



# South Bay Yacht Club Rental Agreement

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)                      (Email)  
\_\_\_\_\_  
(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)                      (Make check out to SBYC)

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)

Estimated number of people to attend \_\_\_\_\_ People.  
(number)

All fees must be received at least (10 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. **BAR USE:** Will you be using the bar for Alcoholic beverage service. (Yes)\_\_\_\_ (No) \_\_\_\_
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 . Another check made out to **ABC** for \$100 is to be submitted to the Rental manger along with this application preferably one month in advance of the rental date.                      Initials: \_\_\_\_\_
2. **NO ALCOHOL may be brought onto the premises.** (With the exception of wine and Champagne a \$10/bottle corkage fee applies)                      Initials: \_\_\_\_\_  
Beverages must be consumed in the clubhouse and back patio area ONLY.

\* The quoted Rental Fee includes funds to provide professional cleaning of the facility after each use. The renter is still required to do a basic cleanup after the use of the facility (see the Basic Cleanup instructions attached as a separate document)



3. SBYC Bartender(s) are to be paid 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.** Initials: \_\_\_\_\_
2. **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 is to be endorsed to and Additional Insured to The **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. User should provide these requirements to their agent to confirm and provide verification to the SBYC. Initials: \_\_\_\_\_
3. **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: \_\_\_\_\_

The undersigned Renter 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: \_\_\_\_\_

4. **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. **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: \_\_\_\_\_
6. **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 7. above
- front porch
- back patio

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

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

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

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

\_\_\_\_\_  
Renters Printed Name

\_\_\_\_\_  
Renters Signature

\_\_\_\_\_  
Date

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SBYC Rental Manager Notes:

Date document provided to SBYC

Insurance

\_\_\_\_\_

ABC Permit money

\_\_\_\_\_

Rental \$ Paid

\_\_\_\_\_

Notes: If you are not serving alcohol and are not a yacht club member you will need to have a yacht club member sponsor your rental and be present during your occasion/event. Please identify your sponsor: \_\_\_\_\_

Sponsor phone number : \_\_\_\_\_ and email: \_\_\_\_\_

If you are not a member, are you a repeat renter?

If yes, when did you last use the facility. Date: \_\_\_\_\_

What was the occasion?: \_\_\_\_\_