

# **LA CONNER CIVIC GARDEN CLUB RENTAL AGREEMENT**

**Town of La Conner**

**P.O. Box 400 La Conner, WA 98257 Phone: (360) 466-3125**

**Email: Adminclerk@townoflaconner.org**

The Civic Garden Club, located at 622 S. Second Street was built as a Grange Hall in 1875 and housed the first Federal Court north of Seattle, Whatcom County's district court, the first courthouse for Skagit County, as well as the first County seat. This historical building also served the community as a church and schoolhouse and is listed on the National Historic Register.

Day/Dates of Event: \_\_\_\_\_

Approximate Time In/Out (Include cleanup): \_\_\_\_\_

Description of Event: \_\_\_\_\_ # Attending: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Organization (If Applicable): \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Residence Address: \_\_\_\_\_

\*Please note that the refundable deposit check will be mailed to the above listed Contact Person or Organization & Mailing Address. \*\*Please see Resident Rate for more information:

## **FRIDAY – SUNDAY**

**Resident/Government Rate** \_\_\_\_\_ **\$150.00**

**Non-Resident** \_\_\_\_\_ **\$300.00**

## **MONDAY – THURSDAY ONLY**

**Resident/Government Rate** \_\_\_\_\_ **\$ 25.00**

**Non-Resident** \_\_\_\_\_ **\$125.00**

**\*Cleaning/Damage Deposit** \_\_\_\_\_ **\$250.00**

**\*Alcohol and/or Dancing Deposit** \_\_\_\_\_ **\$100.00**

*(requires a Security Checklist – see requirements on page 2)*

***\*Must be paid by cash or check only***

**TOTAL RENTAL FEES DUE:** \_\_\_\_\_ **DEPOSIT DUE:** \_\_\_\_\_

**TOTAL (FEES & DEPOSIT):** \_\_\_\_\_

### **Resident Rate:**

To qualify for the resident rate the person signing the rental agreement must show proof of residency within the La Conner School District boundaries. Businesses or organizations applying for the resident rate must show proof that their business is located within La Conner School District boundaries. **The renter qualifying for the Resident Rate must make all rental and deposit payments to receive this rate. The refundable deposit check must also be sent to them at their mailing address.**

### **Reservations:**

Reservations are made on a first come, first serve, written application basis only and can be made through Town Hall.

### **Rental Fees: *(must be paid by cash or check)***

Rental fees are quoted per day. The rental application and proof of residency within La Conner School District boundaries (*if applying for the resident rate*) must be submitted, and 50% of the rental fee paid within 48 hours, to bind and hold the event date. The remaining balance of the rental fee is due 60 days prior to the event. Rental fees are calculated per LCMC 3.60 and listed on the current rental agreement.

The signatory of the rental agreement (lessee) will be considered the responsible party in case of damage, theft or disturbances during the event. The town reserves the right to collect costs from the lessee for repairs and/or replacement, plus collection costs. Such charges will be deducted from the damage deposit. Damages exceeding the amount of the deposit are the lessee's responsibility.

### **Cleaning/Damage Deposits: *(must be paid by cash or check)***

Cleaning/Damage deposits are due 60 days prior to the scheduled event. Deposits (minus cleaning fees) will be returned around 30 days following your event on the condition the rented facility and/or equipment was left in satisfactory condition and all keys have been returned.

**All events will automatically require a one-hour cleaning fee minimum. Any cleaning that is required after the event will be billed at the present hourly fee and deducted from the deposit.**

### **Cancellation Fee:**

Cancellations within 60 days of the event will result in forfeiture of 50% of the rental fee. Cancellations within 30 days of the event will result in forfeiture of the full rental fee.

### **Security Requirements:**

Any event with alcohol and/or dancing will be required to complete a Security Checklist, which must be approved by Town staff and law enforcement prior to the event.

### **AFTER HOURS CALL ROSTER:**

There is an afterhours call roster posted on the kitchen wall. It is strongly advised that one designated person be in charge of calling for assistance to ensure no unnecessary calls (i.e. operating appliances, fireplace or lights) are made. Unnecessary calls may result in an hourly charge that will be deducted from the deposit.

## **GARDEN CLUB RULES & REGULATIONS**

- Facility users must comply with all town ordinances (*including Noise Ordinance LCMC 7.05 which requires that music and other sounds be kept at a level low enough so as not to create a public disturbance*), and rules and regulations set forth and approved by the Town Council. Any violation may result in the forfeiture of deposit.
- Reservations will be accepted up to one year prior to the requested date.
- The rental agreement allows the lessee to occupy the facility from **6:00 a.m. to 12:00 midnight**.
- It is the *responsibility of the renter to pick up the key during office hours*, Monday-Thursday 8:30 a.m. to 4:00 p.m., except holidays. Weekend rentals will need to pick up the keys no later than 3:30pm on Thursday before their event. Keys must be returned at the end of your event. There is a mail slot located on the front door of Town Hall where the key can be deposited. A ***\$150 charge for each key not returned*** by the expiration of the license agreement will be added to the final invoice.
- The Garden Club will provide 50 chairs (combination of straight back), and 8 (6 ft. rectangle) tables and 3 (5 ft. rectangle tables).
- Consumption of alcoholic beverages will only be allowed if indicated on the reservation application, and is subject to an additional deposit and completion of a Security Checklist. It is the responsibility of the lessee to obtain a Special Occasion Liquor License or Banquet Permit from the Washington State Liquor Control Board and display it in the facility during the event.
- All minors on the premises must have adequate adult supervision.
- Smoking is not permitted inside the facility or the outside entrances.
- All entrances must be secured and locked when leaving the building at the conclusion of the event. All lights in the facility must be turned off upon leaving.
- At the discretion of the town, additional liability insurance may be required.
- The kitchen can be used to prepare meals and is equipped with a standard oven/stove and refrigerator. The facility does not supply cooking, kitchen or service items.
- All decorations, garbage, food and beverages must be removed from the premises following the event.
- Decorations may be attached to the walls and windows with masking tape or other NON-marring materials. **DO NOT** use nails, hooks, tacks, staples or glue.
- The use of candles, fog/smoke machines or any other open flames is **strictly prohibited** anywhere inside or outside the facility.
- Throwing rice, birdseed, rose petals, confetti, etc. inside or outside the facility is not permitted.
- **No helium balloons** are allowed in the facility. **No glitter or confetti** allowed in the facility. No decorations of any kind may be hung from the light fixtures.
- Rented tents covering the courtyard must be removed immediately following the event.
- The Town of La Conner will not be held responsible for any lost, stolen, damaged, or items left in the facility after the event.
- The heat controls are pre-set at 68 degrees. If the temperature needs to be adjusted please contact Town Hall on weekdays, or Brian with Public Works, (360) 840-3001, on weekends, for instructions.

**CLEANING:**

Immediately following the event, the facility shall be returned to its pre-rental condition.

- Cleaning supplies are in the closet off the kitchen.
- Tables and chairs shall be put away.
- Floors shall be vacuumed and/or swept (***DO NOT MOP THE HARDWOOD FLOOR***).
- Bathrooms shall be cleaned and refuse emptied.
- The kitchen shall be left in its original condition. The stove must be cleaned, counters wiped, sinks cleaned, floor swept and mopped. Check that all food waste has been cleaned out of the dishwasher and refrigerator.
- Check window sills for spillage and clean as required.
- Clean finger prints from windows.
- All garbage is to be removed from the premises and taken with the renter. There is no dumpster available; otherwise, a ***\$75.00 fee will be charged.***
- All items brought into the facility are to be removed by the end of the rental time period.

The User/Lessee shall defend, indemnify and hold harmless the Public Entity, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the use of Premises or from any activity, work or thing done, permitted, or suffered by User in or about the Premises, except only such injury or damage as shall have been occasioned by the sole negligence of the Public Entity.

If lessee fails to pay any fees or monies due, then lessee agrees to pay all costs, fees and attorney fees associated with collections of those debts. The Town of La Conner is not responsible for lost or stolen property.

I agree that law enforcement may conduct inspections and reviews of the premises during the rental period.

I, \_\_\_\_\_ ***certify that I reside at the address shown***  
***(print name)***

***on the Rental Agreement and that this address is ☐ inside ☐ outside the La Conner School District boundaries. The signed renter must make all rental payments.***

***Initial the following:***

-No helium Balloons: \_\_\_\_\_ -No Glitter or Confetti: \_\_\_\_\_

-All garbage is to be removed; otherwise, a \$75.00 fee will be charged: \_\_\_\_\_

-There is a \$150 charge for each key not returned: \_\_\_\_\_

-All events will automatically require a one-hour cleaning fee minimum. Any cleaning that is required after the event will be billed at the present hourly fee and deducted from the deposit: \_\_\_\_\_

-All Rental Fees/Deposit Fees must be paid by the signed Renter/Organization: \_\_\_\_\_

**I HAVE READ THE ABOVE AGREEMENT THOROUGHLY AND IN ITS ENTIRETY AND BY SIGNING BELOW CONFIRM MY UNDERSTANDING OF THE POLICIES, PROCEDURES, AND RULES AND REGULATIONS REQUIRED FOR FACILITY RENTAL. ADDITIONALLY I HAVE INITIALED ALL THE REQUIRED AREAS OF THIS RENTAL AGREEMENT.**

**LESSEE SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_\_

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# *Garden Club Security Checklist*

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***Any event with alcohol and/or dancing is required to provide a safety and security plan at the time of application. The following checklist must be completed and approved by Town staff and law enforcement.***

1. Please indicate the date, hours and type of event:

\_\_\_\_\_

2. Number of attendees expected: \_\_\_\_\_

3. If you are serving alcohol, what type of alcoholic beverages are you planning to serve?

\_\_\_\_\_

4. Have you hired a security company for your event? If so, please provide the name of the company.

\_\_\_\_\_

5. If you have not hired a security company, how many people will be designated to police your event? \_\_\_\_\_  
Please provide the contact name(s) and cell phone number(s) of each individual responsible for policing your event.

***Please note the individuals listed below must be available for contact by law enforcement during your event, if necessary.***

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*By signing below, I acknowledge that the security agreement must be pre-approved by Town staff and law enforcement, and additional requirements may be imposed.*

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

## OFFICE USE ONLY

Town Administrator Approval \_\_\_\_\_

Additional Conditions \_\_\_\_\_

\_\_\_\_\_

Law Enforcement Approval \_\_\_\_\_

Additional Conditions \_\_\_\_\_

\_\_\_\_\_