**LAKE DESIRE COMMUNITY CLUB RENTAL AGREEMENT**

THIS RENTAL AGREEMENT (“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, firepit and grounds adjacent to the clubhouse) for the following period:

**Rental Date: \_\_\_\_\_\_\_\_\_\_\_\_\_ Start Time: \_\_\_\_\_\_\_\_ End Time\*: \_\_\_\_\_\_\_\_**

**RENTAL END TIME REQUIREMENTS**

* **For rentals on Fridays and Saturdays:** **Lessee agrees that it will complete the Cleaning Items and be off of the Premises no later than 10:05pm.**
* **For rentals on Sundays, Mondays, Tuesdays, Wednesdays, and Thursdays: Lessee agrees that it will complete the Cleaning Items and be off of the Premises no later than 9:05pm.**

**\_\_\_\_\_\_\_**

**Initials:\_\_\_\_**

**FEES:**

* **Rental rate for above-described period is $\_\_\_\_\_\_\_\_\_\_.**
* **A non-refundable Sanitizing Fee is required in the amount of $50.**

**TOTAL: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

* **A security deposit is required in the amount of** **$250**.

**Make All Documents/Payments To: Lake Desire Community Clubhouse (For invites)**

Pay: Zelle using lkdesireclub@gmail.com 18118 172nd Ave SE Pay: PayPal - @lakedesire (Extra PayPal Fees) Renton, WA 98058 Paperwork: Email epjblue@live.com

**Ebony Blue Cell** 206-468-6888 **Backup Rental Chairperson**

Heather Smith, 425-306-3291, heather@smith.net

**IMPORTANT - PLEASE READ**

**The Lessor reserves the right, at its sole discretion, to withhold all or a portion of the Security**

**Deposit and/or to deny future rentals or terminate existing recurring Agreements to any Lessee who does not comply with all of the Rental End Time Requirements listed above and/or the Prohibited Activities and Cleaning Checklist items stated in Sections 9 and 10 of this Rental Agreement.**

**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 Prohibited Activities and Cleaning Checklist in Sections 8 and 9 of this Lease. **The key is in Lock Box at the Clubhouse.**

1. **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.
2. **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.
3. **SECURITY DEPOSIT**: Lessee will pay in advance, a security deposit of **$250** to be held by Lessor as security for the faithful performance of the terms of this Agreement. The entire security deposit will be returned to Lessee if the Lessee abides by all of the Club’s Prohibited Activities and Cleaning Checklist items as set forth in this Agreement. Any charges incurred by Lessor for cleaning or replacement of missing or damaged items will be deducted from said security deposit. The balance, if any, of this deposit shall be refunded to the Lessee within 15 days after Lessees’ date of rental. The Lessor reserves the right, in its sole discretion, to withhold all or a portion of the security deposit, deny future rentals or terminate existing recurring Agreements to any Lessee who does not comply with the terms of this Agreement.
4. **ADDITIONAL CHARGES:**
	1. 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.
	2. 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 “Security Deposit” and that are not paid within 14 days after vacating the 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.
5. **LIABILITY**: To the fullest extent permitted by law, Lessee, its successors and assigns, shall indemnify, defend 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. Lessee’s indemnity obligation under this section includes, but is not limited to the following:
6. any liability sustained Lessor as a result of Lessee’s violation of any terms of this Lease, including Section 2, **ALCOHOL/DRUGS/FIREWORKS** andSections 8 and 9;
7. any loss of property by fire, theft, or burglary; and
8. 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.
9. **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.
10. **PROHIBITED ACTIVITIES**: The following activities are prohibited on the premises:
11. Amplified sound, including yelling, that is plainly audible 50 feet from the source on the premises after 9pm on weeknights (M, T, W, Th and Sun) and 10pm on weekends (Fri, Sat). **Initials \_\_\_\_\_\_\_\_\_**
12. Use of alcohol except as approved by permit.
13. Smoking, including marijuana and the use of electronic smoking devices.
14. Use or selling of drugs.
15. Discharge of firearms and fireworks.
16. Littering
17. Parking on the grass

# Use of candles, glitter, confetti, poppers, silly string, paint and tacks or tape on the cabinets

1. Frying or cooking with strong odors (warming only)
2. Pouring solids or grease down the sinks as we have no garbage disposal.
3. Putting anything else in the table storage area other than tables.
4. **CLEANING CHECKLIST**: Lessee agrees to complete all items on the cleaning checklist below. Failure to fully complete any of the items will result in an offset of the deposit for the amount listed for each item not completed.
5. Remove all decorations both inside and outside - $50
6. Wipe down tables and put them away in counter cabinet - $40
7. Put chairs away stacked as shown in photo - $40
8. Wipe down bathrooms - $10
9. Wipe down kitchen, appliances, clean any dishes used, take food home – $50
10. Sweep and mop all floors, vacuum rugs in clubhouse and outside on porch - $50
11. Sweep the porch - $20
12. Lower thermostat to 61 degrees - $50
13. Clean grounds and take balloons down - $50
14. Haul away all kitchen, bathroom, and outdoor trash and replace trash bags (Do not put trash in local neighborhood receptacles) - $40
15. Campfire must be fully put out and areas left clean area left clean -$50
16. Turn off the lights - $10
17. Lock the doors - $100
18. Return the key to lockbox - $250
19. Return temperature remote to holder Put on cool 80 degrees - $250
20. Damaged or plugged up sinks - $250

**Text 206-468-6888 when done so we can complete the post-rental inspection at later time**

# 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 **$50** per hour F-Sun (and Holidays). **$30** 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

$30 per booking for meetings (up to 3 hours) to offset utilities including Wi-Fi. 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 including Wi-Fi. 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.
* **Parking Lot**– Members can rent the parking lot or the fire ring for $50 if the clubhouse is not rented up to a week before their event. Contact Rental Coordinator for details.

*Said funds for above rental and damage deposit are to be paid in advance of said rental.*

**SIGNATURES**:

Lessee warrants that 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 others.

**Lessee’s Name Printed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Lessor’s Name Printed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Lessee’s Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Lessor’s Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Cell Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**