

 **South Bay Yacht Club**

 **PO Box 100, Alviso, 95002**

 **Usage Agreement**

It is hereby agreed for a donation of $ \_\_\_\_\_.00, has been received by the South Bay Yacht Club, a not for profit California Corporation, for 3 hours use of their Clubhouse on \_\_\_\_\_\_\_\_. The hours of the event are from \_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_ for \_\_\_\_\_\_\_\_ People. We will require access to the clubhouse prior to the event for \_\_\_\_\_\_\_\_ hrs for the event \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ sponsored by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

A total of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ money has been collected.

All donations must be received at least three weeks (21 days) prior to usage along with this signed agreement. All Documents Must Be Included At This Time.

**No beverage may be brought onto the premises.** The bar serves Bottled water, Soft Drinks, Juices, and Alcoholic beverages, and will be open during your function. The bar closes at 11pm, and all beverages must be consumed by 11pm. Beverages must only be consumed in the Clubhouse and Back Patio area only.\_\_\_\_\_\_\_\_\_\_\_\_

User shall procure and maintain for the duration for the usage period **Insurance** against claims for injuries to persons or damages to property which may arise from or in connection with the rental of the facilities and the activities of the renter, their guests, agents, representatives, employees, or subcontractors. The cost of such **Insurance** shall be borne by User.

Coverage shall be at least as broad as a Certificate of Insurance Coverage, on an “occurrence” basis, including personal and advertising injury, with no less than $1,000,000 per occurrence.

The policy is to be endorsed to and Additional Insured to The **South Bay Yacht Club, 1491 Hope Street, Alviso, Ca 95002.**

Homeowner Insurance. In some cases the User’s homeowner's liability insurance may provide coverage sufficient to meet these requirements. User should provide these requirements to their agent to confirm and provide verification to the SBYC.

The undersigned and their guests assume any and all risks of any kind, whether known or unknown, which may be involved in or related to their ingress or egress upon, over and across the premises of the South Bay Yacht Club.\_\_\_\_\_\_\_\_\_

The undersigned user and guests further release and waive any and all claims against the South Bay Yacht Club, it’s officers, employees, and agents for damage to their property and/or for injuries to person or persons in or about the premises of the South Bay Yacht Club from any cause arising at any time and agree to indemnify, save and hold harmless from any claims, demands, suits, actions, proceedings, damages, costs (including Attorney fees) and liability for damage to property or injury to persons arising out of or occasioned by the entry or presence of the undersigned or any licensee, invite, guest, or agent of the undersigned upon the premises of the South Bay Yacht Club, whether or not said damage or injury is alleged to have been occasioned by the sole negligence of the undersigned, the South Bay Yacht Club, it’s officers, employees, agents or otherwise. Initials\_\_\_\_\_\_\_\_

**The undersigned user has agreed to make all their guests, invitees, employees, agents or otherwise aware of the above conditions. Initials\_\_\_\_\_\_\_\_\_\_**

If damage has been done to the premises I/we, the undersigned user agrees to pay for repair or replacement of said damage without delay. \_\_\_\_\_\_\_

I/we the undersigned have read and agree to the above terms and conditions of this usage agreement.

Print User's Name, Address, Phone Number (and Email)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Phone

Signature of User \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SBYC Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notes: Insurance\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Permit \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Rental $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_