

Lake Limerick Country Club
790 E. St. Andrews Drive
Shelton, WA 98584
Ph: 360-426-3581, FAX: 360-426-8922
E-Mail : lakelim@hctc.com
Web Site: lakelimerick.com

Lake Limerick Country Club Great Hall Rental Application And Agreement

First & Last Name

Name of Organization (if applicable)

Description of Event (Wedding, Retirement Party, Reunion)

Contact Phone Number/s

Mailing Address

_____ Set Up _____ Take Down _____
Date Facility is needed

Number of people expected: _____ (MAXIMUM: 175)

Event Coordinator: _____ Phone# _____

Catering: _____ Phone# _____

DJ/Music: _____ Phone# _____

NOTE: ALL MUSIC MUST CEASE BEFORE MIDNIGHT.

Flowers being delivered by: _____ Phone# _____

Will alcohol be served (**Circle all that apply**) Beer Liquor Wine Champagne

Please list below any special needs, concerns or requirements to make your event a success!

Office Use Only

CALENDAR ENTRY BY: _____

RESERVATION AND
DAMAGE DEPOSIT

\$ _____

CHECK# _____

DATE RCVD: _____

SECURITY FEE PAID

\$ _____ DATE: _____

RCVD BY: _____

DEPOSIT RETURNED

AMOUNT \$ _____

DATE: _____

BY: _____

OTHER: _____

Lake Limerick Country Club

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

LLCC and the TENANT collectively may be referred to as the "Parties".

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 binding unless executed in writing by all of the parties. No waiver of the provisions 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 known as the Lake Limerick Country Club Great Hall, street level entry only (hereinafter the "Premises"). The "Premises" DOES NOT INCLUDE THE: downstairs restaurant, surrounding grounds and park areas, patios, bridge, Island, beach area, play ground equipment, tennis courts. These areas belong to the Home Owners Association of Lake Limerick Country Club and are NOT available for your event guests.

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". 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:

_____ A.M. / P.M. on _____, (Month) _____, Date: _____
(1:00 PM) (Saturday) (June) (12th)

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

5. RESERVATION AND DAMAGE DEPOSIT

TO HOLD AND CONFIRM YOUR RESERVATION DATE: A Reservation and Damage deposit of **\$350.00** is due and payable upon execution of this Agreement. Damage Fees may apply after the event, and shall be taken out of this deposit. 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 deducted from the Deposit. The balance will be returned to Tenant within 7 business days after the event has ended. (Holidays not counted as Business Days). In the event that damages exceed the \$350.00 deposit, TENANT agrees all fees over that amount shall be paid to LLCC by the Tenant within 30 days after such notice is received from LLCC.

6. PARKING

TENANT'S use of the Premises shall include the parking lot in front of the premises. LLCC shall not be responsible for damage or theft of property of TENANT or TENANT'S guests whether parked in the designated parking area for the Great Hall or any adjacent public or private parking areas.

7. HOLD HARMLESS

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

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8. ALCOHOLIC BEVERAGES, MANDATORY BARTENDER

If alcoholic beverages are to be served it must be so noted on page one (Will Alcohol be served?) of this Agreement. Washington State Liquor Control Board regulations require that all alcoholic beverages be served by a bartender. The LLCC Bartender is available for a \$100.00 set up fee for the Bar. The \$100.00 fee includes our Bartender for 4 hours. An additional fee of \$25.00 per hour will be added for the bar to remain open after 4 hours. All alcoholic beverages must be purchased from LLCC (Except wine or Champaign). ALL ALCOHOLIC BEVERAGES MUST BE CONSUMED ON THE PREMISES. Alcoholic beverages are NOT PERMITTED OUTSIDE THE PREMISES (Building). Tenant shall indemnify and hold harmless LLCC from any and all liability if TENANT or any of TENANT'S guests or members brings alcoholic beverages to the event without LLCC's knowledge. The TENANT 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 Tenants rental thereof.

9. SECURITY

All weddings serving alcoholic beverages SHALL be required to hire a Security Guard for the term of the rental. This shall be arranged for thru LLCC and paid for by TENANT.

10. CANCELLATION

Tenant may cancel the scheduled event by notifying LLCC by phone, fax or in person. In the event of a cancellation tenant automatically forfeits deposits as follows:

- a. Less than 60 days prior to the scheduled event, Forfeit \$350.00
- b. More than 60 days prior to the scheduled event, Forfeit \$100.00
- c. The balance of the Reservation and Damage Deposit, together with any other fees deposited, shall be returned to Tenant by LLCC VIA U.S. Mail within 7 working days after cancellation. (Holidays not included as working days) LLCC is not responsible for U S Mail delays.
- d. LLCC may require TENANT to relinquish the premises on demand in the event of a disaster or damage from fire or other emergency as determined by LLCC. In such instances LLCC may notify TENANT either verbally or in writing. All monies paid including the Reservation and Damage Deposit shall be returned to TENANT in full within 7 working days of said notification. (Holidays not included as working days) The return of the TENANT'S Reservation and 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.
- e. If the Police Department receives complaints about noise from music, or general rowdiness in and around the "Premises", they may exercise their professional judgment and either give the TENANT a warning, or have the music turned off, or request that the event be closed and the premises vacated. There will be no refunds or partial refunds if the event is terminated in this manner. NO EXCEPTIONS.

11. NOTICES

All notices required by this Rental Agreement to be given to either party may be given personally or by depositing the same in the United States 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 (3) days after the mailing date.

Tenant may notify LLCC at:

Lake Limerick Country Club
790 E. St. Andrews Drive
Shelton, WA 98584

LLCC may contact Tenant at:

See page one for TENANT mailing address.

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12. ASSIGNMENT

TENANT'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 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.

13. ATTORNEY'S FEES

The remedies provided herein are cumulative and may be enforced separately or concurrently. If any action is brought to enforce the obligations or rights of the parties under this Agreement, the prevailing party in the action will be entitled to all costs and expenses, including attorney's fees and all other documented fees incurred in the action.

14. ACKNOWLEDGMENT

Both parties acknowledge, with their signatures below, receipt of a signed copy of this agreement. TENANT acknowledges that they have read and understand this Rental Agreement & 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

Print Name: _____

Print Name: _____