

**APPLICATION FOR USE OF KBH ARCHERS PROPERTY**

Name of applicant or organization: \_\_\_\_\_

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

Telephone: home: \_\_\_\_\_ cell: \_\_\_\_\_

E-Mail address: \_\_\_\_\_

Facility requested: Clubhouse \_\_\_\_, Campground \_\_\_\_, Full Access \_\_\_\_

Date (s) facility requested: \_\_\_\_\_

Approximate number of people: \_\_\_\_\_

Arrival time: \_\_\_\_\_ Departure time: \_\_\_\_\_

Description of event: \_\_\_\_\_

Will there be an admission, collection, or other funds solicited? \_\_\_\_\_

THE UNDERSIGNED HEREBY MAKES APPLICATION TO KBH ARCHERS FOR USE OF THE CLUB HOUSE AND/OR FACILITIES AS DESCRIBED ABOVE AND CERTIFIES THE INFORMATION GIVEN IN THE APPLICATION IS CORRECT. THE UNDERSIGNED FURTHER STATES THAT HE/SHE HAS THE AUTHORITY TO MAKE THIS APPLICATION AND AGREES THAT THEY WILL OBSERVE ALL RULES AND REGULATIONS INCLUDED IN THE ATTACHED RENTER AGREEMENT.

USE AGREEMENT FEES SHALL BE DETERMINED BY THE LATEST ESTABLISHED RATES AND PAID TO KBH.

Renter: \_\_\_\_\_ KBH Archers rep. \_\_\_\_\_

Date of application and fees received: \_\_\_\_\_

Condition of building and grounds before event: \_\_\_\_\_

Condition of building and grounds upon completion of event: \_\_\_\_\_

Security Deposit received before: event: \_\_\_\_\$\_\_\_\_\_

Security Deposit returned and reason for not returning full amount: \_\_\_\_\$\_\_\_\_\_

**USE AGREEMENT  
KBH ARCHERS PROPERTY**

This agreement is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by KBH Archers, a non-profit corporation, organized and existing under the laws of the State of Washington, acting by and through its Board of Directors, herein called "KBH Archers" and \_\_\_\_\_, herein called "Renter".

KBH Archers agrees to furnish, for the purposes herein named, KBH Archers PROPERTY along with adequate parking and no other portion of said property belonging to KBH Archers. The premises will be lighted and cleaned, and contain such equipment therein as may be there at the time of the execution of this agreement. The purpose of the event is \_\_\_\_\_ and will commence at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

KBH Archers approval is required for any out-of-door activities on the premises, including, but not limited to, assembly of guests, preparation of food, and placement of supplies, materials, waste, decorations, and vehicles. Approvals will, as needed, include measures to protect ranges, building surfaces, fire suppression, and service access, and prevent general nuisances on-site and to neighbors.

Renter shall take measures to protect ranges, building surfaces, surrounding grass and wooded areas from damage and fire. Renter shall not block range access, and shall prevent general nuisances on-site and to neighbors. Preparation of food, and placement of supplies, materials, waste, decorations, and vehicles shall not interfere with emergency vehicles and fire hydrant access. Campfires are only permitted in established fire rings, when burning is allowed by Mason County.

The Renter agrees to pay KBH Archers for the use of said premises the sum of \$ \_\_\_\_\_, part of which shall be paid at the time of signing of this agreement and is non-refundable. The balance shall be paid \_\_\_\_\_ days before the scheduled event.

TERMS AND CONDITIONS: This agreement is made and entered into upon the following terms and conditions, all and every one of which the Renter hereby agrees to:

1. SECURITY DEPOSIT: Renter shall deposit \$150.00 per day, \$50.00 per youth group, \$20.00 per hour or other amount agreed to with KBH Archers, which amount shall be held by KBH Archers as security for the full and timely performance by Renter of the terms and conditions herein and for the payment of any final judgment that may be rendered against Renter for a breach of those terms and conditions. No interest shall be paid on the deposit. The rights of

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KBH Archers against Renter for a breach of this agreement shall in no way be limited or restricted by this security deposit, but KBH Archers shall have absolute right to pursue any available remedy to protect its interests herein, as if this security deposit had not been made. The deposit shall be returned to Renter at the expiration of this agreement provided that all the terms and conditions herein contained have been fully performed by Renter.

2. IMPOSSIBILITY OF PERFORMANCE: If the said premises or any part thereof shall be destroyed or damaged by, or any other cause, or if any other causality or unforeseen occurrence shall render the fulfillment of this contract impossible by KBH Archers, KBH Archers shall not in any way be held liable or responsible to the Renter for any damages caused thereby.

3. CONTROL OF BUILDING: By agreeing to furnish said premises to the Renter, KBH Archers does not relinquish the right to control the management thereof and to enforce all necessary and proper rules for the management and operation of the same and KBH Archers or their designated agents or other representatives shall have the right to enter into and upon premises or any part thereof at all reasonable hours for the purposes of examining the same or making such repairs or alterations thereon as may be necessary for the safety and preservation thereof.

4. ALCOHOLIC BEVERAGES: If alcoholic beverages are served, appropriate banquet permits are to be obtained and displayed by the Renter. Alcoholic beverages must be dispensed from a designated location and in a manner approved by KBH Archers. Under no circumstances shall there be alcoholic beverages consumed outside the clubhouse. No keg beer is allowed, but bottles and cans are permissible. Possession or use of intoxicating beverages by minors shall result in expulsion from the premises. Under no circumstances shall there be alcoholic beverages consumed before shooting on the ranges or during shooting on the range.

5. THROWING OF MATERIALS: There will be no throwing of materials such as birdseed, popcorn, etc. in the buildings. This can be done outside, away from the building; all sidewalks shall be swept clean of materials. No rice shall be thrown. No other throwing of materials will be allowed anywhere on the property. No throwing of Tomahawks or Knives, etc. No fireworks.

6. RANGE USE: Archery will be done only on the ranges. Youth group shooting activities require supervision of a certified archery instructor. No firearms are to be used, including pellet, BB, compressed air guns, etc. No Crossbow are to be used.

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7. **SMOKING POLICY:** KBH Archers is a non-smoking establishment. There will be no smoking anywhere in the Club House, including bathrooms inside and outside or on all ranges. Smoking will be permitted in the parking area only. If it has been determined that this has not been followed, forfeiture of the Security Deposit will result. State regulations apply for entry to the buildings and where the public gathers.

8. **DAMAGE AND CLEAN UP:** The Renter shall be responsible for immediate repair or payment for immediate report to damage occurring during the time of the Use Agreement to any personal property, equipment, furnishings, furniture, or portions of the real property, doors, windows, or fixtures (including floors, walls, plate, and other glass, etc.). There will be a clean up fee of \$75.00 charged, unless the Renter chooses to clean up. Cleaning includes emptying garbage, cleaning up dishes and leaving the building in the condition that it was found, policing the ground and picking up trash and leaving the grounds in the condition that it was found. Trash shall be moved to the trash shack.

9. **OVERTIME CHARGE:** In the event the Renter shall remain on the premises after the conclusion of the Renter agreement as above set forth, Renter shall pay to KBH Archers the sum of \$40.00 per hour for each hour of occupancy after the hour here in above set forth.

10. **USE OF PREMISES:** Renter shall use the premises for no other purpose or business other than that of conducting the stated purpose of the event. Nothing of an improper, illegal or immoral nature shall be permitted thereon.

11. **LAW OBSERVANCE:** The Renter agrees that every member or guest connected with said event, as set forth in this agreement, or any other person or persons allowed on the premises by said Renter or on the premises as a result of the Renters event, shall abide by, conform to, and comply with all the laws of the United States and the State of Washington, and all the ordinances of the Counties of Mason and Kitsap, and the rules and regulations of KBH Archers for the governing and management of said facilities, together with all rules and requirements of the police and fire departments of the area. Renter will not do, nor suffer to be done, anything on said premises during the term of this agreement in violation of any such rules, laws, or ordinances, or if the attention of the Renter is called to such violation on the part of the Renter or any person employed by or admitted to the said premises by the Renter, the Renter shall immediately desist from and correct such violation. It is understood that this includes the use of drugs or other illegal substances, which are regulated by such laws. Children of the Renter

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and/or guests are the responsibility of the Renter and must not be allowed to run free and must be supervised at all times. No pets shall be allowed in the Clubhouse or Restrooms. The exception to this rule would be working dogs. If not doing so the renter and all associated people are required to leave the KBH Archers property and forfeit any return of funds.

12. CAPACITY in club house: In no event shall persons be admitted nor tickets be sold to the premises in excess of 150 constituting the capacity of said premises.

13. DEFACEMENT OF BUILDINGS: The Renter shall not injure, mar, nor in any manner deface said premises and shall not cause nor permit anything to be done whereby said premises shall be in any manner injured, marred, or defaced, nor shall Renter or Renter's agent drive or permit to be driven any nails, hooks, tacks or screws in any part of said building, nor shall Renter make or allow to be made, any alterations of any kind therein.

14. RESPONSIBILITY: If said premises or any portion of said building or personal properties located therein during the term of this agreement be damaged by the act or fault or negligence of the Renter or the Renters agent, employ, patrons, guests or any other person admitted to the said premises by the Renter, or on the premises as a result of the Renters event, the Renter shall pay to KBH Archers on demand such sums as deemed necessary to restore said premises to their condition at the time the agreement was executed. The Renter hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said premises or to any portion of said building by the employees or any person acting for or on behalf of the Renter, or for any person on the premises as a result of the Renter's event, and the Renter agrees to have on hand at all times sufficient security force or other representatives or employees to maintain order and protect persons and property.

15. CLEAR EXITS AND AISLES in club house: Renter will permit no chairs or movable seats or any other obstructions to remain in entrance halls or exterior or interior doors, and will keep said passageways clear at all times.

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16. OBSTRUCTIONS:

- No portion of the sidewalks, entries, or any ways of access to the utilities of said building shall be obstructed by the Renter or used for any purpose other than for ingress to and egress from the demised premises, and the doors, windows, or any other openings that reflect or admit light into any place in the building shall not be obstructed by the Renter.
- Toilet, urinal, lavatory, sink, and shower, shall not be used for any purpose other than for which they were constructed and intended for use, thus no floor sweepings, rubbish, flushable wipes, rags, diapers, papers or other substances shall be thrown therein. The Renter shall pay any damage resulting to them on account of the misuse of any nature or character whatsoever.

17. ASSIGNMENTS: The Renter shall not assign this agreement nor suffer any use of said premises other than that herein specified nor sublet the premises or any part thereof without the written consent of KBH Archers.

18. RENTER'S PROPERTY: KBH Archers assumes no responsibility whatever for any property placed in premises by the Renter or by any person or persons. KBH Archers is hereby expressly released and discharged from any and all liability for any loss, injury, or damage to persons or property that may be sustained by reason of the occupancy of said facilities under this agreement, and any watchman or other protective service desired by the Renter must be arranged for themselves.

19. INDEMNIFICATION OF KBH Archers: KBH Archers shall not be liable for any loss, injury, death or damage to persons or property which at any time may be suffered or sustained by Renter or by any person whosoever may at any time be using or occupying or visiting the demised premises or be in, on, or about the same during the term of this agreement, whether such loss, injury, death or damage shall be caused or in any way result from or arise out of any act, omission, or negligence of Renter or of any occupant, subtenant, visitor, or renter of any portion of the premises or shall result from or be caused by any other matter or thing whether the same kind as or of a different kind than the matters or things set forth, and the Renter shall indemnify KBH Archers against all claims, liability, loss or damage whatsoever on account of any such loss, injury, death, or damage. This section shall not apply to loss, injury, death or damage arising by reason of the negligence or misconduct of KBH Archers, its agents or employees.

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20. ATTORNEYS FEES: If any action at law or in equity shall be brought to recover any fees under this agreement, or for or on account of any breach of, or to enforce or interpret any of the covenants, terms or conditions of the agreement, or for the recovery of the possession of the demised premises, the prevailing party shall be entitled to recover from the other party as part of the prevailing party's costs, reasonable attorney's fees.

21. SUPPLIES: Renter will provide additional garbage liners and other supplies when required.

IN WITNESS WHEREOF, the parties have hereunto affixed their hands.

KBH Archers rep: \_\_\_\_\_ Renter: \_\_\_\_\_

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

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KBH approved youth groups must pay security deposit and follow contract, but no "Use Agreement Fees".

KBH property is not available for rental during club events.

FULL ACCESS TO CLUB HOUSE AND ALL RANGES (Per day) -----	\$600.00
CLUB HOUSE: (Includes range and meeting room)----- (Per hour)	\$30.00
CAMPGROUND (per night, group size maximum 8 persons) -----	\$10.00

All Use Agreements shall be made 10 days in advance of use.

KBH doesn't provide a range officer for rentals. Youth groups are required to have a range officer.

**Points of Contact for KBH Archers Use Agreement:**

Executive Vice President