

**Key Biscayne Beach Club
685 Ocean Dr.
Key Biscayne, Fl 33149
305-361-2813**

**CLUBHOUSE RENTAL AGREEMENT
For Member Use Only**

Reservation is not complete without full payment in advance.

NAME/ ADDRESS OF MEMBER _____

HOST'S PHONE # _____

DATE OF FUNCTION _____ DAY OF WEEK _____ # OF PEOPLE _____

TYPE OF EVENT _____ TIME: FROM _____ TO _____

The member and his/her party will follow CDC Covid-19 recommended guidelines, including those related to vaccinations, mask wearing, and social distancing. **Member Initials** _____

Please note that the clubhouse is not available on Holidays.

You are free to use the clubhouse for the party, but you must be aware that as a private club, there could possibly be other members using the club & they shall have full access to the outside facilities during club working hours.

BEACHSIDE CAFÉ CATERING:

info@beachsidecafekb.com 786-597-7036

NOISE & TIME REQUIREMENTS

You will strictly adhere to the noise ordinance of KB & be responsible for any fines incurred as a result of said violation of the ordinance.

As a reminder:

Sound amplifying equipment and musical instruments. The using, operating, playing, or permitting to be played, used or operated any radio, television, phonograph, musical instrument, loudspeaker, loudspeaker system,

sound amplifier, or other machine or device for the producing or reproducing of sound so as to disturb the peace, quiet and comfort of the neighboring inhabitants, or at any time with louder volume than is necessary for convenient hearing for the person or persons who are in the room, Motor Vehicle, Motorboat or area in which such machine or device is operated and who are voluntary listeners thereto, or the operation of any such radio, television, phonograph, musical instrument, loudspeaker, loudspeaker system, sound amplifier, or other machine or device outside the following permitted hours:

- 7:00 a.m. to 11:00 p.m. on Monday, Tuesday, Wednesday, and Thursday;
- 7:00 a.m. to 12:00 a.m. on Friday;
- 8:00 a.m. to 12:00 a.m. on Saturday and Holidays;
- 8:00 a.m. to 11:00 p.m. on Sunday,

ARTICLE VI. - LIGHTING REGULATIONS FOR MARINE TURTLE PROTECTION

- **Sec. 8-401. - Purpose and intent.**

[SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD \(DOCX\) OF SECTIONEMAIL SECTIONCOMPARE VERSIONS](#)

The purpose of this article is to reduce the impacts of artificial coastal lighting on threatened and endangered sea turtles that nest on the beaches of Key Biscayne by restricting artificial lighting and other activities that disorient turtle hatchlings, causing them to crawl toward land rather than toward the ocean. This article is intended to provide overall improvements in nesting habitat degraded by light pollution, and increase successful nesting activity and production of hatchlings. The restrictions and constraints of this article shall be effective within the incorporated areas of Key Biscayne and apply to any artificial lighting that has potential to adversely impact sea turtles within Village limits.

Nesting season means the period from May 1 through October 31 of each year.

***No lights at Nighttime* means the time period between 10:00 pm and 5:00 am within the Village limits of Key Biscayne.**

(Ord. No. 2009-6, § 2, 5-12-09)

FINANCIAL

Rental fee & deposit-

- Tuesday-Thursday SEE ATTACHED PRICE SHEET (Member) + taxes
- Friday-Sunday SEE ATTACHED PRICE SHEET (Member) + taxes
- \$ 500.00- \$1,000 damage deposit, returned at the manager's discretion, providing there is no damage. It is understood and agreed that any damage, breakage, or necessary repairs in excess of your deposit will be reimbursed by you to the Beach Club.

Fifty percent (50%) of contract amount is forfeited if cancelled within 30 days of the event. \$200.00 nonrefundable fee once executed. Except for Acts of God.

The gates close at 1:00 AM. There will be a \$500 per hour fee for party break down taken after 1:00 AM.

If cancellations and changes are not made more than 30 days before the event date, 50% of the contract fee is not refundable.

SETUP and HOURS

Setup can begin at 3:00 PM. The party starts at 6:00 PM and ends at 11:00 PM on weekdays, and MIDNIGHT on weekends. The beach is not being rented. The clubhouse is what is being rented.

LIABILITY

The Key Biscayne Beach Club, its officers, directors, members, their heirs or assigns shall not be responsible nor liable for any accidents, injuries, deaths, or loss or damage to persons &/or property arising of, or in connection with, the use of the KBBC property, or connected therewith by the member or guests of the member.

Insurance policy provide by-----covering all parties, including the Key Biscayne Beach Club, Inc.

ALL OUTSIDE VENDORS MUST PRESENT PROOF OF INSURANCE INDEMNIFYING THE KEY BISCAYNE BEACH CLUB, INC.

PLEASE CHECK HERE IF YOU WILL BE NEEDING TO PROVIDE INSURANCE:

INDEMNITY

The lessee agrees to indemnify the KBBC, its officers, directors, members & their heirs and assigns, against any claim for accidents, injuries, deaths or loss or damage to persons &/or property including claims as a result of KBBC's negligence arising out of or in connection with the use of KBBC property or any part of the premises adjacent to or connected therewith by the lessee or guests of the lessee.

CLEANUP

It is understood that you will leave the Beach Club facilities in the same condition of cleanliness as they were in when you arrived. It is further understood that you must vacate the premises as soon

after midnight as your cleanup allows, not to exceed 1 A.M. If cleanup is chosen for the “next morning”. It must be completed by 10 AM. A \$200/hour rate will be charged for any party breakdown that must continue past 10 AM.

OTHER REQUIREMENTS

No tickets or charge for admission, or any donations allowed, except for Key Biscayne civic organizations functions.

Absolutely no decorations of any kind will be allowed to be attached to any part of the walls, ceiling, or exterior of the building.

- **NO POLITICAL events at the club**
- **NO GLASS (Glass bottles for example wine must be served in plastic or paper cups.)**
- **It is expected that you will provide your own main power. Please be prepared to provide your own electricity.**
- **NO Balloons**
- **NO confetti allowed**

Your request to use the clubhouse at the Key Biscayne Beach Club on the date & time of the above function has been approved, subject to your adherence to the above rules & regulations & to your signature below.

_____ I hereby agree to be responsible for all my guests to follow the rules & regulations of the Key Biscayne Beach Club.

By my signature below, I hereby agree to all the above conditions:

Responsible member’s signature and address
DATE: _____

Manager
DATE: _____

FOR MANAGERS USE ONLY (DO NOT FILL OUT)

FINANCIAL INFO (check if payment received)

DEPOSIT: <input type="checkbox"/> \$..... Check #	Staffing fees: <input type="checkbox"/> \$..... Check #	Rental: <input type="checkbox"/> \$..... Check #
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LEGAL DOCUMENTS (check if documents received)

<input type="checkbox"/> Contract signed	<input type="checkbox"/> Insurance provided
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KBBC employees working event:
