Glenhaven Lakes Club, Inc Clubhouse Usage and Reservations

- 1. The GLC main island will be open daily for use from mid June through August during the hours of 10:30 am to 8:30 pm. Signing in is required. The clubhouse is open from September through mid June by reservation only.
- 2. See GLC policy for using recreational grounds and facilities (policy # 07-07-04P) and clubhouse rules attached.
- 3. Request for reservations will be made to the office not more than 60 days in advance of the proposed date of reservation.
- 4. If the clubhouse is available for reservation, the requesting party will enter into a written agreement acknowledging the written responsibilities set forth within the GLC policy for using recreational grounds and facilities.
- 5. The party making the reservation will provide a deposit at least one week prior to the event. One hundred dollars of the deposit will be returned within 14 business days following the date of the reservation, pending inspection by GLC staff. (Clubhouse Reservation is \$150 with a \$50 non-refundable fee). If part or all of this deposit is to be retained for any reason, GLC will notify the party within 14 business days after their reservation.
- 6. The party making the reservation understands and agrees to the following.
 - That they will execute a hold harmless agreement between themselves and GLC, Inc.
 - That they will be responsible for all damage that occurs to the clubhouse and clubhouse property.
 - That no Alcoholic beverages are allowed in or around the clubhouse or clubhouse property unless the member obtains a State of Washington Alcohol Handlers Permit, adds GLC to their liability insurance as an additional insured and pays a refundable deposit of \$450.00
 - That their reservation will end no later than 10:00 pm with furniture placed in its original position at least 8 inches from heaters, clubhouse cleaned and floors swept and mopped.
 - That all garbage must be taken from premises after the event.

Signed:	Date:		
GLC Staff:	Date:		

Glenhaven Lakes Club, Inc Clubhouse Usage and Reservations

This agreement made this	day of	, 20 t	y and between	Glenhaver
Lakes Club, Inc., a Washington	Municipal corpora	ation, of Whatcom	County as ow	ner,
hereinafter referred to as "GLC'	' and		_member of G	lenhaven
Lakes Club, Inc. hereinafter refe	erred to as "user".	For and in conside	ration of the p	rivilege of
conducting operations on or abo	out GLC property	on	, 20	from
:am/pm to:	am/pm			

The undersigned user herby covenants and agrees:

1. HOLD HARMLESS:

To protect, indemnify, defend and to hold and save harmless GLC, its elected officials, agents and employees, their successors and assigns, heirs, executors, and administrators from and against all liabilities, obligations, fines, claims, for mechanics liens, damages, penalties, causes of action, costs and expenses (including without limitation attorney's fees and expenses), and any and all claims by or on behalf of any person or persons, firm, or corporation, in connection with any such items of actual or alleged injury or damage;

- Arising out of acts or omissions of the user, its servants, agents, invitees, guests and employees on or about GLC property, or
- Arising out of the use of GLC property of any thereof, including but not limited to, floats, docks, or piers, ramps, and approaches, buildings, sidewalks, curbs, parking lots, streets, or ways or
- Due to arising out of any failure on the part of the user to perform or comply with any rule, ordinance, or law to be kept and performed.

2. THE UNDERSIGNED USER HERBY AGREES TO INDEMINIFY GLC FOR THE CONCURRENT NEGLIGENCE OF GLC AND THE UNDERSIGNED USER:

• This indemnity agreement does not apply when such damage or injury is caused solely by negligent acts of GLC, its elected officials, agents or employees.

3. INCREASE IN COST OF INSURANCE:

• To pay any and all costs identified by GLC as increases in existing rates of GLC insurance premiums occasioned by the undersigned's conducting its commercial operations on or about GLC property.

4. JOINT, SEVERAL AND PERSONAL LIABILITY:

• In the event of the failure of the user to perform as herein specified, the undersigned as and individual signing for the user, personally guarantees the user's performance.

5. CAPTIONS:

• The captions in this agreement are for the convenience only and do not in anyway limit or amplify the provisions of this agreement.

6. INVALIDITY OF PARTICULAR PROVISIONS:

• If any term or provision of this agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be effected thereby and shall continue in full force and effect.

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IN WHITENESS WHEREOF, the parties have signed this agreement as of the day and year first above written.

Glenhaven Lakes Club, Inc.	<u>User</u>			
Signature of GLC Staff	Signature of member			
Printed name of GLC staff	Printed name of member			
Clubhouse	e Key Deposit			
key at the end of my reservation within 3 days of my final reserv	promise to return the GLC clubhouse reservation schedule. IF the Key is not returned final reservation date then I understand that my deposit will not be returned to me.			
GLC Member	Date			
Staff	Date			