

2024 Town of Malden Training Room Lease Agreement

THIS LEASE, between Town of Malden and _____

Here in after referred to as Tenant, constitutes an agreement to rent the following specifications:

Date(s) of Event:	
Facility(s) Utilized:	
Event Description:	
Contact Person:	
Phone Number:	Alt. Phone Number:
Email Address:	
Other Information:	

Lease Conditions

1. The Tenant agrees to set up any and all needs for their respective event, keep the premises clean and orderly, and at the expiration of the term, perform any cleaning services necessary to leave the facility as it was found. In the event any part of the facility and/or the Training Room is damaged as a result of any action by the Tenant or the Tenant's agents, employees, guests, invitees or assistants to Tenant (paid or unpaid), the Tenant agrees to pay for the cost of repairs for said damages. Payment for said repairs is due within 30 days after the scheduled event.
2. The Tenant rents the facility in its "as is" condition. Additional amenities deemed necessary by the Tenant shall be the responsibility of the Tenant to supply and to remove at the end of the lease period. The Tenant agrees not to assign this agreement, nor sublet the whole or any party of the premises, nor make any alterations, without the written consent of the Town of Malden

3. The Tenant agrees to pay all fees and charges 14 days prior to the date of the event and secure all public permits necessary for said function. Failure to make payment within the specified timeline will result in this Lease becoming null and void.
4. Payment in full and a signed Lease Agreement are required to secure the dates of your event. The payment is non-refundable unless a written cancellation notice is received in the office 30 days prior to the reserved date of the event.
5. The Town shall allow the Tenant to access the existing connections for electricity and water and to use electricity and water at no extra cost.
6. The Tenant must haul away any refuse at their own expense. Any refuse not hauled away by the Tenant will be disposed of by the Town. The tenant will have to reimburse the Town for all costs thereof.
7. The Tenant agrees to comply with all rules enforced by the Town of Malden regarding the use of any Training Room facility.
8. The Tenant is informed that this Lease is not an exclusive use of the entire facility, and that simultaneous lease of the Facility is common practice.
9. Tenant agrees to hold Town of Malden and all of its officers and employees harmless against, and to defend the Town and its officers and employees against, any claim of injury to person or property made against the Town or any of its officers and employees on account of any action or omissions of said Tenants, or the Tenant's agents, employees, guests, invitees, or assistants to Tenant (paid or unpaid).
10. Tenant agrees to secure a general liability insurance policy of at least \$500,000.00, or in the case of an event where alcohol may be served, \$1,000,000.00, with a minimum of \$500,000.00 for Property Damage to protect both the Town of Malden and Tenant. Tenant agrees to furnish a certificate of insurance naming **Town of Malden, 14 W. Moreland Ave Malden WA 99149** Additionally Insured to show such insurance is in force for the duration of the event. The Certificate must be attached to signed contract and received by the Town of Malden, NO LATER THAN TWO WEEKS PRIOR to the starting date of lease. Any exceptions or special conditions must be stated on this contract.
11. Tenant agrees to post Banquet Permit required by the Washington State Liquor Board if supplying/serving alcoholic beverages. The application for permit can be found at <https://lcb.wa.gov/licensing/order-banquet-permits-online> .
12. In the event the premises shall, through no fault of the Tenant, become wholly or partially unusable before the tenancy, this Lease may be terminated by either party without penalty.
13. The Tenant agrees to not hang anything, cause damage, or add damage to the walls and ceilings of the leased facility(s).
14. Violation by the Tenant of any of the above terms and conditions shall be deemed a forfeiture of this Lease, and it shall entitle the Town to immediately terminate this Lease and demand immediate vacation of the premises. The Tenant shall be liable for any damages resulting from any violation of this Lease. If the Town prevails in any legal

action or court proceeding to enforce its rights under this lease, including any action to recover any damages, the Tenant must pay the Town the costs it incurs to enforce its rights, including court costs and attorney fees.

I, _____ have read the contracts terms and agree to abide by them in renting a facility(s) at Town of Malden 14 W Moreland Ave. I agree to provide necessary insurance coverage as well as obtain any and all permits required as necessary for the stated function.

_____ **Tenant Signature** _____ **Date**

For Office Use Only:

Reservation on Calendar:		Lease Agreement Received:	
Payment Received/Receipt:		Operations Coordinator Notified:	
Event Plan Received:		Invoice Number:	
Rental Amount:		Insurance Certificate Received:	