

Knights Club of Oak Harbor
3259 Old Goldie Road
Oak Harbor, WA 98277
(360) 675-6070
Rental@kcOakHarbor.org

COMMERCIAL KITCHEN RENTAL AGREEMENT

This Commercial Kitchen Rental Agreement ("Agreement") is entered into on _____, 2025 by and between the **Knights Club of Oak Harbor** ("the Club") and _____, of _____ ("Renter"). The parties hereto, intending to be legally bound, and in consideration of the mutual covenants hereinafter contained, agree as follows:

GRANT

The Club, subject to the terms and conditions of this Agreement, the "Addendum to Commercial Kitchen Rental Agreement" and on the dates and times set forth in the attached "Rent Rider," hereby grants to Renter a license to use the **Kitchen, Scullery, and Restrooms** ("the Facility") in the **Knights Club (KC) Hall located at 3259 Old Goldie Road – Oak Harbor, WA 98277.**

RENTAL FEE

Renter shall pay to the Club as a rental fee for the use by Renter of the Facility, the sum for such day(s) and times outlined in the attached the Rent Rider. Rental Fee shall be paid on the first day of the rental week. Rent may be paid directly to the Renter or via regular mail.

LATE FEE

If the Club does not elect to terminate this Agreement as specified in paragraph A in TERMINATION section below, a Late Fee of \$25.00 shall be imposed if Rental Fee is not paid by the third day of the week. The Club retains the right to terminate this Agreement if Rental Fee and Late Fee are not paid by the end of the week.

SECURITY/CLEANING FEE

Renter shall pay to the Club as a security/cleaning deposit in the amount of **\$250.00**. Security/Cleaning fee shall be refunded to the Renter after all term of this Agreement and the attached Addendum to Commercial Kitchen Rental Agreement are complied with.

INDEMNIFICATION

Renter shall indemnify, defend and save harmless the Club, its officers, agents and employees from and against any and all loss, cost (including attorneys' fees), damage, expense and liability (including statutory liability and liability under workers' compensation laws) in connection with claims, judgments, damages, penalties, fines, liabilities, losses, suits, administrative proceedings, arising out of any act or neglect by Renter, its agents, employees, contractors, Renters, invitees, representatives, in, on or about the Facility. This indemnity shall survive the termination of this Agreement. Renter hereby releases The Club from any and all liability or responsibility to Renter or anyone claiming through or under Renter by way of subrogation or otherwise for any loss or damage to equipment or property of Renter covered by any insurance then in force.

"AS-IS" CONDITION

Renter agrees to accept the Facility in its "as-is" condition "with all faults".

ASSIGNMENT AND SUBLICENSING

Renter shall not assign any interest in this License Agreement or otherwise transfer or sublicense the Facility or any part thereof or permit the use of the Facility to any party other than Renter.

TERMINATION

The Club may terminate this Agreement based upon any one or more of the following events:

- A. Failure of Renter to pay the Rental Fee or any other charges due hereunder when the same is due;
- B. Renter fails to perform any of its covenants hereunder or any term in the attached Addendum. In any of the aforesaid events, and in addition to any and all rights and remedies available to The Club by law or in equity, The Club may, with or without further notice, forthwith terminate this Agreement and expel and remove Renter, or any other person or persons in occupancy from the Facility, together with their goods and chattels, using such force as may be necessary in the judgment of the Club or its agents in so doing, without evidence of notice or resort to legal process or becoming liable for any loss of damage which may be occasioned thereby, and repossess and enjoy said Facility, and in addition to any other remedy it may have. The Club may recover from Renter all damages it may incur by reason of such breach by Renter.

INTERFERENCE

Renter shall use the Facility in a manner which shall not cause interference with the use or occupancy of the other portions of the Building by The Club or others in any way. Renter's use hereunder will be done in such a manner so as not to interfere with or impose any additional expense upon The Club in maintaining the Building.

RESTORATION

If any damage occurs to the Facility, or if any repairs or replacements need to be made to the Facility as a result of Renter's exercise of its rights under this License, Renter shall pay The Club for any such damage, repairs, or replacements upon demand by The Club.

CANCELLATION

Renter may cancel this Agreement at any time up to 7 days prior to the beginning of the next rental period specified in the attached Addendum by providing written notice of such election to The Club, at no cost to Renter. If Renter shall elect to so cancel this agreement less than 7 days prior to the next rental period, Renter will be charged 50% of the rental fee and any expenses incurred in good faith by The Club.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Any legal actions, claims, or demands shall be handled in a court of competent jurisdiction within the State of Washington.

SIGNATORIES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

RENTER: _____

By: _____

THE CLUB: **Knights Club of Oak Harbor**

By: _____

Ralph Byars – Rental Manager