



BAY CHALET RENTAL AGREEMENT

This Rental Agreement is entered into by and between the City of Thorne Bay and the Renter indicated below for the days herein specified:

NAME _____	TODAYS DATE _____
ADDRESS _____	PHONE NUMBER _____
DATE(S) YOU WOULD LIKE TO USE THE BAY CHALET _____	
BRIEFLY DESCRIBE THE ACTIVITY THAT WILL BE TAKING PLACE IN THE BAY CHALET _____	

WILL ALCOHOLIC BEVERAGES BE SERVED OR BROUGHT TO THE ACTIVITY? ___ YES ___ NO	
IF YES, SEE SECTION (2) BELOW	
If key is not returned by close of business, next business day, deposit will be forfeited.	
RATE: \$35.00 PER EVENT/DAY + tax	CLEANING/DAMAGE DEPOSIT: \$70.00

- (1) Renter hereby agrees to defend, indemnify and hold the City of Thorne Bay harmless from and against all claims, actions, and/or judgments for damages to property or injury to or death of persons suffered by any person, firm, or corporation arising out of or in connection with any event occurring on the premises, regardless of whether or not the renter has allowed alcoholic beverages to be brought onto the premises, said indemnification to include all attorneys' fees and costs incurred by the City of Thorne Bay in defending such a claim or action. Renter understands and agrees that renters use the premises at renter's own risk and the City of Thorne Bay does not assume responsibility for loss or damage to property or injury to persons within or upon the Bay Chalet.
- (2) **If you are planning to serve alcoholic beverages and/or allow alcoholic beverages to be brought for consumption by those persons attending the activity for which you are renting the Bay Chalet, and your event is a fundraiser or you intend to charge people any sum to attend the event, you must obtain appropriate permit(s) prior to the event from the Alcoholic Beverages Control Board, telephone (907) 277-8638. The Bay Chalet may not be rented for such activity until proof of such permit(s) from the Alcoholic Control Board is presented. Except as provided above, individuals and groups hosting gatherings to which guests bring their own alcoholic beverages are not required to obtain an Alcoholic Beverage Control Board permit.**

**SUNDAY THROUGH THURSDAY ACTIVITIES MUST END BY 11 P.M.
FRIDAY AND SATURDAY ACTIVITIES MUST END BY MIDNIGHT**

By signing this agreement I indicate I have read, understand and agree to abide by all of the terms and rules listed in this agreement. I further agree that any violation of said rules will result in the immediate termination of this agreement and the forfeiture of any deposit being held.

Signed _____

Date _____

08/04/17

RULES & REGULATIONS FOR THE USE OF THE BAY CHALET

- 1. AGE:** Renter must be 21 or more years of age and show proof of age if requested.
- 2. USE:** The Bay Chalet is to be used only for the purposes described and for the length of time described in the signed rental agreement. Use for any other purposes or period of time other than those described by Renter in the rental agreement shall be grounds for immediate termination of the rental agreement and grounds for the forfeiture of any deposit being held by the City. Rental shall abide by all local, state and federal regulations; respect the rights of residents near the Bay Chalet and keep noise to a level that does not disturb nearby residents; monitor and maintain complete control over all persons at all times; avoid deliberate or negligent destruction or damage to any property in or about the Bay Chalet and to promptly pay for all damages the property sustains; to comply with any other rules, directions or requests imposed by the City subsequent to the signing of the rental agreement for the safety, care and cleanliness of the Bay Chalet and surrounding area and the comfort, quiet and convenience of nearby residents.
- 3. RENT:** Rent shall be \$35.00 per rental period and/or day.
- 4. DEPOSIT:** There will be a \$70.00 deposit, paid in advance, for cleaning, damages, loss and labor necessary to return the Bay Chalet to the condition it was in prior to the rental period. Cleanup of the building will be completed immediately following the use of the Bay Chalet by the Renter. The \$70.00 deposit will not be returned until an authorized City representative examines the building for damages and determines it has been satisfactorily cleaned and returned to its original condition by Renter.
- 5. KEY:** Renter agrees to pick up and return the key during business (8:00 a.m. to 4:00 p.m. weekdays). If the key is not returned by close of business, next business day, deposit will be forfeited. If the key is not returned by the Renter, the Renter shall pay the costs for replacement of the locks on the doors of the Bay Chalet.
- 6. DAMAGES:** Renter is responsible for all damages and agrees to promptly pay for all damages to the premises caused during the time of use. Renter will immediately report any damages to the building whether they have been caused during the rental period or by a previous Renter. Failure to do so may result in the damages being billed to the Renter.
- 7. ACCIDENTS AND LIABILITY:** Renter agrees to defend, indemnify, and hold the City harmless from any and all claims or lawsuits arising from any event on the premises during Renter's use of the premises. This indemnification will apply regardless whether or not the Renter brings or allows alcoholic beverages to be brought onto the premises. The City will not be liable for any such claims or injuries. Renters understand and agree that renters use the premises at renters' own risk and the City does not assume responsibility for loss or damage to property or injury to persons within or upon the Bay Chalet.