

**APPENDIX C
NON-PROFIT LEASE AGREEMENT**

The undersigned tenant agrees this _____ Day of _____, 20____ to lease from the Kitsap Saddle Club (KSC), a Washington non-profit corporation, the Clubhouse located at 1470 Saddle Club Road, Port Orchard, WA. On the day(s) _____ time _____ (AM)(PM) to _____ (AM)(PM) upon the following terms and conditions.

LEASE: The lease fee shall be \$_____. Said fee shall be paid in advance on the first day of the month prior to the start of use. A fee of 1% per month/ 12% per annum will be applied to any late payments.

Groups (4H, Horse Organizations, other), having use of the KSC facilities at no charge (NC), are requested to provide assistance to the Club in the following manner: participate in KSC work parties, assist with KSC scheduled events (play days, horse shows or clinics) when asked.

DAMAGE DEPOSIT : \$ _____

Tenant shall pay a damage deposit, which shall be returned after a KSC board member has inspected the premises and made sure the premises have been returned to the condition it was in, prior to this lease activity. Tenant is responsible for cost of repairs for damage that occurs during group use.

LAWFUL USE: Tenant agrees that they will not engage in any illegal activity on the premises nor will allow others to engage in any illegal activities on the premises insofar as they have the power to stop such activities. Tenant may not use the facilities for fund raising purpose except when invited by KSC to participate in KSC scheduled events.

INSURANCE: Tenant will obtain insurance to cover liability for any personal or property damage that occurs during the rental period. Proof of insurance shall be submitted with this agreement. KSC shall not be liable for any damage or injury to Tenant guests, or any other such persons, or to any property, occurring on the premises, any part thereof, unless such damage is proximate result of negligence or unlawful act of KSC, their agents or employees. Tenant agrees to hold KSC harmless from any claims for damage no matter how caused, except for injury or damages caused by gross negligence or intentional misconduct of KSC.

PREMISES: This Lease agreement pertains to the clubhouse and use of the adjacent parking areas with the following restrictions: The tenant is to inspect the premises to insure lights are off and doors are locked before leaving the grounds.

- * **Kitchen:** Tenant may use the kitchen facilities, but may not use the kitchen grill or perishable goods belonging to the Club, including but not limited to : paper products, plates, Styrofoam cups, towels and condiments. When used, the kitchen area, including sinks, counters and tables shall be cleaned. Any and all kitchen utensils used by Tenant shall be washed, dried and put away.
- * **Bathroom:** The bathrooms are to left in a clean and sanitary condition.
- * **Tables & Chairs:** All tables and chairs are to be returned to their original place.
- * **Floors:** All floors are to be swept free of debris and spills mopped up.
- * **Garbage:** Tenant agrees to remove any and all of their garbage and debris.
- * **Parking:** Parking is limited to areas immediately adjacent to the clubhouse. Caretaker residence parking is to be kept clear.

ADDITIONAL CONDITIONS: No pets or animals are allowed in the clubhouse kitchen with the exception of service dogs. All animal waste must be cleaned up.

In the event of a dispute concerning this Agreement, the prevailing party shall be entitled to recover their reasonable attorneys' fees and costs. Any dispute shall be heard in the appropriate court of Kitsap County, Washington and all parties consent to jurisdiction therein.

Tenant hereby acknowledges that they have read this agreement, understand it, and that he/she agrees to all of the terms and conditions contained herein.

Tenant _____ Phone _____

Address _____

City _____ State _____ Zip _____

Kitsap Saddle Club Representative _____

General Building Checklist

- Wipe all counters and any tables used down and stack tables along the wall.
- Stack chairs in designated area.
- Sweep floors, collect all debris in dust pan and place in a trash can.
- Make sure heat is set at 54 degrees.
- Make sure toilets are not running after being flushed.
- If garbage cans are near full, combine into large trash can and place outside front door of building.
- Make sure lights are off except the porch light.
- Make sure both front and back doors are locked as well as kitchen (if used).

Kitchen Area (if used)

- Wipe counters and microwave.
- Wipe sinks and faucets.
- Remove garbage.
- Sweep floors.
- Make sure coffee pot is unplugged and rinsed out including the grounds basket.
- If grill/oven is used, please clean it.
- Make sure instant hot water switch near the sink is turned off.

REMEMBER: Please leave the building as clean and tidy as you found it.

THANK YOU