

FICRA Building Trust Board Meeting Agenda
Thursday, May 13, 2021, 6:30PM

2021-2022 FICRA Trust Board

Howard Stapleton	President
Arlyn Lawrence	Vice President
Gina Olson	Secretary
Hal Goodell	Treasurer
Craig McLaughlin	Director

NOTE: This meeting will be held via video/teleconference. You will need to have a computer or smartphone capable of running Zoom to participate.

1. Call to order
2. Approval of April 8, 2021 Minutes for the Meeting of FICRA & the FICRA Building Trust Boards (available for [download](#))
3. Treasurer's Report – Hal Goodell
4. Standing Committee Reports
 - Trust Citizens' Patrol & Emergency Preparedness - Jim Braden
 - Trust Building & Grounds – Jim Braden
5. Unfinished Business
 - Trust Board Resolution 2021-001 Concerning the Designation of the Sorenson Donation
 - Trust Board Resolution 2021-002 Concerning the Fox Island Nature Center Property Boundary Line Adjustment (attached)
 - Trust Board Resolution 2021-003 Concerning Community use Rates (attached)
6. New Business
 - Approve the following documents related to use of the Trust facilities (attached):
 - a. Request to Use/Rent the Nichols Community Center (updated 3/28/2021)
 - b. Nichols Community Center Rental Agreement – Single Event (updated 5/7/2021)
 - c. Nichols Community Center Rental Agreement – Recurring Use (updated 5/7/2021)
 - d. Nichols Community Center Facility Rules (May, 2021)
 - e. NCC Maintenance and Cleaning Provided by NCC Staff or Volunteers (4/15/2021)
7. Meeting Adjournment

FICRA Building Trust
BOARD RESOLUTION

SUBJECT: Restricted Use of the Julie Sorenson Donation of \$100,000
RESOLUTION NUMBER: 2021-001
ADOPTION DATE: May 13, 2021

WHEREAS, the FICRA Building Trust has received a donation in the amount of \$100,000 from Julie Sorenson; and

WHEREAS, Julie Sorenson wishes the subject donation to be held in an account dedicated to the single use of being an emergency fund for the Trust to use to keep the Trust operational in the event of a Financial Emergency, defined as an unanticipated major expense not previously budgeted constituting an emergency situation that must be addressed quickly; NOW THEREFORE, BE IT RESOLVED that:

The FICRA Building Trust Board of Directors direct the Treasurer to place the donated amount into a separate account and state that such funds shall only be used as herein directed by the donor, Julie Sorenson. Said use of the funds will be only at the unanimously approved direction of the then seated Board of Directors of the FICRA Building Trust.

This resolution will be in effect upon Board approval of the Resolution.

Resolution Approved per Board Minutes of _____

Secretary, FICRA Building Trust Board of Directors (signature)

FICRA Building Trust
BOARD RESOLUTION

SUBJECT: Fox Island Nature Center Property Boundary Line Adjustment
RESOLUTION NUMBER: 2021-002
ADOPTION DATE: May 13, 2021

WHEREAS, the property owned by the Trust known as the Fox Island Nature Center and assigned Tax Parcel Number 0120012021 by the Pierce County Assessor-Treasurer shares a common boundary with the property owned by Atapana and Tai Mamea; and

WHEREAS, dating back to 2006, the Mameas built their residence extending onto Trust property due to erroneous information from the property surveyor; and

WHEREAS, the Board believes it is in the interest of the Trust to amicably resolve this issue by making a property swap of equal square footage and adjusting the property boundary accordingly; and

WHEREAS, a current survey has been performed documenting the new property boundary which the Board believes to be accurate; NOW THEREFORE, BE IT RESOLVED that:

The Board of the FICRA Building Trust approves the attached Boundary Adjustment Agreement and Boundary Line Agreement Deed and authorizes the Board President to execute these documents on behalf of the Trust.

This resolution and authorization will be in effect upon Board approval of the Resolution.

Resolution Approved per Board Minutes of _____

Secretary, FICRA Building Trust Board of Directors (signature)

BOUNDARY ADJUSTMENT AGREEMENT

This Boundary Adjustment Agreement (“Agreement”) is made and entered into as of _____ (“Effective Date”), by and between Atapana Mamea Jr. and Tai L. Mamea, husband and wife, having a mailing address of 728 9th Avenue, Fox Island, Washington 98333 (collectively, the “Mameas”), and the FICRA Building Trust, a Washington nonprofit corporation, with a mailing address of PO Box 25, Fox Island, Washington 98333 (the “Trust”). The Mameas and the Trust may be collectively referred to herein as the “Parties,” or individually as a “Party.”

RECITALS

- A. The Mameas own certain real property located in Pierce County, State of Washington (the “Mamea Property”), as more particularly described and as generally depicted on Exhibit A attached hereto.
- B. The Trust owns certain other real property located in Pierce County, State of Washington (the “Trust Property”), as more particularly described and as generally depicted on Exhibit B attached hereto.
- C. The Mamea Property and the Trust Property share a common boundary along the northern portion of the Mamea Property and the southern portion of the Trust Property. Such boundary, as reflected in the recorded deeds for the Mamea Property and Trust Property, is herein referred to as the “Existing Boundary.”
- D. On or about year 2006, the Mameas commenced building their residence on the Mamea Property, and as a result of erroneous information from the property surveyor, Aspen Land Surveying, the residence was constructed 1.1 feet onto the Trust Property.
- E. Portions of a driveway subsequently constructed by the Mameas to access their residence also extend approximately 30 feet onto the Trust Property.
- F. The impacted Parties wish to address this encroachment by making a property swap of equal square footage and adjusting the Existing Boundary (such adjusted boundary to be referred to herein as the “New Boundary”), as generally depicted on Exhibit C (“New Boundary Preliminary Sketch”), such that the portion of the Trust Property south of the New Boundary will become the property of the Mameas and the portion of the Mamea Property north of the New Boundary will become the property of the Trust.

TERMS

In consideration of the terms and conditions of, and the mutual benefits to be derived by the Parties from, this Agreement, the Mameas and the Trust hereby agree as follows:

1. The Trust shall quitclaim to the Mameas and disclaim, and the Mameas shall accept and assume, any and all right, title and interest of the Trust Property south of the New Boundary, for the purpose of adjusting and replacing the Existing Boundary with the New Boundary, free and clear of all monetary liens and encumbrances and all other liens and encumbrances.
2. The Mameas shall quitclaim to the Trust and disclaim, and the Trust shall accept and assume, any and all right, title and interest of the Mamea Property north of the New Boundary, for the purpose of adjusting and replacing the Existing Boundary with the New

BOUNDARY ADJUSTMENT AGREEMENT

Boundary, free and clear of all monetary liens and encumbrances and all other liens and encumbrances.

3. In furtherance and as evidence of the agreements set forth in this paragraph, the Parties shall complete a Boundary Line Agreement to be executed, acknowledged, and recorded in the official records of Pierce County, Washington.
4. Consistent with Exhibit C, the Mameas will provide a record of survey and lot line adjustment map, prepared, signed and sealed by a professional land surveyor licensed in the state of Washington, in accordance with the requirements of Chapter 58.09 RCW, Surveys - Recording, WAC 332-130-050, Survey map requirements, and Chapter 18F.20 PCC, PLAT AND SURVEY PREPARATION.
5. The Mameas will allow the Trust to monitor the preparation of the record of survey and lot line adjustment map to ensure that it meets the needs of both Parties.
6. The Mameas will have permanent survey markers placed on the New Boundary that are large enough to be easily visible by persons walking the properties. Steel fence posts would be an example of acceptable markers.
7. The Mameas will have in place the legally required construction barriers to protect the Trust Property from silt and storm drain/surface water negatively impacting the Trust Property.
8. The Parties acknowledge that the boundary line adjustment contemplated by this Agreement is subject to approval by Pierce County (County) in accordance with the Pierce County Code. The Parties acknowledge and agree that the Mameas shall be responsible for pursuing the necessary approvals from the County, including the preparation of any required applications and surveys, and shall be responsible for all costs associated therewith. The Trust shall cooperate with the Mameas in pursuing all necessary approvals from the County.
9. The Mameas will not make any further claims of Trust Property resulting from this encroachment nor from any future encroachment by the Mameas.
10. General Provisions
 - a. This Agreement is not intended to create and shall not be in any way interpreted or construed to create, a joint venture, partnership or any similar relationship between the Parties. This Agreement contains the entire agreement between the Parties and supersedes all prior agreements, oral or written, with respect to the subject matter hereof.
 - b. This Agreement may be altered or amended only by written agreement of all Parties hereto.
 - c. This Agreement is binding upon, and inures to the benefit of, the Parties, their successors, assigns, heirs and devisees and runs with the land.
 - d. This Agreement shall be construed, applied and enforced in accordance with the laws of the State of Washington.
 - e. The Parties warrant that the signatories below have authority to sign and execute this document on behalf of the entities they represent and that said entities are the proper parties to this Agreement, have duly authorized this Agreement, and that this Agreement is a legally enforceable obligation of such entities.

BOUNDARY ADJUSTMENT AGREEMENT

- f. The Parties agree from time to time to execute such additional documents as are necessary to affect the intent of the Parties as manifested by this Agreement.
- g. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, and all of which shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective as of the day and year first above written.

THE MAMEAS

THE TRUST

Atapana Mamea Jr.

Howard P. Stapleton
President, FICRA Building Trust

Tai L. Mamea

EXHIBIT A
DESCRIPTION OF THE MAMEA PROPERTY

Site Address: 728 9th Avenue, Fox Island, Washington 98333

Property Description: THE SOUTHEAST QUARTER OF NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 20 NORTH, RANGE 1 EAST OF THE W.M.;
EXCEPT THE NORTH 30 RODS;
ALSO EXCEPT THE SOUTH 22 ACRES THEREOF AND EXCEPT ROADS;
SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

Tax Parcel Number: 0120012051

Acres: 3.19

General Depiction (Pierce County Public GIS)



EXHIBIT B
DESCRIPTION OF THE TRUST PROPERTY

Site Address: 719 9th Avenue, Fox Island, Washington 98333

Property Description: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 20 NORTH, RANGE 1 EAST, W.M., IN PIERCE COUNTY, WASHINGTON;
THENCE SOUTH 495 FEET;
THENCE EAST 660 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING EASTERLY 640 FEET TO THE WEST LINE OF J.P. RAINE COUNTY ROAD;
THENCE NORTH ON SAID WEST LINE 330 FEET;
THENCE WEST TO A POINT WHICH IS 330 FEET NORTH OF THE POINT OF BEGINNING;
THENCE SOUTH 330 FEET TO THE TRUE POINT OF BEGINNING.

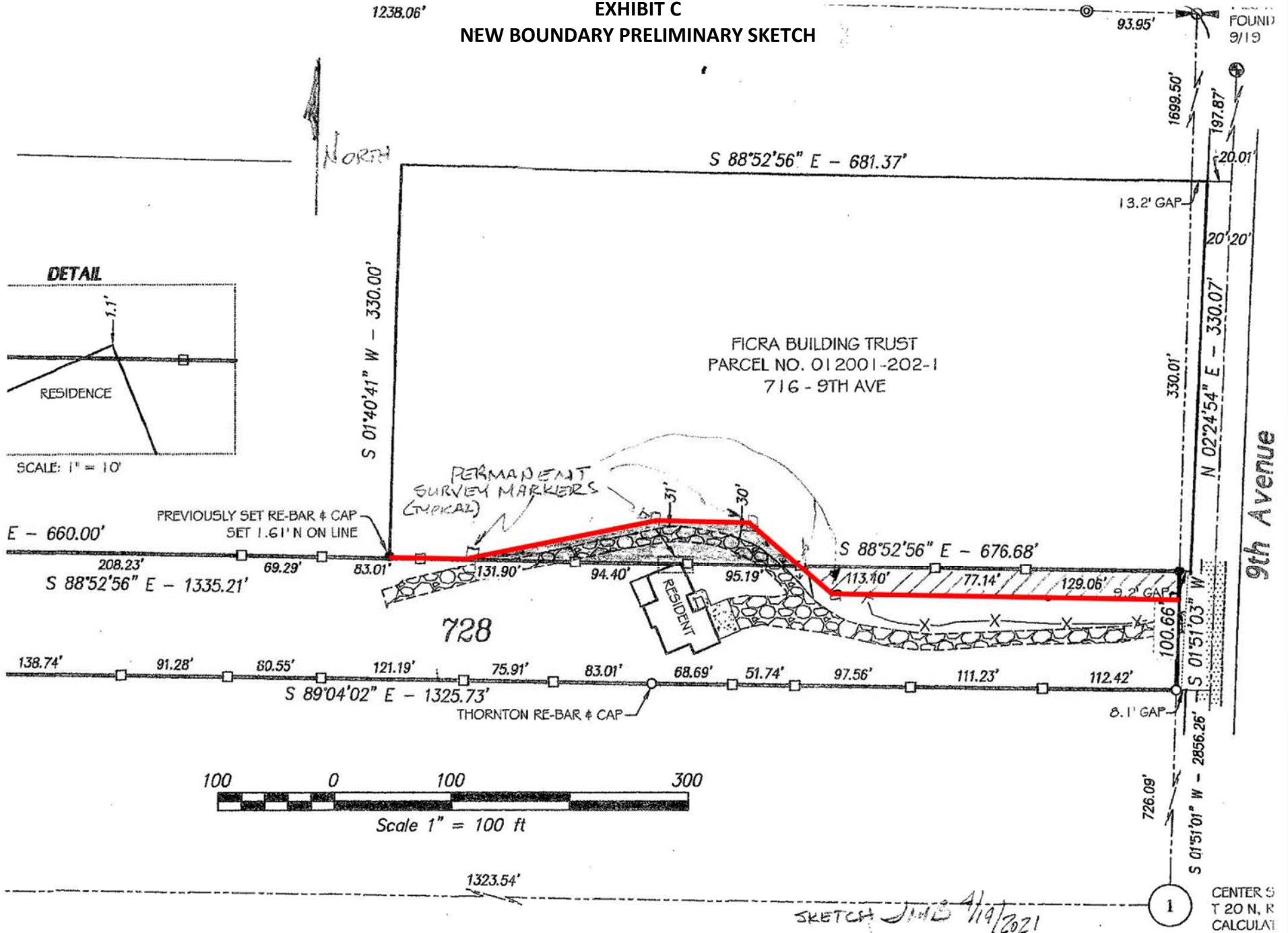
Tax Parcel Number: 0120012021

Acres: 5.07

General Depiction (Pierce County Public GIS)



EXHIBIT C
NEW BOUNDARY PRELIMINARY SKETCH



After Recording, Mail to:

Aspen Land Surveying
P.O. Box 124
Vaughn, WA 98394

Abbreviated Legal: SE¼, NW¼, Sec. 1, T 20 N, R 1 E, W.M.
Parcel Numbers: 01200-001-202-1 / 012001-205-1
Grantor: FICRA Building Trust
Grantee: Atapana and Tai Mamea

BOUNDARY LINE AGREEMENT DEED

This Boundary Line Agreement Deed ("Agreement") is made by and between the FICRA Building Trust, Grantor and Atapana and Tai Mamea, Grantee.

RECITAL

The FICRA Building Trust and Atapana and Tai Mamea are the owners of contiguous real property in Pierce County, Washington, and desire to enter into this Agreement pursuant to the provisions of RCW 58.04.007 to resolve and establish the boundary between their respective tracts of land, which is in dispute.

AGREEMENT

In consideration of the mutual benefits, which are hereby acknowledged, the parties hereto agree as follows:

The FICRA Building Trust property shall henceforth be described as follows:

PARCEL A:

A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, SECTION 1, TOWNSHIP 20 NORTH, RANGE 1 EAST, W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER OF SAID SECTION; THENCE S 1°51'01" W ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2029.51 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING S 1°51'01" W 24.37 FEET; THENCE N 88°52'56" W 296.30 FEET; THENCE N 37°04'29" W 81.24 FEET; THENCE S 90°00'00" W 100.48 FEET; THENCE S 77°49'35" W 163.17 FEET; THENCE N 88°52'56" W 61.35 FEET; THENCE N 1°40'41" E 330.00 FEET; THENCE S 88°52'56" E 681.37 FEET TO THE WESTERN MARGIN OF 9TH AVENUE; THENCE S 2°24'54" W ALONG SAID WESTERN MARGIN 330.07 FEET; THENCE N 88°52'56" W 9.23 FEET TO THE TRUE POINT OF BEGINNING.

(Pierce County Tax Parcel No. 012001-202-1)

BOUNDARY LINE AGREEMENT DEED, Page 2

The Atapana and Tai Mamea property shall henceforth be described as follows:

PARCEL B:

A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, SECTION 1, TOWNSHIP 20 NORTH, RANGE 1 EAST, W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER OF SAID SECTION; THENCE S 1°51'01" W ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2053.88 FEET TO THE TRUE POINT OF BEGINNING; THENCE N 88°52'56" W 296.30 FEET; THENCE N 37°04'29" W 81.24 FEET; THENCE S 90°00'00" W 100.48 FEET; THENCE S 77°49'35" W 163.17 FEET; THENCE N 88°52'56" W 719.88 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER; THENCE S 1°40'41" W ALONG SAID WEST LINE 104.94 FEET; THENCE S 89°04'02" E 1325.73 FEET; THENCE N 1°51'03" E 76.28 FEET TO THE TRUE POINT OF BEGINNING.

(Pierce County Tax Parcel No. 012001-205-1)

BOUNDARY LINE AGREEMENT DEED, Page 3

The above described properties are shown on that Record of Survey filed prior to this Agreement under Pierce County Auditor's File No. _____, which is hereby incorporated and made a part of this Agreement by reference.

The parties hereto do hereby convey and quit claim, each to the other any and all right, title and interest the said parties may hold in the other's property as described above.

This agreement is perpetual and binding upon The FICRA Building Trust and Atapana and Tai Mamea and their respective successors and assigns.

In witness whereof The FICRA Building Trust has executed this instrument this _____ day of _____, 2021.

The FICRA Building Trust, by

Howard P. Stapleton (President)

STATE OF WASHINGTON)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that **Howard P. Stapleton** is the person who appeared before me and signed this instrument and acknowledged it to be the free and voluntary act and deed of the FICRA Building Trust for the uses and purposes mentioned in the instrument.

This ____ day of _____ 2021.

NOTARY PUBLIC

My Appointment Expires: _____

BOUNDARY LINE AGREEMENT DEED, Page 4

In witness whereof Atapana and Tai Mamea, has executed this instrument

this _____ day of _____, 2021.

Atapana Mamea

Tai Mamea

STATE OF WASHINGTON)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that **Atapana and Tai Mamea** are the persons who appeared before me and signed this instrument and acknowledged it to be their free and voluntary act and deed for the uses and purposes mentioned in the instrument.

This _____ day of _____ 2021

NOTARY PUBLIC

My Appointment Expires: _____

FICRA Building Trust
BOARD RESOLUTION

SUBJECT: Community Use Rates for the NCC
RESOLUTION NUMBER: 2021-003
ADOPTION DATE: May 13, 2021

WHEREAS, rental and use fees are charged to recover the ongoing cost of the Trust facilities, including maintenance, operations and capital replacements; and

WHEREAS, full cost recovery is essential to ensuring the long-term viability of the Trust; and

WHEREAS, we anticipate there will be additional costs required to use the facilities in compliance with State issued guidance related to the COVID-19 pandemic; and

WHEREAS, we believe it is important to see the Community Center in use as a positive sign to the Fox Island Community that things will return to the new normal this year; and

WHEREAS, we believe it will be difficult to encourage use of the facilities by community groups that have traditionally used the facilities at a relatively low cost if we charge rental and use fees that recover our full costs at this time; and

WHEREAS, the Trust Board adopted a Policy Statement on March 11, 2021 proposing the establishment of an interim rate structure based on marginal cost recovery to address these concerns; NOW THEREFORE, BE IT RESOLVED that:

The Board of the FICRA Building Trust approves the following Community Use rates on an interim basis to assist community-based organizations in resuming their use of the NCC subject to the conditions listed below:

1. The Community Use rate for the NCC Auditorium is \$35 plus \$7.75/hour
2. The Community Use rate for an NCC Classroom is \$20 + 7.75/hour
3. Community Use rates are not intended to supplant the established rate structure for exclusive use of the facility.
4. Community Use rates only apply to uses that are less than the half day (6 hour) period specified in the established rate structure.
5. Community Use rates only apply to shared, non-exclusive use of a single room within the facility, with shared use of the common facilities (restrooms, kitchen, etc.) with other parties.
6. Community Use rates apply to community organizations based on Fox Island holding events intended for Fox Island residents.
7. The Trust may request an event scheduled under the Community Use rate to reschedule or pay the established rate in the event there is a schedule conflict and notification is provided at least 30 days in advance.
8. These interim rates will be re-evaluated no later than March 10, 2022.

These rates will be in effect upon Board approval of the Resolution.

Resolution Approved per Board Minutes of _____

Secretary, FICRA Building Trust Board of Directors (signature)

Request to Use/Rent the Nichols Community Center

Name: _____ EMail: _____

Residence or Business Address: _____

Mailing Address: _____

Home/Business Phone: _____ Cell Phone: _____

Are you a current paid member of FICRA? Yes No

If you are a Nonprofit (Tax-Exempt) Organization, provide your EIN: _____

Contact Person at Event (name & cell phone): _____

What type of event are you planning? Meeting Wedding/Reception Party Workshop
 Other (describe) _____

Will food or drinks be served? Yes No Will there be live music or entertainment? Yes No

What facilities do you plan to use? Auditorium/Stage Front Classroom #1 Front Classroom #2
 Sports Field Gazebo/Firepit/Play Area Kitchen Entire Facility
 Other (describe) _____

What are your hours of use? Half Day (9am to 3pm) Half Day (4pm to 10pm) Full Day
 Other (describe) _____

What date(s) are you requesting? _____

If this is a recurring use, please describe: _____

Are you able to provide a Certificate of Insurance naming both FICRA and the FICRA Building Trust showing evidence of an insurance policy covering public liability with combined bodily injury and property damage in an amount not less than One Million Dollars (\$1,000,000) for the duration of the rental period? Yes No

Do you agree to comply with all of the laws of the United States and the State of Washington, all of the ordinances of Pierce County, Washington and all Nichols Community Center Facility Rules, including those pertaining to Washington State COVID-19 Guidance? Yes No

Please provide any additional information that would be helpful in understanding your request:

Requestor's Signature:

I am at least 21 years of age and verify the accuracy of the information I am providing.

Signature Date

Nichols Community Center Rental Agreement – Single Event

690 9th Avenue, PO Box 25, Fox Island, Washington, 98333

Name: _____

Address: _____

Home & Cell Phones: _____ Number of Attendees: _____

Purpose for Rental: _____

Areas Approved for Use: _____

Common Areas Approved for Use: _____

Contact Person at Events (name & cell phone): _____

THIS AGREEMENT is made and entered into by and between the FICRA Building Trust, "Trust," and _____, hereinafter referred to as "Renter" for use of the Nichols Community Center (NCC) facilities located at 690 9th Avenue, Fox Island, Washington, 98333, hereinafter referred to as "Facility," for the purposes set forth below.

WHEREAS, the Renter desires a temporary non-assignable right to use and occupy a portion of the premises of the Facility, NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE FOLLOWING PROMISES, COVENANTS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:

1. **FACILITY RULES:** The attached NICHOLS COMMUNITY CENTER FACILITY RULES and NICHOLS COMMUNITY CENTER COVID 19 REQUIREMENTS/PROCEDURES form an integral part of and are incorporated into this agreement. Copy received by Renter: Date: _____ Initial: _____
2. **USE AND PURPOSE:** The Renter shall restrict their use of the Facility to the approved areas and purpose listed above. The Renter may not use any other part of the Facility for any other purpose without the expressed written consent and permission of the Trust. Please note that the Trust allows public access and there may be public use of the grounds during the rental period. However, paid renters have priority use of certain outdoor areas, such as the gazebo and fire pit, if included in this agreement.
3. **RENTAL PERIOD:** The use of the Facility by the Renter is restricted to the following dates and times, inclusive of all deliveries, set-up, and cleaning performed by the Renter or vendors provided by the Renter:
 - a. Rental Date(s): _____ through _____
 - b. Rental Frequency: Daily / Weekly / Monthly / Other _____
 - c. Rental Time(s): from _____ AM/PM to _____ AM/PM
 - d. Additional Detail on Rental Days/Times (if required): _____
4. **RENTAL FEE:** Renter shall pay the Trust for the use and rental of the Facility as described herein the sum of: _____ Dollars (\$ _____ .00) which is due at the time the Facility is booked. A conditionally refundable Cleaning and Damage deposit of Five Hundred Dollars (\$500.00) is also due by check between 10 and 45 days prior to the commencement of rental. Liability for cleaning or damage is not limited to the amount of the deposit. The Facility is not available for use by the Renter until the rental fee and the Cleaning and Damage deposit are both paid.
5. **CLEANING AND DAMAGE:** The building, grounds, furniture, appliances, landscaping and all appurtenances must be left clean and undamaged as detailed in the NICHOLS COMMUNITY CENTER

Nichols Community Center Rental Agreement – Single Event

690 9th Avenue, PO Box 25, Fox Island, Washington, 98333

FACILITY RULES. If not, Renter will forfeit all or part of the Cleaning and Damage deposit and be responsible for any replacement/repair costs above that.

6. **SIGNAGE:** No event signage is allowed on the Facility or Trust property prior to the agreed upon rental date unless approved in writing by the Rental Coordinator.
7. **FACILITY NAME AND IMAGES:** All event advertising and publications that reference the Facility, including print advertising, online websites and social media, should identify the Facility as the Nichols Community Center. Any images that represent the Facility must include the name Nichols Community Center. Renter agrees that they will not create any online listings on Google Maps or any other public mapping service identifying the Facility as a location associated with their business or organization.
8. **INSURANCE:** Renter agrees to provide a Certificate of Insurance showing evidence of an insurance policy covering public liability with combined bodily injury and property damage in an amount not less than One Million Dollars (\$1,000,000) for the duration of the rental period. The Certificate must name both FICRA and the FICRA Building Trust (690 9th Avenue, PO Box 25, Fox Island, Washington, 98333) as the additional insured or holder and include the name and address of the insurance provider and the signature of a representative of the insurance company. The Certificate must be provided to the Rental Coordinator a minimum of 10 days prior to the start of use.
9. **LAWFUL USE:** Renter agrees to comply with all of the laws of the United States and the State of Washington and all of the ordinances of the County of Pierce, Washington and with the Facility Rules specified herein.
10. **ASSIGNMENT:** No assignment of this agreement shall be made by Renter without prior written consent of the Trust.
11. **CANCELLATION BY RENTER:** In the event the Renter cancels the event more than fourteen (14) days prior to the event date, the Rental Fee and Cleaning and Damage deposit will be refunded. In the event the Renter cancels the event less than fifteen (15) days prior to the event date, the Renter forfeits one-half of the Rental Fee and the Cleaning and Damage deposit will be refunded.
12. **CANCELLATION BY TRUST:** In the event that the Cleaning and Damage Deposit and Certificate of Insurance have not been received ten (10) days prior to the event date, the Trust may cancel the reservation and one-half of the Rental Fee will be forfeited. In addition to the right to terminate this agreement upon Renter's default, the Trust shall have the right to terminate all or part of this agreement at any time, without liability to the Trust, upon thirty (30) days written notice. This agreement may also be terminated at any time when the facilities are required for public necessity or emergency use, or if the event is unable to comply with applicable laws and State guidelines. If the agreement is terminated due to public necessity, emergency use, or event noncompliance, any and all deposits and fees paid by the Renter shall be refunded.
13. **INDEMNIFICATION, & LIMITATION OF LIABILITY:** Renter agrees and warrants that the Renter and any member of the Renter's party including, guests, caterers, musicians, performers, and drivers, shall indemnify and hold harmless FICRA and the FICRA Building Trust, their Board of Directors, all volunteers and the Facility, from any and all loss, theft, injury, expenses, damage claim, legal action, or any other type of liability whatsoever, including court costs and attorneys' fees that may arise out of the use of the Facility.

Nichols Community Center Rental Agreement – Single Event

690 9th Avenue, PO Box 25, Fox Island, Washington, 98333

The Trust reserves the right to cancel the rental agreement and to evict the Renter and/or any other members of the Renter's party from the premises at any time if, during the course of the use of the Facility, any legal violations occur, including, but not limited to the serving of liquor to minors, the use or sale of illegal substances or the sale of liquor. The Trust further reserves the right to evict the Renter and/or members of the Renter's party in the event that any unsafe or disruptive conditions are being maintained on the Facility by the Renter and/or their guests upon request of Pierce County law enforcement officials or the Rental Coordinator for the Trust. In the event of the termination of the event for any of the reasons set forth in this paragraph, there will be no refunds of any rental fees or deposits paid.

The Renter bears the risk of any conditions beyond the control of the Trust that will make the Facility unsuitable for use and occupation for the event for which the Facility is rented.

Renter's Signature:

I am at least 21 years of age and agree to abide by the terms of this agreement in exchange for rental privileges as set forth.

Signature

Date

Rental Coordinator's Signature:

Signature

Date

Nichols Community Center Rental Agreement – Recurring Use

690 9th Avenue, PO Box 25, Fox Island, Washington, 98333

Name: _____ EMail: _____

Address: _____

Home & Cell Phones: _____ Number of Attendees: _____

Purpose for Rental: _____

Areas Approved for Use: _____

Common Areas Approved for Use: _____

Contact Person at Events (name & cell phone): _____

THIS AGREEMENT is made and entered into by and between the FICRA Building Trust, "Trust," and _____, hereinafter referred to as "Renter" for use of the Nichols Community Center (NCC) facilities located at 690 9th Avenue, Fox Island, Washington, 98333, hereinafter referred to as "Facility," for the purposes set forth below.

WHEREAS, the Renter desires a temporary non-assignable right to use and occupy a portion of the premises of the Facility, NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE FOLLOWING PROMISES, COVENANTS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:

1. **FACILITY RULES:** The attached NICHOLS COMMUNITY CENTER FACILITY RULES and NICHOLS COMMUNITY CENTER COVID 19 REQUIREMENTS/PROCEDURES form an integral part of and are incorporated into this agreement. Copy received by Renter: Date: _____ Initial: _____
2. **USE AND PURPOSE:** The Renter shall restrict their use of the Facility to the approved areas and purpose listed above. The Renter may not use any other part of the Facility for any other purpose without the expressed written consent and permission of the Trust. Please note that the Trust allows public access and there may be public use of the grounds during the rental period. However, paid renters have priority use of certain outdoor areas, such as the gazebo and fire pit, if included in this agreement.
3. **RENTAL PERIOD:** The use of the Facility by the Renter is restricted to the following dates and times, inclusive of all deliveries, set-up, and cleaning performed by the Renter or vendors provided by the Renter:
 - a. Rental Date(s): _____ through _____
 - b. Rental Frequency: Daily / Weekly / Monthly / Other _____
 - c. Rental Time(s): from _____ AM/PM to _____ AM/PM
 - d. Additional Detail on Rental Days/Times (if required): _____
4. **RENTAL FEE:** Renter shall pay the Trust for the use and rental of the Facility as described herein the sum of: _____ Dollars (\$ _____ .00) which is due at the beginning of the month of use or at another mutually agreed upon time frame specified here (_____). A conditionally refundable Cleaning and Damage deposit of Five Hundred Dollars (\$500.00) is also due by check between 10 and 45 days prior to the commencement of rental. Liability for cleaning or damage is not limited to the amount of the deposit. The Facility is not available for use by the Renter until the rental fee and the Cleaning and Damage deposit are both paid.
5. **CLEANING AND DAMAGE:** The building, grounds, furniture, appliances, landscaping and all appurtenances must be left clean and undamaged as detailed in the NICHOLS COMMUNITY CENTER

Nichols Community Center Rental Agreement – Recurring Use

690 9th Avenue, PO Box 25, Fox Island, Washington, 98333

FACILITY RULES. If not, Renter will forfeit all or part of the Cleaning and Damage deposit and be responsible for any replacement/repair costs above that.

6. **SIGNAGE:** No event signage is allowed on the Facility or Trust property prior to the agreed upon rental date unless approved in writing by the Rental Coordinator.
7. **FACILITY NAME AND IMAGES:** All event advertising and publications that reference the Facility, including print advertising, online websites and social media, should identify the Facility as the Nichols Community Center. Any images that represent the Facility must include the name Nichols Community Center. Renter agrees that they will not create any online listings on Google Maps or any other public mapping service identifying the Facility as a location associated with their business or organization.
8. **INSURANCE:** Renter agrees to provide a Certificate of Insurance showing evidence of an insurance policy covering public liability with combined bodily injury and property damage in an amount not less than One Million Dollars (\$1,000,000) for the duration of the rental period. The Certificate must name both FICRA and the FICRA Building Trust (690 9th Avenue, PO Box 25, Fox Island, Washington, 98333) as the additional insured or holder and include the name and address of the insurance provider and the signature of a representative of the insurance company. The Certificate must be provided to the Rental Coordinator a minimum of 10 days prior to the start of use.
9. **LAWFUL USE:** Renter agrees to comply with all of the laws of the United States and the State of Washington and all of the ordinances of the County of Pierce, Washington and with the Facility Rules specified herein.
10. **ASSIGNMENT:** No assignment of this agreement shall be made by Renter without prior written consent of the Trust.
11. **CANCELLATION BY RENTER:** In the event the Renter cancels this agreement more than fourteen (14) days prior to the beginning of the rental period, the Rental Fee and Cleaning and Damage deposit will be refunded. In the event the Renter cancels this agreement less than fifteen (15) days prior to the beginning of the rental period, the Renter forfeits an amount equal to one-half of the Rental Fee that would have been paid in the first 30 days, and any amount of the Cleaning and Damage deposit in excess of this forfeited amount will be refunded.
12. **CANCELLATION BY TRUST:** In the event that the Cleaning and Damage Deposit and Certificate of Insurance have not been received ten (10) days prior to the event date, the Trust may cancel the reservation and one-half of the Rental Fee will be forfeited. In addition to the right to terminate this agreement upon Renter's default, the Trust shall have the right to terminate all or part of this agreement at any time, without liability to the Trust, upon thirty (30) days written notice. This agreement may also be terminated at any time when the facilities are required for public necessity or emergency use, or if the event is unable to comply with applicable laws and State guidelines. If the agreement is terminated due to public necessity, emergency use, or event noncompliance, any and all deposits and fees paid by the Renter shall be refunded.
13. **INDEMNIFICATION, & LIMITATION OF LIABILITY:** Renter agrees and warrants that the Renter and any member of the Renter's party including, guests, caterers, musicians, performers, and drivers, shall indemnify and hold harmless FICRA and the FICRA Building Trust, their Board of Directors, all volunteers and the Facility, from any and all loss, theft, injury, expenses, damage claim, legal action, or any other type of liability whatsoever, including court costs and attorneys' fees that may arise out of the use of the Facility.

Nichols Community Center Rental Agreement – Recurring Use

690 9th Avenue, PO Box 25, Fox Island, Washington, 98333

The Trust reserves the right to cancel the rental agreement and to evict the Renter and/or any other members of the Renter’s party from the premises at any time if, during the course of the use of the Facility, any legal violations occur, including, but not limited to the serving of liquor to minors, the use or sale of illegal substances or the sale of liquor. The Trust further reserves the right to evict the Renter and/or members of the Renter’s party in the event that any unsafe or disruptive conditions are being maintained on the Facility by the Renter and/or their guests upon request of Pierce County law enforcement officials or the Rental Coordinator for the Trust. In the event of the termination of the event for any of the reasons set forth in this paragraph, there will be no refunds of any rental fees or deposits paid.

The Renter bears the risk of any conditions beyond the control of the Trust that will make the Facility unsuitable for use and occupation for the event for which the Facility is rented.

Renter’s Signature:

I am at least 21 years of age and agree to abide by the terms of this agreement in exchange for rental privileges as set forth.

Signature Date

Rental Coordinator’s Signature:

Signature Date

NICHOLS COMMUNITY CENTER FACILITY RULES
690 9th Avenue, PO Box 25, Fox Island, Washington, 98333

1. BUILDING, GROUNDS & FURNITURE

- a. Access to the building is allowed during paid rental date and times as stated in the rental agreement. Additional set-up and/or cleanup time must be pre-arranged and may incur an additional expense.
- b. The Nichols Community Center (NCC) and grounds must be vacated by 11:00 pm. It is the Renter's responsibility to allow for cleanup time.
- c. Absolutely no driving or parking is allowed on any grass area without express permission of the Rental Coordinator.
- d. No animals (except for service animals) are allowed inside the building.
- e. The Fire Department occupancy limit in the Auditorium is 80 persons with tables and 150 persons if only chairs are used. This occupancy limit is currently reduced in accordance with the State of Washington COVID-19 Reopening Guidance to a maximum of 25% capacity **and** compliance with the six foot separation requirement.
- f. Access to storage closets and their contents in the two small classrooms is not allowed, unless explicitly included under Section 2 (USE AND PURPOSE) of the Rental Agreement.
- g. If the chalkboards in the Classrooms have been used, all markings must be erased and the boards cleaned unless other arrangements are approved by the Rental Coordinator.
- h. All decorations and methods of decoration attachment must be approved by the Rental Coordinator prior to use. No nails, tacks, glue (including glue guns) or tape may be used on the walls. Hangers that use the picture rail on the walls are available from the Rental Coordinator. All decorations must be removed immediately after the event unless other arrangements are approved by the Rental Coordinator.
- i. Live music and amplified sound (bands, disc jockeys, PA systems, etc.) may only be played inside and the sound must be at a level that does not project beyond the facility boundaries of the NCC. Music performances must also comply with Indoor Entertainment COVID-19 Requirements provided by the State.
- j. Renter is responsible for meeting any party servicing the event and for drop off or pickup of rented items. Note that the kitchen is not a certified food preparation facility.
- k. No tables or chairs are to be taken outdoors unless expressly permitted by the Rental Coordinator. No ice chests or similar wet containers are allowed indoors. Tables should not be dragged across the floors; carry them to move them.
- l. The building, grounds, furniture, appliances, landscaping, and all other appurtenances must be left clean and undamaged.
- m. FICRA and/or the FICRA Building Trust are not responsible for loss or theft of property or personal items left on the premises.

2. TRASH

- a. The facility does not provide trash or garbage service. Everything brought in must be taken out by the Renter.

3. NON-SMOKING FACILITY

- a. Smoking of any substance by any means is not allowed anywhere inside the NCC building nor outside on Trust property except for the parking areas.

NICHOLS COMMUNITY CENTER FACILITY RULES
690 9th Avenue, PO Box 25, Fox Island, Washington, 98333

4. ALCOHOL & FOOD

- a. Renter understands and agrees that if alcohol and/or food will be served at the Nichols Community Center, all permits and licenses required by law must be obtained from the State and/or Pierce County in the Renter's name and that food and/or alcohol service will be in accordance with applicable Washington State and Pierce County laws. Renter will provide copies of all required permits and licenses to the Rental Coordinator. Any food service must also comply with Eating and Drinking Establishment COVID-19 Requirements provided by the State. FICRA and/or the FICRA Building Trust assume no liability for the service of alcohol or food by Renter.
- b. Under no circumstances, are persons under the age of 21 allowed to be served or consume alcohol within the NCC or on the grounds.
- c. Failure to comply with these requirements may result, at a minimum, in forfeiture of the entire amount of the Damage and Cleaning Deposit.

5. CLEANING & DAMAGE

- a. The building, grounds, furniture, appliances, landscaping, or other appurtenances must be left clean and undamaged as detailed in the Completion of Rental Checklist appearing at the end of this document. If not, Renter will forfeit the Cleaning and Damage deposit and will be responsible for any replacement/repair costs above that.
- b. Any room where food was present must have floors damp (not wet) mopped and dried.
- c. All personal signs leading to the facility between Highway 16 and the facility must be removed by the Renter within 48 hours after the event. Failure to do so will result in a \$50.00 forfeiture of the Damage and Cleaning deposit.
- d. Cleaning services are charged at the rate of \$50.00 per hour, plus damages.
- e. If the Rental Coordinator is required to make additional trips to ensure cleanliness of the NCC, Renter will incur charges up to \$50.00 per additional trip.

6. ADDITIONAL CORONAVIRUS (COVID-19) INFORMATION

- a. The Renter and everyone in the Renter's party agrees to comply with all applicable Federal, State and local (including Pierce County) requirements and guidelines pertaining to the Coronavirus response.
- b. The Renter and everyone in the Renter's party will comply with Proclamation 20-25.12 by the Governor requiring face coverings, as specified by Order of the State of Washington Secretary of Health 20-03.1 and any subsequent revisions thereto.
- c. The Renter must ensure that all attendees have access to sufficient hand sanitizing stations and that high-touch surfaces used during the event will be cleaned regularly.
- d. Renter acknowledges that they have been provided a copy of the "Nichols Community Center COVID-19 Requirements/Procedures" and agree to comply with all requirements.
- e. Failure to comply with these requirements will result in forfeiture of the Damage and Cleaning deposit.

Acknowledgment and Agreement to Comply With Facility Rules

Renter Signature: _____ **Date:** _____

NICHOLS COMMUNITY CENTER FACILITY RULES
690 9th Avenue, PO Box 25, Fox Island, Washington, 98333

Start of Rental Checklist (to be completed at start of access)

- _____ Conduct walk through for inspection of overall condition of facility
- _____ Verify that rooms are clean and ready for rental
- _____ Verify that restrooms and kitchen are clean and ready for rental
- _____ Verify that garbage cans supplied by facility are empty with fresh and spare bags in place

Note any concerns or existing damages here: _____

Renter Initials: _____ **Rental Coordinator Initials:** _____

Completion of Rental Checklist (to be completed at end of access)

- | | |
|--|---|
| _____ Entire rental group was out at scheduled time | _____ Floors are swept and mopped where needed |
| _____ Sink, stove and counter top wiped down and clean | _____ Tables are returned as directed by rental coordinator |
| _____ Soiled towels to be left on kitchen counter | _____ Chairs are left as directed by rental coordinator |
| _____ Refrigerator is cleared of Renter's food and is clean | _____ Mops/large garbage containers returned to utility hallway |
| _____ Dishes are washed and put away | _____ All outdoor areas used by the Renter are clean |
| _____ Garbage is removed from building | _____ Fire pit fire extinguished |
| _____ Outdoor cigarette bucket is emptied | _____ Lights are off (including gazebo light switch) |
| _____ Restrooms are clean | _____ Furnace turned to 60 degrees |
| _____ All decorations are removed | _____ No breakage or damage |
| _____ Chalkboards are erased | _____ Key is returned |
| _____ Painted furniture is in the auditorium | |
| _____ All five doors are securely shut (Do not slam! Close and pull firmly on the end of the handle) | |

Note any concerns or comments here: _____

Renter Signature: _____ **Date:** _____
Rental Coordinator Signature: _____ **Date:** _____

NCC Maintenance and Cleaning Provided by NCC Staff or Volunteers **Updated 4/15/2021**

Regular maintenance and cleaning procedures must be completed each time the NCC is used. The process includes noting any maintenance/repair issues, cleaning and disinfecting in accordance with established norms and applicable guidelines, and ensuring that the building infrastructure (HVAC, storage, trash, etc.) is being correctly managed.

The recommended process has been updated to comply with the Centers for Disease Control and Prevention (CDC) guidance “Cleaning and Disinfecting Your Facility”, updated April 5, 2021. The updated guidance is based on recent studies noting that the risk of contracting the SARS-CoV-2 virus from touching a contaminated surface was less than 1 in 10,000.

Based on the CDC guidance, we will normally be cleaning, but not disinfecting, the facility after use when no people with confirmed or suspected COVID-19 are known to have been in the facility. If we are notified that someone diagnosed with COVID-19 or in contact with someone diagnosed with COVID-19 has been in the facility within the last 24 hours, we will complete the disinfecting procedures by ensuring the cleaning products are used with the increased surface contact time. If the facility is expected to be used by people at increased risk of severe illness from COVID-19 (or those who live with them), we may also complete the disinfecting procedures. The increased risk population includes older adults, long-term care facility residents, people with underlying medical conditions, people at high risk for severe illness and people with disabilities that have not been vaccinated.

In general, the sequence of events is to inspect for damage or issues, determine the areas of the facility that require attention, equip any required PPE gear, clean/disinfect (*only if required*) and store any excess furniture, clean the floors and mats, clean/disinfect (*only if required*) each room and mark completed, place all trash and supplies in designated locations, and check the thermostat, lights and exits before leaving the facility. You may use a copy of this document as a checklist and write notes on it to ensure all steps are completed.

1. Assess and Prepare
 - 1.1. Upon arrival, tour the building and make a note of any damage or areas of concern. Provide this information to the Rental Coordinator.
 - 1.2. Determine the areas to be cleaned based on rental/use information provided by the Rental Coordinator. Notify the Rental Coordinator if any areas appear to have been used that are not specified in the use/rental agreement.
 - 1.3. If the cleaning will be done by more than one person, assign rooms/areas to be cleaned for each person.
 - 1.4. Ensure that no one else is in the areas to be cleaned except for the cleaning/maintenance team.
 - 1.5. Ensure the spaces to be cleaned are well ventilated.
 - 1.6. Wear disposable gloves and other appropriate personal protective equipment (PPE) while cleaning and disinfecting the facilities. You should wear a face mask if there are others in the facility and you cannot maintain six feet of physical separation.
2. Clean and Store Excess Furniture
 - 2.1. Spray/wipe down (using disinfecting wipes or multi-purpose cleaner all tables, chairs and other furniture to be put away and place in the designated locations.
3. Clean All Floors and Mats
 - 3.1. Inspect the floors and for any food remains or visible spills. Remove any debris, then wet mop and dry these areas. Ensure that no standing liquids are left on the floors.
 - 3.2. Vacuum all mats and dry dust mop the floors in the rooms used and common areas throughout the facility.

NCC Maintenance and Cleaning Provided by NCC Staff or Volunteers
Updated 4/15/2021

4. Clean and Disinfect (*if required*) Rooms
 - 4.1. Front Classrooms
 - 4.1.1. Ensure that all surfaces are clean. If required, clean the blackboards and chalk trays with a damp cloth.
 - 4.1.2. Spray/wipe down all furniture and interior contact surfaces (chairs, table tops and counters, cabinet and door handles, light switches) with an approved cleaner/disinfectant. The surfaces may be wiped down after the specified contact time period for the solution being used or you may leave them to dry. You do not need to clean/disinfect any stored furniture if it has already been treated.
 - 4.1.3. *If floor disinfecting is required*, disinfect the floors using approved disinfecting wet mopping cloths, wipe any excess moisture and leave to dry.
 - 4.1.4. Upon exiting the room, spray or wipe an approved cleaner/disinfectant on the exterior door knob and leave to dry. Classroom doors should be left open.
 - 4.2. Auditorium and Stage Area
 - 4.2.1. Ensure that all surfaces are clean.
 - 4.2.2. Spray/wipe down all furniture and interior contact surfaces (chairs, table tops and counters, cabinet and door handles, light switches) with an approved cleaner/disinfectant. The surfaces may be wiped down after the specified contact time period for the solution being used or you may leave them to dry. You do not need to clean/disinfect any stored furniture if it has already been treated.
 - 4.2.3. *If floor disinfecting is required*, disinfect the floors using approved disinfecting wet mopping cloths, wipe any excess moisture and leave to dry.
 - 4.3. Kitchen
 - 4.3.1. Ensure that all surfaces are clean. The cleaners used in the kitchen should be for food preparation areas.
 - 4.3.2. Spray and wipe down all interior contact surfaces (counters, faucets, refrigerator, stove, cabinet and door handles, light switches).
 - 4.3.3. If required, clean the floors using disinfecting wet mopping cloths and leave to dry.
 - 4.4. Bathrooms
 - 4.4.1. Ensure that the fixtures, soap dispensers, towel dispensers and floor are clean.
 - 4.4.2. Replenish necessary supplies.
 - 4.4.3. Spray and wipe down the toilets and faucets using a bleach-based cleaner (while wearing appropriate PPE).
 - 4.4.4. Wipe down all other interior contact surfaces (counters, door handles, light switches) with disinfecting wipes.
 - 4.4.5. If required, clean the floors using disinfecting wet mopping cloths and leave to dry.
5. Hallways and entry areas should be cleaned/disinfected last.
6. Ensure all trash receptacles are empty and confirm they have new liners with several spare liners in the bottom for subsequent use. Put any trash from them, and all other cleaning waste items, into a large lined garbage can in the utility hallway.
7. Ensure that all cleaning equipment, supplies, used cloths and trash have been placed in the designated locations.
8. Prior to exiting the building, confirm that the thermostat is turned down to 60 degrees F, ensure that all lights are off, and verify that all doors to the outside are properly closed and latched (do not slam the doors, instead pull them shut and pull hard on them until you hear them latch).

NCC Maintenance and Cleaning Provided by NCC Staff or Volunteers
Updated 4/15/2021

Approved Cleaning Supplies

Note: The specified surface contact time is for disinfecting SARS-CoV-2 (COVID-19) and is not necessary for normal cleaning.

Seventh Generation Disinfecting Multi-Surface Cleaner

Contains Thymol

EPA Reg. No. 84683-3

Used for food preparation areas, does not need to be rinsed. Spray on countertops & contact areas such as cabinets & refrigerator, wipe after 10 minutes.

Clorox Clean Up Cleaner + Bleach

Contains Sodium hypochlorite

EPA Reg. No. 5813-21

Used for bathrooms. Spray on toilets, sinks & faucets & contact areas such as cabinets & door, wipe after 30 seconds.

Microban 24 Hour Multi-Purpose Cleaner

Microban 24 Hour Multi-Purpose Cleaner and Disinfectant Spray

Contains Quaternary ammonium

EPA Reg. No. 4091-21 (Appear on EPA list as Condor 2, Raptor 5, and Phoenix 2 registered to WM Barr)

Used for any hard surface. Spray on contact area, wipe after 1 minute.

Clorox Disinfecting Wipes

Contains Quaternary ammonium

EPA Reg. No. 5813-79

Used for any hard surface. Wipe contact area and leave to dry (15 seconds).

Clorox Disinfecting Wet Mopping Cloths

Contains Quaternary ammonium

EPA Reg. No. 5813-113

Used for any hard surface. Wipe contact area and leave to dry (15 seconds).

Paper Towels

Used for normal cleaning.

Microfiber Cloths

Used where paper towels are not sufficient.

Personal Protective Equipment (PPE)

Disposable Nitrile Exam Gloves

Disposable Masks