

Wandawega Country Club, Inc.
W5116 Wisconsin Drive
Elkhorn, WI 53121



WANDAWEGA CLUBHOUSE RENTAL AGREEMENT

This agreement shall be in the form of an offer, or application, from the Applicant (hereinafter referred to as Renter) to Wandawega Country Club, Inc. (hereinafter referred to as W.C.C.), for the use of the herein described premises located at W5116 Wisconsin Drive, Elkhorn, WI, on the date and time requested and for the purpose identified. The agreement shall not become binding upon W.C.C. until accepted by an authorized board member of W.C.C. Upon acceptance, the agreement shall become a rental contract between the Renter and W.C.C.

Note: Renters must be current in their assessments in order to be eligible to rent the Clubhouse.

I. Rental Cost & Security Deposit

Cost of the Clubhouse rental is \$200.00, and is payable at the time the keys to the Clubhouse are released to the applicant. [Note: Any use of heat will result in a \$25.00 surcharge.] **A security deposit in the amount of \$200.00 is also required, and is payable at a board meeting prior to the rental (board meetings occur on the second Saturday of every month).** **The rental agreement will also be signed at this time.** The security deposit will be returned within 30 days of the renting date LESS any charges assessed for damage, loss, cleaning, and failure to follow and comply with the rules and regulations provided in this rental Agreement. The amount of the deposit withheld, if any, will be determined by W.C.C. in its sole discretion. If the costs exceed the security deposit, the Renter agrees that he/she may be specifically assessed for those costs, and agrees to pay the additional amount in full within 14 days.

II. Clubhouse Use and Restrictions, Rules and Regulations

1. Clubhouse rental includes full use of the first floor of the building (except locked storerooms), and its accompanying grounds. Entry onto any other areas will be considered trespassing.
2. Renter is entitled to full use of the existing kitchen equipment (stove, refrigerator, roaster and microwave) and floor fans in "as is" condition. Air conditioning is not available. W.C.C. is not responsible for any consequential damages resulting from equipment failure.
3. Renter is responsible for the adequacy of all supplies required for the event or function. W.C.C. may, in its discretion, provide a starter supply of large trash bags, toilet paper, paper towels, hand soap, dish soap, dish sponges. W.C.C. will provide all other cleaning supplies and equipment.

4. The Clubhouse is rented on an “as is” basis. The W.C.C. provides for the care and maintenance of the buildings, equipment, and grounds, but does not guarantee its condition on the day of rental. Note: snow-plowing, shoveling, and other services are the responsibility of the Renter.

5. Parking is permitted only in the following designated areas: on the east side of the building near the entry door, and on the west side of the building on the front lawn. Do not park along the sides of the road or on the property of W.C.C. members. Please inform your guests of the available parking areas, and consider designating a person to assist your guests in the use of permissible parking areas. Any vehicles not parked in the designated areas referenced above may be towed at the owner’s expense.

6. Upon termination of the event, the Clubhouse must be properly cleaned and left in the same condition. Consult the attached “Check-out Sheet” for specific criteria, which are hereby incorporated by reference. Failure to clean up in a satisfactory manner will result in loss of Security Deposit.

7. If you would like to make arrangements for set-up or clean-up on the day preceding or the day following your rental, you must obtain permission from W.C.C. in advance. Such arrangements are based on availability and are not guaranteed.

*8. Keys must be returned no later than the day following your rental. Lost or non-returned keys will be assessed a \$50.00 fee. No duplicate keys are to be made.

9. Alcoholic Beverages. Alcoholic beverages may be distributed but not sold without obtaining appropriate licenses from governmental authorities. The Renter assumes full responsibility for serving alcoholic beverages.

10. Noise. The renter shall respect the rights and privacy of the surrounding neighborhood and residents. Noise must be kept at a reasonable level and all local noise ordinances must be respected. **In addition, no speaker systems are allowed outside the Clubhouse, and music must be turned OFF by 11 p.m.** Members are authorized and directed to contact law enforcement if they believe the noise level has exceeded a reasonable level. **If noise prompts a complaint where law enforcement is called out to the property, renter will be deemed in violation of this Agreement and, as such, the deposit in its entirety will automatically be forfeited.** Due to the close proximity of a number of residences, this rule must be strictly enforced.

11. Curfew. **All cleaning must be finished and EVERYONE MUST EXIT THE PREMISES NO LATER THAN MIDNIGHT.** If any member of your party is found on the premises after 12 a.m., they will be considered a trespasser and will be subject to the provisions of Wis. Stat. 943.13. Members are authorized and directed to contact law enforcement if the premises are not timely vacated. Any remaining clean-up will have to be completed the following morning, or by a date/time that is approved by W.C.C. prior to the rental date.

12. The Renter (WCC property owner) who signs this rental agreement must be present for the duration of the rental.

III. Violations

If Renter commits any violation of this rental Agreement (and particularly, the above-delineated rules and regulations), W.C.C. reserves the right to retain the security deposit or a portion thereof, and to refuse future rentals to that particular Renter for up to one (1) year from the date of the violation. Any violations and specific consequences will be determined by W.C.C. in its sole discretion. Renter has the obligation of communicating the rules and regulations to his/her guests and is responsible for their compliance. Any violation committed by a guest of Renter will be attributed to Renter. Violations may be appealed to the WCC board at the next board meeting.

IV. Agreement to Hold Harmless

Renter agrees that the relationship between the Renter and W.C.C. is limited to that of Clubhouse use only. Renter is responsible for and will supervise the actions of all guests and invitees. Renter agrees to indemnify and hold W.C.C. harmless from any and all claims of third parties which may heretofore or hereafter arise, known or unknown, related in any way to this Agreement, including but not limited to, injuries arising from the use of the Clubhouse during the duration of this Agreement. W.C.C. will not assume any responsibility. It is strongly recommended, therefore, that the Renter have his/her own insurance for the event.

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Please Print This Page

I HAVE READ THE ABOVE AGREEMENT, AND DO HEREBY AGREE THAT MY GUESTS AND I WILL COMPLY.

WCC Property Owner (Print): _____

WCC Property Owner (Signature): _____ Date: _____

Rental Date: _____

Accepted by: _____
W.C.C. representative

Make checks payable to: **Wandawega Country Club, Inc.**
W5116 Wisconsin Drive
Elkhorn, WI 53121

\$ _____ **deposit received on** _____
(amount) (date) (W.C.C. representative)

\$ _____ **rent received on** _____
(amount) (date) (W.C.C. representative)

\$ _____ **deposit returned on** _____
(amount) (date)

(W.C.C. representative)

(Deposit accepted by)

