

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. **DEPOSIT:**

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. Renter shall be given a key to the clubhouse on or before their rental day(s). And code to gate.
- B. Renter shall have access to the clubhouse on their rental day no earlier than 8:00 AM and shall complete all activities by 10 PM on weekdays and 11PM on weekends.
- C. 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.
- D. Nails, tacks, staples, etc. shall not be used on any surface and that only masking tape/ painters tape shall be used to secure decorations.
- E. DCI property shall not be removed from the clubhouse, including but not limited to tables, chairs, coffee makers, cleaning supplies, garbage cans.
- F. The fireplace shall not be used at any time.
- G. Pets, except for service animals, shall not be in the clubhouse without prior written approval by the REP.

- H. Smoking is not allowed inside the clubhouse.
- I. Food or drink shall not be taken to or consumed on the beach.
- J. Use of the clubhouse for commercial purposes is not permitted.
- K. Excessive noise shall not be allowed.
- L. Renter shall provide all non-cleaning materials (such as cups, plates, knives, forks, spoons, napkins, 30 gallon garbage bags, etc.) used by the renter.
- M. Renter provided garbage bags shall be used in all garbage cans.
- N. Renter shall remove all generated garbage/trash from the premises.
- O. Renter is responsible for following the checklist posted by door (removing all garbage/ trash. clean the floors, kitchen, restrooms, tables, chairs and surrounding grounds. Extinguish BBQ pit. Turning off all lights and heat, locking all clubhouse entrance/exit doors windows, entry cable. Return key)
- P. Renter shall remove all material they own when finished using the clubhouse.
- Q. Renter shall return the key to the lockbox.

REP _____

Renter _____

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.

SIGNATURES:

REP _____ Date _____

Renter(s) _____ Date _____