

# T. F. McElroy Temple Association inc.- Rental Agreement

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**Thornton F. McElroy Temple Association Inc.**  
**-FACILITY RENTAL AGREEMENT –**  
**February 1, 2014**

**Proposed Renter:**

Individual's Name: (ID Required) \_\_\_\_\_  
Organization Name: \_\_\_\_\_  
Org Type:  Inc.  LLC  Non-Profit  Individual  Group  Other  
Address: \_\_\_\_\_  
City: \_\_\_\_\_  
Type of ID shown to agent: \_\_\_\_\_  
Referral: \_\_\_\_\_  
Liability Insurance Document: \_\_\_\_\_  
UBN for Business Renters: \_\_\_\_\_  
If Non- Profit a Tax ID Number is Required: \_\_\_\_\_

1. **Landlord.** Name and Mailing Address:

**Thornton F. McElroy Temple Association Inc.**  
**(501(C2) WA Not-For-Profit Corporation)**  
**P.O. Box 23573, Federal Way, WA 98093**

Emergency Phone Number: \_\_\_\_\_  
Name of Agent for Temple Association: \_\_\_\_\_  
Phone Number of Agent \_\_\_\_\_

2. **Premises.**

A. **Location.** The premises are located at:

Address: 1700 S 340<sup>th</sup> St, Federal Way, Wa

B. **Premises Rented.**

Kitchen and Dining Room  
 Kitchen Only  
 Meeting Room (Large)  
 Meeting Room (Small)  
 Other: \_\_\_\_\_

3. **Term**

**Recurring Tenant Usage:**

1. Use of premises the following Months:  
Jan Feb Mar Apr May June July Aug Sept Oct Nov Dec - Other

2. **Closed to Public Days within Month** (Tiled):

Day(s) of the week: \_\_\_\_\_  
(day of usage if periodic) 1<sup>st</sup> 2<sup>nd</sup> 3<sup>rd</sup> 4<sup>th</sup> 5<sup>th</sup> Su - M - T - W - Th - F - Sa

Description of Periodic rental: \_\_\_\_\_

3. **Open to Public Days within Month:**

Day(s) of the week: \_\_\_\_\_  
(day of usage if periodic) 1<sup>st</sup> 2<sup>nd</sup> 3<sup>rd</sup> 4<sup>th</sup> 5<sup>th</sup> Su - M - T - W - Th - F - Sa

Description of Periodic rental: \_\_\_\_\_

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2. Hours of the day: start \_\_\_\_\_ end \_\_\_\_\_ or period\_ (See Building use Policy)
3. Total Rent \$ \_\_\_\_\_
4. The tenant will pay rent in the amount of \$\_\_\_\_\_ per \_\_\_day \_\_\_ Month \_\_\_ year\_\_\_, due on the first day of each month, in advance, to the Landlord.

## C. Fees:

- Rental Fee: \_\_\$\_\_\_\_\_
- Alcohol Fee: \_\_\$\_\_\_\_\_
- Cleaning Deposit \$\_\_\_\_\_ (Portions may be Refundable based on condition of property and rental agreement)
- Security Deposit \$\_\_\_\_\_
- Deposit Due at Signing: \$ \_\_\_\_\_
- Balance Due: \$ \_\_\_\_\_
- Balance is due 30 days prior to event, with copy of “proof of insurance” and alcohol documents if required.

## 4. Conditions of Usage

Tenant agrees that premises will be used for the foregoing purpose(s) listed in paragraph 2 and for no other purpose. Tenant also agrees NOT to use the premises or any part thereof for any illegal purpose, and to comply with all city, county and WA state codes, statutes and regulations concerning the use of said facilities. Tenant also agrees not to enter or occupy the building, or any portion thereof, on any date other than that or those specified in paragraph 2, nor to enter or occupy the building for any hours other than the hours listed specified in paragraph 2 above.

**5. Security Deposit.** Unless this section is crossed out and initialed by the Landlord, a security deposit in the amount of \$\_\_\_\_\_will be paid in advance to the Landlord. These monies will be held by the Landlord and returned to the Tenant upon completion of the period of this Lease, subject to payment of all rents due, return of the premises in the condition they were rented, ordinary wear and tear accepted, and return of all keys issued.

**6. Utilities.** Landlord will pay for utilities, including trash collection, electric, water and heat, supplied to the premises, and these services are included in the rental fee.

**7. Subletting.** The tenant agrees not to sublet the premises or to assign this agreement, or any part thereof without written consent in advance of the Landlord.

**8. Keys.** If a key has been issued to Tenant, Tenant agrees not to duplicate this key, nor allow the same to happen, and to return the key to the Landlord upon termination of this agreement.

**9. Maintenance of Premises.** Tenant agrees to repair, in a neat and workmanlike manner, all damage done during the periods of their occupancy of the demised portion of the premises; to use due precautions against the freezing of water or waste pipes, and stoppage of the same in or about the premises. In case of freezing or clogging of water or waste pipes by neglect of Tenant, the Tenant shall be required to repair same at their expense, as well as all damage incurred thereby.

## 10. Tenant's Obligations.

### Tenant agrees to:

A. Properly dispose of rubbish, garbage and waste in a clean and sanitary manner at the conclusion of each day of utilization by depositing the same in the garbage cans provided. .

B. Properly use and operate all electrical, gas, heating and plumbing facilities, fixtures and appliances.

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C. Neither negligently nor intentionally destroy, deface, damage, impair or remove any part of the premises, nor the appurtenances, facilities, equipment, furniture, furnishing or appliances, nor permit any member of the lessee's group nor its invitees, licensees or other persons acting under its control to do so.

D. At the conclusion of each period of occupancy, all equipment supplies and personal belongings, in the alternative, and if storage facility is listed under the portions of the premise rented or leased, to place the same within the storage facility at the end of each day's occupancy. Landlord assumes no responsibility of any kind for any equipment, supplies or personal belongings of Tenant, its agents, servants, employees, invitees, or guests, and shall have no liability for the same under any circumstances.

**11. Insurance.** If this agreement is for multiple usages, Tenant shall provide Landlord with a Certificate of Insurance from a reputable liability insurance policy, naming Landlord as an additional insured under a comprehensive general liability policy with minimum liability limits of \$500,000.00 per person, and to furnish a copy of same, together with any renewals thereof, to the Landlord.

**12. Surrender of Premises.** At the conclusion of the period of occupancy specified, Tenant agrees to quit and surrender said premises to the Landlord. This provision shall apply both by expiration of time, or in the event of default in payment of any installment of rent. Tenant further grants to Landlord a lien upon any equipment, supplies, or personal belongings left behind at the conclusion of any period of tenancy for thirty (30) days following written notice of the same to Tenant at the address on this document.

**13. Hold Harmless.** Tenant agrees, on behalf of its members, agents, servants, employees, guests or invitees, to defend and hold harmless the Landlord from any causes, claims, demands, or causes of actions or suits, brought by or on behalf of itself, its agents, servants, employees, guests or invitees, whether for property damage, personal injury or wrongful death, allegedly caused in whole or in part by any condition of the building or negligent acts or failures to act by Landlord.

**14. Costs and Attorney's Fees.** If, by reason of any default or breach of the terms of this lease/rental agreement, or failure to perform of any of the provisions thereof, which results in the retention of counsel by either party, the losing party agrees to pay all reasonable costs and attorney's fees incurred in connection thereof. It is further agreed that the venue of any legal action brought under the terms of this agreement will be in the Superior Court of the county in which the premises are located.

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**IN WITNESS THEREOF, The Landlord, by its Agent, and the Tenant, together with any guarantor required hereunder, set their hands on the dates indicated..**

**Landlord:**

Name: \_\_\_\_\_

By: \_\_\_\_\_

(print name, then signature of Agent)

Dated: \_\_\_\_\_

**Tenant:**

Name of Organization: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Dated: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Type of ID presented \_\_\_\_\_

**Guarantor:**

I/we guarantee the performance of all of Tenant's obligations under this Agreement.

Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Dated: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**Initial:**

Received copy of Rental Policy: \_\_\_\_\_

Received copy of Cleaning Fees: \_\_\_\_\_

Received copy of Internet Use Policy: \_\_\_\_\_

Received copy of Audio Visual Equipment Policy: \_\_\_\_\_

Received and initialed copy of Key Agreement: \_\_\_\_\_