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## Activity and Meeting Room Rental Agreement Terms and Conditions

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1. **Agreement.** Renter agrees to rent the Rental Space (defined below) from the Drachen Foundation (“Drachen”) according to the terms of this Meeting Room and Facilities Rental Agreement (“Agreement”).

2. **Rental Space.** The space rented under this Agreement is the front activities and meeting room of the Drachen office and facilities located at 1905 Queen Anne Ave. N., 2<sup>nd</sup> Fl, Seattle Washington (“Rental Space”). The Rental Space is located immediately adjacent to the second floor stairway and elevator entrance. The Rental Space includes use of the adjoining kitchen and conference room and the restrooms. Renter affirmatively represents that Renter has seen or otherwise understands the physical location, rooms and facilities being rented under this Agreement. The Rental Space does not include parking.

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3. **Deposits and Deposit Refunds.** Renter will submit a \$200 deposit with this Agreement in order to reserve the Rental Space. Drachen will confirm reservation of the Rental Space upon its acceptance of Renter’s executed copy of this Agreement and deposit. No reservation is made until written confirmation is received by Renter. An additional deposit of \$100 is required when alcohol will be served. Deposits may be paid by cash, certified check, or credit card. Following evaluation of the condition of the property after the rental period by Drachen staff, deposits will be refunded within 20 business days less any amount used to offset cleaning charges or damages as set forth below. Deposits for rental periods which are cancelled more than 30 days before the rental period will be refunded less a \$50.00 handling fee. Deposits for rental periods which are cancelled less than 30 days prior to the rental period will be forfeited.

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4. **Rental Rates and Payments.** The total rental fee set forth on the first page of this Agreement must be received by Drachen no less than five business days prior to the date of the rental period, unless other arrangements have been made with Drachen. Failure to pay the rent may result in forfeiture of the Rental Space for the rental period. Renter agrees to pay a finance charge of 1.5 percent of any unpaid balance each month an outstanding balance is owed.

5. **Service of Alcoholic Beverages.** Renters who will serve alcoholic beverages must obtain and display the proper Washington State license. The permit and the person who signed the permit must be present throughout the event. Renter agrees to abide by all laws and regulations regarding service and consumption of alcoholic beverages on the premises. A copy of the permit must be submitted to Drachen prior to the Renter receiving keys to the facility. Kegs may not be used to serve beer without Drachen’s prior approval.

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6. **Availability.** The building will be closed and secured by 11pm on weekdays and 12 am on Fridays and Saturdays. All events must end a half hour prior to the closing time. All persons, supplies, and decorations must be out of the building by that time unless previous arrangements have been made with Drachen. If guests cannot get inside the building, Renter must contact their specified Drachen contact person. The outside door may not be propped open. Except as otherwise permitted in this Agreement, no materials may be stored, left or placed outside of the Rental Space.

7. **Conditions of Use.** Renter's activities during the Rental Period must be compatible with use of the building and activities in areas adjacent to the Rental Space and building. This includes but is not limited to playing music or making any noise at a level that is reasonable under the circumstances. Smoking is not permitted anywhere in the building by local ordinance. The Rental Space must be cleaned and returned to Drachen in the condition it was in prior to the rental. Drachen may deduct charges for cleaning from the deposit for Renter's failure to do so.

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8. **Signs and Decorations.** Signs may not be posted outside of the meeting room except one sign may be placed on the front door directing Renter's guests to the second floor. Use of glitter, sparkles, rice, birdseed, or similar material is not allowed. The use of fire or open flame of any kind, fireworks of any kind, or any toxic or noxious material is strictly prohibited. Signs or decorations may be affixed to any surface only if such affixation will not mar, deface or leave a mark on the surface when removed. NO PENETRATION OF ANY SURFACE. Only tape made specifically for painted walls may be used. All tape, wire, or other items used for decorations must be completely removed after the event. Any other decoration, signage, or construction must be pre-approved by Drachen.

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9. **Damages.** Renter is responsible for any loss or damage to the Rental Space, adjoining facilities, building common areas, or building exterior or grounds. This includes all damages to any equipment, fixtures, surfaces, including the ceiling, floors and floor finishes, or any other property. Deposits may be used to offset the costs of such damages. Renters agrees and acknowledges that Renter's liability for loss or damages is not limited to the amount of the deposits received by Drachen.

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10. **LIMITATION OF LIABILITY. DRACHEN'S LIABILITY TO RENTER FOR DAMAGES ARISING FROM RENTAL OR USE OF THE ACTIVITY AND MEETING ROOM SPACE FOR ANY REASON AND UNDER ANY THOERY OF LAW WHATSOEVER IS LIMITED TO THE TOTAL AMOUNT PAID BY RENTER TO DRACHEN IN RENTAL FEES AND DEPOSITS.** Drachen will not be liable for any failure to perform or damages caused by an act of God, force majeure or other unforeseen event reasonably beyond Drachen's control.

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11. **Renter's Property.** Drachen is not responsible for items belonging to Renter or Renter's guests that are lost, stolen, or damaged during the Rental period. Renter, and Renter's guests as Renter's permitted invitees, **RELEASE DRACHEN FROM ANY AND ALL LIABILITY FOR LOSS OR DAMAGES** to such property.

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12. **Liability for Guests.** Renter is, and hereby acknowledges that it is, liable for the actions and behavior of Renter's guests during the Rental Period, and at any other time such guest is on or around the Rental Space as a result of Renter's use of the Rental Space. Drachen will not be liable for the safety of Renter's guests. **RENTER AGREES TO INDEMNIFY AND HOLD HARMLESS DRACHEN FROM ALL LIABILITY ARISING FROM THE ACTIVITIES OF RENTER AND RENTER'S GUESTS DURING THE RENTAL PERIOD.**

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13. **Reservation of Rights.** Drachen reserves the right to cancel agreements for non-payment or for non-compliance with any of the rules, terms and conditions set forth in this Agreement. Drachen reserves the right to require proof of insurance from Renter as a condition to entering this Agreement.
  
14. **Jurisdiction.** The parties agree that this Agreement will be governed by the laws of the state of Washington, without regard to its choice of law provisions. The parties consent to the exclusive jurisdiction of and venue in the state and federal courts of King County, Washington. Renter agrees to pay reasonable attorney's fees and expenses associated with collection of any unpaid bill.

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