

DISCOVERY BAY YACHT CLUB

RENTAL AGREEMENT

Date: _____

The Discovery Bay Yacht Club, herein known as the DBYC, agrees to rent the Bilge Room of the Clubhouse to member _____ whose name is shown below. The date of the rental is to be ___/___/___ and the period of the rental is from ___:___ AM/PM to ___:___ AM/PM. _____

This agreement may be canceled by either party to it, by notifying the other party in writing of said cancellation.

The Use Fee of \$200.00, along with the Cleaning deposit of \$200.00 (total \$400.00) is due upon signing of this agreement. Fees for DBYC employees and any deposit required by items listed in Arrangements section are due three weeks prior to the rental date. In the event of cancellation, these prepayments will be refunded in full provided DBYC can cancel any scheduled arrangements without penalty.

The renting member will be responsible for any damage to DBYC property, it's building or contents.

The renter member hereby agrees to abide by rental rules specified in a document known as Standing Rule 28,

DBYC assumes no responsibility for any property brought on to the premises by the renting member, their guests, or other persons with whom DBYC may have acted as agent for the renting member.

The renter member shall inspect the premises prior to the rental period and shall notify DBYC representative, in writing, of any existing damage noticed which might be a source of contention with respect to damages claimed by DBYC after the rental period. The DBYC representative will so note the receipt of notification. Upon completion of the rental period, the DBYC representative shall inspect the premises to determine whether any damage occurs during the rental period. If there is any dispute about the existence or amount of damage, the DBYC representative's decision may be appealed to the Board, whose ruling is final.

DBYC, will make all reasonable efforts to ensure a successful rental, but cannot be held responsible for occurrences that are beyond its control.

To the fullest extent permitted by law the renting member shall indemnify and hold harmless Discovery Bay Yacht Club (DBYC), its officers, representatives, agents and employees against all loss, damage, expense, claim and liability of any kind resulting from injury or death of any person including, but not limited to, employees of DBYC or injury or damage to property including, but not limited to, damage to property of DBYC arising out of or in any way connected with the performance of this contract, excepting only such injuries, death or damage caused by the sole negligence or willful misconduct of DBYC. The renting member shall on DBYC's request defend any action, claim, suit or arbitration proceeding asserting a claim covered by this indemnity and hold harmless agreement. The renting member shall pay all costs that may be incurred by DBYC in enforcing this indemnity and hold harmless agreement, including, but not limited to, reasonable attorney fees.

ARRANGEMENTS:

Maximum room capacity 50 people. With outside patio 75 people.

Number of people planning to attend:

Employee Fee: \$ _____

(<50, 1 DBYC employee, >50 people, 2 DBYC employees. DBYC employees @ \$100.00/each with the exception of the Bar Supervisor which will be @\$150.00). Bar prices will be the current posted event prices. Advance arrangements must be made for champagne. A 15% gratuity will be added to all bar bills.

DBYC Caterer being used: YES/NO

Listed below are special requests and charges for Club rental:

1.

Deposit: _____

2.

Deposit: _____

3.

Deposit: _____

4.

Deposit: _____

Total Additional fees and deposits: \$ _____

28.3 Bilge Room-Member Only Private Parties Rental Rules:

- 28.3.1 Rental is not available at any time the Club has scheduled a "Special Event".
- 28.3.2 An "Application Use" form must be presented by the sponsoring member to the Vice Commodore prior to the event.
- 28.3.2.1 A \$200.00 use fee and a \$200.00 refundable cleaning deposit shall accompany the application.
- 28.3.3 SR 13.1 and SR 13.2 are suspended with the approval of the application.
- 28.3.4 Outside beverages are not to be brought into the Bilge Room.
- 28.3.5 The DBYC applicant shall be responsible for compliance with all facility use rules.
- 28.3.6 The renting member must negotiate food preparation and service with the Club Concessionaire or current food service offered by the Club. Special-occasion cakes may be brought in.
- 28.3.7 If a bartender is used, the bartender must be a DBYC employee. Each bartender required will be an additional \$ 100.00 charge for up to a 5 hour period and paid prior to the event date.
- 28.3.10 Decorations may be free standing or tied only to the, rings and wires that have been placed around the Club. Under no circumstances will the use of pins, tacks, nails, staples, or tape be allowed. Violation of the above will result in forfeiture of the deposit or a portion thereof.
- 28.3.11 28.3.11 Rice, birdseed or confetti is not allowed to be thrown any place on Club property.
- 28.3.12 Use is limited to five (5) hours.

Additional Renting Rules:

- 1. The maximum number of people at a rental event is 50 in the Bilge Room and 75 if the patio is also used.

2. No person under 21 years of age may be served or consume alcoholic beverages, assuring compliance with the no under age drinking rule. The breaking of this rule, or any Federal, State or local laws will be grounds for immediate termination of the event with all fees and deposits forfeited.

Clean-up instructions:

- All decorations, paper goods, etc. must be taken down and put away.
- Any furniture, chairs, tables, etc. that have been moved must be put back to original place.
- Any extra garbage must be put in bags and thrown in Dumpster (outside).
- Wipe down tables.
- In general restore area to the same condition as existed just prior to renting.

Agreement date: ___/___/___

AGREED:

Renter Member:

DBYC Vice Commodore or Representative:

Print Name _____

Print Name/Title _____

Signature _____

Signature _____

Copies to:

____ Club/Bar Manager

____ Treasurer

____ File