



South Bay Yacht Club Rental Agreement #1

The South Bay Yacht Club a not for profit 501 C-7 California Corporation

South Bay Yacht Club PO Box 100, 1491 Hope St., Alviso, CA 95002

The undersigned:

| | | |
|--|----------------|----------------|
| (Renting Party's Name) | (Address) | (City) |
| (State) | (Zip Code) | (Phone Number) |
| (Contact Name if different from above) | (Phone Number) | (Email) |

(Printed name of the Activity)

Agrees to pay a fee* of \$ _____ to the South Bay Yacht Club **Initials:** _____
(Quoted Rental Fee)

for the use of their Clubhouse on the following date _____

(Date)

Clubhouse to open for setup* at _____ Event to start at _____ and end at _____
(time) (time) (time)

The clubhouse closes to all activities at 11:00 pm

Estimated number of people to attend _____ People.
(number)

All fees must be received at least (14 days) prior to usage along with this signed agreement.

All Documents Must Be Included at This Time.

The Renter agrees to the following Conditions for Use:

1.0 Clubhouse use, the Club requires a member of the club be on site during your event, this can be the bartender(s), or an event guest. If the bar is to be closed and none of your guests are a club member, one paid club member Sponsor will be on site to answer questions, give directions and provide access to the club. This person will be paid the same as a bartender as defined in section 2.3 below

2.0 BAR USE: Will you be using the bar for Alcoholic beverage service. (Yes) _____ (No) _____

2.1 When alcoholic beverages are to be served, a permit from the Alcoholic Beverage Control Board (ABC) must be obtained for an additional cost of \$100. You may add an additional \$100 to your Rental Fee to be included with the Rental Fee check made out to SBYC
Initials: _____

*If the renter wants to set up at a time other than the day of the event, the Renter can work with the rental manager to determine whether or not the club is available for early setup. If the Renter is a club member the Renter should be able to let them self in. If the Renter is a not a member of the Club, arrangements can be made to have someone let the Renter in for setup. The same access options hold true for the event as well.



2.2 NO ALCOHOL may be brought onto the premises. (With the exception of wine and Champagne, a \$10/bottle corkage fee applies) Beverages must be Only consumed in the clubhouse, on the front porch or the back patio area. **Initials:** _____

2.3 SBYC Bartender(s) are to be paid in cash directly by the Renter. Bartender(s) are paid \$100 each for the first 4 hours at the start of the event and \$25/hour for each additional hour. For evening functions, the bar closes at 10:00 PM. And everyone must be off the premises by 11:00 pm **Initials:** _____

3.0 INSURANCE: The Renter shall procure and maintain for the duration of 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 Renter. 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 shall name the South Bay Yacht Club as "Additional Insured" at the following address **South Bay Yacht Club, 1491 Hope Street, Alviso, CA 95002**. In some cases, the User's homeowner's liability insurance may provide coverage sufficient to meet these requirements. The Renter should provide these requirements to their agent to confirm and provide verification to the SBYC.

Initials: _____

4.0 RELEASE OF LIABILITY: 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. **Initials:** _____

5.0 If damage has been done to the premises I/we, the undersigned Renter agrees to pay for repair or replacement of said damage without delay. **Initials:** _____

5.1 The kitchen is available for food storage ahead of time on the day of your event. Food preparation/setup includes the use of the microwave and gas ovens for warming only. No cooking is to be done on site. **Initials:** _____

5.2 Accessible Areas: The following South Bay Yacht Club areas are available to be accessed by the renter and other activity participants. **Initials:** _____
main clubhouse which includes:

- main meeting room
- bathrooms
- kitchen as defined in number 5.1 Above
- front porch
- back patio



6.0 Areas Off Limits: The following South Bay Yacht Club areas are **OFF LIMITS** not to be accessed by the renter or other activity participants.

- SBYC dock facilities and associated shoreline
- Driveway to be left open for parking and delivery access

Initials: _____

7.0 The undersigned Renter has agreed to make all their guests, invitees, employees, agents or otherwise aware of the above conditions. Initials: _____

8.0 The Renter agrees to pay the following: Initials: _____

The total cost for the SBYC Clubhouse is as follows:

Option A

Quoted Rental fee of: \$ _____

ABC Permit for bar + \$ _____

**Plus Cleaning Fee of \$300: + \$ _____

Option A Check made out to SBYC for the total of: = \$ _____

OR

****Option B**

One check made out to SBYC for the Quoted Rental fee of: \$ _____

Plus a separate cleaning deposit check for \$400 made out to SBYC which will be returned when the club is cleaned.

In addition option A or B the Renter must still provide:

- **\$100 cash for each Bartender or Sponsor at the start of your event**
- **Provide the required liability insurance as defined above**

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

Renters Printed Name

Renters Signature

Date

SBYC Rental Manager Notes:

Date(s) received

Insurance _____ ABC Permit money _____ Rental \$ Paid _____