



VFW POST 5760  
MERCER ISLAND, WASHINGTON

## ***RENTAL AGREEMENT***

1. The following rental agreement constitutes a legally binding contract (CONTRACT) between two parties: The Veterans of Foreign Wars of the United States, Post 5760, Mercer Island Washington ( VFW ) and the undersigned (PATRON) , defined as “one who uses the physical property and services of the VFW.” In this regard, VFW offers PATRON use of the Keewaydin Clubhouse, located at 1836 72<sup>nd</sup> Ave SE, Mercer Island, Washington on the date(s) and time(s) and rental rate specified in this CONTRACT.

### ***PATRON INFORMATION***

Name \_\_\_\_\_  
( Group, Individual or Organization)

Date \_\_\_\_\_ Time \_\_\_\_\_ Rate \_\_\_\_\_

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

Primary Phone \_\_\_\_\_ Secondary Phone \_\_\_\_\_

Email \_\_\_\_\_

### ***2. RENTAL RATES***

**Weekends: Friday, Saturday and Sunday \$650 per day**

**Weekdays: Monday, Tuesday, Wednesday, Thursday \$500 per day**

**Hourly: Any day @ \$75 per rental hour. VFW Post Commander /General Manager or Rental Manager or other authorized VFW Officer may negotiate the hourly rental rate on a case by case basis at their sole discretion.**

### ***3. PAYMENT***

#### **Security Deposit**

A Refundable \$400 Performance and Damage Security Deposit will be paid by check to VFW Post 5760 at the time the Rental Agreement is submitted by Patron. 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 full Security Deposit will be refunded. 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 VFW to required condition, and such costs will be deducted from the Security Deposit up to the entire amount of the Security Deposit.

### **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, the 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 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 authorized ) to the VFW. Changes to the existing CONTRACT may be made by attaching emails from PATRON to the VFW requesting the new date(s) or time(s) or both, and 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 4 weeks prior to their scheduled event date. Any cancellation notice received by VFW within the 4 week period prior to the rental date may be refused by the VFW and the entire Security Deposit withheld due to potential loss of income by saving the date contracted by PATRON for rental of the Keewaydin Clubhouse.

If a hardship arises within the required 4 week notice period that affects PATRON'S ability to perform as required by the CONTRACT, the PC-GM, 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 is the authorizing official for all rental agreements. As such, he or she serves in the dual - capacity as both Post Commander ( PC) and General Manager ( GM) for the Keewaydin Clubhouse. The VFW PC -GM must review, approve and sign all rental agreements in order for them to be *Enforceable*. Until Such time as the PC -GM signs and approves the CONTRACT for use of the facility, VFW and PATRON recognize only and initial offer for rental services to the PATRON pending approval.

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

Upon approval, PC-GM, 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 CONTRACT may be deemed *Unenforceable* and subsequently *Voidable* by the VFW.

## **5. PERFORMANCE**

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 and recycling 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 any such amenity listed or not listed above, cannot be guaranteed, and VFW 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 rental services for the Keewaydin Clubhouse to any individual, group or organization (a) with a history of previous rental problems, (b) subscribing to beliefs at conflict the VFW principles, or (c) displays indifference toward established VFW rental polices or standards herein. Under such circumstances, the VFW PC-GM or authorized RM or alternative VFW Officer, may not 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 is 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 Lockton Risk Services, Inc. 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 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**

The PATRON has read and agrees to the following policies, each a pre- condition to entering into a CONTRACT with the VFW:

**10.1** Exercise special care during Contract use of the facility to prevent structural, fire, water or other such damages as the Keewaydin Clubhouse is a state and national historic landmark listed on the National Register of Historic Places

**10.2** Keep music, catering and guest activity noise to a minimum during CONTRACT use of the facility out of respect for neighboring resident’s right to peace, privacy and property.

**10.3** Refrain from using 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 10 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.

**10.4** 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.

**12. SIGNATURE**

**By valid signature below the PATRON and VFW acknowledge and agree to the above listed provisions of this CONTRACT.**

\_\_\_\_\_ **PATRON SIGNATURE**

\_\_\_\_\_ **DATE**

## **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 130 persons in the facility at any one time
- leave all doorways clean to serve as fire exits
- utilize the First Aid Kit in the kitchen for treatment of minor injuries or will 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 will ensure that gas is turned off if used before closing the facility
- use caution when using the kitchen facility equipment and high capacity dish washer. 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
- no weapons, fireworks, flaring objects or domesticated animals or pets are allowed on VFW property during the rental period

### ***CLEANING***

All PATRONS will:

- ensure that the facility is clean and orderly after their event and before leaving the facility 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
- ensure that all counter tops in kitchen and bar are cleaned and wiped down
- ensure that all garbage and recycle are 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
- 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.

## ***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
- 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 is used and remote control is returned to charging cradle
- leave their VFW key in the dish under the bell on the bar
- ensure all doors are locked and properly closed when departing

## ***DECORATIONS***

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

- do not use tacks, nails, push pins, staples, adhesive hooks or high strength adhesive tape on any walls, ceiling or floor surfaces. Low tack tape is the only tape authorized to be used in decorating
- nothing will be attached in any way to any of the main hall chandeliers or wall sconces, or from the ceiling beams.
- 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.
- ***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.

**EVENTS THAT WILL CAUSE THE VFW TO RETAIN SECURITY DEPOSIT FUNDS**

Events that will cause the VFW to retain some or all of the prepaid Security Deposit are as follows:

- failure to secure the facility, leaving a door open or unlocked
- failure to leave a key in the dish under the bell on the bar
- 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

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

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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.

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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.***