

## FRIENDS OF OAKVILLE TIMBERLAND LIBRARY RENTAL LICENSE AGREEMENT

THE FRIENDS OF OAKVILLE TIMBERLAND LIBRARY (hereafter referred to as "Owner"), being the owner of a Community Hall (hereafter referred to as "Building") located at 111 E. Oak Street, Oakville, WA 98568, hereby licenses \_\_\_\_\_ (hereafter referred to as "Licensee") to use the Building pursuant to the following terms:

1. TIME This license is for use for \_\_\_\_\_ hours – from \_\_\_\_\_ on \_\_\_\_\_ to \_\_\_\_\_ on \_\_\_\_\_ at which time the Licensee shall surrender the Building and its contents in the same condition as delivered. **A \$50.00 fine will be charged plus cleanup fee for failing to leave the building clean.**
2. PURPOSE The Building is to be used by the Licensee for a \_\_\_\_\_ and it shall not be used for any other purpose. The event will begin at **(please write in time)** \_\_\_\_\_
3. CANCELLATION Licensee may cancel this Agreement at any time up to thirty (30) days in advance of the first date of use by written or telephone notice given to Owner Agent at the address or telephone number stated herein, and in such event Owner shall refund the deposit to Licensee. Licensee may not cancel this License agreement within thirty (30) days of the first date of use. If Licensee does not give timely notice of cancellation and fails to use the Building, Owner may forfeit the deposit as liquidated damages.
4. DEPOSIT Upon the execution of this License Agreement, Licensee shall deposit with the Owner Agent, the sum of **\$250.00** to be deposited in the Owner account, by Owner as security for the faithful performance by Licensee of all terms and conditions of this License Agreement. Owner may use the deposit to reimburse itself for any expenditure of loss resulting from Licensee's failure to perform the terms and conditions of this License agreement or from Licensee's use of the building. The Friends of Oakville Timberland Library Deposit refund check will be sent **to the signer of this rental agreement** within 21 days after the event.
5. RENTAL FEE The license fee shall be **\$100.00**, payable at least twenty-one (21) days in advance of the first date of use. Upon payment of the license fee Owner shall deliver a key to the Building to Licensee, approximately five (5) days before the event. The key shall be returned the day after use. The hall can be rented at the special rate of **\$15.00** per hour for minimum of two (2) hours, maximum of four (4) hours upon agreement by both parties. Kitchen use would be **\$35.00** additional.
6. MANNER OF USE The License Agreement applies to the Building and adjacent yard only. Licensee shall not alter, damage or deface the Building or its contents and Licensee shall not damage any articles of Friends property or remove them from the Building. All furniture moved or used by Licensee shall be returned to location where found. Prior to surrendering the Building, Licensee shall remove all personal property, including decorations, and put all garbage in sturdy garbage bags, **as per city regulations**, and shall put the garbage bags into the dumpster located outside the side of the building. All garbage in excess of the capacity of

this container must be removed by Licensee. Personal property left in the Building by Licensee may be mailed or shipped to Licensee at the address stated below at Licensee's expense and Owner may pay for such mailing or shipping expenses out of the deposit.

**PLEASE NOTE:** We prohibit the use of confetti, small glittery plastic things, rice, and bird seed. If these are used in the building, in the yard, or around the entrance there will be a clean-up fee deducted from your deposit.

7. **USE OF KITCHEN** The Licensee may rent the kitchen for the fee of **\$35.00**, including the coffee maker, provided that after use Licensee shall clean the kitchen and wash and properly replace the items used. Licensee shall be responsible for all damages to or loss of kitchen equipment.

Licensee's Initials \_\_\_\_\_

Owner Agent Initials \_\_\_\_\_

8. **USE OF TABLES AND CHAIRS** Licensee may use the Building's tables and chairs. Tables must be checked for spills and left cleaned and stacked as found. All chairs are to be lined up and replaced where found. Licensee shall be responsible for all damages or loss of chairs and tables.
9. **ALCOHOLIC BEVERAGES** Alcoholic beverages can be consumed during your use with the following considerations: You may bring cans and bottles, **but no "kegs" are permitted.** You are required to obtain a banquet permit from a State Liquor Store. A copy of the banquet permit must be submitted to us with your rental fee three (3) weeks before your event and the permit must be displayed in a conspicuous manner in the area the alcoholic beverage is being consumed.
10. **THE FRIENDS POLICY IS TO RE-CYCLE ALL CANS.** Put in recycle cans in the building. (**Non-compliance is an automatic \$25 deduction from your deposit**).
11. **INDEMNITY** Each Licensee, jointly and severally, shall indemnify the Owner for, defend the Owner against, and save the Owner harmless from, any liability, loss, cost, injury, damage or other expenses that may occur or be claimed by or with respect to any person or property on or about the Building and resulting from the use or misuse of the Building by Licensee or Licensee's agents, employees, licensees, invitees, or guests or from the conditions of the Building. Each Licensee, jointly and severally, shall be liable to Owner for any and all loss or damage to the Building or its contents resulting from the use by Licensee.
12. **ASSIGNMENT** The Licensee shall not assign this license Agreement or sublicense the Building to another party without the express written approval of Owner.

- 13. COMPLIANCE WITH LAWS The Licensee shall comply with all laws, ordinances, orders, rules, regulations and requirements applicable to the Building of all Federal, State, County, and Municipal governments.
- 14. TERMINATION In the event that the Licensee fails to perform any terms or conditions of the License Agreement, owner may terminate all rights of Licensee under this License Agreement.
- 15. TIME Time is of the essence of this License Agreement and each and every covenant, term, condition, and provision hereof.
- 16. TOTAL AGREEMENT This License Agreement contains the agreement between the parties, and cannot be altered except in writing, signed by the parties hereto. IN WITNESS WHEREOF, the parties have executed this License Agreement on \_\_\_\_\_.

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Licensee Name \_\_\_\_\_ Signature \_\_\_\_\_

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Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

Phone number (s) \_\_\_\_\_ (h) \_\_\_\_\_ (w) \_\_\_\_\_

\_\_\_\_\_ (cell)

E-mail Address: \_\_\_\_\_

**THE FRIENDS OF THE OAKVILLE TIMBERLAND LIBRARY**  
**PO Box 135, Oakville, WA 98568 Phone (360) 339-2560**  
[hitzroth@comcast.net](mailto:hitzroth@comcast.net)

By \_\_\_\_\_  
**Owner Agent**

**THE CONTACT TELEPHONE NUMBERS FOR THE COMMUNITY HALL ARE  
360 339-2560**

**PLEASE NOTE: WHEN YOU DECORATE, PLEASE USE NO TAPE OR STAPLES ON WALLS OR LIGHT FIXTURES.**

**Please Note: We prohibit tossing of confetti, rice, bird seed and other tiny stuff. If these are used in the building, yards, or around the entrance a stiff cleanup fee will be deducted from your deposit.**

**Guarantee your deposit refund. Review what you signed onto in your Rental Agreement. Use this checklist for closing up the building.**

**\_\_\_\_ TABLES**

Wipe down and stack in the corner neatly and upside down.

**\_\_\_\_ CHAIRS**

Check each chair for spills and wipe well with damp cloth, stack evenly.

**\_\_\_\_ FLOORS**

Sweep the floor and sponge mop where spills occurred, with supplies in broom closet in the hall.

**\_\_\_\_ KITCHEN**

Make sure the oven and stove burners are OFF.

Take all your things – check inside and on top of the refrigerators.

**\_\_\_\_ CANS, CLUB POLICY IS TO RE-CYCLE!**

Put cans in approved trash bags and place on porch on North side porch of Building, or you can take the recyclables home with you. **(Non-compliance is an automatic \$25 deduction from your deposit).**

**\_\_\_\_ GARBAGE**

**DON'T OVERLOAD THE DUMPSTER. Bring trash bags from home and take your overflow garbage away when you leave.**

**\_\_\_\_ LIGHTS, WINDOWS AND WINDOW COVERINGS**

**Turn off all lights. Close all windows.**

**\_\_\_\_ LOCKING UP**

Lock all doors from the inside and the lock on the front door.

**\_\_\_\_ RETURN THE KEY**

**Leave the key on the kitchen counter. In your rental agreement you agreed to finish cleanup at the close of your event. Do not plan to come back the next morning – there may be a club activity or another renter in the clubhouse.**

Dear \_\_\_\_\_

This is to confirm your rental of \_\_\_\_\_. We require that deposits be submitted within three (3) weeks of the date this License Agreement was executed (see paragraph 16 of rental agreement); OR three weeks before the rental date. In your case the deposit is due before \_\_\_\_\_.

If you decide **not** to confirm this date with a deposit please let us know so that your contract can be cancelled and we can rent the clubhouse to someone else on that date.

Enclosed are **two** copies of our Rental Agreement. Fill out one copy, completing Licensee spaces on the last page and return it with your deposit, per Item 3, to Owner's Agent at the address given. You keep the attached copy with this letter for your files. Checks are made payable to "Friends of the Oakville Timberland Library".

PLEASE READ THE CONTRACT THOROUGHLY. If there are any questions, now is the best time to ask.

The rental fee is required three weeks in advance of your rental date (see paragraph 5 of rental agreement). In your case the **rental fee** is required \_ \_\_\_\_\_. All rentals are handled by mail.

WE DO NOT GIVE PERMISSION to use the hall any earlier than stated on the contract or to come back the next day for cleanup. If you wish to look at the hall prior to your rental date, please call me at 360 339-2560 or email [hitzroth@comcast.net](mailto:hitzroth@comcast.net) .

Please call me the day before the event to arrange for the key, after the event please put the key on the kitchen counter.

The Community Hall maintenance person, who makes the inspection after rentals, will authorize the refund of your deposit. It may take up to three weeks for you to receive your deposit, which will be mailed to the signer of this rental agreement.

Thank you very much for choosing our FOTL Community Hall for your special event.

Sincerely

*Evelyn M Hitzroth*

The Friends of the Oakville Timberland Library

# S A M P L E

Nathan Emry for Zumar Industries  
POB 44549  
Tacoma, WA 98444

Dear Nathan:

This letter is a follow-up by the Community Club Maintenance Team after your rental of the Community Hall on December 8, 2006.

The Clubhouse Maintenance Team checked the building after the rental and found the following **non-compliance with your signed rental agreement:**

**Paragraph 1:** A fine will be charged plus cleanup fee for failing to leave the building clean.

- The building was left in quite a mess. The floor required a lot of mopping.

**Paragraph 6:** All garbage in excess of the capacity of those containers must be removed by Licensee.

- Excess garbage left outside back door, not sorted, full of recyclables.

**Paragraph 8:** Tables must be checked for spills and left cleaned and stacked as found. All chairs are to be lined up and replaced where found.

- Tables and chairs were stacked incorrectly, some not stacked and tables were not returned folded and stacked as found.

**Paragraph 10:** Club Policy is to recycle. Bring trash bags for cans to take them with you, OR put in trash bags on the porch on the North side of the Building.

- No recycling was done.

Plus:

- A toilet in women's room plugged with paper towels, had to be cleaned out.

Accounting:

Original Deposit Amount	\$200.00
Less Deduction for discrepancies as above	<u>-\$100.00</u>
<b>Refund amount of original deposit \$</b>	<b>\$100.00</b>

If you have any questions, please call numbers on rental agreement.

Sincerely,