

Dugualla Community, Inc. (DCI)
P.O. Box 1368
Oak Harbor WA 98277

CLUBHOUSE RENTAL AGREEMENT

1. PARTIES:

The parties to this rental agreement are:

DCI Representative (REP): _____

Phone Number: _____ Email: _____

Renter: _____

Phone Number: _____ Email: _____

Under no circumstances shall the Renter assign or sublet his/her interest in this agreement.

2. PROPERTY:

The REP rents the DCI Clubhouse and associated grounds to the Renter.

3. TERM:

This rental agreement is for a term of [] day(s) beginning at _____ AM/PM on _____ (date) and ending at _____ AM/PM on _____ (date).

4. RENT:

The rental shall be \$ _____ due and payable at the time the facility is reserved.

Seventy-five percent (75%) of the rental amount shall be refunded if the Renter cancels the reservation in writing at least seven (7) working days ahead of the start of the rental term. No other cancellation refunds will be made.

If any rent checks are returned due to Non-Sufficient Funds the Renter must pay an additional 35% and all future payments must be made by money-order or certified check.

NO WAIVER: Acceptance of payment of rent does not constitute waiver of any non-complying condition.

5. DEPOST:

The security deposit/damage deposit is \$250.

[] REP acknowledges receipt of a deposit in the amount of \$ _____

[] The deposit will be paid in full by _____

REP _____

Renter _____

This deposit is refundable. Deposit funds shall be used at REP's discretion to repair damages caused by Renter or associated parties, and to pay for such other costs as necessary upon the termination of the agreement. Retention of the deposit does not limit the REP's right to pursue other remedies. Renter shall reimburse DCI for any damages incurred because of Renter's failure to comply with the terms of this agreement.

6. RENTER'S DUTY TO MAINTAIN PREMISES:

Renter agrees to keep the premises as clean as the conditions of the premises permit and to comply with all duties imposed on renters by state and local law and this agreement.

Renter shall be liable for any damage to the premises caused by Renter's acts or neglect other than normal wear and tear. Renter shall also be liable for any damage to the premises or common areas that the Renter permits to be caused by a family member, invitee, licensee or any person acting under Renter's control.

7. USE OF PROPERTY:

The Renter agrees to and understands that:

- a. Beer kegs, ice or liquid containers shall not be placed on the wood floor, but that plastic shall be placed under kegs and metal-rimmed tubs to protect the floor and carpet, or to place kegs and metal-rimmed tubes on a table or the counter.
- b. Nails, tacks, staples, etc. shall not be used on any surface and that only masking tape shall be used to secure decorations.
- c. DCI property shall not be removed from the clubhouse, including but not limited to tables, chairs, coffee makers, cleaning supplies, garbage cans.
- d. The fireplace shall not be used at any time.
- e. Smoking is not allowed inside the clubhouse.
- f. Food or drink shall not be taken to or consumed on the beach.
- g. Use of the clubhouse for commercial purposes is not permitted.
- h. Excessive noise shall not be allowed.
- i. The Renter is responsible to clean the floors, kitchen, restrooms, tables, chairs, and surrounding grounds.
- j. Renter provided garbage bags shall be used in all garbage cans.
- k. Renter shall remove all generated garbage/trash from the premises.
- l. Renter shall be given a key to the clubhouse on or before their rental day(s).
- m. Renter shall have access to the clubhouse on their rental day not later than 8:00 AM and shall complete all activities by 10 PM on weekdays and 11 PM on weekends.
- n. Renter shall turn off all lights and heat at the end of Renter's occupancy.
- o. Renter shall lock all clubhouse entrance/exit doors and windows when finished using the clubhouse.

REP _____

Renter _____

- p. Renter shall return the key to the REP personally within 24 hours of their rental completion or by leaving it on the kitchen counter when exiting the clubhouse on completion of rental responsibilities.
- q. Renter shall provide all non-cleaning materials (such as cups, plates, knives, forks, spoons, napkins, 30 gallon garbage bags, etc.) used by the renter.
- r. Renter shall remove all material they own when finished using the clubhouse.
- s. Pets, except for service animals, shall not be in the clubhouse without prior written approval by the REP.

8. VACATING THE PREMISES:

When the Renter vacates the premises, the Renter shall remove all personal property belonging to them and leave the premises in the same condition as the Renter found except for normal wear and tear.

9. JURISDICTION AND VENUE:

Jurisdiction and venue shall be with the Courts of Island County. The prevailing party shall be awarded attorney's fees in addition to other damages decided by the court of action.

10. TERMINATION OF RENTAL AGREEMENT:

Renter may terminate this rental agreement by giving REP written notice at least 7 days prior to the start of clubhouse usage.

11. SIGNATURES:

REP _____

Date _____

Renter(s) _____

Date _____