

# CASCADE CLUB

## Facility Use & Rental Agreement



Phone: 425-216-1356

Fax: 425-216-1398

### CONTACT INFORMATION

Renter:

Organizer/Contact:

Address:

City/State/Zip:

Telephone:

Fax:

Email:

### EVENT DETAILS

Date:

Location(s):

Type:

Anticipated # of Guests:

Date of Rehearsal:  
(if applicable)

Time of Rehearsal:  
(if applicable)

*\*\*Rehearsals are restricted to Monday—Thursday and are not to exceed 1 hour\*\**

Facility Access Begins @:

(If early decoration time applies)

Event Start Time:

Event End Time:

(guests depart & clean-up begins)

Facility Access Ends @:

### ADDITIONAL OPTIONS

Additional Room:

Early Decoration Time:

Linens (\$6 each):

Additional Hour:

Audio/Visual:

Rehearsal Cost:

### RENTAL COSTS

Room Rental: \$

Additional Options: \$

Security Deposit: \$

**TOTAL RENTAL** \$

## *Agreement*

Trilogy at Redmond Ridge Residential Community Association (the “Association”) enters into this Agreement with the User identified above for rental of the portion of the Cascade Club described above as the Event Location, for the purpose of conducting the Event, on the Event Date(s) with the Event Start Time and Event End Time described above, on the terms and conditions of this Agreement. Unless separately defined in this Agreement, or unless the context clearly indicates a different meaning, capitalized terms have the meanings specified in the Basic Terms above.

## *Deposits and Payment*

Upon signing this Agreement, User shall pay to the Association the Security Deposit of 50% of the contracted rate \$\_\_\_\_\_ indicated above. The remaining rental fee must be paid no later than 30 days before the date of the Event, unless credit terms have been agreed upon in writing at the Association’s discretion. Any Event not paid in full by that date will be deemed cancelled by the Association and will not be permitted to occur. In the event of cancellation or postponement, the security deposit will not be refunded.

The Security Deposit is for the purpose of securing User’s obligations to return the Event Location in an undamaged and clean condition and to compensate the Association, in whole or in part for any additional charges owed under this Agreement, i.e. chipped paint, broken glass, items delivered or left outside of the event time, etc. The amount of the Security Deposit not used for such purposes will be refunded to User within 30 days after conclusion of the Event. Any additional charges incurred during or after the Event will be charged to User.

## *Use*

User will conduct the Event in an orderly manner in full compliance with applicable laws and regulations. User or User’s designated representative must be in attendance at the Event Location at all times during the Event. Any damage to the Event Location, the Cascade Club, or property of the Association or Trilogy at Redmond Ridge will be the responsibility of User and User will be charged for such damage. User accepts full responsibility for the conduct of all Event guests.

User understands that the Association has a strict “No Smoking” policy, and that the Event Location, the Cascade Club and the surrounding areas are nonsmoking areas. Any damage from smoking (including but not limited replacement of any furnishings that smell of smoke) will be the responsibility of User and User will be charged for such damage.

User understands that User will be responsible for returning this Event Location to the Association in the same condition that it was received by User, except for basic cleanup as described in this paragraph. Basic cleanup provided by the Cascade Club staff includes sweeping and mopping floors, wiping counter and tabletops, removal of trash and debris, and storage of Cascade Club chairs and tables. User will be responsible for any cleaning in excess of the basic cleanup, and User will be charged for such additional cleaning costs. User must remove any and all items brought in for the Event.

User understands that the Cascade Club is a private club for the Members of Trilogy at Redmond Ridge, and is available for Member's use from 7:00am to 9:00pm on Monday through Saturday, and 9:00am to 8:00pm on Sunday. User acknowledges that, except for the facilities rented by Users, residents may be using other parts of the Cascade Club during the Event. Since Members use outdoor passages for access to the Cascade Club and other parts of Trilogy at Redmond Ridge, if User plans to utilize any outdoor space, User must obtain the prior approval from the Cascade Club management and the space must be marked and protected by stanchions or barriers provided or approved by the Cascade Club management.

### *Policies*

Kitchen facilities are reserved strictly for the Trilogy RCA and Trilogy at Redmond Ridge's exclusive licensed and insured caterer's only. ~~X~~ \_\_\_\_\_

The use of the refrigerators in the kitchen is prohibited. Our refrigerators are used for storing food that is prepared for the Cyber Café in our clubhouse. According to health code, we are unable to store any food that is not intended to be served at our Café. ~~X~~ \_\_\_\_\_

All Event cleanup (i.e. decorations, rentals, etc.) not provided by the Cascade Club must conclude prior to 11:00pm Monday through Saturday and 10:00pm Sunday. All catering cleanup work will be completed by Tuxedos and Tennis Shoes within the predetermined time restrictions coordinated with the Association Representative. User agrees to reimburse the Association for any overtime wages or other expenses incurred by the Association or the Cascade Club because of the failure of User or User's guests to comply with these requirements.

Any outdoor sound system must be shut down by 10:00pm. DJ must end all music by 10:30pm Monday through Saturday and 9:30pm on Sundays.

Any contractor or third party hired by User to perform services before, during, or after the Event must be approved in advance by the Cascade Club management.

Proper attire is required at all times. All attendees must wear shoes, shirts and clothing of a respectable nature.

No rice, confetti, birdseed, bubbles (permitted outside only), or other paraphernalia may be used in or around the facility.

User will be charged for any additional cleanup outside of the contractual agreement.

The maximum number of people permitted in the room rented has been determined and posted by the Fire Marshall.

Failure to comply with any of these rules and regulations may result in the deduction or loss of the Security Deposit and denial of future use.

## *Right to End Event*

The Association reserves the right to stop and end the Event for any violation of this Agreement, in the Association's sole discretion.

## *Insurance*

User shall, at User's sole cost and expense, procure Commercial General Liability on an "occurrence" basis including Premises and Operations Liability, Products and Completed Operations, Personal and Advertising Injury, Contractual Liability, Independent Contractors Liability, and Stop Gap or Employers Contingent Liability. If liquor is to be served, coverage also must include Liquor Liability/Host Liquor Liability. Such insurance must provide limits of not less than \$1,000,000 for each occurrence and \$2,000,000 policy aggregate, with umbrella coverage of not less than \$2,000,000. The insurer must be acceptable to Cascade Club management, must be rated "A" or higher in the A.M. Best's Key Rating Guide, and must be licensed to do business in the State of Washington. Any deductible or self-insured retention must be disclosed and is subject to approval of the Cascade Club management. The Association shall be named as an additional insured and User shall provide with the signed Agreement, copies of the insurance policy, the endorsement naming the Association and Shea Homes Inc. ("Shea") as Additional Insurers, and an endorsement stating that the coverage's provided to the Association and Shea shall not be canceled, materially changed or allowed to expire without providing at least thirty (30) days prior written notice to the Association and Shea. **X** \_\_\_\_\_

## *Alcoholic Beverages*

The Washington State Liquor Control Board regulates the sale and serving of all alcoholic beverages in the State of Washington. The Cascade Club is responsible for the administration of those regulations. Alcoholic beverages may be brought into the Cascade Club for an Event only in strict compliance with the Association's rules and regulations, including those attached hereto as Exhibit A. In addition, The Association and the Cascade Club reserve the right to refuse service of alcoholic beverages to any person for any lawful reason.

## *Decorating*

User must not affix anything to the walls, floors or ceilings of the Event room(s) or elsewhere in the Cascade Club. Decorations, signs, or displays for use outside of the Cascade Club must be approved by the Cascade Club management prior to the date of the Event. Decorating is strictly limited to contracted rental room/space. All decorations must remain within the designated rental space. Any unauthorized decorations will be removed immediately. Event staff/management has the right to end the event if the user does not comply with these guidelines. **X** \_\_\_\_\_

Candles may be used for centerpieces only, but require that the flame be enclosed. No open flame is permitted or free standing candles, such as candelabras, pillar candles, etc. **X** \_\_\_\_\_

***Advertising and Signage***

User may hang signage of any type in the designated rental area only, permitting they adhere to proper Cascade Club decorating guidelines. Any User signage (including banners) outside the Cascade Club or anywhere else within Trilogy at Redmond Ridge must be approved in advance by the Cascade Club management with respect to place, method, and times of placement. User shall not use the name, trademark, logo or other proprietary designation of the Cascade Club or Trilogy at Redmond Ridge in any advertising or promotional materials, without prior written consent of the Cascade Club management.

***Parking***

Complimentary parking is available for the Event, limited to 110 parking stalls the Association has outside the Cascade Club and the Tour Center. Parking is allowed on Green’s Crossing up to 100 feet of the roundabout. Parking is not allowed on Trilogy Parkway. Any improperly parked vehicles will be subject to towing or impound at the vehicle owner’s expense.

***Coat Check***

Coat racks are available for use upon request. The placement of the coat racks must be inside the Event room(s).

***Cancellation Policy***

A partial or total cancellation of an Event or a change of date of an Event will cause the Association to suffer lost revenue and lost revenue potential as other bookings for the Cascade Club will have been turned away by the Association. Therefore, User agrees to pay to the Association as liquidated damages the amounts set forth in the schedule below when the following may occur: (i) cancellation of the Event after this Agreement has been signed, or (ii) change of Event date(s) after the Agreement has been signed. Liquidated damages for reductions in guests will be based upon the original notice of guaranteed guests

***Schedule of Liquidated Damages***

<u><b>Time of Cancellation or Change</b></u>	<u><b>Liquidated Damages</b></u>
180 or more days prior to date of Event	50% of total Rental Fee
179-60 days prior to date of Event	75% of total Rental Fee
59-30 days prior to date of Event	90% of total Rental Fee
29 days or fewer prior to date of Event	100% of total Rental Fee

X \_\_\_\_\_

No refunds will be made for postponed or cancelled Events, except as stated in the section on “Impossibility of Performance” below.

### ***Force Majeure***

This Agreement will terminate without liability to either party if substantial performance of either party's obligations, other than payment of money, is prevented by an unforeseeable cause beyond that party's reasonable control. Such causes include, but are not limited to, acts of God; regulations or orders of governmental authorities; fire, flood, explosion, disaster, or civil disorder; any delay in necessary and essential construction or repair of the Cascade Club; and lockout, work stoppage, or other restraint of labor, either partial or general, from whatever cause.

### ***Indemnification***

User agrees to indemnify and hold harmless the Trilogy at Redmond Ridge LLC, the Association and Shea, and their respective members, directors, officers, agents and employees (each an "Indemnity") from and against any and all suits, claims, actions, losses, costs, penalties, and damages, of whatsoever kind or nature, including attorneys' fees, arising out of, in connection with, or incidental to, the Event, unless solely caused by the gross negligence or intentional misconduct of an Indemnity.

### ***Notices***

Any notice or communication under this Agreement will be effective only if in writing and delivered in person, by overnight courier service or facsimile transmission, or mailed by registered or certified mail return receipt requested postage prepaid to the addressee's address at the top of this Agreement, or to any other address the addressee may have notified the sender beforehand referring to this Agreement. All notices and communications will be deemed given when delivered in person or overnight courier service, three days after mailing if mailed, or when sent by facsimile transmission if confirmation is received.

### ***Entire Agreement***

This Agreement and any duly executed attachments, amendments, consents and approvals, constitute the entire agreement between User and the Association with respect to the subject matter hereof and supersede all prior oral and written proposals, negotiations, representations, commitments, and other communications between User and the Association. This Agreement may not be released, discharged, changed, modified or amended except by an instrument in writing signed by duly authorized representatives of both parties.

### ***General Provisions***

This Agreement shall be governed by the laws of the State of Washington. The parties agree that the venue of any action involving or arising under this Agreement shall be in the State of Washington in the County of King.

This Agreement may be executed in one or more counterparts. Each such counterpart shall be deemed to be an original and all shall be deemed to be one and the same Agreement.

In the event either party commences any action or legal proceeding to enforce or interpret this Agreement, the substantially prevailing party in such action shall be entitled to recover its reasonable attorney's fees, including paralegal fees, and its costs incurred in prosecuting such action or proceeding, whether or not litigation is actually started

***Acceptance***

When signed by both parties, this Agreement will constitute a binding contract between User and the Association.

***Association Representative***

***Renter***

\_\_\_\_\_  
***Print Name***

\_\_\_\_\_  
***Print Name***

\_\_\_\_\_  
***Signature***

\_\_\_\_\_  
***Signature***

\_\_\_\_\_  
***Date***

\_\_\_\_\_  
***Date***

## Exhibit A

### PERMITTED USE OF ALCOHOLIC BEVERAGES

***The following rules and regulations will apply to all Events:***

- A. Permitted Use of Alcoholic Beverages. Except as otherwise permitted under paragraphs B below, Users may bring to the Cascade Club and use in a responsible manner alcoholic beverages so long as such Users comply with the Code of Conduct set forth in paragraph C and the additional following rules:
- (i) No charge in any manner whatsoever for attendance, whether by admission charge, donation, dues, fees or otherwise shall be made for any events to which User brings alcoholic beverages, and no charge whatsoever shall be made for anything provided at the event (i.e., mixer, setups, ice, food, hors d'oeuvres, etc.);
  - (ii) Any event or gathering where alcoholic beverages are consumed shall not be for any business purpose and no pecuniary gain shall be intended or realized by anyone from the holding of the event or gathering;
  - (iii) All persons attending an event or gathering where alcoholic beverages are consumed shall be the personal invitees of User;
  - (iv) No alcoholic beverages shall be given or otherwise supplied to any person under the age of 21 years, nor shall anyone permit any person under that age to consume liquor in the Cascade Club;
  - (v) Alcoholic beverages will not be permitted in the Center for Well-Being.
- B. Banquet Permits. Users may obtain a banquet permit from the Washington State Liquor Board for the purposes of hosting a private function at which alcoholic beverages are served. All functions for which a banquet permit is proposed must be approved at least one week in advance by the Director of Activities and Events or any other person designated by the Director. Notwithstanding the approval of the Director, User shall be solely responsible for insuring that the private function complies with all applicable rules and regulations for the use of such permits.
- C. Code of Conduct.
- (i) All persons must conduct themselves in a civil and courteous manner at all times and must not jeopardize or interfere with the rights and privileges of others;
  - (ii) Loud, profane, indecent or abusive language is prohibited;
  - (iii) Harassment or physical abuse of any person by another is prohibited;
  - (iv) No person's actions shall compromise the safety of another. All persons using the Cascade Club or any other facilities at Trilogy at Redmond Ridge shall obey all safety rules and shall cease unsafe activity when directed to do so by Association staff;
  - (v) Abusive use of the equipment and facilities is prohibited;
  - (vi) Firearms, crossbows and weapons of all kinds are prohibited.