



Willapa Harbor Chamber of Commerce

PO. Box 1249 * South Bend, WA 98586 * www.visit.willapabay.org * 360-942-5419 * e-mail: visitorinfo@willapabay.org

Willapa Harbor Community Center Agreement

Agreement entered into by and between Willapa Harbor Chamber of Commerce (hereinafter referred to as WHCC) and

TENANT: PACIFIC CO. SHERIFF'S OFFICE (Hereinafter Referred to as Tenant)

MAILING ADDRESS: PO BOX 27, SO. BEND

HOME TELEPHONE: 360 875 9395 CELL: — WORK: 360 875 9395

E-mail address: T.FOSSE@CO.PACIFIC.WA.US

Rental Fees:

Weekend Rental <i>includes kitchen</i>	\$400.00	<table border="1"> <thead> <tr> <th colspan="2">WHCC Notes</th> </tr> </thead> <tbody> <tr> <td>Rental fee:</td> <td>\$ _____</td> </tr> <tr> <td>Kitchen fee:</td> <td>\$ _____</td> </tr> <tr> <td>Security deposit:</td> <td>\$ _____</td> </tr> <tr> <td>Total:</td> <td>\$ _____</td> </tr> </tbody> </table>	WHCC Notes		Rental fee:	\$ _____	Kitchen fee:	\$ _____	Security deposit:	\$ _____	Total:	\$ _____
WHCC Notes												
Rental fee:	\$ _____											
Kitchen fee:	\$ _____											
Security deposit:	\$ _____											
Total:	\$ _____											
Friday setup, Saturday, Sunday clean-up by 1:00 pm												
Additional Day	\$200.00											
Damage/Cleaning Deposit	\$500.00											
Daily Rental—up to 8 hours (\$275-damage/cleaning deposit)	\$200.00											
By-The-Hour Rental	\$ 50.00 (first 3 hours)											
Additional Hours	\$ 25.00 (per hour)											
(\$150-damage/cleaning deposit)												
Hourly rental rates <i>do not</i> include kitchen-----additional \$100.00												

- The fee charged to the Tenant is for use and occupancy of the building and all of the covenants and conditions set forth in this Agreement. The rental/deposit fee shall be deposited into WHCCoC bank account.
- One-half (1/2) of the security deposit is non-refundable if cancellation is received 45 days or less prior to scheduled event.
- The deposit shall be refunded upon a satisfactory inspection by WHCC Staff and if the key is returned by the Tenant.
- It is the TENANT'S RESPONSIBILITY to obtain the Community Center keys from the WHCC Office or other location as instructed. Arrangements must be made in advance.

DATE & TIME OF USE:(Ensure time includes set-up and clean-up)

DATE: 1-3-2013 FROM: 3:00 pm UNTIL: 10:00 pm.



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SPECIFIC PURPOSE FOR BUILDING USAGE:

DEPARTMENT MEETING

Approximate number of people to attend function? 45 (189 maximum)

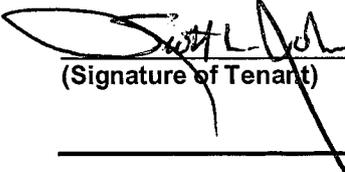
Approximate number from Willapa Harbor area 45 / Approximate number from outside Pacific County 0

INDEMNITY:

Tenant agrees that it shall indemnify and hold harmless the WHCC from any and all claims, causes of action, demands, judgments, costs and expenses (including attorney's fees) arising from Tenant's use or occupation of the premises. Tenant agrees that its obligation to indemnify and hold harmless the WHCC shall include any and all claims for personal injury, wrongful death and property damage and shall include, to the extent permitted by law, claims, causes of action, judgments, costs and expenses (including attorney's fees) arising in whole or in part, from the negligence of WHCC. Tenant agrees that in the event that any action is commenced against the WHCC because of such claim, Tenant agrees to defend the WHCC in such action at Tenant's sole expense by counsel reasonably satisfactory to the WHCC. Tenant shall also be responsible for payment of all costs of maintenance, agency service calls, cleaning and repair work to the building, its immediate property and land arising out of Tenant's use and occupancy pursuant to this agreement.

I SCOTT JOHNSON have read and understand the rental AGREEMENT and the attached RULES AND REGULATIONS for the Willapa Harbor Chamber of Commerce Community Center. ***Under no circumstances can this agreement be verbally modified. If a change in the agreement is necessary, both parties must sign a new agreement before said event can take place at the Community Center.***

AGREED TO AND ACCEPTED THIS 11TH DAY OF DEC., 20012


(Signature of Tenant)

(Signature of WHCC Representative)



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RULES AND REGULATIONS

The WHCC hopes that your activity will be enjoyable and that you shall find the Community Center satisfactory to your needs. However, we do ask that you and your guests be aware of our rules and regulations. **Your signature on this Agreement constitutes that you have read, fully understand, and agree to abide by the following rules and regulations, thus holding you responsible for said event. If Tenant does not understand any portion of this Agreement, WHCC encourages the Tenant to obtain counsel at the Tenants expense in order to clarify/explain this agreement**

SCHEDULING

1. Priorities of use and scheduling shall be determined by the WHCC.
2. The WHCC reserves the right to refuse usage or terminate usage to any person, group or activity that does not represent the best interests of the community or whose presence, activity or use may be considered offensive. This includes past abuse or misuse of the facility.
3. All reservations must be scheduled through the WHCC Office at least 24 hours in advance. Tenant must be in "**good standing**" with the WHCC and must **be 21 years of age or older. Tenant must be present during the event.**
4. The building shall not be used for any other purpose(s) other than those specified in the Agreement.

LIABILITY INSURANCE

1. For all private functions exceeding 5 hours WHCC shall require a copy of renters/homeowner's declaration page indicating personal liabilities coverage in the name of the individual signing the Agreement. If not available, renter will be required to purchase a separate \$300K liability event policy naming WHCC as additional insured. These insurance requirements can be requested for functions less than 5 hours in duration at WHCC discretion. WHCC, at its discretion, can also request event coverage for reasons such as but not limited to: inadequate liability coverage, unknown coverage, expired policy, out of area insurance company and name confusion.

PAYMENT

1. Payment must be made with the **TENANT'S** cash, check or Money Order (**no second party checks shall be accepted**).
2. **The security deposit must be paid at time of booking in order to reserve the date.** The balance due must be received 30 days prior to the event.
3. **One-half (1/2) of the security deposit is forfeited if cancellation notice is received less than 45 days prior to the scheduled event.**
4. The security deposit shall be refunded subject to satisfactory damage/cleaning inspection by the WHCC and return of the key by Tenant. Failure to comply with the rules and regulations may result in a forfeiture of all or part of the Security Deposit.

KEYS

1. Keys shall be picked up and returned as negotiated by WHCC through this contract.



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SMOKING

1. ***SMOKING IS NOT ALLOWED INSIDE THE COMMUNITY CENTER***

PUBLIC TELEPHONE

1. There is a telephone located in the Community Center. Local access only.

PARKING

1. Park only on approved paved areas. Load or unload equipment at the front door or back door only. Vehicles are **not** permitted on the sidewalk areas.

ALCOHOLIC BEVERAGES

1. Use of alcoholic beverages in the Community Center shall be in accordance with State law and local regulations. The **SALE** of alcohol (i.e. "cash bar") shall not be allowed. **Tenant** shall have a plan to control alcohol distribution for the safety and well being of those attending. Serving alcohol to anyone under the legal drinking age of 21 is illegal and prohibited. **Tenant shall enter into an agreement with the South Bend Police Department prior to said event, so that the department can arrange to perform security measures at event at the sole expense of the Tenant. This is REQUIRED for all privately sponsored events with alcoholic beverages present!**

COMMERCIAL SIZED EQUIPMENT – PROHIBITED on the property.

RENTAL USAGE & SAFETY

1. Tenant must follow direction of law enforcement, up to and including shutting down a party. If law enforcement requests tenant to vacate and end the function, the tenant and guests must vacate the premises. There will be no refund of rental fees should this occur.
2. Tenant shall make a preliminary inspection of the facility before use, and report any damage or needed repairs immediately to the WHCC Office.
3. Only **one** primary Tenant shall be permitted to use the facility at a time.
4. Rental areas include: the main room, hallway, and restrooms; kitchen use is optional and may require an additional charge. All other areas are restricted unless specifically approved by WHCC in writing. **If 24 hour rental, the building must be cleaned, vacated and secured no later than 1:00 PM of the day immediately following the event.**
5. **The maximum capacity for the building is 189 people.** Tenants should familiarize themselves and guests where fire exits, alarms and extinguishers are located
6. There are chairs and banquet tables available for use at no charge; they must be cleaned and returned to storage. Tenant's equipment and supplies for the event can only be in the building during designated rental period.
7. The building (including both restrooms) must be returned to its original condition -- clean and free of damage.
8. When leaving, ensure that all appliances and heaters are turned off, lights are out and all doors are locked.



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9. DO NOT nail, staple or tape anything to the existing walls or wood work. Wires and hardware have been provided for decorating purposes.

- THOROUGHLY clean all appliances used during your rental--**including all tables and chairs.**
- Remember, you are responsible for any supplemental cleaning/damage to the floor coverings, wall, fixtures and appliances.
- No chewing gum allowed in building.
- No glass bottles allowed cans or plastic only.
- DO NOT mop the floors (the custodian will do that), just sweep the floors.

A building inspection will occur within 48 hours of your rental. Costs incurred by the Willapa Harbor Chamber of Commerce for additional cleaning or repair will be deducted from your building damage security deposit.

ELECTRICITY

1. Tenant is responsible for ensuring that the building's electrical circuits are not OVERLOADED. If WHCC's personnel are contacted to address an overloaded electrical situation, a portion of the Tenant's security deposit shall be forfeited (per incident). The monetary amount forfeited shall be determined solely by the WHCC.

NOISE LEVELS

1. Noise levels shall be such that they shall not be offensive to adjoining/nearby residents. Noise levels outside the building can be excessive when DJ's and bands are used and/or the doors are left open. **Tenants are required to turn music off at midnight, (12 am).** Tenants are advised to be aware of noise levels at all times, especially if their attendees choose to sit outside the building. **When the noise level exceeds city regulations or continues after 12 pm, the Tenant may be issued a citation by the city police; if this occurs, your security deposit may be forfeited.**

DECORATIONS & SIGNS

1. Interior decorations may be attached to existing hooks and wires that are located in the main room. The wires are in place so that the Tenant can decorate without causing damage to walls or fixtures.
2. Exterior signs (decorations or balloons, etc.) may be placed on Community Center property. **DO NOT nail, staple or tape anything to exterior walls or woodwork. All signs/or decorations shall be removed immediately after the event.**

FIREPLACE –Fireplace is made available at the WHCC's discretion.

DAMAGES

1. **The Tenant is responsible for all costs for repair or damage caused by their use. The monetary amount shall be determined by the WHCC.**
2. **ANY** disturbance in the building, (*other than noise levels and electricity as addressed above*) such as fire alarm(s), etc. for which any agency is summoned (i.e., State Police, Fire Department, Sheriff's Department) shall result in the forfeiture of the entire Deposit.

EMERGENCY INFORMATION

1. In case of an emergency call 911. The location of the Community Center is 916 West First Street, South Bend, WA 98586.
2. In case of **FIRE**, evacuate the premises immediately and **CALL 911**. Give your name and the location of the Community Center (916 West First Street, South Bend, WA 98586).



It is the responsibility of the Tenant to return the Community Center to the state in which it was found. Please review the following checklists.

*Willapa Harbor Chamber of Commerce
Community Center*

Checklist

- Lights off
- Electric wall heaters off:
Both bathrooms
Kitchen
Foyer
- Floors swept (Do Not Mop)
- Trash placed in dumpster (outside kitchen)
- Remove personal items
- Main hall: tables/chairs in formation
- Extra tables/chairs cleaned & stored
- Windows closed
- Doors locked: front, kitchen, hall
- Return key
- Report any damages: 360-942-5419

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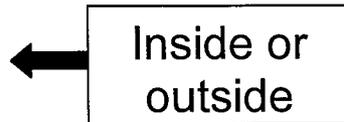
Kitchen Checklist

- All trash in dumpsters
- Floors swept (Do Not Mop)
- Appliances cleaned, including fridges
- Countertops cleaned
- Dishes/utensils cleaned and stored
- Oven/proofing oven/stove top turned off
- Dishwasher emptied/turned off
- Report any damages: 360-942-5419



Here's what you just agreed to by signing the contract:

- You are 21 years or older and will be present at the event.
- If renting for 5 hours or more, you provide proof of liability insurance.
- If you are serving alcohol, you contact South Bend police for officers.
- Turn music off by 12:00 midnight
- No smoking
- No chewing gum
- No glass bottles
- No nailing
- No stapling
- No tape
- You will clean according to the checklist provided.



Violations can result in deductions from your security deposit.

Please keep as a reminder.