

RENTAL AGREEMENT:

_____ (Applicant) all or part of the **Cherry Creek Falls Event Center located at 16533 Kelly Road NE, Duvall WA 98019** as noted below for the use and purposes described and according to the terms and conditions set forth. In consideration of the rents, deposits and other mutually agreed conditions contained herein, the Cherry Creek Falls Event Center, LLC and the Applicant agree:

Agreement to Rent:

The Cherry Creek Falls Event Center, LLC rents to the Applicant,
On _____, 20____ (date). From _____ am/pm to _____ am/pm.
For the purpose of _____.

Rental Fees and Deposits:

The following rents and/or fees will apply:

Refundable Security Deposit: \$_____

Refundable Damage deposit: \$_____

Booking Fee: \$_____

Room Rental Fee: \$_____

Deposit:

Deposit will be held until an inspection is made after the event. If the facility and contents are surrendered clean and without damage, the Cherry Creek Falls Event Center, LLC shall issue a refund of the deposit within thirty (30) days after inspection. If the facility is damaged or requires additional cleaning, the Cherry Creek Falls Event Center, LLC shall bill Applicant all or a portion of the deposit depending on the cost incurred to return the facility/contents to a clean and operable condition. Applicant agrees to pay to the Cherry Creek Falls Event Center, LLC any deficiency not covered by the deposit. The Cherry Creek Falls Event Center, LLC checks the building and performs regular cleanings after events.

If the building is not vacated at the end of your agreed rental time, your full security deposit will be forfeited. X_____

Cancellation Policy:

All cancellations must be in writing only. Cancellations made up to 5 days prior to event will receive a full refund, minus the \$40.00 non-refundable booking fee. Cancellations made 4 days or less prior to event will result in a forfeiture of the entire deposit and fees paid. X_____

Insurance:

The Cherry Creek Falls Event Center requires Applicant to provide proof of liability insurance at least Five (5) business days prior to use of the facility. Failure to produce these documents will result in cancellation of reservation and forfeiture of full deposit. The Minimum Insurance Requirements are: \$1,000,000 CSL Bodily Injury & Property Damage, Cherry Creek Falls Event Center, LLC named as an Additional Insured on form CG2026 or its equivalent, and Host Liquor Liability if alcohol will be served. Any coverage obtained by the applicant/renter to comply with the insurance requirements contained in the rental agreement is Primary and Non-Contributory with any coverage the Cherry Creek Falls Event Center might have. X_____

Consumption of Alcoholic Beverages:

During the use of the facility, Applicant will be responsible for the behavior of their guests at all times. Applicant will not allow alcoholic beverages to be served or consumed by minors and will not allow alcoholic beverages to be served or consumed by anyone who appears to be intoxicated. In addition, Applicant shall not allow guests who appear to be intoxicated to drive any vehicle. The Cherry Creek Falls Event Center requires all alcoholic beverages be dispensed through a “tended bar” provided by their caterer. Applicant further acknowledges that all alcoholic beverages to be served are the property of and shall be provided by Applicant, unless contracted with a bar service under a Class H license. X_____

Licenses and Permits:

By Washington State Law, alcoholic beverage may not be served without a banquet license on display during the time of the event. You can obtain the banquet license online at lcb.wa.gov. Applicant shall obtain a banquet license and provide a copy to the Cherry Creek Falls Event Center prior to the event. X_____

Rules and Regulations:

No open flame is permitted or free-standing candles, such as candelabras, pillar candles, etc. X_____

No smoking or vaping is allowed inside the building. X_____

Electric chafing dishes or chafing dishes that are specifically designed to hold or use sterno are permitted. Any other type of sterno device (or any other similar product) is not allowed. X_____

All garbage and recycling materials shall be removed from the building and placed in the proper disposal bin. X_____

The applicant is responsible for cleaning the facility and grounds prior to the end of the event rental period. (See attached Cleaning Procedure). X_____

Cherry Creek Falls Event Center is a wheelchair accessible facility. No exits or ramps shall be obstructed for the safety of all guests. X_____

Applicant may use the facility for the purpose noted earlier including serving food and beverages, if the use is consistent with all laws and statutes of the State of Washington. During such use, the Applicant shall also comply with the facility rules and regulations.

Possession:

The Applicant shall have use of the facility only during the time cited at the start of this agreement. X_____

Compliance with Laws:

Applicant shall not use or permit anything to be done in or about the facility which conflicts with any law or statute. Applicant shall be responsible to pay any fines incurred during the rental period. X_____

Access Procedure:

The Applicant shall call the number (425)667-4328 on the date and time specified above. Cherry creek Falls Event Center, LLC will either unlock door remotely or give Applicant an temporary access code. At the end of the event, Applicant is responsible for locking and securing the building on or before the end of the rental period. NOTE: The lock will notify The Cherry Creek Falls Event Center, LLC of the exact time door is locked, so to avoid additional charges, make sure that it is locked no later than the time specified above. X_____

Hold Harmless:

Applicant shall hold the Cherry Creek Falls Event Center, LLC, its Board of Directors, managers, employees, and agents harmless, except by sole gross negligence on the part of the Cherry Creek Falls Event Center, LLC, from any and all claims, incidents, etc. arising out of the use of the facility, including, but not limited to acts of Applicant's employees, guests, agents, and invitees resulting from the use of the facility and specifically arising out of the consumption of alcoholic beverages, whether such acts occur within the facility or otherwise. Cherry Creek Falls Event Center, LLC does have security cameras, but please lock vehicles. Cherry Creek Falls, LLC is not responsible for any theft or vandalism. X_____

Force Majeure:

In the event that the Cherry Creek Falls Event Center and/or its surrounding grounds or any part thereof shall be destroyed or damaged by fire, earthquake, the elements, mob, riot, or if the Event Center for any reason whatsoever is rendered unfit for occupancy, either prior to the beginning or prior to the expiration of the term of this Agreement, or if any casualty or unforeseen occurrence shall render the fulfillment of this Agreement by the Cherry Creek Falls Event Center, LLC impossible, or if the Cherry Creek Falls Event Center is unable to give Licensee possession of the Premises because of national or local emergency, calamity, epidemic, pandemic, recognized health threats as determined by the World Health Organization, the Centers for Disease Control, or local government authority or health agencies (including but not limited to the health threats of COVID-19, H1N1, or similar infectious diseases), strike, or act of God, or circumstances beyond the Cherry Creek Falls Event Center's control, then, and thereupon, this Agreement shall terminate and the Licensee shall pay rental for the Event Center only up to the time of such termination, at the rate herein specified, and the Licensee hereby waives any claim for damages or compensation should this Agreement be so terminated, and the Cherry Creek Falls Event Center, LLC shall return to Licensee any advance payment, excluding out-of-pocket expenses incurred by the Cherry Creek Falls Event Center, LLC, without further liability or obligation upon or by the Cherry Creek Falls Event Center, LLC arising out of such suspension, and the Cherry Creek Falls Event Center, LLC may forthwith re-enter and repossess the Event Center and move any and all persons or property by any suitable action or proceedings at law or equity, including summary eviction proceedings provided, however, that the Cherry Creek Falls Event Center, LLC has an obligation to mitigate Licensee's damages hereunder, if any. X_____

Assignment:

This agreement may not be assigned by Applicant without prior written consent of the Cherry Creek Falls Event Center, LLC. X_____

Costs and Attorney Fees:

If either party shall bring action against the other party by reason of breach of any terms, covenants or provisions of this agreement, the prevailing party shall be entitled to receive from the other party all reasonable costs, expenses, and attorney's fees expended or incurred in connection therewith. X_____

Choice of Law:

This agreement shall be construed in accordance with and governed by the laws of the State of Washington. X_____

Authority:

By signing this agreement for an Applicant, which is a corporation, partnership, or association, the individual represents that he or she has the full power and authority to execute this agreement. Under no circumstances can this agreement be verbally modified. If a change in this agreement is necessary, both parties must sign a new agreement before said event can take place.

Applicant/Organization Printed Name: _____

Applicant/Organization Signature : _____ Date _____

Cherry Creek Falls Event Center Rep Printed Name: _____

Cherry Creek Falls Event Center Rep Signature: _____ Date: _____

Cleaning Policy:

The Applicant is responsible for cleaning the facilities and the grounds prior to the end of the event rental period specified above. Cleaning supplies will be provided. ALL garbage shall be removed from building and placed in the appropriate receptacle.

1. **Floors:** The Applicant shall sweep all floors. Applicant is not responsible for mopping floors, however, is responsible for wiping up any wet or sticky spills, muddy footprints, Etc.
2. **Tables and Chairs:** Applicant is responsible for wiping down chairs and tabletops and putting everything back in the position it was found in.
3. **Bathrooms:** Applicant is responsible for wiping down countertops, sinks and toilet seats.
4. **Prep Kitchen:** Applicant is responsible for washing/drying and putting away any dishes or utensils provided by Cherry Creek Falls Event Center, LLC. Make sure all food is removed from Refrigerator. Wipe down all countertops and rinse out sink.
5. **Grounds:** Applicant is responsible for walking grounds and picking up any garbage left by event guests.

Applicant/Organization Printed Name: _____

Applicant/Organization Signature : _____ Date _____

Cherry Creek Falls Event Center Rep Printed Name: _____

Cherry Creek Falls Event Center Rep Signature: _____ Date: _____

CHERRY CREEK FALLS EVENT CENTER
16533 KELLY ROAD NE
DUVALL, WA 98019