



Benevolent and Protective Order of Elks Lodge #1753

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FACILITY RENTAL AGREEMENT

This agreement made and entered into this _____ day of _____, 20____ by and between Colville Elks Lodge #1753, later referred to as "The Elks" and: Name of Event/Organization: _____, later referred to as "Tenant".

The terms and conditions set forth within this agreement: The Elks grant the Tenant a non-assignable right to use and occupy those portions of the Elks Lodge #1753 referred to as the "Space" and further identified on the attached "Event Details" page, to conduct and operate such activity as described and no other.

The Elks shall:

-Permit the Tenant access to occupy the Space up to one (1) day preceding such activity to prepare for occupancy and up to one (1) day thereafter to restore the Space to its original state ***if the space is not scheduled by another party.*** The move in and move out times are to be specified on attached "Event Details" page. Any additional time necessary will be charged according to the fee schedule in the "Fees and Deposits" section of this agreement.

-Use reasonable safeguards against fire, theft and accidents, but does not assume any liability for damages to goods or property of the Tenant from fire, theft, water or storm, or any other cause. Nor do The Elks assume any liability for accidents to persons or property caused under or by virtue of the operation of the Tenant under this agreement.

-Provide the Tenant with garbage bags and cleaning supplies necessary to restore the Space to its original condition as it was prior to the event.

The Tenant shall:

-Pay a non-refundable booking fee equal to 25% of the Space rental fee to secure the date of the event on the calendar within one (1) week of booking the event. The 25% is then applied to the total rental cost. INITIALS: _____

-Pay the remaining Space fee as calculated in the attached "Fees and Deposits" section ***at least 30 days*** prior to occupying the building. If final payment is not made, the booking fee will be forfeited, and the date will be available to other potential Tenants. INITIALS: _____

- Will pay any and all bank fees related to any non-sufficient fund checks returned to The Elks. INITIALS: _____

-Accepts full responsibility and liability for the actions of all people employed by the Tenant or attending the event that occurs on The Elks property. The Tenant will be responsible for security during the event. INITIALS: _____

-Will not permanently alter or destroy any part of the premises. The Tenant will not use nails, hooks, tacks, staples, screws or tape other than scotch, masking and duct tape in any part of the building. No confetti of any sort is to be used in decorating. The Tenant shall be responsible for any labor and material costs incurred restoring damaged property to its original condition before the Tenant's event. The Tenant will not remove The Elks Star or any other Emblems, pictures or equipment. INITIALS: _____

-Keep all activities and advertising material within the Space rented and shall place no advertising on the outside of the building. INITIALS: _____

-Purchase **ALL** alcohol from The Elks. Indemnify and hold harmless The Elks, its officers, agents and employees from and against any and all suits, claims, actions, losses, costs, penalties and damages of any kind or nature, including attorney's fees arising out of, in connection with or incidental to the activities of the Tenant, except that caused by the sole negligence of The Elks. The Tenant further agrees to provide The Elks with a certificate of insurance for both liquor and general liability (two separate coverages) naming The Colville Elks Lodge #1753 as an additional insured and showing \$1 million in liquor liability and \$1 million in general liability at least seven (7) days prior to the event date if alcohol is to be served at the event. Such coverage and certification must be issued without disclaimers or any limitations or the event will be cancelled. INITIALS: _____

-Shall provide their own ice. Use of the small refrigerator, chest freezer or ice machine in the kitchen is not included in the kitchen rental. INITIALS: _____

-Keep **ALL** alcoholic beverages within the parameters of the rented space. Alcoholic beverages from the event are not allowed downstairs, into the Elks lounge, into the parking lot or onto the golf course. Any alcoholic beverages purchased by a member or guest in the Elks lounge must remain in the lounge. Please note The Elks will NOT close the bar to their members and guests due to your rental under any circumstances. The same goes for the wood deck attached to the bar. The bar and deck are a private club and are not for rent. INITIALS: _____

-Pay a \$200.00 damage/cleaning deposit at the time of initial walk through. The Tenant shall meet with an Elks representative at the time of move in to go through the condition checklist, location of cleaning supplies, operation of heating/air conditioning and lights, etcetera. The Tenant and the Elks representative will also go through the condition checklist at the conclusion of the event. All cleaning supplies, garbage bags, broom, mop and vacuum are supplied for you by The Elks. If you cannot find a cleaning product or tool, please ask an Elks employee. All garbage from the event is to be taken to the dumpster at the conclusion of the event by the Tenant and is to be hauled around the **outside** of, rather than through the building. No garbage is to be carried over to the next day under any circumstances. Cleaning must be completed, and keys returned by the move out time. **If a caterer is used, the Tenant is the party responsible for clean-up.** Damage deposits will not be returned if the Space rented is not returned to its original condition that was initialed by The Elks and the Tenant as referred to in the condition checklist. Hall floor must be vacuumed, swept and mopped in order to receive the entire deposit after your event. Should the renter choose not to clean up at all there will be a fee of \$500.00 for the Colville Elks Lodge #1753 to clean up the event. Any damage to the Colville Elks Lodge #1753 property in excess of the deposit will be billed to the Tenant. Also, any keys must be returned before the damage deposit is returned. INITIALS: _____

-A rental through The Elks does not include any part of the Dominion Meadows Golf Course and any damages made to the golf course by the Tenant or the Tenant's guests is the responsibility of the Tenant to pay for the cost of any repairs. It is under no circumstances for the Tenant to allow children attending your event to play on the golf course. This includes the putting green, the sand traps and the lawn next to the patio and deck. It can be VERY dangerous. The golf course is not Elks property and is therefore off limits completely. To rent the golf course in connection with an approved golf course function, please contact the Pro Shop at (509) 684-5508. INITIALS: _____

ELKS LODGE HALL/KITCHEN CONDITION

The condition list below for the Hall and kitchen is to be initialed by the Tenant and The Elks representative prior to the event and at the conclusion of the event. Any comments should be noted. Then, both parties should sign the agreement. The Tenant's failure to restore the premises to the same condition as prior to the event will result in partial or full loss of the damage deposit and possible additional charges.

Prior to Event	<u>HALL</u>	Conclusion
_____	_____ Tables wiped down and stored in NW corner no tables outside	_____
_____	_____ Chairs cleaned and stacked 10 high in NW corner	_____
_____	_____ Speed bar cleaned and stored in NW corner	_____
_____	_____ Carpet floor in Hall has been vacuumed	_____
_____	_____ Wood dance floor in Hall has been swept and mopped	_____
_____	_____ Hall floor has been vacuumed, swept and mopped	_____
_____	_____ Garbage emptied with new liners and moved to covered patio area	_____
N/A	_____ Decoration and all evidence of removed in the Space	_____

Prior to Event	<u>KITCHEN</u>	Conclusion
_____	_____ Garbage emptied with new liners and moved to covered patio area	_____
_____	_____ All Elks dishes washed, nothing in the sink, clean sink	_____
_____	_____ Counters and stovetops wiped down	_____
_____	_____ Floors swept and mopped	_____

COMMENTS: _____

Tenant Signature Prior to Event: _____ Date: _____
 Elks Representative Prior to Event: _____ Date: _____
 Tenant Signature Conclusion of Event: _____ Date: _____
 Elks Representative Conclusion of Event: _____ Date: _____