

Lake Limerick C.C.



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LAKE LIMERICK COUNTRY CLUB

790 East Saint Andrews Drive, Shelton, WA 98584

Phone (360) 426-3581 Fax (360) 426-8922

Email: mail@lakelimerick.com Web site: <http://www.lakelimerick.com>

NONPROFIT GREAT HALL RENTAL APPLICATION AND AGREEMENT

First and Last Name: _____

Division & Lot: _____

Mailing Address: _____

Email Address: _____

Phone Number: _____

Preferred Contact (please select): Mail Phone Text Email

Description of Event: _____

Date and Time Facility Needed: _____

Number of People Attending (Maximum 125): _____

Will Alcohol be Served? (circle all that apply)

Beer Liquor Wine Champagne None

PLEASE NOTE: The Washington State Liquor and Cannabis Board regulations require a Banquet Permit be posted for NONPROFIT provided alcoholic beverages at no charge to event guests. See RENTAL AGREEMENT, 9. ALCOHOLIC BEVERAGES for additional information.

Please List Below Any Special Needs:

THIS RENTAL AGREEMENT ("Agreement") is made by and between LAKE LIMERICK COUNTRY CLUB, (hereinafter "LLCC") and _____, (hereinafter "TENANT").
(First/Last Name)

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 know as the Lake Limerick Country Club Great Hall, street level entry only (hereinafter the "Premises").

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." This agreement is for an event-space rental of the Lake Limerick Great Hall and not for any other type of occupancy. 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:

_____, _____, _____, _____, _____
(Time) (Day of Week) (Month) (Date) (Year)

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

Tenant Initials _____

5. RESERVATION REQUIREMENTS

TO HOLD AND CONFIRM YOUR RESERVATION DATE:

- a. A TENANT Event reservation full rate deposit is due plus Mason County current sales tax rate are payable upon execution of this agreement to secure the date.
- b. TENANT events are contracted for up to 4 hours or 4+ hours. 2 hours pre-event setup and 2 hours post-event teardown and clean up are at no charge.
- c. LLCC provides access to the Great Hall, tables and chairs for a capacity of up to 125. TENANT is responsible for the entire event including food and beverage, setup, teardown and cleanup. Evening events end by 10pm and cleanup by midnight. For evening events, the TENANT is responsible for pre-paying LLCC a \$50 fee for an employee to secure the building, turn off lighting, alarm the building and lock exterior doors.
- d. A prepaid refundable \$250 cleaning and damage deposit is due upon execution of this agreement if no alcohol is served. If alcohol is served, the cleaning and damage deposit is \$500. Damage fees may apply after the event and shall be billed to the TENANT based on a post event inspection. 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 at cost. TENANT agrees all damage fees billed shall be paid to LLCC within 30 days after such notice is received from LLCC.
- e. Decorations are limited to tabletop ONLY. No decorations are allowed on walls, glass, nor fireplace in the room nor in the deck area. Balloons are NOT allowed.
- f. TENANT is encouraged to hire an event planner to provide all event services including food and beverage, setup, teardown and cleaning.
- g. Signed Great Hall Rental Application and Agreement along with all required deposits and fees.
- h. LLCC maintains the first right of refusal whether to accept an event reservation.

Tenant Initials _____

6. RATES

- a. 1-4 hours Saturday and Sunday \$640 with event to conclude by 4pm
4+ hours Saturday and Sunday \$1125 with event to conclude by 10pm
1-4 hours Monday – Friday \$560 with event to conclude by 4pm
4+ hrs Monday – Friday \$900 with event to conclude by 10pm
Rates are subject to current sales tax rate
- b. For evening events, the MEMBER is responsible for pre-paying LLCC a \$50 fee for an employee to close and secure the building, turn off lighting, alarm the building and lock exterior doors.
- c. For cancellations less than 30 days of the event, the room deposit fee is non-refundable. The \$250/\$500 cleaning/damage and \$50 evening close deposits are refundable for cancellations regardless of date.

Tenant Initials _____

7. PARKING

Parking is available in the adjacent lot, striped areas on both sides of Saint Andrews Drive and in the Shop parking lot on Shamrock Drive. NO parking is allowed on the streets. LLCC shall not be responsible for damage or theft of property of TENANT or TENANT'S guests parked in any public or private areas.

Tenant Initials _____

8. HOLD HARMLESS

TENANT shall defend, hold harmless and indemnify LLCC, it's elected officials, officers, employees, agents and volunteers against all claims, suits, actions, costs, expenses (including but not limited to, reasonable attorney's fees and counsel retained by LLCC, expert fees, litigation costs, and investigation costs), damages, judgements, or decrees by reason of any person or person's 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.

Tenant Initials _____

9. FOOD AND BEVERAGE/ALCOHOL

- a. TENANT is encouraged to hire an event planner to provide food and beverage services. Kitchen facilities are not provided.
- b. If alcoholic beverages are to be served, it must be noted on page one of this agreement. The Washington State Liquor and Cannabis Board regulations require a Banquet Permit be posted where alcohol is provided by the TENANT at no cost to event guests and served by a MAST Licensed Bartender. Banquet permits are available from <https://lcb.wa.gov/licensing/online-banquet-permit>. Use of additional space for alcohol service is negotiable based on TENANTS adequate banquet permit specifying locations. If a banquet permit is not obtained and presented 7 business days prior to the event, alcoholic beverages will NOT be served.
- c. All persons purchasing and/or consuming alcoholic beverages must show proof of drinking age with a valid age identification to the Bartender and wear a wristband.
- d. ALL ALCOHOLIC BEVERAGES MUST BE CONSUMED INSIDE THE PREMISES. Alcoholic beverages are NOT PERMITTED OUTSIDE THE PREMISES (building). MEMBER 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 TENANT'S rental thereof. Plastic containers are required on the deck and no glass containers are allowed.
- e. Minors are not allowed to serve or be provided alcoholic beverages. If a minor is witnessed serving or being served alcoholic beverages, the person serving or providing the alcohol will be asked to vacate the premises and all alcoholic beverages service stop.

Tenant Initials _____

10. LIABILITY INSURANCE

TENANT shall provide proof of coverage in the amount of \$1,000,000 of combined single limit liability coverage. The term of such coverage shall coincide with the date(s) of occupancy. It is understood and agreed that such insurance shall cover any damage or injury caused by the negligence of Member or any of its agents, participants, customers, employees and guests, and all other persons who visit or use the facility in connection with TENANT'S rental. Purchase of this insurance coverage shall be at the sole expense of the TENANT.

Event insurance can be purchased from:

<https://www.markelinsurance.com/event-or>

Proof of insurance certificate must be provided to Lake Limerick Country Club within 2 weeks prior to the date of Members contracted event.

Tenant Initials _____

11. CANCELLATION

TENANT may cancel the scheduled event by notifying LLCC by email or in writing. If an event is cancelled, MEMBER automatically forfeits deposits as follows:

- a. Less than 30 days prior to event, forfeit the entire room deposit. The cleaning/damage deposit is refundable.
- b. More than 30 days prior to event, the entire room deposit and the cleaning/damage deposit, together with any other fees deposited shall be returned to TENANT by LLCC via US Mail within 7 working days after cancellation (holidays are not included as working days). LLCC is not responsible for US Mail delays.
- c. 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 will notify MEMBER either via email or in writing. All money paid, including the reservations and cleaning/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 cleaning/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.
- d. If the police department receives complaints about noise from music or general rowdiness in and around the premises, they may exercise their professional judgement and either give the TENANT a warning, or have the music turned off by 10PM, 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.

Tenant Initials _____

12. NOTICES

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

<u>MEMBER may notify LLCC at:</u> Lake Limerick Country Club 790 E. St. Andrews Drive Shelton, WA 98584 Or mail@lakelimerick.com	<u>LLCC may notify MEMBER at:</u>
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13. ASSIGNMENTS

MEMBER'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 or 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.

Tenant Initials _____

14. ATTORNEY'S FEES

The remedies herein are cumulative and may be enforced 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 document fees incurred in the action.

Tenant Initials _____

15. 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

LAKE LIMERICK COUNTRY CLUB

Signature _____

Signature _____

Printed Name _____

Printed Name _____