

**Ludlow Maintenance Commission
Facility Rental Agreement
Approved April 8, 2006
Amended March 24, 2011**

THIS RENTAL AGREEMENT is made and entered into by and between the Ludlow Maintenance Commission, a Washington non-profit corporation (hereafter referred to as "LMC") and the undersigned (hereafter referred to as "Renter"). For and in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **PURPOSE.** LMC owns and manages a recreation center for the benefit of its members in Port Ludlow, WA (hereafter referred to as "Beach Club"). Occasionally, LMC rents portions of the Beach Club for use by members in good standing and non-members for private meetings/functions. Renter desires to rent a portion of the Beach Club as set forth herein and LMC agrees to provide the premises, together with appurtenant standard utilities, pursuant to the terms and conditions set forth herein.

2. **PREMISES.** LMC hereby agrees to lease to Renter a portion of the Beach Club, namely Bayview room, kitchen, and meeting rooms (hereafter sometimes referred to as "the premises") for a private meeting/function. The Renter understands and agrees that the private meeting/function is to be contained exclusively within the area rented by Renter, to this Rental Agreement, except for normal ingress, egress, and use of the restroom facilities. It is expressly understood that the private function is prohibited from extending into the exercise or pool area.

3. **TIME OF RENTAL.** The rental period shall commence at _____ () a.m. or () p.m. on the _____ day of _____, 201__, and shall terminate at _____ () a.m. or () p.m. on the _____ day of _____, 201__ (hereafter referred to as "The rental period"). In the event additional time is required for set up, arrangements must be made in advance with Beach Club staff. Such additional time is at the discretion of said staff and a fee may be charged. All private meetings/functions must conclude by midnight, unless prior permission has been obtained in writing from LMC's General Manager.

4. **RESERVATION DEPOSIT.** A reservation deposit in the amount equal to 50% of the rental fee is required for all private Bayview Room rentals, payable when the Rental Agreement is signed unless waived at the discretion of the General Manager. The reservation deposit will be applied to the room rental. The remaining balance will be payable to LMC no later than fifteen (15) days prior to the date of the scheduled meeting/function. If the reservation is cancelled thirty (30) days or more prior to the event, the reservation deposit will be fully refunded. However, if the cancellation occurs less than thirty (30) days prior to the event, the reservation deposit is non-refundable.

5. **SECURITY DEPOSIT.** Meetings/Functions that are subject to Meeting Room Rental Rates and serve food and/or alcoholic beverages in the Bayview Room will be charged a security deposit unless waived at the discretion of the General Manager. Security deposits must be received by LMC no later than fifteen (15) days prior to the meeting/function. Security deposits are as follows:

LMC member	\$200.00
Non-member	\$400.00

In the event Renter defaults or breaches any of the terms and conditions as set forth in the LMC Rental Agreement, the LMC General Manager may use, apply or retain the security deposit. The security deposit will be fully refunded, without interest, if Renter complies with all of the terms, provisions, and conditions of the LMC Facility Rental Agreement.

6. USE. The premises are being rented by the undersigned for meetings/functions that may include, weddings/receptions, or other social purposes, which may include meal service. Use of the premises for anything other than for the above purposes will be expressly subject to advance written approval of the General Manager. Renter shall ensure the premises are not used for any unlawful, immoral, improper or offensive use.

7. SERVICES PROVIDED BY LMC. LMC will provide at least one Beach Club staff member for the duration of the private meeting/function. Staff requirements beyond the posted facility hours will be subject to additional fees. LMC equipment required by Renter (tables, chairs and their placement) shall be coordinated with the Beach Club staff at least one week prior to the rental date. In addition, other items may be available from the LMC for an additional fee.

8. TERMINATION OF RENTAL AGREEMENT FOR DEFAULT OR BREACH. If Renter defaults in the performance of any terms and conditions set forth herein, including compliance with the applicable laws, LMC may immediately terminate this LMC Facility Rental Agreement and immediately eject Renter and any guest, invitee or other persons admitted to the Beach Club by Renter.

9. SIGNS AND ADVERTISING. Renter shall not place or suffer to be placed or maintained on the exterior of the Beach Club, or Beach Club real property, any sign, advertising matter or other thing of any kind, without first obtaining the written consent of the General Manager, which may be withheld for any reason whatsoever.

10. CONDITIONS OF PREMISES AND CLEANING. Immediately following the private meeting/function, Renter shall, at Renter's expense, (1) remove all equipment, musical instruments, supplies, decorations and other personal property from the Beach Club; and (2) surrender the premises, in as good condition as at the commencement of the rental period. All other clean up of the room except floors will be the responsibility of the Renter. Additional cleaning that is required by the Beach Club staff shall be billed to the Renter at the current published rates. Upon completion of cleaning and removal of all equipment, musical instruments, supplies, decorations and other personal property, Renter agrees to complete and execute a cleaning checklist with a member of the Beach Club staff.

11. UNAVAILABILITY OF PREMISES. In the event the Beach Club, or any portion thereof, is damaged, destroyed or suffers any other casualty or unforeseen occurrence which renders the fulfillment of this Rental Agreement by the LMC impossible or impracticable, LMC shall return

any reservation and/or security deposit and any rental payment paid by Renter and shall not in any case be held liable or responsible to Renter for any damages caused thereby.

12. RESERVED RIGHTS. In renting the Beach Club, or any portion thereof, to Renter, LMC does not relinquish the right to control the management thereof or to enforce all necessary and proper rules and regulations for the management, use, operation and maintenance of the Beach Club. LMC, its employees, agents and representatives, reserve and shall have the absolute right of entry to the Beach Club, or any portion thereof, during the rental period at any time for any purpose. LMC further reserves the right to eject, or have ejected, any objectionable person or persons from the Beach Club, and upon the exercise of this authority, Renter hereby waives any right and all claims for damages against the LMC, or any of its employees, agents or representatives.

13. PLACEMENT AND REMOVAL OF ITEMS FURNISHED BY RENTER. Renter shall obtain prior approval of LMC, which may be withheld for any reason whatsoever, before installation or delivery of any decoration or other property, which will alter the appearance of the premises. All equipment, catering materials, musical instruments, lighting, supplies, decorations and other personal property shall be removed immediately following the private meeting/function (unless prior permission is given for an exception). In the event Renter fails to fully vacate and remove all such equipment, catering materials, musical instruments, lighting, supplies, decorations or other property at the end of the private meeting/function, then any property remaining shall be conclusively deemed to have been abandoned and at LMC's option said property may be retained or removed by LMC. LMC may have any such property stored at Renter's risk and expense. Any costs or expenses incurred by LMC in carrying out the provisions of this Paragraph shall be reimbursed by Renter, and LMC shall have the right, to the extent available, to offset any such costs and expenses against the security deposit herein. Moreover, LMC shall not be liable for any damages or loss to personal property, which may be sustained, either by reason of such removal or the place to which it may be removed. LMC is hereby expressly released from any and all claims for damages of whatever kind or nature.

14. PERSONAL PROPERTY IN THE BEACH CLUBS. LMC assumes no responsibility whatsoever for any personal property placed in the Beach Club by Renter, and LMC 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 the Beach Club under this LMC Facility Rental Agreement.

15. DAMAGE TO THE BEACH CLUB. Renter shall not injure, mar or deface in any manner the Beach Club, or any portion thereof, and shall not cause nor permit anything to be done whereby the Beach Club shall be in any manner injured, marred or defaced. Renter shall not drive, nor permit to be driven any nails, hooks, tacks or screws, in any part of the said Beach Club, nor shall Renter make, or allow to be made, alterations of any kind therein. There are to be no open flames. All candles must be enclosed in glass containers.

16. RESPONSIBILITY FOR DAMAGE. Renter agrees to ensure that the premises are properly cared for during the rental period. If during the rental period the premises, or any portion thereof, shall be damaged by the act, omission, default or negligence of Renter, or of Renter's agent,

employee or employees, patrons, guests, or any person admitted to the premises by Renter, then Renter shall pay LMC, upon demand, such sum as shall be necessary to restore said premises to its condition immediately prior to commencement of the rental period. Renter hereby assumes full responsibility for the character, acts and conduct of all persons admitted to the premises, or any portion thereof, by Renter (or by or with the consent of any person acting on behalf of Renter), and Renter agrees to have on hand at all times sufficient persons to maintain order and protect persons and property.

17. INDEMNIFICATION. Renter shall indemnify, defend and hold LMC harmless from and against any and all claims, actions, damages, liability and expense (including reasonable attorneys' fees) in connection with loss of life, personal injury and/or damage to property arising from or out of the occupancy or use by Renter of the premises, or any portion thereof, occasioned wholly or in part by any act or omission of Renter, or any guest, invitee or other person admitted to the premises by Renter.

18. COMPLIANCE WITH LAWS. Renter agrees that it will ensure that all activities of Renter at the premises during the rental period conform to and comply with all federal, state and local laws and ordinances, including police and fire regulations, and the rules and regulations of LMC. The use and consumption of alcoholic beverages during a private function must be in compliance with Washington State's Liquor Control Board regulations. Renter agrees to obtain any required permit from the Washington State Liquor Control Board. Renter will not do, nor suffer to be done, anything on the premises during the rental period in violation of any such laws, ordinances or rules and regulations, and if the attention of Renter is called to such violation on the part of Renter, or any guest, invitee or other person admitted to the premises by Renter, then Renter shall immediately desist from and correct such violation.

19. CAPACITY. At no time shall tickets be sold or persons allowed to occupy the premises beyond the posted maximum capacity.

20. ASSIGNMENT. Renter shall not assign this LMC Facility Rental Agreement, nor sublet the premises, or any portion thereof, without the express written consent of LMC, which consent may be withheld at LMC's sole discretion.

21. ATTORNEYS FEES AND COSTS. In the event of any litigation between the parties with regard to this Rental Agreement, the prevailing party shall be entitled to cover their reasonable attorneys' fees and costs.

22. APPLICABLE LAW. This Rental Agreement shall be construed under the laws of the State of Washington. Venue for any action hereunder shall be in the Superior Court of the State of Washington, Jefferson County.

23. JOINT AND SEVERAL LIABILITY. In the event two or more individuals, corporations or other business associations shall sign this LMC Facility Rental Agreement as "Renter" the liability of each such individual, corporation or other business hereunder shall be deemed to be joint and several.

24. ENTIRE AGREEMENT. This Rental Agreement contains the entire agreement between the parties and shall not be modified in any manner except in writing executed by all parties.

IN WITNESS WHEREOF, the parties have executed this Rental Agreement on or about the _____ day of _____, 201__

Event Date: _____ Event Time: _____

Estimated Number of People: _____

Group Name or Function: _____

Room Rented: _____

Billing Address: _____

Telephone: _____

Renter Signature: _____

Print Name: _____

Ludlow Maintenance Commission
121 Marina View Drive/PO Box 65060 Port Ludlow WA 98365
Phone 360-437-9201 Fax 360-437-0187
beachclub@olympus.net

A Washington non-profit corporation

By: _____

Position: _____

Event Date: _____
 Name of renting party: _____
 LMC Staff Name: _____

	<u>Member</u>	<u>Non Member</u>	<u># of hours</u>	<u>Total</u>	<u>Payments Made</u>
Bay View Room: (includes use of the kitchen)					
Weddings & Wedding Receptions	\$300	\$500		_____	
Full Day (8 hrs.)	\$250	\$400		_____	
Bay View Room - Hourly Rate	\$35	\$60	_____	_____	
Meeting Rooms & Bridge Deck:					
Full Day (8 hrs.)	\$175	\$300		_____	
Hourly Rate	\$25	\$50	_____	_____	
Kitchen Rental Only:					
Hourly Rate**	\$25	\$40	_____	_____	
Overhead Digital Projector:					
	\$30	\$40	_____	_____	
Lawn Area:					
Lawn Area with LMC Tables and Benches	\$75	\$100		_____	
Lawn Area Only	\$50	\$75		_____	
Barbeque Area:					
Flat Fee	\$25	\$40		_____	
Additional Fees:					
Additional Cleaning Required by Staff					
Hourly Rate	\$25	\$50	_____	_____	
Staff Fee For After-Hours Use					
Hourly Rate	\$25	\$50	_____	_____	
Sub Total				_____	
State Sales Tax @ 8.7%				_____	
Total (50% due @ booking the balance is due 15 days prior to event date)				_____	_____
Security Deposit \$200 for members/\$400 for non members (deposit is due 15 days prior to event date)				_____	
Grand Total				_____	_____

Make checks payable to LMC

* Groups using Beach Club supplies will be billed following the meeting/function.

** Daily rates available upon request.

Beach Club Rental Agreement.doc

**LUDLOW MAINTENANCE COMMISSION - BEACH CLUB
FACILITY CLEANING CHECK LIST**

Whether a member or non-member renter, it is your responsibility to ensure that the area of the building which you have rented is left in a clean, tidy condition. The following is a standard cleaning checklist that must be completed both prior to and following the event.

All other services such as furniture handling, function set-up, break-down, bathroom cleaning, restocking and floor-cleaning will be done by our Beach Club staff.

Pre-Event Post-Event
Date: _____ _____

Bay View Room

- | | | |
|-----------------------------------------------------------------|--------------------------|--------------------------|
| Wipe liquid spills from floor. | <input type="checkbox"/> | <input type="checkbox"/> |
| Empty trash receptacles. | <input type="checkbox"/> | <input type="checkbox"/> |
| Discard all left over food. | <input type="checkbox"/> | <input type="checkbox"/> |
| Wipe counter tops, tables and sink. | <input type="checkbox"/> | <input type="checkbox"/> |
| Wipe out wall ovens, and/or advise LMC staff to set self-clean. | <input type="checkbox"/> | <input type="checkbox"/> |
| Clean stove-top. | <input type="checkbox"/> | <input type="checkbox"/> |
| Wipe out microwave ovens. | <input type="checkbox"/> | <input type="checkbox"/> |
| Refrigerator shelves wiped cleaned. | <input type="checkbox"/> | <input type="checkbox"/> |
| Appliance and cupboard fronts wiped clean. | <input type="checkbox"/> | <input type="checkbox"/> |
| Dish tubs, utility cart and trash bins rinsed out. | <input type="checkbox"/> | <input type="checkbox"/> |
| Sweep floor when applicable. | <input type="checkbox"/> | <input type="checkbox"/> |

Carpeted Meeting Rooms

- | | | |
|-------------------------------------|--------------------------|--------------------------|
| Vacuum carpet. (LMC staff) | <input type="checkbox"/> | <input type="checkbox"/> |
| Wipe counter tops, tables and sink. | <input type="checkbox"/> | <input type="checkbox"/> |

Uncarpeted Meeting Rooms

- | | | |
|-------------------------------------|--------------------------|--------------------------|
| Sweep floor when applicable. | <input type="checkbox"/> | <input type="checkbox"/> |
| Wipe counter tops, tables and sink. | <input type="checkbox"/> | <input type="checkbox"/> |

Pool Deck

If indoor banquet tables and chairs have been used, wipe the tables with bleach solution and return to auditorium.

Return outdoor umbrellas and furniture to usual position.

Wipe down outdoor furniture as required with damp cloth.