

**LAKE DESIRE COMMUNITY CLUB  
RENTAL AGREEMENT**

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

By and between **THE LAKE DESIRE COMMUNITY CLUB** (hereinafter called "Lessor") and

\_\_\_\_\_, (hereinafter called "Lessee"), whereby Lessee hereby

rents from Lessor those certain premises known as **The Lake Desire Community 'Clubhouse'** (which includes the parking lot and grounds adjacent to the clubhouse) for the period

beginning \_\_\_\_\_ and ending \_\_\_\_\_

Rental rate for above described period to be \$ \_\_\_\_\_.

A damage deposit is required in the amount of \$ \_\_\_\_\_.

NOW, THEREFORE, It is hereby agreed:

1. **OCCUPANCY USE:** The Clubhouse shall be occupied by the Lessee for the purpose of a private function only, as approved by the rental chairperson for the Lessor. The Lessee, (age 21 or older) must be present at all times during the event and is responsible for all activities that occur during the event. The Clubhouse is not to be used for business and/or commercial purposes (i.e. no gift shows, sample sales, etc.). Exceptions must be sponsored by Lake Desire Community Club and have prior approval from the Board of Directors. Lessee's use of the Clubhouse shall be subject to the rules and conditions attached hereto.
2. **ALCOHOL/DRUGS/FIREWORKS:** Lessee must obtain a Banquet Permit from the Washington State Liquor Control Board prior to the event ([www.liq.wa.gov/licensing/banquet-permits](http://www.liq.wa.gov/licensing/banquet-permits)) if applicable for alcohol to be served. Alcohol may only be consumed by Lessee and guests who are of the legal drinking age under applicable city, county, and state laws. By allowing the private consumption of alcoholic beverages under this agreement, the Lake Desire Community Club expressly disclaims any and all liability in any form, implied or otherwise, that may arise as a result of said consumption. The selling of alcohol is strictly prohibited. The use or selling of drugs is strictly prohibited. Fireworks are prohibited.
3. **ASSIGNMENT OR SUBLETTING:** The Lessee further covenants that he/she will not assign, sublet or transfer his/her rights under this Agreement without the Lessor's consent endorsed in writing hereon; also that the written consent hereon to one assignment or transfer of this Agreement shall not be considered as a waiver of this covenant by the Lessor to any subsequent assignment, transfer or subletting, nor shall such written assent to any assignment or transfer, release said Lessee from liability hereunder.
4. **DAMAGE DEPOSIT:** Lessee will pay in advance, a damage deposit of **\$250** to be held by Lessor as security for the faithful performance of the terms of this Agreement. The entire damage deposit will be returned to Lessee if Clubhouse is left clean, undamaged, and inventory of club items are complete. Any charges incurred by Lessor for cleaning or replacement of missing or damaged items will be deducted from said damage deposit. The balance, if any, of this deposit shall be refunded to the Lessee within 15 days after Lessee's term of rental. The Lessor reserves the right to deny future rentals or terminate existing recurring Agreements to any Lessee who does not comply with this Agreement, and attached rules and conditions.
5. **ADDITIONAL CHARGES:**
  - (a) Lessee shall pay an additional charge of \$40.00 for any returned unpaid check. Returned checks are subject to electronic redeposit without further notice. You are entering into a contractual agreement that obligates you and holds you responsible for any and all penalties, costs and incidental damages allowable under law, but not limited to: return check charges, state surcharges, interest, collection costs, legal expenses and attorney fees.

Expenses may be debited either electronically or by way of paper draft from your checking account. We work with Global Check Recovery, 1-866-524-3339.

(b) Any charge for rent, cleaning, repairs or any other damages sustained by the Lessor under the terms of this Agreement, that are not covered by the "Damage Deposit" and that are not paid within 14 days after vacating premises, shall earn interest thereafter at the rate of 12% per annum. Lessee agrees to be responsible for any legal fees that Lessor incurs in association with attempting to collect outstanding funds.

- 6. **LIABILITY:** To the fullest extent permitted by law, Lessee, its successors and assigns, shall indemnify, defend (by counsel reasonably acceptable to Lessor) and hold harmless Lessor and its officers, directors, agents, Members and volunteers from and against any and all claims, damages, losses and expenses, howsoever caused by reason of any injury or death (whether to body, property, or personal or business character or reputation) sustained by any person or to any person or to property by reason of any act, neglect, default, or omission of it or any of Lessee's agents, employees, or other representatives in connection with Lessee's rental of the premises as described in this Agreement. Lessor shall not be liable for any loss of property by fire, theft, or burglary nor for any accidental damage to person or property in or about the same premises, including but not limited to damage caused by use of the fire pit, that are in any way associated with Lessee's rental of the Clubhouse.
- 7. **GENERAL:** Violation by Lessee of any applicable ordinance or statute shall be deemed sufficient cause for termination of this Agreement. Lessee's representations made in the rental application shall be considered inducements to Lessor to execute this Agreement. Misrepresentations in the application shall be considered as cause to terminate this Agreement. Waiver by the Lessor of any breach of any term or condition of this Agreement shall not constitute a waiver of any subsequent breach. The invalidity of partial invalidity of any provision of this Agreement shall not render the remainder of the Agreement invalid or unenforceable.
- 8. **ATTORNEY'S FEE:** In the event that it becomes necessary to retain an attorney to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court cost required to do so.
- 9. **AUTHORITY:** If this Agreement is not signed by all the Lessees named herein, the one signing warrants that he or she has the authority to sign for the other.

It is understood and agreed the terms Lessor and Lessee shall include the executors, administrator, successor, heirs and assigns of the parties hereto, and the term Lessor shall include managers, janitors, maintenance and repairpersons, and other agents for Lessor.

Lessor \_\_\_\_\_ Lessee \_\_\_\_\_  
LDCC Rental Chairperson Renter

Lessee acknowledges:

(a) That he/she has read this agreement and he/she has not relied upon any oral provisions or warranties made by the Lessor.

Date \_\_\_\_\_ Renter's Name Printed \_\_\_\_\_

Phone \_\_\_\_\_ E-Mail Address \_\_\_\_\_

Cell Phone \_\_\_\_\_ Address \_\_\_\_\_

**Key is in Lock Box at Clubhouse. Make All Payments to 'Lake Desire Community Club' or 'LDCC'**

**Mail All Documents/Payments To:**  
Heather Smith, [Heather@smith.net](mailto:Heather@smith.net)  
17421 W Lk Desire Dr SE  
Renton, WA 98058  
Home 425-917-9533  
**Cell 425-306-3291**

**Lake Desire Community Clubhouse (For invites)**  
18118 172nd Ave SE  
Renton, WA 98058  
**Backup Rental Chairperson**  
Heather Stafford, 425-917-0336, cell 206-498-1308

# Lake Desire Community Club

## Rules/Cleaning Checklist

Thanks for your cooperation in keeping the facility in good condition and respecting our neighbors.

### Rules and Conditions

- No parking on the grass
- **No glitter, confetti, poppers, silly string, or paint**
- No smoking, candles or fireworks in or outside of the clubhouse
- No tacks or tape on the cabinets
- Use tacks, not tape, to decorate the walls/ceiling
- No frying or cooking with strong odors (warming only)
- No loud noise after 10 PM Fri-Sat nights or 9 PM Sun-Thurs nights
- No rentals after midnight
- No calls after 9 PM
- Do not pour solids or grease down the sinks as we have no garbage disposal.

### Cleanup Checklist

- Remove all decorations both inside and outside - \$50
- Wipe down tables and put them away - \$40
- Put chairs away stacked as shown in photo - \$40
- Wipe down bathrooms - \$10
- Wipe down kitchen, appliances, clean any dishes used, take food home - \$10
- Sweep and mop all floors, vacuum rugs in clubhouse and on porch - \$50
- Sweep the porch - \$20
- Lower thermostat to 50 degrees - \$50
- Clean grounds and take balloons down - \$50
- Haul away all kitchen, bathroom, and outdoor trash and replace trash bags - \$40
- Campfire must be fully put out and area left clean - \$50
- Turn off the lights - \$10
- Lock the doors - \$100
- Return the key to lockbox - \$250
- Damage or plugged up sinks - \$250
- Text 425-306-3291 when done so we can complete the post-rental inspection at later time

**IMPORTANT:** Any violation of the Rules and Conditions or failure to clean up the clubhouse and grounds may result in the forfeit of deposit.

## Rental Rates

- **Clubhouse Rental** – The Clubhouse features a full kitchen, 6 tables and chairs to seat up to 40 people (max 60), and restrooms. The rate to rent the Clubhouse is **\$40** per hour F-Sun (and Holidays). **\$25** per hour M-Th, \$350 discount for full day up to 12 hours. (Multiple rentals can be negotiated.) Deposit of \$250 required for all rentals.
- **Lake Desire Community Club Members** can rent the Clubhouse for only \$50 for 3 hours, \$75 for 6 hours or \$100 for 12 hours. Membership is \$20 per year, and open to those residents only in the immediate Lake Desire area.
- **Non-Profit Discount** – If Lessee is involved in a non-profit group, leaders may utilize the Clubhouse for \$20 per booking for meetings (up to 3 hours) to offset utilities. Must haul trash and clean floors after each use. Parties/events/fundraisers are charged the regular rental rates.
- **Service Club Discount** - If Lessee is involved with scouting (or other service clubs), leaders may utilize the Clubhouse for \$10 per booking for meetings (up to 3 hours) to offset utilities. Must participate in one Lake Desire service project per year. Must haul trash and clean floors after each use. Parties/events/fundraisers are charged the regular rental rates.
- **Community Meetings** – The Clubhouse is free for a Member's use for any community meetings subject to availability. The majority of attendees must be Lake Desire residents.

*Said funds for above rental and damage deposit are to be delivered to Lake Desire Rental Chairperson in advance of said rental.*