



GREAT NORTHWEST HALL or POOL RENTAL AGREEMENT

PREMISES LOCATION:

A _____ CALLANEN HALL to include the kitchen, hall foyer, restrooms and parking area located at the Great Northwest Lodge located at 8809 Timberwilde Drive. These premises will be provided in a clean manner and will include plants, trees, and seasonal decorations. Member may move plants and trees but must replace them in their original locations when the event is concluded. *Christmas trees and other decorations will be set up in Callanen Hall in the month of December and will not be moved.* . _____

B _____ FLORES HALL to include the kitchen, restrooms, facility entrance and parking area located at the Emerald Valley campus located at 9310 Timber Path. . _____

C _____ SILVER CREEK POOL to include the pools, Barefoot Café counter, pool decking and other seating areas inside the perimeter fencing of the pool area, restrooms and parking area located at 8809 Timberwilde Drive. These premises will be provided in a clean manner. Member may use and move tables and chairs but must replace them in their original locations when the event is concluded. *Potted plants may not be moved.* . _____

D _____ EMERALD VALLEY POOL to include the pools, Flip Flop Café counter, pool decking and other seating areas inside the perimeter fencing of the pool area, restrooms and parking area located on the Emerald Valley campus, 9310 Timber Path. These premises will be provided in a clean manner. Member may use and move tables and chairs but must replace them in their original locations when the event is concluded. *Potted plants may not be moved.* . _____

The Member hereby declares that the facility selected here will be used as described above and understands that the number of security and other staff required is dependent upon the number of people attending. _____

1. **ASSIGNMENT** The Association hereby grants to the Member the non-assignable right to use the Great Northwest facility and furnishings as described herein. Member shall not have the right to assign any of its rights under this Agreement without the prior written consent of the Association, and such consent may be withheld or conditional if granted by the Association, at its sole discretion.
2. **NOTICES** All notices or written communications hereunder shall be in writing and deemed to have been properly given: (a) upon delivery, if delivered in person (b) one business day after having been deposited for overnight delivery with any reputable overnight courier service, or (c) three business days after having been deposited in any post office and sent by certified mail, postage pre-paid, and addressed to the party at the address herein.
3. **COLLECTION COSTS INCLUDING ATTORNEY'S FEES** The prevailing party in any suit to enforce or interpret the terms of this Agreement shall be entitled to recover the costs.
4. **DAMAGE TO PREMISES** The Member agrees that the damage deposit will be held by the Association as surety and hereby authorizes the Association to retain from the deposit such sums as in the sole discretion of its Community Manager as may be required for clean-up following the Member's use: for replacement, cleaning, and/or repair of the Association's property or equipment that are required as a result of not cleaning, damage, or loss sustained incident to or arising out of the Member's use of said premises; and for security, and or other charges incurred that exceed the amount set out above.

The Member further agrees upon demand to reimburse the Association for any additional amount which is the sole discretion of its Community Manager, is required for replacement, cleaning, and/or repair, and for additional security, and/or other related charges upon receipt of an invoice.
5. **CONDUCT** The Member agrees to be solely responsible for the conduct of guests and others in said premises incidental to and during the event. *The member hereby agrees to be present at all times during setup, the event and clean-up when Member elects to clean up themselves.* The Member is not required to be present when setup and clean up are done by the Association Private Party Manager.
6. **RULES** The Member agrees to be responsible for the strict observance of and adherence to the rules and regulations of the Association regarding the use of and conduct permitted in the premises by all those attending the Member's event. *The Member agrees that in the event of violation of said rules and regulations, the Association shall*



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have the right within its sole discretion, to immediately cancel this Agreement without notice, and all fees and deposits shall be forfeited to the Association as liquidated damages.

- 7 ALCOHOL The Member assumes responsibility to control and limit the use of alcohol by all those attending the event including minors, both in the facility and on its grounds and parking areas. *Failure to properly control alcohol use, whether or not alcohol is being served or used with the knowledge of the Association, may, at the sole discretion of the Association, result in the immediate termination of the event without notice, and all fees and deposits shall be forfeited to the Association as liquidated damages. The Member understands and agrees police will be notified of any apparent illegal use of alcohol.*
- 8 ALCOHOL AND MINORS If the Association's Private Party Manager in attendance at the event believes that minors have been or are using alcohol unlawfully while at the event, the Member agrees the Association staff or security guards are authorized to demand identification from such persons to confirm their age. *If identification is refused or it is confirmed that a minor has been illegally consuming alcohol, the event may, at the sole discretion of the Private Party Manager, be terminated immediately without further notice, and all fees and deposits shall be forfeited to the Association as liquidated damages. The Member understands and agrees that police will be notified of any apparent use of alcohol by minors.*
- 9 NARCOTICS AND CONTROLLED SUBSTANCES *The Member agrees that evidence of any use or distribution whatsoever of a narcotic or other controlled substance at the event will result in the immediate termination of the event and all fees and deposits shall be forfeited to the Association as liquidated damages. The Member understands and agrees that police will be notified of any apparent use or distribution of drugs.*
- 10 ADULT SUPERVISION If the event is to be primarily attended by minors, the Member agrees that adult supervisors shall be present in a ratio of one (1) adult supervisor for every ten (10) minors. For the purposes of this paragraph, a minor is a person under the age of twenty-one (21) years of age and an adult is a person at least twenty-one (21) years of age.
- 11 USE BY ASSOCIATION The Association agrees that the Member shall have quiet and exclusive use of the premises, for the period, and for the event as set out herein. The Member understands and agrees that other portions of the building in which the event is being held and that are not premises reserved for the Member's use herein, shall be available for use by the Association, its employees, licensees, permittees and/or contractors, for business and other purposes at the same time as the Member's event at the sole discretion of the Community Manager.
- 12 RELEASE OF LIABILITY AND INDEMNITY AGREEMENT THE MEMBER HEREBY INDEMNIFY, HOLD HARMLESS, AND RELEASE THE ASSOCIATION, ITS DIRECTORS, OFFICERS, EMPLOYEES, AND CONTRACTORS, FROM ALL DAMAGES AND CLAIMS OF ANY KIND AND NATURE, WHETHER TO PERSONS OR TO PROPERTY, ARISING OUT OF THE MEMBER'S USE OF THE PREMISES. THE MEMBER AGREES TO HOLD THE ASSOCIATION, ITS DIRECTORS, OFFICERS, EMPLOYEES, SERVANTS AND CONTRACTORS HARMLESS FROM ANY DAMAGE, CLAIM, LAWSUIT OR JUDGEMENT SUSTAINED BY THE MEMBER OR ANY OF ITS AGENTS, EMPLOYEES, INVITEES, GUESTS OR ANY OTHER PERSONS INCLUDING CATERERS, ON SAID PREMISES INCIDENTAL TO, OUT OF, OR DURING THE TIME OF THE USE OF SAID PREMISES BY THE MEMBER, AND TO INDEMNIFY THE ASSOCIATION, ITS DIRECTORS, OFFICERS, EMPLOYEES, AND CONTRACTORS AGAINST ANY AND ALL CLAIMS, DEMANDS, EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEY FEES), LAWSUITS OR JUDGEMENTS FOR SUCH LOSS, DAMAGE OR INJURY, INCLUDING THOSE CLAIMS, DEMANDS, LAWSUITS OR JUDGEMENTS ARISING FROM THE NEGLIGENCE OF THE ASSOCIATION, ITS DIRECTORS, OFFICERS, EMPLOYEES, OR CONTRACTORS.

IT IS AGREED THAT SUCH INDEMNITY SHALL SPECIFICALLY APPLY WHERE A CLAIM, LOSS, CAUSE OF ACTION, SUIT OR LIABILITY ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE ASSOCIATION, ITS DIRECTORS, OFFICERS, EMPLOYEES, OR CONTRACTORS.

IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH ASSOCIATION AND MEMBER, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY THE MEMBER TO INDEMNIFY AND PROTECT THE ASSOCIATION FROM THE CONSEQUENCES OF THE ASSOCIATION'S OWN NEGLIGENCE, WHETHER ANY SUCH NEGLIGENCE IS THE SOLE OR CONCURRING CAUSE OF THE DAMAGE, INJURY OR DEATH.



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- 13 **ASSOCIATION'S RIGHT TO INSPECT DURING EVENT** The Community Manager or any employee or agent of the Association authorized by the Community Manager shall have the right to inspect the premises during the Member's event and in the event that any of the rules and regulations of the Association are not being observed and kept, shall have the right to immediately terminate this Agreement or require any person leave said premises. In the event of termination, all fees and deposits shall be forfeited to the Association as liquidated damages.
- 14 **EVENT ADVERTISING** The Member hereby agrees that, in naming or advertising the event for which the Member is reserving Association premises, the Member will not name or otherwise advertise the event or permit the event to be named or advertised so as to indicate or imply that the event is initiated, sponsored, or endorsed by the Board of Directors of the Association, any of its committees, or the Association itself, unless such naming or advertisement is specifically permitted by written resolution of the Community Manager. The Member further agrees that, in the event of violation of the provisions of this Paragraph, this Agreement may be cancelled without notice to the Member and the fees and deposits shall be forfeited to the Association as liquidated damages.
- 15 **CANCELLATION** The Member hereby agrees that in the event that the Agreement is cancelled by the Association such cancellation may be given without notice if necessary and the Member shall be entitled to reschedule their rental or have a full refund and such payment shall be considered final satisfaction of any and all claims the Member may have against the Association arising out of this Agreement. The Member further agrees that the Association shall not be liable to the Member for any other payments, damages or losses of any kind claimed or resulting from such cancellation. Cancellation may occur if either or both of the following occurs:
- BUILDING, POOL, EQUIPMENT FAILURE OR STORM DAMAGE** In the event that the premises becomes or is unusable or otherwise unfit for the use identified herein or on the date set out herein because of the destruction, partial destruction or damage to or failure or partial failure of said premises, their electrical, plumbing, heating, cooling or other mechanical, electrical, utility or structural systems, or because of flooding, windstorm, windblown water, lightening, earthquake or other acts of God, or for any other type of conflict, or due to inadvertent over-booking of the Facility by the Association.
 - POOLS** In the event that a pool becomes or is unusable or otherwise unfit for use identified herein or on the date set out herein, because of the threat of unsafe weather conditions or other conditions and provided that the Member leaves the premises.
- 16 **ENTIRE AGREEMENT** This Agreement contains the entire agreement and understanding between parties relating to the rental of the premises, and supersedes any other agreement or understanding, whether written or oral. No promises or verbal agreements made outside this written agreement will be honored.
- 17 **AMENDMENT OF AGREEMENT** This Agreement may be amended at the request of the Member. Amendment shall be made in writing on the original copy of this Agreement and initialed by both the Member and an authorized signatory of the Association. The parties agree that no such amendment of this Agreement shall be permitted less than twenty-one (21) calendar days prior to the date of the event. For the purposes of this Agreement, calendar days shall not include the day of amendment and the day of the event.
- 18 **CANCELLATION OF EVENT BY MEMBER** Cancellation of the event by the Member will mean the Member will lose their deposit unless the event is cancelled for any of the following reasons: death, hospitalization or serious illness of an immediate family member, which is defined as Member, their spouse, Member's mother, father, or children. Member is responsible for providing a document completed by an independent party confirming the reason for cancellation when submitting written cancellation request. The Member will lose their deposit whenever an event is cancelled for any reason than those identified in the preceding paragraph.
- 19 **SECTION HEADINGS AND INTERPRETATION** Section headings are for convenient reference only and shall not affect the meaning or have any bearing on the interpretation of any provision of this Agreement. Where required for proper interpretation, words in the singular shall include the plural; the masculine gender shall include the neuter and the feminine, and vice versa. This Agreement is a negotiated agreement and shall be construed without regard to the identity of the persons who drafted it. Every provision of this Agreement shall be construed as though all parties participate equally in drafting thereof; and any legal rule or construction of a document is to be construed against the drafting party shall not be applied and is expressly waived.
- 20 **REFUND OF DAMAGE DEPOSIT** The Association agrees to refund the damage deposit on the next normal accounts payable cycle after processing event has taken place and the request processed. This will occur not later

