

# **GARDEN CLUB CONTRACT AGREEMENT**

**(Maximum Capacity 100)**

**Town of La Conner, P.O. Box 400, La Conner, WA 98257 Phone: (360) 466-3125 Fax: (360) 466-3901**

Day & Date of Event: \_\_\_\_\_ Time In \_\_\_\_\_ Time Out \_\_\_\_\_

Organization: \_\_\_\_\_ # Attending: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Contact Phone \_\_\_\_\_

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

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

Type of Activity: \_\_\_\_\_

<b>Resident/Government (Monday-Thursday only)</b>	_____ \$ 25.00
<b>Non-Resident (Monday-Thursday only)</b>	_____ \$125.00
<b>Resident/Government Rate (Friday-Sunday)</b>	_____ \$150.00
<b>Non-Resident (Friday-Sunday)</b>	_____ \$300.00
<b>Cleaning/Damage Deposit</b>	_____ \$250.00
<b>Alcohol and/or Dancing Deposit</b>	_____ \$100.00
<i>(requires hiring security – see requirements on page 2)</i>	
<b>TOTAL RENTAL FEES DUE:</b> _____	<b>DEPOSIT DUE:</b> _____

**Note:** Rental fees are quoted per day. Reservations will be made on a first come, first serve, written application basis only through Town Hall. The rental application, deposit, 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 and the deposit shall be due 60 days prior to the event. The damage deposit is conditionally refundable following the event and inspection of the premises for damages and any required cleaning. The lessee will agree by signing this agreement, to pay for any damage exceeding the original damage deposit paid at the time of application. Uses other than those included in this agreement may result in forfeiture of the damage deposit. Cancellations within 60 days of the event will result in forfeiture of 50% of the deposit. Cancellations within 30 days of the event will result in forfeiture of the full 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 office is located within La Conner School District boundaries.*

## **LA CONNER CIVIC GARDEN CLUB**

622 S. Second, WA 98257 (360) 466-3125

The Civic Garden Club, built as a Grange Hall in 1875, housed the first federal court north of Seattle; Whatcom County's district court; and 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. It is currently listed on the National Historic Register. The building is now available to rent for meeting space, visual art activities dances, banquets and weddings. We are very proud to offer this historical and spacious facility for meetings and special events.

### **Reservations:**

Reservations are made on a first come, first serve, written application basis only, and can be made through Town Hall. For more information, Town Hall may be contacted at (360) 466-3125 Monday through Friday, 8:00 a.m. to 4:30 p.m.

### **Rental Fees:**

The rental application, deposit, 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. No reservation will be accepted without the proper fee payment. 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.

### **Damage Deposit:**

Damage deposits are due 60 days prior to the scheduled event. Any cleaning that is required after the event will be billed at the present hourly fee and deducted from the deposit.

Damage deposits will be returned following your event, subsequent to Town Council approval, and on the condition the rented facility and/or equipment was left in satisfactory condition and all keys have been returned. **Violation of the Rules and Regulations set forth may result in the forfeiture of deposit.**

### **Cancellation Fee:**

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

### **Parking:**

Parking is available in the Town parking lot located one block south of the Garden Club. The charge for parking is \$3.00 per vehicle, per day, until 6:00 p.m. (there is no charge for parking if vehicle enters the lot after 6:00 p.m.). There is no pro-ration of this fee.

### **Security Requirements:**

Any event with alcohol and/or dancing will be required to hire a security company. A copy of the signed contract and receipt of payment must be provided to the Town six weeks prior to the event. The town reserves the right to contact the security company prior to the event to ensure the contract is in full force and effect, and to deny issuance of facility keys if the contract is cancelled.

### **Keys:**

It is the responsibility of the renter to pick up the key during our office hours, Monday-Friday 8:00 a.m. to 4:30 p.m.

**There is no issuing of facility keys after hours or on weekends.** No more than two keys will be signed out to any one group. Keys will be available for pick-up one day prior to the scheduled event. Keys must be returned at the end of your event. There is a mail slot located in the Town Hall door where the key can be deposited.

### **Insurance:**

Whenever the Town determines that the proposed activity poses a significant liability exposure, the renter must furnish evidence that a liability policy is in full force naming the Town of La Conner as additional insured. The required policy is Commercial Liability with a \$1,000,000 combined single limit. Insurance will be required for any group that involves high-risk physical activities.

**CIVIC GARDEN CLUB**  
**Rules and Regulations**

Reservation times must include time for delivery of supplies, set-up, take down and clean up.

All items brought into the facility by the rental groups are to be removed by the end of the rental time period. Otherwise, you may be charged for an additional days rent.

The facility will provide 70 chairs (combination of folding and straight back), and 10 tables (combination of six 10 ft rectangle, three 5 ft rectangle and one 5 ft round) for your convenience at no additional charge.

Your rental agreement allows the lessee to occupy the facility from **6:00 a.m. to 12:00 midnight**.

Consumption of alcoholic beverages will only be allowed if indicated on the reservation application and is subject to an additional deposit and security requirements. It is the responsibility of the lessee to obtain a Special Occasion Liquor license or Banquet Permit from a State Liquor Store or WSLCB website and display it in the facility during the event.

**Open flames are strictly prohibited** throughout the facility including the courtyard area.

All minors on the premises must have adequate adult supervision.

Smoking is **NOT** permitted inside the facility or the outside entrances.

All lights in the facility must be turned off upon leaving the facility.

All entrances will be secured and locked when leaving the building at the conclusion of the event.

**KITCHEN:**

The kitchen can be used to prepare meals and is equipped with a standard oven/stove and refrigerator.

The facility does not supply any of the following items: cooking utensils, dishes, silverware or table linens.

All decorations, garbage, food and beverages must be removed from the facility following the event.

**DECORATIONS:**

Decorations may be attached to the walls and windows with NON-marring materials. DO NOT use tape, nails, hooks, tacks, staples or glue.

The use of candles or any other open flames are NOT permitted anywhere inside or outside the facility.

Throwing rice, birdseed, rose petals, confetti, etc. inside or outside the facility is NOT permitted.

All decorations must be removed from the facility at the end of the event.

No helium balloons are allowed in the facility.

No decorations of any kind should 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 or damaged items left in the facility after your event.

**HEATING SYSTEM:**

The heat controls are set at 68 degrees. If the temperature needs to be adjusted, please contact Town Hall for instructions or your electronic technician.

**AFTER HOURS CALL ROSTER:** There is an after-hours calling roster posted on the kitchen wall. It is strongly advised that one designated person be in charge of calling for assistance to ensure that no unnecessary calls (i.e. operating

appliances, lights and sound system) are made. Unnecessary calls may result in an hourly charge for wages that will be deducted from the deposit.

**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 swept and mopped (**DO NOT MOP THE HARDWOOD FLOOR**).
- Bathrooms shall be cleaned, 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 windowsills for spillage and clean as required.
- Clean fingerprints from windows.
- All refuse is to be removed from the premises.

The lessee shall indemnify elected officials, and insurers, from any and all damages costs or expenses, including attorney's fees, by any person or entity in law or equity that may at any time arise, be claimed, or be set up because of damages to property, bodily or personal injury caused in any manner by lessee's use of the premises in connection with this agreement, to the extent such damages, costs, or expenses are caused by any act or omission of the lessee, or its agents, servants, employees, or contractors. If lessee fails to pay any fees or monies due, then lessee agrees to pay all costs, fees & attorney fees associated with collections of those debts. The Town of La Conner is not responsible for lost or stolen property. All town ordinances apply to this application.

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

I, \_\_\_\_\_ *certify under penalty of perjury that*  
(print name)

*my correct residence address is given on the Rental Agreement and that I reside*

inside    outside *the La Conner School District boundaries.*

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

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