

Key Biscayne Beach Club 685 Ocean Drive Key Biscayne FL 33149 305-361-2813

CLUBHOUSE RENTAL AGREEMENT For Member Use Only

Reservation is not complete without full payment in advance

NAME/ ADDRESS OF MEMBER			
HOST'S PHONE #	EMAIL:		
DATE OF FUNCTION	DAY OF WEEK	# OF PEOPLE	
TYPE OF EVENT		TIME: FROM	
Please note that the clubhous	e is not available during	g the daytime when th	ere is a school holiday.

You are free to use the clubhouse for the party, but you must be aware that as a private club, there could possibly be other members using the club and they <u>shall have full access to the outside facilities</u> <u>during club working hours</u>.

FINANCIAL

Rental Fee & Deposit

- Tuesday-Thursday SEE ATTACHED PRICE SHEET (Member) + taxes
- Friday-Sunday SEE ATTCAHED PRICE SHEET (Member) + taxes
- \$500.00-\$1,000 damage deposit, required to secure the date, to be returned at the manager's discretion, providing there is no damage. It is understood and agreed that any damage, breakage, or necessary repairs in excess of your deposit will be reimbursed by you to the Beach Club.
- Full payment due 5 days from receipt of the damage deposit.
- Fifty percent (50%) of contract amount is forfeited if cancelled within 30 days of the event. \$500.00 nonrefundable fee once executed. Except for Acts of God.

<u>Cancellations and changes not made more than 30 days before the event date,</u> <u>50% of the contract fee is not refundable.</u>

LIABILITY REQUIREMENTS

The Key Biscayne Beach Club, its Manager, its officers, directors, members, their heirs or assigns shall not be responsible nor liable for any accidents, injuries, deaths, or loss or damage to persons and/or property arising of, or in connection with, the use of the KBBC property, or connected therewith by the member or guests of the member.

Insurance policy "COI" must be provided by ALL vendors. If alcohol is served by an entity or an individual, a separate COI of liquor liability must be provided for no less than \$2 million, also indemnifying the Key Biscayne Beach Club, Inc. If you or the entity cannot provide the COI for liquor, please consider the BEACHSIDE CAFÉ as an alternative.

ALL OUTSIDE VENDORS MUST PRESENT PROOF OF INSURANCE "COI" INDEMNIFYING THE KEY BISCAYNE BEACH CLUB, INC.

NOISE & TIME REQUIREMENTS

You will strictly adhere to the noise ordinance of KB & be responsible for any fines incurred as a result of said violation of the ordinance. Off-Duty Police Officer is required for all parties providing music. All substantial speakers must remain inside the clubhouse. Lesser equipment must have speakers facing the ocean.

As a reminder: Sound amplifying equipment and musical instruments. The using, operating, playing, or permitting to be played, used or operated any radio, television, phonograph, musical instrument, loudspeaker, loudspeaker system, sound amplifier, or other machine or device for the producing or reproducing of sound so as to disturb the peace, quiet and comfort of the neighboring inhabitants, or at any time with louder volume than is necessary for convenient hearing for the person or persons who are in the room, Motor Vehicle, Motorboat or area in which such machine or device is operated and who are voluntary listeners thereto, or the operation of any such radio, television, phonograph, musical instrument, loudspeaker, loudspeaker system, sound amplifier, or other machine or device outside the following permitted hours:

- 7:00 a.m. to 11:00 p.m. on Monday, Tuesday, Wednesday, and Thursday
- 7:00 a.m. to 12:00 a.m. on Friday
- 8:00 a.m. to 12:00 a.m. on Saturday and Holidays
- 8:00 a.m. to 11:00 p.m. on Sunday

ARTICLE VI. - LIGHTING REGULATIONS FOR MARINE TURTLE PROTECTI

• Sec. 8-401. - Purpose and intent.

SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD (DOCX) OF SECTIONSEMAIL SECTIONCOMPARE VERSIONS

LIGHTING REGULATIONS

The purpose of this article is to reduce the impacts of artificial coastal lighting on threatened and endangered sea turtles that nest on the beaches of Key Biscayne by restricting artificial lighting and other activities that disorient turtle hatchlings, causing them to crawl toward land rather than toward the ocean. This article is intended to provide overall improvements in nesting habitat degraded by light pollution and increase successful nesting activity and production of hatchlings. The restrictions and constraints of this article shall be effective within the incorporated areas of Key Biscayne and apply to any artificial lighting that has potential to adversely impact sea turtles within Village limits.

Nesting season means the period from May 1 through October 31 of each year.

No lights at Nighttime means the time period between 10:00 pm and 5:00 am within the Village limits of Key Biscayne.

(Ord. No. 2009-6, § 2, 5-12-09)

OFF DUTY POLICE REQUIREMENT

Parties of 75 or more guests require obtaining an OFF-DUTY Police Officer. All parties providing music are required to obtain an OFF-DUTY Police Officer. Please call Key Biscayne Police Department at 305-365-5555 for information. Send a copy of the contract and paid receipt to <u>office@kbbeachclub.com</u>. NO EXCEPTIONS.

WRISTBANDS

Parties of 65 or more guests will be issued wristbands for each guest. There will be a fee of \$20 per additional wristband if the number of guests exceeds the number per your paid contract (75/150/250/350/450). You will receive an invoice the day after your event.

SETUP and HOURS

Setup can begin at 3:00 PM. The party starts at 6:00 PM and ends at 11:00 PM on weekdays, and MIDNIGHT on weekends. The beach is not being rented. The clubhouse is what is being rented. A separe attachment shows the portion of the beach available for use.

The gates close at 1:00 AM. There will be a \$500 per hour fee for party break down taken after 1:00 AM

<u>CATERING OPTION:</u> KEY BISCAYNE BEACH CLUB BEACHSIDE CAFÉ <u>BEACHSIDE CAFÉ CATERING: CONTACT ALEX MAUFROY</u>

info@beachsidecafekb.com 786-597-7036

CLEANUP & REQUIREMENTS

It is understood that you will leave the Beach Club facilities in the same condition of cleanliness as they were in when you arrived. It is further understood that you must vacate the premises as soon after midnight as your cleanup allows, not to exceed 1 A.M. If cleanup is chosen for the "next morning". It must be completed by 10 AM. A \$500/hour rate will be charged for any party breakdown that must continue past 10 AM.

Please read and check below:

- □ <u>NO ATTACHED DECORATIONS</u> of any kind will be allowed to any part of the walls, ceiling, or exterior of the building. NO EXCEPTIONS
- □ <u>NO GLASS</u> decorations or bottles. For example wine must be served in plastic or paper cups. Broken glass found on property puts the entire deposit at risk.
- **NO BALLOONS**
- **NO CONFETTI**
- □ <u>MUSIC</u> must be inside or facing towards the ocean (to avoid complaints from our neighbors. Off-Duty Police Officer required
- <u>POWER/GENERATOR</u> It is expected that you will provide your own main power. Please be prepared to provide your own electricity.
- □ <u>NO POLITCAL</u> events at the club
- □ <u>NO tickets or charge for admission</u>, or any donations allowed, except for Key Biscayne civic organizations functions.

Member Initials _____

Your request to use the clubhouse at the Key Biscayne Beach Club on the date & time of the above function has been approved, subject to your adherence to the above rules & regulations & to your signature below.

_____I hereby agree to be responsible for all my guests to follow the rules & regulations of the Key Biscayne Beach Club.

By my signature below, I hereby agree to all the above conditions:

Responsible member's signatureDATE:_____

Manager DATE:_____

BEACHSIDE CAFÉ CATERING:

info@beachsidecafekb.com 786-597-7036

FOR MANAGER'S USE ONLY (DO NOT FILL OUT)

FINANCIAL INFO (check if payment received)

DEPOSIT:	Staffing fees:	RENTAL:
□ \$	□ \$	□ \$
Check #	Check #	Check #
Rec'd		Rec'd

LEGAL DOCUMENTS (check if documents received)

Contract signed	"COI" Insurance provided
Date	Off-Duty Police Officer
	Attached

KBBC employees working event: