



## FACILITY RENTAL AGREEMENT

- 1) **AGREEMENT:** This Rental Agreement "Agreement" dated \_\_\_\_\_ is between The Longbranch Improvement Club "LIC"/"Lessor", 4312 Key Peninsula Highway S, PO Box 111, Lakebay WA 98349 "Lessor" and "Lessee" as follows:

<b>Lessee Name:</b>	
<b>Street Address:</b>	
<b>Tele</b>	
<b>Email</b>	
<b>Type of Event</b>	
<b>Rental Day 1 / Block</b>	Date: _____ Full Day / ½ Day AM / ½ Day PM (circle one)
<b>Rental Day 2 Date / Block</b>	Date: _____ Full Day / ½ Day AM / ½ Day PM (circle one)
<b>Rental Day 3 Date / Block</b>	Date: _____ Full Day / ½ Day AM / ½ Day PM (circle one)
<b>Facilities Rented (Circle one)</b>	Ballroom+Foyer+Kitchen / Ballroom+Foyer+Kitchen+Grounds / Grounds Only / Foyer Only
<b>Accessorial Rental</b>	Indoor PA / Outdoor PA / Projection Screen / Power Pod (circle selection)
<b>Accessorial Rental Dates</b>	(list dates)
<b>Applicable Discounts</b>	Active Duty Military 10% / LIC Qualified Member 20% (circle selection)

- 2) **RENTAL AMOUNTS RECAP:** (Pricing schedule & particulars is attached as Enclosure A)

<b>Day 1 Fees</b>	Facilities: \$ _____	Accessorial: \$ _____	Deposits: \$ _____	Total: \$ _____
<b>Day 2 Fees</b>	Facilities: \$ _____	Accessorial: \$ _____	Deposits: \$ _____	Total: \$ _____
<b>Day 3 Fees</b>	Facilities: \$ _____	Accessorial: \$ _____	Deposits: \$ _____	Total: \$ _____
<b>Heating Surcharge</b>	Day 1: \$ _____	Day 2: \$ _____	Day 3: \$ _____	Total: \$ _____

Grand Total: \$ \_\_\_\_\_

- 3) **PRINCIPALS ONLY:** The LIC does not allow subletting/subleasing. The Lessee name above must be the party that the event is for and not a party that holds/operates the event for a client or other party. In the event that the LIC learns a Lessee has violated this clause, they may be barred from future rentals, and the rental amount noted in Section 2 above shall be doubled and immediately payable to the LIC. *For example, if the Smith's are getting married, the Smiths are the party holding the event and the principal. If XYZ Event management rents the facility, and then holds the event under contract or agreement for the Smith's, it is a violation of this Agreement.*

- 4) **ACCEPTANCE, PAYMENTS, CANCELLATIONS & COSTS:**

- a) **Acceptance:** This Agreement is not accepted/valid and the rental date is not reserved until all the deposit amounts are paid and this rental Agreement is executed by an authorized Lessor official. This Agreement consists of its main body, Enclosure A Pricing Schedule & Particulars, and Enclosure B House Rules. Enclosures are incorporated herein by reference.
- b) **Payments & Cancellations:** By reserving the facility, Lessee is blocking the calendar for those dates, and if Lessee cancels, Lessor may not have enough time to obtain a new Lessee, resulting in a financial loss to Lessor and reducing availability of the facility to the community. Therefore, the following payment and cancellation schedule is in effect:

Time Period	Payment Required	Cancellation Fee
With Agreement	Full Deposit Amount	Cancellations more than 90 days from rental start date receive 100% refund of deposit and other amounts paid. Cancellations between 60 days from rental start date to 90 days from rental start date will receive 50% refund of deposit and other amounts paid. Cancellations less than 60 days prior to rental start date will not receive a refund*.
90 Days Prior to Rental Start	50% of Total Final Rental Cost	
60 Days Prior to Rental Start	100% of Total Final Rental Cost	
Less Than 60 Days Prior to Rental Start	100% of Total Final Rental Cost	

*\* Lessor may in its sole discretion refund a larger amount if it is able to rent the space during the period which Lessee contracted for under this Agreement. Cancellation fees are not intended to be punitive, but to ensure that revenue to the LIC and availability to the community is not harmed.*

**c) Costs:**

- I) Lessee is responsible for the facilities during the term of the Agreement. In the event of damage to the facility, leaving the facilities in disarray, missing property, or an unclean condition, Lessor may offset such costs against the Total Deposit Amount as well as charge additional costs over the Total Deposit Amount to Lessor. Lessor is expected to return the facility at the end of the rental period in the same condition it was received, however Lessors should not wet mop floors (but shall mop and clean up any standing liquids).
- II) Lessee shall pay any additional costs due under this Agreement within 30 days of invoice/demand by the LIC and all costs of collection or related costs shall be paid by Lessee, including legal fees. Unpaid amounts shall incur interest at 1% per month, compounded monthly, until paid in full.
- III) Lessor shall pay any Deposit refunds which may be due and payable under this Agreement generally within 30 days after the Term of Rental.

**5) INSURANCE & GOVERNMENT IMPOSED RENTAL REQUIREMENTS:** Lessees must obtain the following if applicable:

- a) **License for Bona Fide Non-Profits to Sell Liquor:** A special occasion license allows a bona fide nonprofit organization to sell liquor at a specific time, date, and place. Examples of events include fundraising dinners, gala events, auctions, and Wine Tasting. Go to <https://lcb.wa.gov/licensing/special-occasion-licenses>.
- b) **Banquet Permit:** A banquet permit is a permit you apply for that allows the service and consumption of liquor at a private, invitation-only banquet or gathering held in a public place or business. Examples include weddings, company banquets, retirement parties, organizations, or church events. <https://lcb.wa.gov/licensing/banquet-permits>
- c) **Insurance: The LIC's insurance policies do not cover Lessees and Guests:** Therefore, Lessee will purchase separate insurance and present to Lessor a "Certificate (or evidence) of Insurance" covering public liability with combined bodily injury and property damage in an amount of \$1,000,000.00 naming the Longbranch Improvement Club as the additional insured or holder for the duration of the rental period. Your insurance carrier or a number of web sellers such as [www.theeventhelper.com](http://www.theeventhelper.com) or [www.specialeventinsurance.com](http://www.specialeventinsurance.com) or others offer such policies at roughly \$100 per day. You must provide a copy of the proper certificate of insurance at least 15 days prior to your event, otherwise your event may be cancelled, and deposits/payments forfeited.

**6) DAMAGES:** Lessee is responsible without limitation for any damages to the facilities that occur during the period which Lessee has possession of the facilities, except for natural events (storms, earthquakes, etc.), acts of God, and other events which were not under the control or influence of Lessee and Lessee's guests/attendees. If Lessee or their guests/attendees cause damage to the facilities, which renders the facilities not ready for possession by the next scheduled lessee, Lessee is obligated for any fees, expenses, costs, penalties, or other amounts that Lessor may be obligated to pay.

**7) TERM OF RENTAL:** Lessee will take possession of the facilities on the Rental Start Date at the rental start times and shall surrender the facility at the rental end time with the facility in the same manner as received. Should Lessee fail to vacate the facilities on the Rental End Date at the times set forth in this section, the rental fee from the Rental End Date to the date and time facilities are vacated shall be \$5,000 per day (rounded up the next full day), and Lessee further agrees to obligated for any fees, expenses, costs, penalties, or other amounts that Lessor may be obligated to pay as a result of Lessee's failure to vacate.

**8) SETUP:** Lessee is responsible for the set-up of chairs, tables, and other items which are part of this Agreement. Before the end of the Term of Rental, Lessee shall return such chairs, tables, and other items to their proper storage locations, to be left in the same manner as Lessee received them.

**9) HOLD HARMLESS/INDEMNIFICATION:** Lessee agrees to hold Lessor, its officers, members, and agents harmless against all loss or damages to any person or property during the period of Lessee's possession of the facilities. If any claim is made against Lessor for any act or reason during the period of Lessee's possession of the facilities, Lessee agrees to indemnify and bear all responsibility for any amounts Lessor may pay and any costs related thereto, without limitation. The Lessor (and not Lessee) shall in its sole discretion be empowered to enter into resolution agreements or settlements for such losses or damages, for which Lessee shall be obligated to pay.

**10) FORCE MAJEURE:** Lessor shall not be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder due to strikes, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes, pandemics, mechanical failures, unavailability of the facility for reasons outside the specific control of Lessor or any other causes that are beyond the reasonable control of Lessor.

**ACCEPTED AND AGREED:**

**Lessee:**

\_\_\_\_\_  
*(Printed Name)*                      *(Signature)*                      *(Date)*

**Lessor: (The Longbranch Improvement Club)**

\_\_\_\_\_  
*(Printed Name & Title)*                      *(Signature)*                      *(Date)*

## ENCLOSURE B - HOUSE RULES

- 1. Break No Laws:** Lessee, their guests/attendees, may not engage in any activity which violates state or federal laws or regulations, as well as Pierce County ordinances.
- 2. Smoking:** Smoking is allowed only in the designated smoking area through the double doors to the left of the ballroom (when facing the stage). Smoking is not allowed in the building or anywhere on the grounds except for the designated smoking area.
- 3. Pets:** No pets of any kind are allowed in the building except certified Service Dogs wearing the Service Dog Vest. Owners must keep Service Dogs leashed. Doggie Doo bags may be found on posts adjacent to the walking trails and other areas.
- 4. Supervise Children:** The facilities are intended for use by adults. Areas which are difficult to supervise include but are not limited to the stage in the main room, the bathrooms, outdoor areas, and the kitchen area. Lessees who allow children in the facility do so at their own risk. Continuous supervision of children is required.
- 5. Alcohol Consumption:** Lessor requires Lessee to procure the proper permit from the Washington State Liquor Control Board to serve liquor on the premises and abide by all the conditions of the permit. Washington State Law prohibits the serving of alcohol of any kind to minors and/or alcohol-impaired guests. Allowing underage or excessive consumption of alcohol is a violation of that law, and the lessees will be held responsible for all damage that may result.
- 6. Respect the Floors:** The building has hardwood floors throughout that can be scratched or scarred by users who track sand, gravel, or mud into the facility. During the pre-rental inspection tour, Lessee should take special notes of the floors and note any damage on the inspection form. Renters will be held responsible for all damage to the floors as well as the building and its fixtures.
- 7. Decorations:** Decorations must be applied with painter tape only. No duct, scotch, masking, or any other forms of tape may be used. Nails or staples are not allowed. All tape must be removed from the tables, stage doors, windowsills, or walls by the end of the rental period.
- 8. Garbage:** Lessees will deposit garbage in the designated containers. Full garbage bags should be placed in the dumpster adjacent to the building behind the wood fenced area. Excess garbage (garbage which does not fit into the dumpster or is of a nature that it should not be placed in the dumpster) must be removed from the facility and grounds by Lessee. All glass bottles (beer, wine, soda, liquor) must be removed by the Lessee.
- 9. Kitchen Use:** Cutting or chopping on the countertop is prohibited. Someone must be in the building at all times whenever the stove/ovens are on.
- 10. Furniture Use:** All tables are to be wiped down after use and replaced in the table dollies and bins. Chairs are to be replaced to their original storage locations.
- 11. Fires:** No open fires, charcoal grills or fireworks are permitted on the grounds at any time. Chafing dish sterno and gas grills are authorized – gas grills must be outside and at least 20' from the buildings.
- 12. Rice, Birdseed and Confetti:** The use of rice, birdseed, confetti, or similar small solid materials attracts vermin and therefore is not permitted in the LIC building or anywhere on the grounds.
- 13. Conserve Energy:** Our rustic log building is charming, but it is not well-insulated. Conserve valuable and expensive heat by keeping doors closed during use in cool weather. Excessive use of heat, water or electricity will be added to the rental cost at the sole discretion of Lessor.
- 14. No Parking:** The areas marked with NO PARKING signs are fire lanes and are to remain free of vehicles at all times. Signs are not to be moved.
- 15. Overnight Camping/Parking:** Overnight stays/parking of any type are not allowed. Water & electrical connections are not available for use unless specifically contracted. Vehicles must only be parked in the vehicle parking lot. Day use tents must be pitched in the large open field near the ball diamond to the north of the building and taken down by end of day. No RV's or motorhomes are to be parked in front of the building or in the lawn to the north side of the building at any time.
- 16. Keys:** Lessees who take possession of the facilities for more than one day may be given a key. Keys are not to be duplicated for any purpose, the facilities are to be locked at the end of each day and notify the rental agent to arm alarm system. Keys must be returned as part of vacating the facilities. Lost key charge is \$50.00 per key.
- 17. Masks/Health Rules:** From time-to-time Health Authorities may require masks or other health rules be followed. In such cases, Lessees shall follow such requirements.
- 18. Security:** Lessees are responsible for the security of the LIC during their rental period, and the LIC cannot be responsible for any Lessee items on the premises under any conditions.