

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

South Bay Yacht Club Rental Agreement

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, a not for profit 501 C-7 California Corporation, 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)

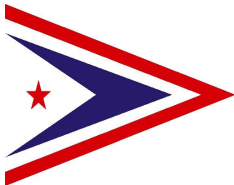
Estimated number of people attending _____.
(number)

All fees and documents must be finalized and submitted to SBYC at least 10 days prior to the event.

The Renter agrees to the following Conditions for Use:

1. BAR USE:

- a. **NO ALCOHOL, NO SOFT DRINKS, AND NO BOTTLED WATER may be brought onto the premises.** Initials _____
- b. **With prior approval**, wine and champagne may be provided by the Renter. A **corkage fee of \$10 per bottle** will apply. Initials _____
- c. **With prior approval, non-alcoholic punch is acceptable.** Initials _____
- d. Would you like to request alcoholic beverage service? (Yes)____ (No) ____
- e. Would you like to request water and soft drink service? (Yes)____ (No) ____
- f. **Beverages may ONLY be consumed in the clubhouse and back patio area.**

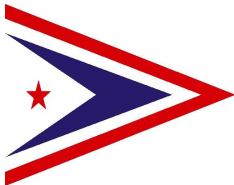


- g. If alcoholic beverages are to be served, a permit from the Alcoholic Beverage Control Board must be obtained for an additional cost of \$100. Initials_____
- h. SBYC Bartender(s) are to be paid directly by the Renter. Bartender(s) are paid \$75 each for the first 4 hours and \$25/hour for each additional hour.
- i. **The bar closes at 10:00 PM.** No exceptions. 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_____

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_____

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_____



4. **ACCESSIBLE AREAS:** Areas of the South Bay Yacht Club available to be accessed by the renter and guests include: **Initials** _____

- Main clubhouse
- Main meeting room
- Bathrooms
- Kitchen
- Front porch
- Back patio

5. **INACCESSIBLE AREAS:** The following South Bay Yacht Club areas are **off limits** and are not to be accessed by the renter or other activity participants. **Initials** _____

- SBYC dock facilities and associated shoreline
- Driveway is to be left open for fire and emergency access

6. **CLEANING:** The clubhouse will be cleaned per Club Use instructions (attached) when your event is concluded. **Initials** _____

7. **The undersigned Renter has agreed to make all their guests, invitees, employees, agents and all other attendees 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

SBYC Rental Manager Notes

Date document provided to SBYC _____

Insurance _____

ABC Permit money _____

Rental \$ Paid _____