Abigail Stuart house

# RENTAL PACKET



THANK YOU FOR YOUR SUPPORT OF OUR HISTORICAL VENUE. WE CANNOT WAIT TO HELP YOU WITH YOUR SPECIAL EVENT!







## THE WOMAN'S CLUB OF OLYMPIA FACILITY RENTAL AGREEMENT

	ne rental of facilities (hereafter the "Agr nan's Club of Olympia (hereafter referre , (hereafter ref		"WCO"), and
Washington Street	ter desires to temporarily rent, occupy, t SE, Olympia, Thurston County, Washin deemed to include the building, grounds	gton (hereafter referred	
Whereas, the Own outlined herein;	er agrees to such rental, occupation, ar	nd use in consideration c	of certain payments and covenants
Now, therefore, th	ne parties agree to the following terms a	and conditions:	
1. PARTIES TO TH	HE AGREEMENT		
Owner:	The Woman's Club of Olympia	Renter/Company:	
Street Address:	1002 Washington Street SE	Street Address:	
City:	Olympia	City:	
State:	WA	State:	
Zip:	98501	Zip:	
Contact:	Brittney Svach	Contact:	
Phone:	360-753-9921	Phone:	
Email:	womansclubolympia@gmail.com	Email:	
2. PREMISES TO	BE RENTED		
	Entire 1st floor and shared non-exclusive use of the two (2) upstairs restrooms (shared with dance studio renters and 2 <sup>nd</sup> floor Renters). These Renters enter and leave through the front door. Maximum occupancy is 150 for the 1 <sup>st</sup> floor.		
	2 <sup>nd</sup> floor parlor and kitchen and non-exclusive use of the two (2) upstairs restrooms (shared with dance studio Renters and 1 <sup>st</sup> floor Renters). Maximum occupancy is 50 for the 2 <sup>nd</sup> floor.		

2<sup>nd</sup> floor dance studio and shared non-exclusive use of the two (2) upstairs restrooms. Maximum

occupancy is 50 for the dance studio.

Entire venue. Maximum occupancy is 250 for the entire venue.

Date of Event:			
Type of Event:			
# of Guests:			
Arrival Time:			
Departure Time:			
<b>Impor</b> Stuart	hour rental time period between the hours of 8:00 a.m. and 12:00 tant note: All rental time periods include vendor set-up and tear-de House you need to plan on one to two hours of set-up time and on lot. If you would like more time, additional hours can be added at	own time. When yo e hour of tear-dow	n time within that
4. RATES ARE BAS	SED UPON THE FOLLOWING SCHEDULE		
Г			
	Downstairs Ballroom, Parlor & Catering Kitchen		
	Upstairs Salon & Kitchen		
	Dance Studio		
	Entire Venue (both floors & Dance Studio)		
	Piano (\$35/event)		

Microphone – PA System (\$25/event)

Waste Disposal Service (\$10/event)

**BALANCE DUE IMMEDATELY** 

BALANCE DUE ON OR BEFORE: \_

Refundable Damage Deposit (\$250 sm /\$500 lg)

TV System (\$25/event)

TOTAL

3. TERMS OF AGREEMENT

#### **INCLUDED IN RENTAL PRICE**

10	Round heavy-duty tables: 6' diameter (seats six to eight)
5	Rectangle heavy-duty tables: 8' long (seats six to eight)
6	Six-foot-long tables (seats six)
8	Eight-foot-long tables
6	Six-foot-long tables
1	Residential stove (4-burner) with double oven
1	Residential refrigerator / freezer
89	Cloth/metal chairs

#### **5. PAYMENT TERMS & CANCELLATION POLICY**

To reserve a date, a signed rental agreement along with the full damage deposit are required. The damage deposit will be returned within 30 days following the event, provided no damage or excessive cleaning is required. Payments may be made by cash, check or money order. Checks should be made payable to *The Woman's Club of Olympia*.

The remaining balance of the rental fee must be paid at least thirty (30) days in advance of the rental date.

Failure to pay the full rental amount within the specified time will result in material breach of the Facility Use Agreement and, at the WCO sole discretion, result in contract cancellation and forfeiture of the rental deposit.

If you cancel your event, the WCO will collect the following liquidated damages, based upon the timeliness of the cancellation:

- Greater than 90-day cancellation notice an administrative fee of \$100 will be charged remainder of rental fee and damage deposit will be refunded.
- Between 30 & 90-day cancellation notice the damage deposit will be forfeited remainder of rental fee will be refunded.
- Under 30 day notice 100% of rental fee already paid and damage deposit will be forfeited.

The WCO may cancel rentals due to inclement weather, emergency conditions, or events beyond the control of the WCO. In case of cancellation initiated by the WCO, all rental and deposit monies will be refunded.

#### 6. REFUNDABLE DAMAGE DEPOSIT

A damage deposit in the amount of \$250.00 (\$500.00 for large events) shall be required and must be paid no later than 3 days after this agreement is signed. The Renter shall be responsible and shall pay for any negligent or intentional actions of the Renter, its invitees, or any other party Renter invites or permits upon the WCO premises, REASONABLE WEAR AND TEAR EXCEPTED. The Damage Deposit is refunded if there are no damages, missing items, or EXCESS custodial work/cleaning required, nor any violation of the WCO House Rules. A copy of the WCO House Rules is attached hereto and incorporated into this Agreement.

If damage occurs, the cost of repairing and replacing damaged property shall be deducted from the Damage Deposit. If the cost or repair or replacement exceeds the amount of the Damage Deposit, the Renter shall be liable for the greater

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amount payable upon demand and supported by an accounting of the clean-up, repair or replacement costs. The following deductions from the Damage Deposit shall be made for the conduct or damages described below:

- 1. 100% deduction for leaving the doors or windows unlocked, leaving the furnace fireplace or dishwasher running, allowing food or drink in the 1<sup>st</sup> floor parlor, or for not returning keys to WCO.
- 2. 50% deduction for large scratches in the wood floors or furniture, not separating garbage from recycling, taping or pinning decorations to the premises, or not returning furniture to original place.
- 3. 25% deduction for small scratches to floors, not cleaning kitchen, or leaving the carpeted areas littered with confetti, sparkles, etc.

#### 7. INSURANCE REQUIREMENTS

The WCO must be furnished with a Certificate of Liability Insurance (COL) showing *The Woman's Club of Olympia* as an 'Additional Insured' in a minimum amount of \$1,000,000. If alcohol is served, the insurance must include coverage for "Liquor Liability". A COL may be obtained from your homeowners or renters insurance company or you may go online at www.wed.com to purchase your liability insurance.

If your function is catered, the caterer must also provide a similar Certificate of Insurance showing a minimum amount of \$1,000,000. Please note the event cannot be held if these documents are not provided within 30 days of the event.

#### 8. VACATING THE PREMISES

When vacating the Premises after the event, Renter shall leave via the kitchen door. Please check to make sure the deadbolt is locked on the front door, emergency exit in stairwell is closed, and the kitchen door is secure when closed. Renter shall ensure that all interior doors are bolted/locked (upstairs kitchen and parlor, downstairs hall doors to parlor, ballroom and kitchen). All windows must be closed and locked. Exterior doors are to be locked. All personal property, catering property, and anything not belonging to WCO must be removed the same day as the event. The Premises shall be vacated at the time designated in this Agreement. In any case, the Premises shall be vacated no later than 12 a.m. Midnight.

#### 9. LOSS, DAMAGE OR STOLEN PROPERTY

The WCO shall not be responsible nor liable to Renter, its invitees or any person Renter permits upon the premises, for any property or articles lost or stolen while on the Premises, including the Premises' surrounding grounds and parking lot. The WCO shall not be responsible or liable for loss or damage to any other property or articles of Renter, its invitees or any person Renter permits upon the Premises, including vehicles or their contents.

#### 10. ALCOHOL

The Renter shall not serve any alcohol on WCO Premises unless a person is designated to be responsible for overseeing such service, and any necessary permits or licenses have been obtained. Renter shall have the sole responsibility to secure all required permits and licenses for such activity.

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The WCO reserves the right to end alcohol service, and/or the event at any time, if, for any reason, our staff feels behavior and/or alcohol consumption becomes inappropriate or unsafe.

<u>Banquet Permit</u> - In compliance with Washington Law, a Banquet Permit is required by the renter/application if alcohol is served. If renter's caterer carries a liquor license, then a banquet permit is not necessary, and a copy of the caterer's liquor license is required 30 days prior to the event. Washington State Banquet Permits are available for a nominal charge at <a href="https://www.liq.wa.gov">www.liq.wa.gov</a>.

<u>Liquor License</u> - In compliance with Washington Law, a Liquor License (check with your caterer if they have one) is required <u>if alcohol is sold</u> on the premises.

ALCOHOL SHALL NOT BE SERVED TO ANYONE UNDER THE AGE OF 21 YEARS WHILE ON WCO PREMISES. It is the sole responsibility of the Renter to assure that no one becomes intoxicated. Open alcoholic beverages are strictly prohibited outside of the building.

Alcohol will be served:	Yes	No
f yes, Responsible Person is:		

#### 11. ASSUMPTION OF RISK/ HOLD HARMLESS

To the extent permitted by law, the Renter agrees to indemnify, defend and hold harmless, Owner, its officers or agents from any and all claims, demands, liabilities, costs, and expenses, of any kind, for any injury to, including death of person(s), and any loss of or damage caused by, arising out of, or occurring in connection with the Renter's use and occupation of the Premises located at 1002 Washington Street SE, and/or any negligent acts of Renter's employees, agents, invitees or assigns.

#### 12. MISCELLANEOUS PROVISIONS

- 1. Giving out access codes to non-renters is strictly prohibited.
- 2. No pets or animals other than service animals are allowed in the WCO Premises.
- 3. Exterior doors are to be kept closed at all times during event.
- 4. No food or drink is allowed in the 1<sup>st</sup> floor parlor or stairwells.
- 5. The Premises are to be left in and returned to the same condition Renter finds it.
- 6. The Renter is responsible for dishwashing and kitchen cleanup.
- 7. The Renter is responsible for returning all house furniture to the location in which they were found.
- 8. ALL HOUSE RULES APPLY. A COPY OF THE HOUSE RULES ARE PROVIDED WITH THIS AGREEMENT. PLEASE READ THE HOUSE RULES CAREFULLY BEFORE SIGNING THIS AGREEMENT. UPON SIGNING OF THIS AGREEMENT, RENTER AGREES TO ABIDE BY ALL HOUSE RULES.

#### 13. APPLICABLE LAW AND OTHER MATTERS

This Agreement shall be interpreted and construed under and pursuant to the laws of the State of Washington. Any action regarding or arising from this Agreement shall be brought in the appropriate Washington State Court located in

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Thurston County. Time is of the essence of this Agreement. In the event an attorney is engaged by either party to enforce the terms of this Agreement or in the event suit is brought relating to or arising from this Agreement, the prevailing party shall be entitled to recover from the other party its reasonable attorney fees and costs.

14	NON.	-DISCRI	MIN	<b>ATION</b>
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The WCO does not discriminate on the basis of race, ethnicity, religion, gender, gender identity or expression, sexual orientation, disabilities, age, status as a veteran, national origin, or any other protected classes.

#### **15. ACKNOWLEDGEMENT**

I HAVE READ, UNDERSTAND AND AGREE TO ABIDE BY THE ABOVE TERMS AND CONDITIONS, AND ACKNOWLEDGE RECEIPT OF THIS AGREEMENT AND ATTACHED HOUSE RULES.

OWNER:	RENTER:
FILL NAME	FILL NAME
FULL NAME:	FULL NAME:
TITLE:	TITLE:
11166.	11166.
DATE:	DATE:

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**INITIALS** 

#### **FACILITY HOUSE RULES**

The Woman's Club of Olympia is a non-profit, volunteer organization, which does not profit from renting the Clubhouse. Rental proceeds pay for taxes, utilities, cleaning, and maintenance of an historical building that is always in need up upgrade, repair and maintenance. Please help The Woman's Club of Olympia keep their event rental prices low by tidying up after your event adhering to the following:

- 1. Please do not remove or move any of the curtains, drapes, signage or any of the pictures.
- 2. All club furniture must be returned to the same location it was in at the onset of the rental.
- 3. Nothing may be nailed, pinned, stapled, tied, taped, or attached in any manner to the walls, ceilings, doors, woodwork, drapes, or light fixtures. Please use freestanding or table decorations only.
- 4. Fire regulations do not allow the burning of candles or incense.
- 5. Absolutely no illegal drug use is allowed anywhere on the Premises, including but not limited to inside the building, on the grounds or parking area. Failure to comply with this rule shall result in complete forfeiture of deposit.
- 6. There is absolutely no smoking allowed inside the building. All smoking must be done a minimum of 25 feet from the building. Any evidence of inconsiderate smoking (i.e. cigarette burns, cigarette butts on the porch, in the landscaping, sidewalk or parking lot) will result in complete forfeiture of deposit.
- 7. Please be very careful with the piano and ensure that it does not touch or bump into any of the walls. Keep all food and beverages away from the piano. Nothing but sheet music should be placed on the piano.
- 8. To prevent spills and damage to the carpeted areas, food and beverages are not allowed in the parlors, stairwell and hallways.
- 9. All WCO dishes, cutlery, and kitchenware must be washed in the commercial dishwasher according to the directions posted inside cabinet door above the dishwasher.
- 10. Please do not throw rice, birdseed, confetti, or blow bubbles anywhere on the Premises, including the parking lot and grounds.
- 11. Pets or animals except for service animals are not allowed on or in the Premises.
- 12. City of Olympia noise ordinances prohibits any noise that can be heard outside the building after 10:00 p.m.
- 13. No liquor consumption or partying outdoors, on the porch or in the parking lot.
- 14. Building must be vacated no later than 12:00 a.m. midnight, with the building left in the same condition as it was at the onset of the rental period. There are brooms and a mop in the kitchen cupboard that must be used to clean up spills. Any spills on floors, walls, refrigerator, oven, etc. should be cleaned up.

#### **PRIOR TO LEAVING:**

- Return all club furniture to their original locations. Stack chairs between the end windows, close to, but not touching the ballroom wall and return any tables to the table storage cupboards (tabletops facing other tabletops).
- 2. Close and lock all doors and windows.
- 3. Collect waste: Unless you paid \$10.00 garbage/recycling fee, pack it all up and take it with you. If you paid the fee, just collect your garbage and recycling and place in the provided bins. Glass stays separate from other recyclables.
- 4. Turn off all lights except the EXIT lights.
- 5. Turn heat down to 60° setting.
- 6. Remove everything that belongs to you.
- 7. Make sure the dishwasher and oven are turned off.
- 8. Check the porch, landscaping and parking lot for any trash that guests may have left and remove them.

#### **EXIT PROCEDURE:**

- 1. Deadbolt the front door and ensure it is secure.
- Check the fire exit door in ballroom which leads to an outside exit door which must be closed and used only in case of emergency.
- 3. Secure interior locks:
  - a) Shut the upstairs parlor kitchen door, door will lock automatically.
  - b) Shut the upstairs dance studio door, door will lock automatically.
  - c) Shut two doors between the hallway and the kitchen/ballroom, they do not need to be locked.
- 4. Exit through the kitchen door by ensuring the kitchen door locks behind you and is secure.

PLEASE READ YOUR AGREEMENT AND THE HOUSE RULES CAREFULLY. FAILURE TO ADHERE TO THE EITHER THE CONTRACT OR THE HOUSE RULES MAY INCUR COSTS TO THE WOMAN'S CLUB OF OLYMPIA, WHICH IN TURN WOULD RESULT IN FORFFEITURE OF YOUR DEPOSIT.



1002 Washington Street SE, Olympia WA 98501

Office: (360) 753-9921

WomansClubOlympia@gmail.com www.WomansClubOlympia.org

## THE ABIGAIL STUART HOUSE Liability Insurance Requirements

The person listed on the contract must obtain commercial general liability insurance in the amount of \$1,000,000.00 per occurrence. This may be obtained through your homeowner's policy or other insurance carrier. The user's coverage shall be primary. The Woman's Club of Olympia is to be covered as additional insured by an endorsement for commercial general liability coverage (See page three for example.)

- ☑ The renter's name must be listed as the one "insured".
- ☑ The policy must not expire before the event date.
- $\square$  The policy must be for \$1,000,000.00 per occurrence.
- ☑ The "description" must list the rental location, date of event, and type of event planned.
- ☐ The Woman's Club of Olympia at 1002 Washington Street SE, Olympia WA 98501 must be listed as "additional insured".

The original **certificate of liability insurance** must be submitted to the Woman's Club of Olympia at least 30 days prior to the event. Your event may be cancelled if the certificate of insurance fulfilling all requirements are not received by the Woman's Club of Olympia at least 30 days prior to the event date.

Please use the following address on the insurance certificate under "Certificate Holder":

WOMANS CLUB OLYMPIA 1002 WASHINGTON STREET SE OLYMPIA, WA 98501

#### **Frequently Asked Questions:**

**Q:** What is a certificate of liability insurance?

**A:** It is an insurance policy designed to provide protection in which an event holder must defend themselves against lawsuits or pay damages for bodily injury or property damage to the third party. This policy also gives protection to the venue of the event by adding them to the policy as an Additional Insured, e.g., slipping and falling or damaged floors.

**Q**: I've been asked to list my facility as an Additional Insured. What does this mean?

**A:** This simply means that the venue is asking you to add them to the required liability insurance policy as an insured.

**Q:** Where can I find an insurance provider?

**A:** You can check with your homeowner's insurance carrier or search online. There are many online insurance companies that can help you with this service. Search for "Certificate of Liability Insurance for Event" to research your options.

**Q:** Do insurance companies charge for this service?

**A:** It depends on your insurance provider. Your insurance agent will be able to help you with the fees, if applicable.

**Q:** I'm only serving coffee at my event. Do I really need to provide insurance?

**A:** Yes, the Woman's Club of Olympia requires all events that serve food, and/or beverage of any kind to provide insurance.



### **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

- NODOCK		NAME:	I =AW		
Insurance agency information		PHONE   FAX (A/C, No, Ext): (A/C, No):			
mourance agency mornianen		E-MAIL ADDRESS:			
		INSUREF	R(S) AFFORDING COVERAGE	NAIC #	
	1	INSURER A :	· ·		
INSURED		INSURER B :			
Renters name and address		INSURER C :			
Tenters name and address		INSURER D :			
		INSURER E :			
		INSURER F :	Must be \$1,000,0	00.00	
COVERAGES CERTIF	FICATE NUMBER:	MOOKEKT .	REVISION NUMBER:		
THIS IS TO CEPTIEN THAT THE POLICIES OF		E BEEN ISSUED TO THE		ICY PERIOD	
IND These boxes must ANY REQU	JIREMENT, TERM OR CONDITION C	OF ANY CONTRACT OR D BY THE POLICIES DE	OTHER DOCUMENT WITH RESPECT TO I ESCRIBED HEREIN IS SUBJECT TO ALL T	WHICH THIS	
INSR TYPE OF INSURANCE INS	DL SUBR SR WVD POLICY NUMBER	POLICY EFF POL (MM/DD/YYYY) (MM/	LICY EXP /DD/YYYY) LIMITS		
GENERAL LABILITY  X COMMERCIAL GENERAL LIABILITY  X		\(\text{\tint{\text{\tin\text{\texi}\tint{\text{\text{\text{\text{\texi}\tin\tinimet{\texitin}\text{\text{\texitt{\text{\texi{\texi{\texi{\texi\tin{\tert{\tin\tin\tint{\tint{\tin\tint{\ti}}}}}}}}}}}}}}}}}}}}}}}}}}}}}}}}}}}		00,000.00	
CLAIMS-MADE X OCCUR	XXX1234	06/30/21 06/	/30/21 MED EXP (Any one person) \$		
_			PERSONAL & ADV INJURY \$		
			GENERAL AGGREGATE \$		
GEN AGGREGATE LIMIT APPLIES PER:			PRODUCTS - COMP/OP AGG \$		
X POLICY PRO- JECT LOC			COMBINED SINGLE LIMIT		
			(Ea accident) \$		
ANY AUTO ALL OWNED SCHEDULED			` ' '		
AUTOS AUTOS NON-OWNED			BODILY INJURY (Per accident) \$ PROPERTY DAMAGE &		
HIRED AUTOS AUTOS			(Per accident)		
			\$		
UMBRELLA LIAB OCCUR			EACH OCCURRENCE \$		
EXCESS LIAB CLAIMS-MADE			AGGREGATE \$		
DED   RETENTION \$   WORKERS COMPENSATION			WC STATU- OTH-		
AND EMPLOYERS' LIABILITY			TORY LIMITS ER		
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	/ A		E.L. EACH ACCIDENT \$		
(Mandatory in NH)  If yes, describe under			E.L. DISEASE - EA EMPLOYEE \$		
DÉSCRIPTION OF OPERATIONS below			E.L. DISEASE - POLICY LIMIT   \$		
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES	(Attach ACORD 101, Additional Remarks So	chedule, if more space is requ	ired)		
Example description: Certificate holder is an additional insured for the following event: wedding and reception on June 1, 2021 at the Abigail Stuart House, 1002 Washington Street SE, Olympia, WA 98501. (Description must include: date, location, type of event and The Woman's Club of Olympia as additional insured.)					
CERTIFICATE HOLDER		CANCELLATION			
CENTIFICATE HOLDER		CANCLLLATION			
The Woman's Club of Olympia 1002 Washington Street SE Olympia, WA 98501		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
		AUTHORIZED REPRESENTAT	TIVE		
		Insurance agent s	signature		