the Rental Agreement.
2. Vehicles involved with the set-up and tear-down cannot block traffic. Service and event vehicles need to be parked in the parking lot once they have unloaded. Vehicles are not to be driven or parked on the landscaped areas for any reason.
3. If you have rental items arriving prior to your event, you will need to get approval from the Landlord to store said items in the Community Hall or related facilities.
4. The Renter shall not remove any items from the Community Hall that belong to other Renters or to Timberlane Homes Association, Inc. This includes: electronic equipment, kitchen, food/beverage items, furniture, linens, and any décor that belongs to the building or its staff.

VIII. Decorations

1. No nails, duct tape, glue, or anything that damages the walls, ceilings, or windows should be used in the Community Hall. All decorations including putty, tape, and staples must be removed at the end of the event.
2. Throwing rice, birdseed, or confetti inside or outside the Community Hall is not permitted.
3. Candles permitted only in votives or enclosed containers.
4. No decorations of any kind should be hung from the ceiling.

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5. Any third party rental items must be removed from the Community Hall immediately following the event unless alternative arrangements are made.

IX. Food Prep Area

1. The food prep area shall be left in its original condition. This area only contains a single refrigerator and a microwave. It does not contain a sink, running water, or a stove.
2. The Landlord does not supply any of the following items: beverages, food, condiments, pots and pans, cooking utensils, or table linens.
3. All garbage, food, and beverages must be removed from the Community Hall following the event.

X. Renter's Cleaning Responsibilities

1. Timberlane Community Hall will be inspected by the Landlord or the Landlord's Representative or designated personnel prior to and after use to check for cleanliness, damage or loss of equipment. This includes restrooms, kitchen area, parking areas, and sidewalks.
2. All furnishings (tables, chairs, play house, etc.) must be returned to their original arrangement. The Renter will be responsible for all damages, loss of equipment, and lack of cleanliness.
3. At the end of the rental, the Renter must perform the following tasks:
 - a. All tables and chairs of the facility need to be wiped down and put away.
 - b. All sinks and countertops must be wiped down.
 - c. All floors must be free of spills and swept.
 - d. Lights must be turned off (excepted as marked).
 - e. Windows must be closed and locked.
 - f. All personal belongings must be removed at the end of the event.
4. All trash must be picked up from the hall, parking lot, and playground area following your event. Trash must be taken to and placed in the dumpster located in the small parking lot. If trash is left on the grounds and/or not taken to the dumpster a fee, equal to 50% of the deposit amount, will be charged. The Renter is responsible for communicating this to all guests and those companies affiliated with the renter's event.
5. The Renter is responsible to make sure the doors are locked and the alarm is set as they leave.
6. If the Community Hall is not clean based on these terms and conditions, a minimum fee equal to 50% of the deposit amount, will be withheld from your deposit. Any damages will be assessed and charged to the Renter.

XI. Assignment and Subletting

Without the prior written consent of the Landlord, the Renter shall not assign this Rental Agreement, or sublet or grant any concession or license to use the Community Hall or any part thereof. Consent by the Landlord to one assignment, subletting, concession, or license shall not be deemed to be consent to any subsequent assignment, subletting, concession, or license. An assignment, subletting, concession, or license without the prior written consent of the Landlord, or an assignment or subletting by operation of law, shall be void and shall, at the Landlord's option, terminate this Rental Agreement.

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XII. Reservation of Cancellation Rights

The Landlord, Timberlane Homes Association, Inc., reserves the right to cancel this Rental Agreement for any reason, and at any time, including without limitation for non-payment of rent or for the Renter's non-compliance with any of the rules, terms, and conditions set forth herein. The Landlord reserves the right to require proof of insurance fourteen (14) days prior to the scheduled rental date, as condition precedent to the performance of its obligations under this Agreement.

XIII. Jurisdiction

The District or Superior Courts located in King County, Washington may exercise jurisdiction over the Landlord or the Renter with respect to this Rental Agreement or any claim arising there from.

XIV. Attorneys' Fees

In the event any action, lawsuit, or proceeding is instituted to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees and court costs incurred. Attorneys' Fees: If the Landlord has to take any action to enforce the terms of this Agreement or collect amounts due hereunder from the Renter, the Landlord shall be entitled to recover its reasonable costs of enforcement or collection, including without limitation reasonable attorneys' fees.

XV. Emergency Phone Numbers

- o If you have any problems during your function please call your volunteer rental coordinator and leave a message.
- o If it is an emergency, please call the police, fire & rescue, or ambulance by dialing **911**.

XVI. Release and Hold Harmless

IN CONSIDERATION OF RECEIVING PERMISSION TO USE THE TIMBERLANE COMMUNITY HALL FOR THE PURPOSE HEREIN DESCRIBED, THE UNDERSIGNED RENTER HEREBY RELEASES TIMBERLANE HOMES ASSOCIATION, INC., ITS AGENTS, OFFICERS, DIRECTORS, AND EMPLOYEES FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, ACTIONS AND CAUSES OF ACTION WHATSOEVER, INCLUDING ACTIONS BASED ON NEGLIGENT CONDUCT, ARISING OUT OF OR RELATED TO ANY LOSS, DAMAGE OR INJURY, INCLUDING DEATH, THAT MAY BE SUSTAINED BY THE UNDERSIGNED, OR ANY OF HIS OR HER GUESTS OR INVITEES WHILE IN THE TIMBERLANE COMMUNITY HALL OR ON ASSOCIATION PROPERTY. IT IS FURTHER UNDERSTOOD THAT THIS FULL RELEASE AND WAIVER OF LIABILITY IS BINDING ON THE RENTER'S HEIRS, PERSONAL REPRESENTATIVES, LEGAL REPRESENTATIVES, SUCCESSORS, AND ASSIGNS.

Print Name: _____

Renter Signature: _____

Date: _____

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*****Pool Deck OFF LIMITS at All Times*****

No Early Admittance – No Next Day Cleanup

- Rental Period ○ Renting Sunday to Thursday 8am to 10pm
 ○ Renting Friday or Saturday 8am to 12am

Before you leave:

- Return all furnishings to their original arrangement (tables, chairs, etc.)
- Wipe down and put away all tables and chairs.
- Wipe down all sinks and countertops.
- Make sure the floors are free of spills and swept/mopped.
- Turn off lights (excepted as marked).
- Close and lock windows.
- Remove all personal belongings.
- Take all trash to and place it in the dumpster that is located in the small parking lot.
- Set the alarm.
- Lock the doors.

If the facility is not clean based on these terms and conditions a minimum fee, equal to 50% of the deposit amount, will be withheld from your deposit. The renter will be responsible for all damages, loss of equipment and lack of cleanliness. If you have any questions, please ask.