

Shore Acres Yacht Club Rental Agreement

780 Drum Point Road

Brick, New Jersey 08723

This Hall RENTAL AGREEMENT made on the ___ day of _____, 2019 is understood and agreed to establish a contract between Shore Acres Yacht Club, hereafter referred to as SAYC and _____, referred to as the Renter residing at:

Address: _____

City: _____ State: _____ Zip: _____

Home Phone: _____

Cell Phone: _____ Email: _____

A. PREMISES & TERM of RENTAL:

- SAYC does hereby rent to the Renter and the Renter does hereby rent from SAYC the following described premises: Shore Acres Yacht Club located at 800 Drum Point Road, Brick, NJ 08723.
- The Renter is a Member or Associate of Shore Acres Yacht Club.
- The Rental Agreement does not include the use of the beach on the northwest side of the property. The Renter shall not permit guests to access the beach.
- The Rental Agreement does not include use of the lower deck or east and west facing side yards, including the use of temporary structures such as outdoor seating or party tents unless agreed to in advance by SAYC and included in the Rental Agreement. If SAYC agrees to the erection of a tent as part of this Rental Agreement, the tent must be installed by a professional equipment rental company at the location specified in Section F Additional Terms & Conditions in the Rental Agreement

SAYC does hereby rent to the Renter and the Renter does hereby rent from SAYC as specified below:

Date: _____

Time: _____ am/pm to _____ pm (Include set-up and Clean-up time)

Type of Affair: _____

Number of guests anticipated and level: _____ (1st Floor Max Capacity 90)

AND / OR _____ (2nd Floor Max Capacity 30)

A. TERMS & CONDITIONS

1. This agreement does not convey rights in the form of tenancy and the rental privilege expires as noted in Section A.
2. The Renter shall abide by all applicable laws of the State of NJ and the Township of Brick. This includes, but is not limited to, the use of alcoholic beverages, illegal substances, noise restrictions and curfews.
3. The Renter agrees to indemnify and hold free and harmless SAYC and his agents , employees, trustees and officers from and against and in respect to any and all demands, claims, causes of action, judgements, fines, penalties, damages (including consequential damages), liabilities, losses, and expenses (including reasonable attorney's fees and costs of litigation) arising from or incurred in connection with : (i) the use or occupancy of Shore Acres Yacht Club building and property by the Renter or any of the Renter's agents, employees, representatives, guests and attendees; (ii) any acts of misuse or negligence by the Renter or any of the Renter's agents, employees, representatives, guests and attendees; or (iii) any breach or violation of this Rental Agreement by the Renter or any of the Renter's agents, employees, representatives, guests and attendees: (iv) any claim or loss by reason of the Renter's use or misuse of the premises and from any claim or loss by reason of any accident or damage to any person or property happening on the premises as a result of the Renter's failure to comply with the terms herein or the Facility Use Rules set forth herein, or the Renter's negligence in overseeing the deportment or demeanor of Renter's guests.
4. The Renter **will be in attendance** for the entire event and will be responsible for the conduct of those attending the event. The Renter is responsible for any damages that occur to Shore Acres Yacht Club building or any of its contents, and property during the rental, including acts of guests, invitees and vendors (caterers, DJs, florists, photographers etc.)
5. This agreement is for a **Private Function** only, attended by the Renter, and guests invited by the Renter. Any function that is openly solicited to the general public in the form of any public advertising and/or a fee or donation is charged to attend the event will be considered a public event and not be permitted.
6. The Renter shall be fully liable to SAYC for any damage caused to the Shore Acres Yacht Club building, equipment, property or grounds during the time of the rental, including set-up or breakdown periods, by the Renter, their guests, contractors or vendors. A refundable security fee of \$500 is due no later than 30 calendar days prior to the event or with the application if request is made within 30 days of event. The liability of the Renter shall not be limited by the amount of the security fee. The Renter agrees to assume all expenses for necessary damage repairs from this rental use, and shall promptly make all necessary repairs to provide full restoration to pre-rental conditions
7. The SAYC Clubhouse 1st Floor is limited to a capacity of 90 persons and the 2nd floor of the SAYC Clubhouse is limited to a capacity of 30 persons per the Bricktown Fire Code. The Renter agrees to adhere to the listed capacity.
8. The Renter agrees that all information contained in this agreement is true. If the information in the agreement is found to be incorrect or false, the agreement will be cancelled and none of the Rental Fee Payments will be returned to the Renter
9. When a Private Function is being conducted at Shore Acres Yacht Club, the members will still have access to the amenities of the club. Members will be informed of the rental in advance and will be expected to demonstrate discretion in their activities so as not to become a disruption to the event.

B. INSURANCE

1. The Renter may be required to carry Liability Insurance (Special Events Coverage) with minimum limits of liability in the amount of \$1,000,000.00 for each occurrence for bodily injury and property damage. In cases where Liability Insurance is required a certificate of insurance must be attached to the Rental Agreement.
2. If the Renter employs any vendors or service providers including but not limited to: Caterers, DJ, Event Planners, Decorators, etc. in support of the rental or of the event, the Renter shall provide , no later than 15 days prior to the rental date, a Certificate of Insurance issued by the vendors insurance company, evidencing that the vendor maintains insurance of the following types of coverage and with limits of liability no less than \$1,000,000.00 for each occurrence and naming Shore Acres Yacht Club, Drum Point Road, Brick, New Jersey as an Additional Insured: Commercial General Liability and Workers Compensation at statutory limits, with Shore Acres Yacht Club as a certificate holder

C. FEE SCHEDULE

1. Rental Fee Payment Schedule:
 - The Renter must furnish a refundable deposit of 30% of the Total Rental Fee at the time of submitting Rental Agreement Application
 - The Renter must furnish the remaining 70% of the Total Rental Fee no later than 30 calendar days prior to the event. Failure to submit payment by this date may result in cancellation of the booking.
2. Fees may be paid by Check. Checks shall be made payable to Shore Acres Yacht Club with notation as "SAYC Rental"
3. Cancellation Policy
 - The Rental Coordinator of the club must be notified of the request to cancel
 - Request to cancel received more than thirty (30) days prior to the event shall receive a full refund
 - Request to cancel received fifteen (15) to thirty (30) days prior to the event date shall receive a 50% refund of deposit and the full security deposit
 - Request to cancel received fourteen (14) days or less from the event date will not receive a refund of the rental fee, the security deposit will be returned.
 - Should events beyond either SAYC's or Renter's control disrupt the ability to execute the Rental Agreement, the Rental Agreement will be terminated without prejudice.

D. SECURITY DEPOSIT

1. Security deposit is due no later than 30 calendar days prior to the event. Failure to submit payment may result in cancellation of the booking.
2. At the discretion of SAYC, the Renter, will forfeit any or all of the security deposit because of, but not limited to, the following reasons:
 - Damage caused to the SAYC Clubhouse, property, equipment, during the time of the rental, including set-up or breakdown periods, by the Renter, their guests, contractors or vendors.
 - The event exceeds the contracted scheduled time
 - The Renter, their guests, contractors or vendors do not adhere to the Facility Use Rules.
 - Failure to clean up discarded smoking items, including cigarette butts, that were not placed in their proper containers
 - Removal of items from the Clubhouse (tables, chairs, kitchen dishes, pots, pans, cutlery, serving pieces, coffeepots etc.)

- Failure to leave the premises in “As Found” condition will result in a deduction of some or all of the security deposit

E. ALCOHOL USE

1. Alcohol provided by SAYC

- Alcoholic beverages shall be dispensed only by the SAYC’s bartender(s) .
- If less than fifty adults, age 21 or older, are expected to attend, a minimum of one (1) bartender shall be required. If more than fifty adults, age 21 or older, are expected to attend, a minimum of (2) bartenders shall be required.
- Bartender(s) will be assigned by SAYC
- All alcoholic beverages must and will be under the direct supervision of the SAYC’s bartender(s) in accordance with ABC regulations and Facility Use Rules
- The bartender will run a tab
- Payment arrangements should be made in advance. All bar fees must be paid at the close of the rental event.
- The Renter shall assume all responsibility for any person(s) consuming alcohol while in attendance at this rental.
- The State of NJ legal drinking age is 21. No one under the legal drinking age (21) will be permitted to consume alcoholic beverages.
- SAYC’s bartender(s) reserve the right to request proof of age and/or refuse to dispense alcoholic beverages to any individual appearing to the bartender(s) to be under the legal age to consume alcohol.
- SAYC’s bartender(s) reserve the right to refuse to dispense alcoholic beverages to any individual deemed under the influence of alcohol

F. FACILITY USE RULES

1. Neither the Renter, the Renter’s agents, employees, representatives, guests and attendees shall introduce on the premises any drugs or controlled substances in violation of the of the laws of the State of NJ and the Township of Brick
2. Smoking is prohibited in the building. Smoking must be confined to outside areas and discarded cigarettes/cigars placed in proper containers. Failure to do so will lead to loss of some or all of the security deposit.
3. Alcohol Consumption:
 - The Renter shall assume all responsibility for any person(s) consuming alcohol while in attendance at this rental.
 - The State of NJ legal drinking age is 21. No one under the legal drinking age (21) will be permitted to consume alcoholic beverages.
 - SAYC’s bartender(s) reserve the right to request proof of age and/or refuse to dispense alcoholic beverages to any individual appearing to the bartender(s) to be under the legal age to consume alcohol.
 - SAYC’s bartender(s) reserve the right to refuse to dispense alcoholic beverages to any individual deemed under the influence of alcohol
4. Conduct of Guests: Shore Acres Yacht Club is in a residential neighborhood with nearby homes. The Renter is responsible for the conduct of all guests with respect to noise, access to neighboring properties and littering.
5. Noise/ Music: - In order for us to be a good neighbor, and adhere to the Brick Township Noise Ordinances, the following music/noise rules must be adhered to. Failure to follow these guidelines may result in a visit from the Brick Township Police and forfeiture of the security deposit

- *No later than 10pm* – ALL attendees must be inside with doors closed to limit outside noise
 - *No later than 11pm*: All music must end
 - *No later than 12am*: The property must be vacated
6. Caterers:
- Renters may choose to employ an outside caterer for the event. Catering specifics must be outlined in Section J Additional Terms and Conditions
 - Caterers are required to abide by all policies outlined in the Facility Rental Agreement.
 - Renters and /or their caterers are required to provide their own tableware, linens and service needs.
 - All equipment and supplies, including food, must be removed from the premises immediately after the event has ended.
 - SAYC is not responsible for any lost or stolen equipment
7. Kitchen:
- Kitchen privileges are only available for 1st floor rentals
 - The kitchen may be used to warm or prep food service.
 - SAYC dishwasher may not be used during rentals
 - The use of SAYC kitchen dishes, silverware, serving pieces and utensils is not included in the rental
 - SAYC tablecloths are not included in the rental
 - The kitchen should be returned in the same condition it was prior to the rental.
 - Do not dispose of any food or grease in any sink or toilet
8. Tables & Chairs – Use of the SAYC dining tables and chairs is included in the rental. The Renter will be responsible for all costs for any damage resulting in the repair or replacement of any table(s) and chair(s).
9. Cleaning:
The Renter is responsible for all items brought onto the premises including but not limited to, personal articles, including leftover food, decorations, tablecloths, centerpieces must be removed at the close of the rental.
10. Minors: Any rental with participants under the age of 18 is required to have at least one adult chaperone for every ten minors present during the event
11. Personal Property: SAYC is not responsible for any valuables or personal property left on the premises
12. Animals are not permitted on the premises
13. Candles: Use of candles, including votive candles, is not permitted
14. Throwing confetti, rice, birdseed, glitter, flower petals or artificial flower petals, and all other types of confetti is prohibited on the premises
15. Decorations: Decorations may not be taped, tacked, pinned, stapled or affixed in any way to the walls, ceiling, windows or any trim in the SAYC Clubhouse.
16. Parking: The Renter is responsible for guest parking and ensuring that the guests do not block driveways or streets surrounding SAYC's property.
17. Permits: The Renter is responsible for obtaining all necessary permits and licenses where required

G. NOTIFICATION OF PROPERTY DAMAGE/INJURY:

The Renter shall promptly notify SAYC in the event of any damage to any club property or injury to any guests. In the event of injury, the Renter shall provide details (type of injury, name of

J. FEES

The Renter agrees to pay the following fees for the rental specified in Section A on page 1 of the Rental Agreement:

Rental Fee [6 hours -including set-up and clean-up time]: _____

Additional Rental Hours _____ Hours @ [\$200 1st Floor/\$100 2nd Floor] per hour: _____

Lower Deck [ceremony and/or cocktail hour in conjunction with rental- \$500 -2 hours]: _____

Lower Deck [ceremony only - \$700- 2 hours including set-up and clean-up time]: _____

Bartender(s) Salary [Per bartender, \$20/hour, including set-up/clean-up time]:

Rental Fee: _____

Security Deposit: \$500

Bar Tab – Payment arrangements made in advance of event- paid in full at end of event

This rental agreement contains the entire agreement between SAYC and the Renter. The Renter does hereby agree to abide by all the terms and conditions as stipulated.

SAYC (Shore Acres Yacht Club)

SAYC Agent:

Renter

Name: _____

Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

RECORD OF PAYMENT(S):

	DATE	AMOUNT	CHECK #
Security Deposit			
Deposit (30% of Total Rental Fee)			
Additional Payment			
Final Payment (Balance Due)			
Bar Tab			