

FOX ISLAND CHAPEL PRESERVATION SOCIETY

400 Sixth Avenue
Post Office Box 545

Fox Island, Washington - 98333-0545

Phone : (253) 549-7039 - FAX: (253) 549-2473 - e-mail: chapelonechobay@comcast.net

USE AGREEMENT – WEDDINGS AND/OR RECEPTIONS

THIS AGREEMENT is made and entered into by and between the **Fox Island Chapel Preservation Society**, hereinafter referred to as "Lessor," and: _____, hereinafter referred to as "Lessee" for use of the

Chapel on Echo Bay, hereinafter referred to as "Facility," for the purposes set forth below:

WHEREAS, the Lessee desires a temporary non-assignable right to use and occupy a portion of the premises of the Facility, NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE FOLLOWING PROMISES, COVENANTS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:

1. The attached CHAPEL ON ECHO BAY - FACILITY RULES and WEDDING INFORMATION sheet form an integral part of and are incorporated into this agreement including

Facility Rules Regarding Alcohol if applicable. **Copies received by Lessee: Date:** _____ **Initial:** _____

2. **USE AND PURPOSE:** The Lessee shall restrict its use of the Facility to the items specifically selected and authorized in the following list. The lessee may not use any other part of the Facility for any other purpose than the items selected without the expressed written consent and permission of the Lessor (Additional fees may apply). [**Lessee initial items selected**]

FACILITY USE:		
The Main Floor	The Lower Floor	The Garden

USED FOR:	
Wedding (including Rehearsal, Setup, Decoration, Photography, Ceremony, & Clean Up)	
Reception with Licensed Professional Caterer*	Reception with Self Catering*
Alcohol (beer and/or wine) Consumption **;	Champagne Toast**

*see Article 1: Facility Rules for definitions

** see Facility Rules Regarding Alcohol

3. **RENTAL PERIOD:** The use of the Facility by the Lessee is restricted to the following date(s) and time(s): (Earliest start time is 10:30AM and all events must end by 9:30PM) TIMES ARE INCLUSIVE OF ALL DELIVERIES, SET-UP, CLEANING, ETC. SEE BELOW

Rental Date(s): _____ (day(s)) of: _____ (month), 20____

Rental Time(s): 5 hours from: _____ AM/PM to: _____ AM/PM - **OR** - 9 hours from _____ AM/PM to: _____ AM/PM on the: _____
Plus up to a 1 ½ hour rehearsal at a date and time to be reserved by the Lessee with the Lessor no later than 30 days prior to the wedding.

Times are inclusive and include items such as, but not limited to: deliveries, photography, decoration, catering set-up and cleanup. Additional fees will be deducted from the conditionally refundable deposit by the 1/2 hour or any part thereof for any time extended beyond those specified above. The Lessee shall vacate the premises and surrender possession of the Facility as set forth in this section. Time shall be of the essence of this agreement. Any additional time shall be granted in writing by the Lessor and paid for as applicable according to the schedule of fees if such permission is granted. If the Lessee fails to vacate the premises and surrender possession of the Facility within the above limits and without the express written permission of the Lessor, all Rental and Cleaning and Deposit fees and further use of the Facility may be forfeited. A booking fee of \$50.00 will be charged for rescheduling any event plus an adjustment in rental fee if applicable. Changing from a wedding and reception to a wedding only OR from any 9 hour event to a 5 hour event will result in a penalty.

4. **RENTAL FEE:** Lessee shall pay to the Lessor for the use and rental of the Facility as described in the previous Articles the sum

of: _____ Dollars (\$ _____), 50% of which is due at the time the facility is booked. An additional conditionally refundable Cleaning and Damage deposit of Five Hundred Dollars (\$500.00) is required at the time the Facility is booked. Liability for cleaning or damage may exceed the amount of the deposit. The balance of the rental fee due must be paid sixty (60) days prior to the rental date. *The facility is not reserved until ½ of the rental fee and the Cleaning and Damage deposit are both paid.*

The Cleaning and Damage deposit and 50% of the rental fee received and reservation confirmed on the _____ day of _____, 20____
Refund of Cleaning and Damage deposit will occur after determination of eligibility by the Chapel Host and the Lessee or the Lessee's Representative. Refund checks are mailed within 30 days after the event.

Lessee Representative: _____

[As applicable – Brides Last Name: _____ Grooms Last Name _____]

5. LAWFUL USE: Lessee agrees to comply with all of the laws of the United States and the State of Washington and all of the ordinances of the County of Pierce, Washington and with the Facility Rules given in Article 1 of this agreement.
6. ASSIGNMENT: No assignment of this agreement shall be made by Lessee without prior written consent of the Lessor.
7. INSURANCE: Lessee agrees to obtain a "Certificate (or Evidence) of Insurance" or a "Short Term Special Event Insurance Policy" covering public liability with combined bodily injury and property damage in an amount equal to their home owner's or renter's insurance coverage but not less than Three Hundred Thousand Dollars (\$300,000) for the duration of the rental period. The Certificate, Evidence, or Policy must name the Fox Island Chapel Preservation Society as the additional insured or holder and include the name and address of the insurance provider and the signature of a representative of the insurance company. Such a document may be obtained as a part of an individual's home owners or renter's insurance policy. The Lessee shall furnish the Lessor a copy of the document not less than sixty (60) days prior to the rental date or coincidental with the deposit if the time span is less than 60 days. *Failure to meet this deadline results in loss of the total deposit and cancellation of the event.*
8. CANCELLATION BY LESSEE: In the event the Lessee cancels the event more than sixty (60) days prior to the rental date, the deposit is forfeited and any rental fee paid is refunded. In the event the Lessee cancels the wedding less than sixty (60) days prior to the rental date, the Lessee forfeits the Cleaning and Damage deposit and all rental fees paid. In the event that the Lessee cancels either part of a combined Wedding and Reception Use Agreement, a fee of half of the total fee for the portion canceled will be paid for the cancellation.
9. CANCELLATION BY LESSOR: In the event that the balance due and the certificate of insurance have not been received sixty (60) days prior to the rental date, the Lessor may cancel the reservation and all deposits and fees paid are forfeited. In addition to the right to terminate this agreement upon Lessee's default, the Lessor shall have the right to terminate all or part of this agreement at any time, without liability to the Lessor upon thirty (30) days written notice provided, however this agreement may at any time be terminated when the facilities are required for public necessity or emergency use. Under such termination, any and all deposits and fees paid by the Lessee shall be refunded.
10. INDEMNITY / WAIVER: The Lessee further agrees and warrants that the Lessee and any member of the Lessees Party including: guests, caterers, musicians, performers, drivers, etc. shall indemnify and hold harmless the Lessor, its Board of Directors, all its employees and the Facility, from any and all loss, theft, injury, expenses, damage claim, legal action, or any other type of liability whatsoever, including court costs and attorneys' fees that may arise out of the use of the Facility.
11. DEFAULT: Should the Lessee default in the performance of any of the terms and conditions of this agreement, the Lessor at its option may terminate the agreement. Lessee shall be liable for the full amount of the fee provided herein. Any deposit made by the Lessee to the Lessor shall be retained by the Lessor.

The Lessor reserves the right to cancel the use agreement and to evict the Lessee and/or any other members of the party from the premises at any time if, during the course of the use of the Facility, any Pierce County noise ordinances are violated or any other law violations occur, including, but not limited to the serving of liquor to minors, the use or sale of illegal substances or the sale of liquor. The Lessor further reserves the right to evict the Lessee and/or members of the party in the event that any unsafe or disruptive conditions are being maintained on the Facility by the Lessee and/or their guests upon request of Pierce County law enforcement officials or the Chapel Host for the Lessor. In the event of the termination of the event for any of the reasons set forth in this paragraph, there will be no refunds of any rental fees or deposits paid.

The Lessee bears the risk of any conditions beyond the control of the Lessor that will make the Facility unsuitable for use and occupation for the event for which the Facility is rented.

If a Credit or Debit Card is used in this transaction, the Card Member acknowledges receipt of goods and/or services in the amount of the total shown hereon and agrees to perform the obligations set forth by the Card Member's agreement with the issuer.

SIGNED this _____ day of _____, 20_____.

APPROVED: LESSEE

APPROVED: LESSOR

(Signature)

(Signature)

By: _____
(Print Name)

By: _____
(Facility Representative)

Lessee Address: _____

City: _____ State: _____ Zip: _____ Lessee Phone: (____) _____

(As applicable) Bride's Name: _____ Phone: (____) _____

(As applicable) Groom's Name: _____ Phone: (____) _____

Contact email address(es): _____