

RENTAL AGREEMENT

1. This Rental Agreement (Agreement) is between the City of Roy (the City), through its duly appointed agent, the Mayor, and all parties, both individual and organizations or other entities, identified in the attached Rental Application, collectively identified in this Agreement as RENTER.
2. This Agreement shall refer to the event identified in the Rental Application attached, identified in this Agreement as the Event.
3. RENTER understands that the maximum occupancy for the Community Center is 55 people. RENTER shall be considered in violation of this Agreement if the number of people at the Event exceeds this number. In the event RENTER violates the occupancy limit, all attendees may be asked to vacate the premises immediately. RENTER will be responsible for any fine or assessment arising from violation. "Attendee" shall mean any individual in or about the premises during set up, the Event, clean up, or within fifteen minutes of clean up.
4. RENTER understands and agrees that RENTER shall be responsible to arrange set-up and clean-up for the Event.
5. The premises shall be restored to a reasonable state of cleanliness and order at the end of the Event. RENTER may make an official claim to the City that to adhere to this provision, the RENTER was required to expend additional resources due to the alleged condition of the premises prior to set-up.
6. RENTER affirmatively represents that the Event is not and shall not be in violation of RCW 42.17.130, which provides that public facilities may not be used in furtherance of any candidate campaign or to promote bond measures.
7. RENTER agrees to exercise the highest degree of care in using the Community Center and its grounds.
8. RENTER agrees to adhere to all the rules and regulations relating to the use by the public of the Community Center, including all City Ordinances, and all additional rules and regulations provided to RENTER by the City. In the event of a conflict between rules and regulations provided to RENTER and this Agreement, the Agreement shall prevail. In the event of a conflict between rules and regulations provided to Renter and City Ordinances, City Ordinances shall prevail.
9. RENTER understands that a party may file a claim or demand, or file a lawsuit or take a legal action, or obtain a judgment against RENTER and/or the City, a City elected official, City employee or City agent, because of the Event, or related to the Event or during activities surrounding the Event. RENTER agrees that in the event of one of the occurrences set forth in this paragraph, RENTER shall pay all costs necessary to legally defend the City, its elected officials, employees and agents to the extent those costs are incurred due to the intentional or negligent actions of any RENTER, its agents, agents of the Sponsor, guests or any others who RENTER should have reasonably excluded from the Event.
10. RENTER agrees that if the City or its representatives legally defend any suit or claim arising because of the Event, RENTER shall reimburse the City or its representatives for all costs and expenses of such legal defense, including attorney's fees and costs.
11. RENTER also agrees to pay any amounts owing due to one of the occurrences set forth in Paragraphs 9 and 10, such as court judgments or litigation settlements. RENTER agrees to pay attorneys fees and costs and all other expenses associated with an occurrence set forth in Paragraphs 9 and 10.
12. RENTER agrees that the City shall not be responsible for lost, stolen or damaged property belonging to RENTER, the Sponsors, or any guest, agent or other entity attending the Event.

13. RENTER agrees to pay the rental fee and the deposit amounts specified. RENTER understands that RENTER is also responsible for any and all actual damages arising from the Event above and beyond those covered by the deposit and RENTER agrees to pay those damages.
14. In the event all City property and premises affected by the Event are completely restored to reasonable condition, the RENTER'S damage deposit shall be returned within approximately three weeks.
15. RENTER agrees that no property of any type whatsoever may be permanently affixed to City property.
16. RENTER agrees that no property provided by RENTER shall be left in or about the Community Center after the clean up time set forth on the Rental Application unless specifically permitted in writing by the clerk/treasurer and signed by both the City and RENTER'S LAWFUL AGENT. In no case shall a renter, sponsor or event attendees be permitted to interfere in any way with the lawful use and enjoyment of the facilities by another renter.
17. RENTER agrees that RENTER shall pay an additional \$25 for each half hour after the ending time of the Event identified in the Application that RENTER remains on the property, except that if another event is scheduled to occur after the identified ending time of this Event, and all attendees have not vacated the premises, RENTER shall pay such fee as shall be determined by the Mayor as appropriate to compensate the City and other event sponsors
18. RENTER agrees to adhere to all federal, state, and local laws and regulations during the performance of the Event, including but not limited to all laws against discrimination against all protected classes.
19. RENTER acknowledges that RENTER has reviewed all information on this form and the attached Facility Rules and Regulations, RENTER understands the information and rules and regulations, and RENTER agrees to adhere to all provisions of these documents.
20. The City agrees to present the Community Center interior in reasonable condition prior to the Event.
21. The City agrees to arrange that the facility be open at the time identified in the Application as the set up time.
22. The RENTER shall be responsible for both the grounds and the interior of the facility until the last attendee, whether invited or not, vacates the grounds, regardless of the clean-up time identified on the Application.
23. This Agreement shall be binding on all successors and assignees of the parties.
24. RENTER shall not assign, sell, or otherwise convey this Agreement to a third party.
25. This Agreement shall not convey any rights or benefits to third party beneficiaries.
26. This Agreement shall not be modified except in writing and signed by all relevant parties.
27. All additions to this Agreement shall be in writing, signed, dated, and attached to the City copy of the Agreement.
28. If any provision of this Agreement shall be found void and of no effect, all other provisions shall remain in full force and effect.
29. The City reserves the right to terminate this Agreement for any reason upon reasonable notice in the context of all existing circumstances.

30. The City reserves the right to terminate this Agreement immediately and the RENTER agrees to immediately achieve the vacating of the premises upon notice of the termination by authorized City personnel upon any of the grounds set forth below:

- a. Physical damage to City property caused by an attendee, whether invited or not; or
- b. Violation of any law, ordinance or regulation of the United States, the State of Washington, Pierce County, or the City by any attendee, invited or not.
- c. If facilities become unusable for any reason.

RENTER has read and understands each provision of this Rental Agreement. RENTER has obtained all legal assistance RENTER wishes. RENTER agrees to all terms in the Rental Agreement.

EVENT SPONSORS:

CITY:

Signature

Designated Representative

Printed Name

Date

Authorized Agent of:

Date

Signature

Printed name

Authorized Agent of:

Date

Please use extra signature sheets as necessary.

ROY COMMUNITY CENTER
 PO Box 700 Roy WA 98580 253-843-1113
RENTAL APPLICATION

NAME OF SPONSOR(S) (Individual(s) or Organization):								
NAME(S) OF APPLICANTS(S) (if different):								
RELATIONSHIP to the ORGANIZATION SPONSORING the EVENT:								
NAME OF EVENT:								
DATE and TIME of event (including set-up and clean-up): mm/dd/yy ___/___/___ from ___:___ am / pm to ___:___ am / pm								
DESCRIBE EVENT ACTIVITIES:								
<p>PLEASE REVIEW THE ATTACHED AGREEMENT. YOU MUST SIGN AND RETURN IT PRIOR TO APPROVAL OF YOUR APPLICATION.</p> <p>RENTER certifies that RENTER(S) is/are the actual sponsor(s) of this Event or the duly authorized representative(s) of the sponsor(s) of the Event. RENTER certifies that the information in this application is correct. RENTER understands that RENTER shall be personally responsible for any fees, assessments, damages, or other costs associated with misrepresentations on this application or if the sponsor(s) fail(s) to remit them. <i>Please use additional sheets of paper to provide this information for all signatories.</i></p>								
<table style="width: 100%; border: none;"> <tr> <td style="border-top: 1px solid black; width: 33%;"></td> <td style="border-top: 1px solid black; width: 33%;"></td> <td style="border-top: 1px solid black; width: 33%;"></td> </tr> <tr> <td style="font-size: small;">Print Name</td> <td style="font-size: small;">Sign Name</td> <td style="font-size: small;">Title</td> </tr> </table>				Print Name	Sign Name	Title		
Print Name	Sign Name	Title						
<table style="width: 100%; border: none;"> <tr> <td style="border-top: 1px solid black; width: 50%;"></td> <td style="border-top: 1px solid black; width: 30%;"></td> <td style="border-top: 1px solid black; width: 15%;"></td> <td style="border-top: 1px solid black; width: 5%;"></td> </tr> <tr> <td style="font-size: small;">Address</td> <td style="font-size: small;">City</td> <td style="font-size: small;">State</td> <td style="font-size: small;">Zip</td> </tr> </table>					Address	City	State	Zip
Address	City	State	Zip					
<table style="width: 100%; border: none;"> <tr> <td style="border-top: 1px solid black; width: 60%;"></td> <td style="border-top: 1px solid black; width: 40%;"></td> </tr> <tr> <td style="font-size: small;">Phone (list two)</td> <td style="font-size: small;">Email</td> </tr> </table>			Phone (list two)	Email				
Phone (list two)	Email							
THIS APPLICATION IS NOT APPROVED UNTIL SIGNED AND RETURNED TO APPLICANT.								
<p>For Office Use Only:</p> <p>Approved: Yes ___ No ___ By: _____</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 60%;"></td> <td style="width: 20%; font-size: small;">Signature</td> <td style="width: 15%; font-size: small;">Title</td> <td style="width: 5%; font-size: small;">Date</td> </tr> </table> <p>Reservation deposit \$ _____</p> <p>Damage deposit \$ _____</p> <p>Rental fee ___ hrs @ \$15.00 \$ _____</p> <p>Total Due \$ _____</p> <p>Conditions _____</p> <p>_____</p> <p>Waiting list _____</p>		Signature	Title	Date				
	Signature	Title	Date					