## Olympus I Homeowner's Association, Inc. Mays Pond Clubhouse, Physical Address: 17730 Brook Blvd, Bothell, WA 98012 - (425) 249-0548 Mailing Address: P.O. Box 12018, Mill Creek, WA 98012-0018 <u>support@mclarinmgmt.com</u> Application and Rental Agreement (Non-Member)

Please read and complete the following contract. It is your responsibility as the Renter to understand all Rental Rules & Guidelines outlined in this contract. If you have any questions, please contact the OIHA Office Manager.

**Fee \$1,500.00**. This amount includes a **\$1,000.00 non-refundable rental fee** and a **refundable \$500.00 Damage Deposit.** The \$500 Damage Deposit covers any cleaning and/or damage repair to the Clubhouse or other OIHA property necessitated by the rental. The Penalty charge is non-negotiable. By signing the Rental Agreement the Renter acknowledges and accepts the terms specified. A refund check will be mailed after the second Tuesday of the following month if the Renter/guests complied with all rules and the Clubhouse was properly cleaned. OIHA reserves the right to cancel a reservation at any time. In the event of such cancellation by OIHA, the Rental Fee will be returned to the Renter.

Reservations are first come first serve and we reserve the right to refuse any renter. Dates are not considered booked until the Rental Agreement, Rental Fee, and Damage Deposit has been received by our office.

Name:			
Full Address:		City	Zip
Phone: (Home)	(Cell)		
Email:			
Reason for Use:		Date of Event	
Number Of People Expected:		(150 Maximum)	

Please abide by the following Clubhouse Rules as non-compliance will result in forfeiture of your Damage Deposit. Renters are liable for all damage caused to OIHA property during a rental. For your convenience, a one-hour grace period is offered from 10:00 PM to 11:00 PM for post-event cleanup. However, all music must stop at 10:00 PM and Clubhouse (and surrounding premises) must be vacated and locked no later than 11:00 PM. If for any reason, the actions of you or your guests cause the complete loss of your entire Damage Deposit or if any rules are broken, you will not be allowed to rent the Clubhouse in the future.

Rental period (13 hours max): 9:00 AM to 10:00 PM. A one-hour grace period from 10:00 PM to 11:00 PM is allowed for cleanup. Failure to vacate the building by 11:00 PM will result in total forfeiture of your Damage Deposit.

- The OIHA Pool is <u>not</u> part of the Clubhouse rental. In addition, your guests must abide by OIHA Park Rules when using the Mays Pond Park and Playground.
- Noise regulations will be strictly enforced (Snohomish County Code Ch 10.01). Out of respect for area residents, no audible (loud) noise is permitted beyond the Clubhouse building after 10:00 PM. Noise violations will result in complete loss of the Damage Deposit. <u>NO PROFESSIONAL/LARGE SOUND SYSTEM OR</u> <u>BASS ALLOWED</u>
- A banquet permit is required if alcohol will be served by any Company, Corporation, Homeowner, or other entity charging an entry fee to attend the event. A banquet permit will NOT be required for private gatherings at the Clubhouse where alcohol is served.

A 30-day cancellation policy is in effect. To receive a full refund of the Rental Fee and Damage Deposit, the Renter must notify the Office Manager up to 30 days before the rental date. After that, the deposit will be pro-rated for each working day short of the required cancellation period. If a rental is booked less than 30 days before a scheduled event, all payments must be made with guaranteed funds. Checks returned for insufficient funds will be charged a \$25.00 return check fee by OIHA in addition to the bank fees.

## **Renter Rules:**

- 1. The Renter must be on-site during the entire rental function. Keys are issued at the actual check-in.
- 2. The Renter is financially responsible for any/all damage to the Clubhouse and surrounding area during the rental period. OIHA is not responsible for lost or stolen items.
- The Renter may not use interior or exterior decorations that will damage the walls, wood beams, floor, windows, deck, stairs, or any other part of the Clubhouse. FREE-FLOATING BALLOONS ARE STRICTLY PROHIBITED. Do not place helium tanks in the dumpster. The Renter must personally dispose of helium tanks to avoid a \$50.00 fine.
- 4. It is the responsibility of the renter to set up for his/her event as desired. Following the event, the renter must return all Clubhouse furnishings to their original locations in their original condition. The security cameras and Noise Aware system are not to be blocked, moved, or tampered with.
- 5. The Renter may supply additional tables and chairs, a sound system, serving trays, plates, and utensils as needed. All additional equipment must be delivered and removed during the rental period.
- 6. The Renter must sweep the floors and vacuum the carpets as necessary. OIHA will supply a broom and dustpan, but the Renter must supply their cleaning supplies. If a spill does occur on the floor, please spot clean with WATER ONLY.
- 7. OIHA management or their agents have the right to be present or visit the Clubhouse during the rental period to make sure all rental rules and policies are being followed. If during such visit the management or agent discovers any rule violations, the manager or agent has the right to enforce the rules and/or end the function resulting in loss of damage deposit.
- 8. In compliance with the Snohomish County Noise Ordinance, all music must be played in moderation and all noise (including talking) must be kept to a level that does not disturb area residents. If noise complaints are made, OIHA reserves the right to terminate the rental contract without refund of the Damage Deposit. Be advised that the Noise Ordinance is strictly enforced after 10:00 PM. Excessive noise, unruly behavior, disruptive or abusive language is NOT permitted. All noise infractions will be subject to further penalties including, but not limited to, further legal recourse. No professional/large sound system or bass is allowed at any time during the rental.
- 9. If any alcoholic beverages are served during the Clubhouse rental, the renter assumes full responsibility. The Renter agrees to obey all Washington State alcohol regulations and will be responsible for fines should those laws be violated. The Renter takes full responsibility that no one under the age of 21 will be served or allowed to consume alcoholic beverages; no one who is intoxicated will be served additional alcoholic beverages, and any intoxicated guests will not be allowed to drive home when leaving the Clubhouse.
- 10. Street parking may be used to load and unload supplies and equipment and for disabled guests. For safety issues and to reduce congestion on Brook Blvd., all guests should park in the Parking Lot across the street from the Clubhouse. No vehicles may park or drive on the grass, along the grass median, on the sidewalks, or the raised crosswalk. The Renter must monitor the parking situation throughout the rental period.
- 11. All loading and unloading will be completed at the side/back door of the Clubhouse. The main front door is for guest usage at the time of the rental event.
- 12. The Clubhouse is a NO SMOKING, INCLUDING ELECTRONIC CIGARETTES facility. The Renter agrees that smoking will NOT be allowed inside the Clubhouse. The Renter also agrees that NO FIREARMS are allowed on OIHA property at any time. Illegal drugs are also not permitted. Violators will be prosecuted to the fullest extent of the law.
- 13. The Clubhouse rental does not include the use of the OIHA Pool. Clubhouse guests are not allowed on the Pool deck at any time.
- 14. Park rules must be followed at all times during the Clubhouse rental. Children under the age of 12 must be accompanied at the Playground or Park by a parent or adult. Curfew in Mays Pond Park area is 10:00 PM or one hour after sunset, whichever is earlier. All litter should be deposited in the trash cans located in the Playground and Park. No loitering, alcohol, marijuana, or substance abuse is allowed. Fireworks are also prohibited.
- 15. The maximum number of persons allowed in the Clubhouse is 150.
- 16. Any deviation or violation of the Rental Contract may result in your damage deposit being withheld.

Renter shall indemnify and hold the Olympus I Homeowners Association, OIHA Board Members, and all independent contractors or employees harmless from and against any and all loss, damage, and liability occasioned by, growing out of, or arising or resulting from any default on the part of the Renter hereunder, or any negligent act on the part of Renter, his agents, contractors, invitees or guests, including reasonable attorney's fees and expenses.

Signed:	Date:	

The area below is to be completed by the Office Manager.

Date Rec.	Amt. Rec.	
Renter's ID	Rec. By	(Rev. 2022)