

# DISCOVERY BAY YACHT CLUB

## RENTAL AGREEMENT

### \* MAIN ROOM \*

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Date: \_\_\_\_\_

The Discovery Bay Yacht Club, herein known as the DBYC, agrees to rent the upstairs Main Room of the Clubhouse to Member \_\_\_\_\_. The rental period is from \_\_\_\_\_ M to \_\_\_\_\_ M on \_\_\_\_\_ 200\_\_.

This agreement may be canceled by either party upon notification to the other party in writing of said cancellation within 48 hours of the rental event.

A rental fee of \$700.00 is due upon signing of this agreement which includes a \$200 refundable cleaning deposit. Rentals also require an "Officer of the Watch" @ \$15 per hour of rental. 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 including carpet.

The renting 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 Renter Member, their guests, or other persons with whom DBYC may have acted as agent for the Renter Member.

The renter member shall inspect the premises prior to the rental period and shall notify the 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 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, 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.

Number of people planning to attend: \_\_\_\_\_

(<100, 2 DBYC Bar Staff, >100 people, 3 DYBC Bar Staff. Cost of Bar Staff is \$100 each. Bar prices will be the current posted prices. Advance arrangements must be made for champagne. A 15% gratuity will be added to "" bar tab"" bills.

DBYC Caterer being used: YES / NO

Listed below are special requests and charges for Club rental:

1. \_\_\_\_\_  
\_\_\_\_\_
2. \_\_\_\_\_  
\_\_\_\_\_

Rental Fee	\$ 500
Refundable Cleaning Deposit	\$ 200
DBYC Bar Staff @ \$100 each	\$ _____
Officer of the Watch @ \$15/hour	\$ _____

**Total Fees:** \$ \_\_\_\_\_

**Main Floor Clubhouse Rental Rules:**

**Standing Rule 28.1 MAIN UPSTAIRS ROOM:**

28.1.1 The main upstairs room is available for rental by Club members for a fee of \$500.00 per event plus a \$200 refundable cleaning deposit. Club rental also requires an Officer of the Watch @ \$15 per hour. This rental does not include the use of the clubs kitchen facility. A date is not reserved until all fees are collected and the rental agreement is approved by the Governing Board and signed by the Vice Commodore or his/her representative.

28.1.2 There is no rental of the Club by non-members. Renting Members may rent only for their use while sponsoring a function for themselves or immediate family members, i.e. grandparents, parents, children, or grandchildren. The renting Member must be in attendance during the entire period of the rental when their guests are in the Clubhouse. There is no rental of the Club for business function.

28.1.3 The Club's main upstairs room is not available for rental on any day or evening that the Club has a scheduled event. The Governing Board will define a "scheduled event". All rentals must be flexible so as to allow use of the room by other members of the Discovery Bay Yacht Club. Each rental must be reviewed and approved by the Governing Board and will be evaluated on a case by case basis.

28.1.4 Rental and prices are contracted for a maximum of five hours. Additional time may be arranged through the Vice Commodore or his/her representative.

28.1.5 The maximum number of people at a rental event is 160.

28.1.6 No beverages may be brought on to the Club's property. 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.

28.1.7 A Club representative or Board designated replacement will be present during all rental events.

28.1.8 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. Food prices will include \$1.00 per person if Club kitchen is used to prepare food. Payment for food to made to the Club.

28.1.9 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 28.1.10. Rice, birdseed or confetti is not allowed to be thrown anyplace on Club property.

28.1.11 All functions will be required to provide DBYC Staff. If the function is attended by less than 100 people, two DBYC bar staff will be required. If the function is attended by more than 100 people, three DBYC bar staff will be required. The cost for each bar staff is \$100.00 per function. These fees are in addition to the rental fees.

28.1.12 Any entertainment for a social event will be the responsibility of the person(s) renting the Club facility. However, such entertainment must be of the type that would not be deemed offensive by individuals in attendance. Any lewd or offensive entertainment will be cause for the immediate termination of the event.

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:**

**Renting Member:**

**DBYC Vice Commodore or Representative:**

Print Name: \_\_\_\_\_

Print Name/Title: \_\_\_\_\_, Vice Commodore

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Copies to:

- \_\_\_\_ Club
- \_\_\_\_ bar Supervisor
- \_\_\_\_ Treasurer
- \_\_\_\_ Administrative Assistant