

TYC Club Rental Contract

I _____ certify that I have agreed to rent the Tiburon Yacht Club hall for the day of _____ for a _____ (type of event).

I agree to abide by and enforce the rental conditions in this contract.

I will be present on the premises for the entire duration of the event, and I understand that I am responsible for inspecting and closing the clubhouse at the end of the event. I will see that all food and food-related garbage is removed to the outside containers and doors to garbage area secured.

I agree to pay the following rental fees and cleaning deposits in the time frames prescribed.

Full-day Rental (4 or more hours)

Full Day Rental charge of \$500

Refundable damage deposit of \$500

Cleaning charge equal to the fee for cleaning at the time of the event. Cleaning fee is currently \$150.

Discount of 20% if no food or beverages are to be consumed.

Short-term Hourly Rental (2 or 3 hours)

Monday thru Thursday (non-Holiday) \$60 per hour

Friday thru Sunday \$125 per hour

Minimum rental: 2 hours (including setup and cleanup)

Refundable damage deposit of \$500

Cleaning charge equal to the fee for cleaning at the time of the event. Currently \$150.

Discount of 20% if no food or beverages are consumed

Deposits and Fees are payable as follows:

On application: \$500 deposit, which will serve as a refundable damage deposit, for a full day or hourly rental.

On approval of the event by the Board: Applicant returns the signed rental contract, along with Rental fee and cleaning fee.

Fees are chargeable and refundable as follows:

The full cleaning fee is charged if the event takes place. Costs of actual damages and excess cleaning fees will be deducted from the damage deposit. If damages exceed the amount of the deposit, the member is liable for the difference.

The damage deposit and cleaning fee are fully refundable if the rental is canceled.

The rental fee will be refunded 100% if the event is canceled more than 30 days prior to the scheduled rental date, and refunded 50% if canceled 30 days or less prior to the scheduled rental date.

My initials indicate that I have elected to use the following service choices for Bar and Food and further agree to conform to the requirements stipulated for that choice.

BAR SERVICE:

1. _____ I will use the Club's bar at the posted TYC prices, provided that I can recruit the necessary MEMBER bartender(s) who are not otherwise invited to the event. I will insure that a list of all guests is placed in the guest book prior to the event.

OR (cont'd on page 2)

2. _____ I will serve alcoholic beverages at the event and will assume full responsibility for compliance with and enforcement of all State Alcohol Beverage Control laws, including, but not limited to, the requirements that no one under 21 drinks or serves, and a list of all guests must be placed in the guest book prior to the event.

OR

3. _____ I will hire a catering service approved by the Board that holds a valid caterer's liquor license and will provide a bartender service to provide and/or serve liquor. I understand that I, or the caterer I have hired, must present a signed (original signature) License Action Request to the State Alcoholic Beverage control authority in Santa Rosa, requesting that TYC's liquor license be "surrendered" for a period of 24 hours on the day of the event. The ABC must receive this request no less than 21 days in advance of the event and day of surrender.

I understand that I am personally liable for operating the bar in accordance with TYC House Rules and State law and liquor regulations.

FOOD SERVICE:

____ I will provide the food

OR

____ I will hire a professional caterer, approved by the Board, to provide, cook and serve food.

I understand and agree that I am permitted on the club premises between the hours of 10:00 a.m. and 1:00 a.m. only. Fridays and Saturdays (9 a.m. to 10 p.m. other days) Music (including live band, stereo/juke box, DJ, etc.) is not allowed on the deck at any time and is not allowed in the clubhouse after 12:00 a.m. In consideration of neighbors and in accordance with County ordinance 6.70.020, no loud or unusual noise is permitted at any time. Club doors should be closed after 10:00 p.m.. Any fines imposed by authorities for noise violations are the responsibility of renter.

I understand and agree that I am personally responsible for insuring that all TYC House Rules are followed, including but not limited to those listed below:

I must be present and am responsible to the Club for the conduct of all guests and for any debts and obligations to the Club that they incur.

I understand and agree that I will be responsible for the safety of all my guests and to see that children are properly supervised to assure their safety.

Unless supervised by an adult, children under the age of fifteen (15) years are not permitted in the clubhouse.

TYC is not responsible for loss or damage to the personal property of members, their families or guests. Animals are not permitted inside the clubhouse or on the deck, except those required for the handicapped or law enforcement.

Smoking is prohibited inside the clubhouse.

Attaching any material directly on walls or visible surface area of ceiling beams is prohibited except as expressly authorized by the Rental Manager.

I agree to indemnify and hold TYC and its officers harmless for any liability or financial consequence that may arise out of my use of the TYC facility during my rental. *Further, the Board may require for certain events that a certificate of insurance be provided showing evidence of coverage, with the specific event referenced, and TYC shown as an additional insured. Renter shall be advised of this requirement at the time the rental is approved.*

I understand that TYC is not responsible for any expenses incurred by me if, in TYC'S determination, the club becomes unusable for this rental.

I acknowledge that I have read and understood the TYC Club Rental Policy. I agree that I am personally liable for and will pay for all damages that exceed my deposit.

Renter: _____ DATE APPROVED BY TYC Board: _____

_____ Date: _____ by _____