

**APPENDIX B
RENTAL AGREEMENT**

The undersigned tenant agrees this _____ day of _____, 20____ to rent from the Kitsap Saddle Club, A Washington non-profit corporation, the Clubhouse at 1470 Saddle Club Rd. Port Orchard, Wa., on _____, for a period of _____ days, upon the following terms and conditions: **Rent** \$ _____ per day, payable in advance.

NON-REFUNDABLE RESERVATION FEE: Tenant shall provide a Non-Refundable Reservation Fee in the amount of \$ _____ (equal to 50% of the total rental fee) at the time of reservation to secure the dates. This fee is non-refundable if the rental is cancelled or the dates unused, however it shall be applied to the total rental cost upon completion of use of the facility.

DAMAGE DEPOSIT: Tenant shall pay a damage deposit \$ _____, which shall be returned after a board member of the Club has visually inspected the premises to ensure the premises have been returned to the condition it was in prior to this rental and that the Tenant has complied with the other terms and conditions herein. Owner may withhold from this deposit only what is reasonably necessary to cover damages to the premises, and to extraordinary cleaning following this rental. **LAWFUL USE:** Tenant agrees that he/she will not engage in any illegal activity on the premises nor will he/she allow others to engage in any illegal activities on the premises insofar as he/she has the power to stop such activities. Tenant agrees that if any alcoholic beverages are to be served during this rental period, any necessary licenses will be obtained and posted at the premises during the rental period.

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

PREMISES: This rental agreement pertains to the clubhouse, the use of the adjacent parking areas and club grounds with the following restrictions:

- * **Kitchen:** Tenant may use the kitchen facilities, but may not use the perishable goods belonging to the Owner, including but not limited to : Paper products, plates, cups, condiments and towels. Any and all utensils used by Tenant shall be washed, dried, and put away. If used the kitchen area, including sinks, counters, tables and floor shall be cleaned.
- * **Bathroom:** The bathrooms are to be left in a clean and sanitary condition.
- * **Tables and chairs:** All tables and chairs are to be returned to their original location.
- * **Floors:** All floors need to be swept free of debris and spills mopped.
- * **Garbage:** Tenant agrees to remove any and all garbage and debris left by his/her use of premises, including The kitchen.
- * **Parking:** Parking shall be limited to the areas adjacent to the clubhouse. Caretaker residence parking is to remain clear.

Tenant and his/her guests shall not damage and plantings or lawn areas.

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.

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.

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