

3. PAYMENT

Damage Deposit

A \$400 Performance and Damage Security Deposit will be paid by check to VFW Post 5760 at the time the Rental Agreement is submitted by the Patron. Upon conclusion of the rental, a Post rental inspection (PRI) will be conducted by a VFW representative, and if no damage has occurred, and all other agreed to VFW Rental Standards have been met, the Security Deposit will be refunded, less a \$35 Management and Maintenance Fee. *Deposit refund will be sent to the address written on the Rental Agreement*. If damage has occurred, or rental standards not met, Patrons will be charged on a fair-cost basis for repairs or other work that must be accomplished to return the rental site to its original condition. Such costs will be deducted from the Damage Deposit up to the entire amount of the Damage Deposit. If the Deposit Refund check needs to be reissued at the request of the renter, the renter will be charged the check cancellation fee.

3.1 Rental Fees

The entire rental fee must be paid by check to VFW Post 5760 at the time PATRON receives a key to the VFW for their rental. If payment is not received from PATRON at this time, VFW reserves the right to cancel the rental agreement and refuse to allow PATRON use of the VFW for their event.

3.2 Changes to Rental Agreement

Any changes to the PATRON's rental event plans or requirements with regard to date(s) or time(s) or both, will require PATRON to request such changes in writing (email is acceptable) to the VFW. Changes to the existing contract may be made by attaching emails from the PATRON to the VFW and requesting the new date(s) or time(s) or both, with a return email from the VFW confirming the new date(s) or time(s) or both. Those emails will be attached to the original CONTRACT as an agreed addendum to the CONTRACT.

3.3 Cancellation of Rental Agreement

If PATRON wishes to cancel an executed CONTRACT, they must request cancellation in writing (Emails are acceptable) at least four weeks prior to their scheduled event date. The VFW may refuse any cancellation notice received by VFW within the four-week period prior to the rental date and the entire Damage Deposit withheld due to potential loss of income from saving the date contracted by PATRON for rental of the Keewaydin Clubhouse.

If a hardship arises within the required four week notice period that affects PATRON'S ability to perform as required by the CONTRACT, the PC, Rental Manager, or an authorized Officer of the VFW may, at their sole discretion, allow all, some, or none of the Security Deposit to be returned to PATRON.

4. AUTHORIZATION & REPRESENTATION

The VFW Post Commander (PC) is the authorizing official for all rental agreements. As such, he or she serves in the capacity of General Manager for the Keewaydin Clubhouse. The VFW PC must review, approve and sign all rental agreements in order for them to be *Enforceable*. Until Such time as the PC signs and approves the CONTRACT for use of the facility, VFW and PATRON recognize only an initial offer for rental services to the PATRON, pending approval.

The PC may choose to appoint a Rental Manager (RM) or another VFW Officer to sign CONTRACTS on behalf of the PC. A CONTRACT signed by a RM or another VFW Officer is binding as if the PC had signed it.

Upon approval, VFW recognizes the CONTRACT as *Executory* until such time as rental service performance has been provided. Should VFW recognize a procedural problem with the CONTRACT prior to *Execution* of such rental service, the VFW may deem the CONTRACT Unenforceable and subsequently Voidable.

5. PERFORMANCE (please read)

The VFW defines its rental service 'performance' under CONTRACT as the provision of the Keewaydin Clubhouse facilities, parking, grounds, gas, electric and water utilities, and refuse services. The VFW also defines specific rental 'amenities' as those including the use of kitchen equipment, audio/visual equipment, fireplace, lighting fixtures, water faucets, toilets and urinals. Although VFW strives to make each amenity fully operative during each rental event, the functional use of any such amenity listed or not listed above, cannot be guaranteed, and an inability to provide fully functional amenities, as described herein, does not constitute failure to perform under CONTRACT.

6. REFUSAL

VFW reserves the right to deny an offer or authorize any CONTRACT provision for rental services of the Keewaydin Clubhouse to any individual, group or organization with a history of previous rental problems, subscribing to beliefs at conflict the VFW principles or displaying indifference toward established VFW rental policies or standards herein. Under such circumstances, the VFW PC or authorized RM or alternative VFW Officer, may choose not to authorize an *Executable* CONTRACT.

7. IMPRACTICABILITY

The VFW recognizes that under certain unanticipated events or hardships experienced by either party to the CONTRACT, cause for excusal of performance on the part of the VFW from provision of the Keewaydin Clubhouse rental service may be warranted. Such conditions may include damage to the facility from severe weather or earthquake, flooding or any other natural cause making it impossible to use the VFW safely; unexpected death, serious injury to key persons essential to the coordination or fulfillment of the CONTRACT, or *Force Majeure* circumstances compelling excuse of all obligations of one or both parties under CONTRACT.

8. INSURANCE

The VFW is a nationally recognized non-profit Veterans Service Organization and as such, the Keewaydin Clubhouse is insured by the VFW Post Insurance Program written by Mutual of Enumclaw Insurance. The PATRON, although not required to do so, is encouraged to purchase additional event insurance coverage from private providers during CONTRACT use of the facility.

9. HOLD HARMLESS

With knowledge of the foregoing, PATRON hereby agrees TO SAVE, DEFEND AND HOLD HARMLESS VFW Officers, representatives, agents and / or employees from and against any and all claims arising from PATRON's use of the facility, or from any unlawful or negligent act by the PATRON or their representatives, agents, employees, guests, customers, vendors, or licensees. PATRON also understands and agrees that this indemnity is intended to include any and all costs of any litigation, including attorney fees, expenses and liabilities incurred in defense of any such claim or any action or proceeding brought thereon.

10. CONCURRENCE TO POLICIES

PATRON must read and agree to the following policies, each a pre- condition to entering into a CONTRACT with the VFW:

10.1 Exercise special care during Contractual use of the facility to prevent structural, fire, water or other such damages because the Keewaydin Clubhouse is a State and National Historic Landmark listed on the National Register of Historic Places.

10.2 Hang nothing on the walls; do not put any nails in the walls or tape on the walls. This includes the painted portion of the walls and the wood paneling. The VFW has provided screws located at 24 inch intervals around the perimeter of the clubhouse for renters use in decorating. The use of any new nails, screws, pins etc. will result in forfeiture of the ENTIRE damage deposit. No confetti.

10.3 Keep music, catering and guest activity noise to a reasonable volume during CONTRACT use of the facility out of respect for neighboring resident's right to peace, privacy and property.

10.4 Use no high flame, open candles or directed space heaters during CONTRACT use of facility. PATRON understands that the Keewaydin Clubhouse is a NON SMOKING FACILITY and that guests are required to smoke outside the building at a distance of at least 25 feet from the building. Cigarette and Cigar butts should be placed in appropriate receptacles provided by PATRON and not thrown on the tarmac parking area outside the building. Cans, plastic cups, napkins, food and other materials used by PATRON's guests should not be littered outside the building while smoking.

10.5 Obtain a Washington State Banquet Permit for LIQ 158-40-6/60 to serve alcohol to persons at least 21 years of age during CONTRACT use of facility. PATRON also understands that this permit may be obtained easily on line and must be displayed at the Keewaydin Clubhouse during the course of the CONTRACT use of the facility.

11. DISPUTE RESOLUTION

PATRON agrees as a pre condition for authorized rental of the Keewaydin Clubhouse to accept no-cost Alternative Dispute Resolution (ADR) services provided by King County as a means of resolving contractual or financial disputes that may arise during the course of CONTRACT use of the facility should the Patron and/or VFW representatives require such Should VFW and the PATRON be unable to reconcile either contractual or financial disputes themselves. PATRON agrees to accept as a pre- condition of CONTRACT use of the facility ADR services and decisions rendered by King County.

VFW STANDARDS FOR ALL PATRONS RENTING THE KEEWAYDIN CLUBHOUSE

SAFETY

All PATRONS will:

- Comply with Mercer Island Fire Code and VFW rental capacity of no more than 150 persons in the facility at any one time
- No extra seating is to be added outside to exceed maximum occupancy (ie: tents or tables and chairs)
- Leave all doorways clean to serve as fire exits
- Utilize the First Aid Kit in the kitchen for treatment of minor injuries or dial 911 in the event of a major medical or other emergency
- Use caution when using electrical outlets; attempts to modify, repair, improve or alter the facility electrical system or its components is unauthorized
- Use caution when using the gas fireplace and ensure that gas is turned off if used, before closing the facility

- Use caution when using the kitchen facility equipment and high capacity dishwasher. If electric booster heater is used, ensure it is turned off after use and before closing the facility
- Use caution when using ladders or stepping stools or other means of reaching above shoulder height. No such aids will be provided by the VFW
- Use caution with low flame candles by using glass votive candles only; open flame candles are not authorized
- Refrain from using anything but the screws provided to hang decorations on walls.
- No weapons, fireworks, flaring objects or domesticated animals or pets are allowed on VFW property during the rental period. Only service animals are authorized.
- Use only Ice Scoop provided for serving ice from the ice machine at the bar. No GLASS or bare hand contact with ice.

CLEANING

All PATRONS will:

- Ensure that the facility is clean and orderly after their event and before leaving the facility on the evening of their rental
- Dry mop the hardwood floors
- Vacuum carpets in the entry, bar and kitchen area,
- Return all chairs and tables to the storage area and arrange same in a neat and orderly manner; stack red chairs 6 high using rolling chairs as the bottom chair to transport the stack to the storage area. see photos inside closet doors as reference.
- Ensure that all counter tops in kitchen and bar are cleaned and wiped down.
- Ensure that all garbage is taken out and placed in the dumpster outside the back kitchen door; all boxes are to be broken down before being placed in the dumpster.
- Return cleaning equipment and supplies to the storage locker in the kitchen
- Ensure that food that is washed off plates is done in the sink where the dishwasher is located as there is a garbage disposal under that sink. No food is to be put into the 2 compartment sink in the kitchen.
- All dishes, bowls, serving and cooking equipment borrowed from the VFW Hall is washed and returned to its original cabinet.
- Ensure if guests have gone outside to smoke, that all cigar or cigarette butts have been picked up or swept up and that no garbage, cups, cans, bottles or food are in the parking area, stairs or in the landscaping of the facility.
- Bar area cleaned, items removed from fridges
- Ensure Carpet in bar area is clean and free from spilled food and stains.
- ANY DISCREPANCY WILL RESULT IN A DEDUCTION FROM THE DAMAGE DEPOSIT REFUND

CLOSING

All PATRONS will:

- Conclude all event activities by 12:00 a.m. ending the day stipulated in the rental agreement
- Ensure fireplace gas is turned off if fireplace is used
- Ensure booster heater in kitchen by dishwasher is turned off if used
- Ensure heater thermostat is turned down to 60 F
- Ensure that all windows are closed
- Ensure that all lights are turned off: light in entry is a 24/7 light and stays on
- Ensure ceiling fans remain on low
- Ensure Reserved Parking signs are returned to their storage location in the kitchen
- Ensure that the dumpster is locked and that key to the garbage dumpster is returned to the hook by the back kitchen door
- Ensure that the audio / visual equipment is properly turned off, if used, and remote control is returned to charging cradle
- Leave their VFW key in the mailbox outside the front of the VFW
- Ensure all doors are locked and properly closed when departing

ANY DISCREPANCY WILL RESULT IN A DEDUCTION FROM THE DAMAGE DEPOSIT REFUND

DECORATIONS

The VFW allows a modest, safe amount of decorations for use within its facility during rental events. PATRONS when decorating the VFW for their event must follow the following guidelines.

- DO NOT use tacks, nails, push pins, staples, adhesive hooks or high strength adhesive tape on any walls, ceiling or floor surfaces.
- NOTHING will be attached in any way to any of the main hall chandeliers or wall sconces, or from the ceiling beams.
- All balloons are to be taken down at the end of the event. Every balloon left at the hall will incur a deduction from the rental deposit refund.
- DO NOT hang any banners or signs, streamers, flags or banners anywhere on the exterior of the building, including roof gutters, handrails and window ledges.
- ANY DISCREPANCY WILL RESULT IN A DEDUCTION FROM THE DAMAGE DEPOSIT REFUND
- ***It is recommended that your decoration plans be discussed with the VFW Post Commander or Rental Manager before signing this Rental Agreement.***

RESTRICTIONS

The VFW will not allow any of the following actions during the rental events:

- Having music reaching levels so as it is reported to authorities by neighbors
- Movement of the Piano
- Movement of the United States Flag or VFW Flag without prior approval by the Post Commander or Rental Manager after PATRON has been instructed as to proper procedures to be followed in doing so.
- Leaving vehicles in the parking area over night.
- Movement of kitchen appliance such as refrigerators or chest freezer.
- Parking vehicles on adjacent private properties, in driveways or blocking right of access to the street.

ACTIONS THAT WILL CAUSE THE VFW TO RETAIN SECURITY DEPOSIT FUNDS

Here is a list of actions that will cause the VFW to retain some or all of the prepaid Security Deposit:

- Failure to secure the facility, leaving a door open or unlocked
- Failure to leave a key in the mailbox in front of the hall
- Damage to any part of the audio – visual equipment
- Damage to any windows or light fixtures
- Damage to any VFW furnishings such as chairs, tables, barstools, etc.
- Failure to turn the heater thermostat down to 60 F before leaving
- Failure to turn off the dishwasher booster heater
- Failure to use the dishwasher sink for cleaning all plates, cooking pots and pans that hold food... this is where the garbage disposal is located
- Failure to return the Reserved Parking Signs to their appropriate storage area in the kitchen
- Failure to break down boxes before depositing into the garbage dumpster
- Failure to take out all garbage and place it in the garbage dumpster
- Failure to leave the main floor properly swept, large spills cleaned up as best as you can
- Kitchen and Bar Area properly cleaned and wiped

By valid signature, the PATRON acknowledges and agrees to the Standards established by the VFW while the Contract is in effect:

PATRON valid signature

Date : Month / Day / Year

By valid signature of Post Commander or Rental Manager, the VFW offers PATRON rental services of the Keewaydin Clubhouse.

PC or RM valid signature

Date: Month / Day / Year

VFW Post 5760 does not recognize the rental agreement as a complete, enforceable contract without valid signatures from both parties.

VFW Post 5760 does not discriminate in offering prospective patrons rental services of the Keewaydin Clubhouse regardless of race, religion, gender, age or ethnicity.

VFW Post reserves the right to void this contract at anytime for reasons of illegal activity, public disturbance, unsafe or indecent acts, damaging or potentially dangerous actions, or circumstances conflicting with any of its policies or standards on the part of the patron, group or organization using the Keewaydin Clubhouse.