

Lake Limerick Country Club
790 E St. Andrews Drive
Shelton WA 98584
Phone: 360-426-3581, Fax 360-426-8922
Email: lakelim@hctc.com
Web Site: lakelimerick.com

**Lake Limerick Country Club
Great Hall Rental Application
And Agreement**

First and Last Name

Name of Organization (if applicable)

Description of Event (Wedding, Retirement Party, Reunion)

Contact Phone Number(s)

Mailing Address

Date Facility is needed

Number of people expected (maximum 125)

Event Coordinator

Catering

DJ/Music

NOTE: ALL MUSIC MUST CEASE BEFORE MIDNIGHT

Flowers being Delivered by

Will Alcohol be served (circle all that apply) Beer Liquor Wine Champagne None

Please list below any special needs, concerns, or requirements to make your event a success!

<u>Office Use Only</u>
Calendar Entry By: _____
Reservation and/or Damage Deposit \$ _____
Check # _____
Date Received _____
Security Fee Paid \$ _____ Date: _____
Received by _____
Deposit Returned Amount \$ _____
Date: _____
By: _____

Phone Number

Phone Number

Phone Number

Phone Number

Lake Limerick Country Club

THIS RENTAL AGREEMENT ("agreement") is made by and between LAKE LIMERICK COUNTRY CLUB, (hereinafter "LLCC") and _____, (hereinafter "tenant").

(First and Last Name or Name of Organization)

LLCC and TENANT collectively may be referred to as the "Parties".

1. ENTIRE AGREEMENT

This agreement constitutes the entire Rental Agreement between the parties pertaining to the subject matter contained in it as it relates to all prior and contemporary agreements, representations, and understandings of the parties. No supplement, modification, or amendment of this Agreement shall be deemed or shall constitute a waiver of any other provisions, nor shall it be binding unless executed in writing by the party making the waiver.

2. DESCRIPTION

LLCC hereby rents to TENANT, and TENANT hereby rents from LLCC, that certain real property located at 790 E. St. Andrews Drive, City of Shelton, County of Mason, State of Washington, otherwise known as the Lake Limerick Country Club Great Hall, street level entry only (herein after the "Premises"). The "Premises" DOES NOT INCLUDE THE: Downstairs restaurant, surrounding grounds and park areas, patios, bridge, island, beach area, play ground equipment, and tennis courts. These areas belong to the Home Owners Association of Lake Limerick Country Club and are NOT available for your event guests.

3. USE AND OCCUPANCY

TENANT is renting the premises in its present condition. TENANT shall use and occupy the premises for the purpose stated on page one, "Description of Event". The premises shall be used for no other purpose without the prior written consent of LLCC.

4. TERM OF RENTAL

The premises will be available to the Tenant pursuant to this agreement at:

_____ a.m./p.m. _____, _____, _____
(Time) (Day of the week) (month) (date)

The Premises must be restored to its original pre-event condition no later than MIDNIGHT on the day of the event

5. RESERVATION AND DAMAGE DEPOSIT

TO HOLD AND CONFIRM YOUR RESERVATION DATE: A reservation and damage deposit of \$350 is due and payable upon execution of this agreement for all day rentals. Damage fees may apply after the event, and shall be taken out of the \$350.00 deposit. Costs incurred by LLCC to return the premises and property to as good a condition as existed prior to the commencement of YOUR event shall be deducted from the deposit. The balance will be returned to tenant within 7 business days after the event has ended. (Holidays are not counted as business days). In the event that damages exceed the \$350.00 deposit, TENANT agrees all fees over the amount shall be paid to LLCC by the tenant within 30 days after such notice is received from LLCC.

Hourly rental rates of \$50.00 per hour are available for members only, a minimum of \$150.00 (three hours) is required to hold the reservation. If the event goes over the three hour minimum an additional \$50.00 will be charged for each hour (or part of any hour). Damage fees may apply after the event, and shall be billed to the members' account. Costs incurred by LLCC to return the premises and property to as good a condition as existed

prior to the commencement of YOUR event shall be billed to the member's account. MEMBER agrees all fees billed to their account shall be paid to LLCC by the member within 30 days after such notice is received from LLCC.

6. PARKING

TENANT'S use of the premises shall include the parking lot in front of the premises. LLCC shall not be responsible for damage or theft of property of TENANT or TENANT'S guests whether parked in the designated parking area for the Great Hall or any adjacent public or private parking areas.

7. HOLD HARMLESS

TENANT shall defend, hold harmless and indemnify LLCC, its elected officials, officers, employees, agents and volunteers against all claims, suits, actions, costs, expenses (including, but not limited to, reasonable attorney's fees of LLCC and counsel retained by LLCC expert fees, litigation costs, and investigation costs), damages, judgments, or decrees by reason of any person or persons' bodily injury, including death, or property (including property of LLCC) being damaged by the negligent acts, willful acts, or errors or omissions of the TENANT or any person employed under TENANT, or in any capacity during the event, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of LLCC.

8. ALCOHOLIC BEVERAGES, MANDATORY BARTENDER

If alcoholic beverages are to be served it must be so noted on page one of the agreement. Washington State Liquor Control Board regulations require that all alcoholic beverages be served by a bartender. The LLCC Bartender is available for a \$100.00 set up fee for the Bar. The \$100.00 fee includes our bartender for 4 hours. All alcoholic beverages must be purchased from LLCC. ALL ALCOHOLIC BEVERAGES MUST BE CONSUMED ON THE PREMISES. Alcoholic beverages are NOT PERMITTED OUTSIDE THE PREMISES (building). Tenant shall indemnify and hold harmless LLCC from any and all liability if TENANT or any of TENANT'S guests or members brings alcoholic beverages to the event without LLCC's knowledge. The TENANT agrees to assume full responsibility for the conduct of its members, agents, participants, customers, employees, and guests, and all other persons who visit or use the facility in connection with tenants rental thereof.

9. SECURITY

All events serving alcoholic beverages SHALL be required to hire a security guard for the term of the rental. This shall be arranged through LLCC and paid for by the TENANT.

10. CANCELLATION

Tenant may cancel the scheduled event by notify LLCC by phone, fax or in person. In the event of a cancellation tenant automatically forfeits deposits as follows:

- a. Less than 60 days prior to the event, forfeit \$350.00
- b. More than 60 days prior to the scheduled event, forfeit \$100.00
- c. The balance of the reservation and damage deposit, together with any other fees deposited, shall be returned to tenant by LLCC via U.S. Mail within 7 working days after cancellation (holidays are not included as working days) LLCC is not responsible for U.S. Mail delays
- d. LLCC may require TENANT to relinquish the premises on demand in the event of a disaster or damage from fire or other emergencies as determined by LLCC. In such instances LLCC may notify TENANT either verbally or in writing. All money paid including the reservation and damage deposit shall be returned to the TENANT in full within 7 working days of said notification (holidays are not included as working days). The return of the TENANT'S reservation and damage deposit together with any other fees collected shall be the sole and exclusive

remedy for the termination of this agreement. TENANT hereby expressly waives any claims for damages or compensation arising from or related to the termination of this agreement under this paragraph.

- e. If the police department receives complaints about noise from music, or general rowdiness in and around the "premises", they may exercise their professional judgment and either give the TENANT a warning, or have the music turned off, or request that the event close and the premises be vacated. There will be no refunds or partial refunds if the event is terminated in this manner. NO EXCEPTIONS.

11. NOTICES

All notices required by this rental agreement to given to either party may be given personally or by depositing the same in the United States Mail, postage prepaid, and addressed to either party as set forth below and, in that event notice shall be deemed to have been giving three days after the mailing date.

Tenant may notify LLCC at:
Lake Limerick Country Club
790 E St. Andrews Drive
Shelton WA 98584

LLCC may contact Tenant at:

12. ASSIGNMENT

TENANT’S rights pursuant to this agreement shall not be assigned to any other party without the written approval of LLCC prior to the scheduled event. Subject to the restrictions on assignments as herein contained, this rental agreement shall inure to the benefit of, and shall be binding upon the assigns, successors in interest, personal representatives, estates, and heirs of the respective parties hereto.

13. ATTORNEY’S FEES

The remedies herein are cumulative and may be enforces separately or concurrently. If any action is brought to enforce the obligations or rights of parties under this agreement, the prevailing party in the action will be entitled to all costs and expenses, including attorney fees and all other documented fees incurred in the action.

14. ACKNOWLEDGMENT

Both parties acknowledge, with their signature below, receipt of a signed copy of this agreement. TENANT acknowledges that they have read and understand this rental agreement and regulations governing the use of the "premises", and agrees to comply with all terms and conditions contained herein.

The parties have executed this rental agreement on this _____ day of _____, 20____.
(date) (month) (year)

TENANT:
Signature _____
Printed Name: _____

Lake Limerick Country Club
Signature: _____
Printed Name: _____