

Key Biscayne Beach Club 685 Ocean Drive • Key Biscayne • FL 33149 305-361-2813

CLUBHOUSE RENTAL AGREEMENT For Member Use Only

Reservation is not complete without full payment in advance

| EMAIL: _ | |
|-------------|-------------------------|
| DAY OF WEEK | # OF PEOPLE |
| | TIME: FROMTO |
| | EMAIL: _ DAY OF WEEK |

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 and they shall have full access to the outside facilities during club working hours.

RENTAL FEE & DEPOSIT

- Tuesday-Thursday SEE ATTACHED PRICE SHEET (Member) + taxes*
- Friday-Sunday SEE ATTCAHED PRICE SHEET (Member) + taxes*
- \$500.00- \$2,000 damage deposit, required to secure the date, to be returned at the manager's discretion, providing there is no damage. It is understood and agreed that any damage, breakage, or necessary repairs more than your deposit will be reimbursed by you to the Beach Club.
- Full payment required to secure reservation*.
- Fifty percent (50%) of the contract amount is forfeited if cancelled within 30 days of the event. \$500.00 non-refundable fee once executed. Except for Acts of God.

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

LIABILITY REQUIREMENTS

The Key Biscayne Beach Club, its Manager, 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 and/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 "COI" must be provided by ALL vendors. If alcohol is served by an entity or an individual, a separate "COI of liquor liability" or "Event Insurance Policy" must be provided for no less than \$2 million, also indemnifying the Key Biscayne Beach Club, Inc. If you or the entity cannot provide the COI/Policy for liquor, please consider the BEACHSIDE CAFÉ as an alternative.

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

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. <u>Off-Duty Police Officer is required for all parties providing music</u>. All substantial speakers must remain inside the clubhouse.

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 SECTIONSEMAIL SECTIONCOMPARE VERSIONS

Click her for Turtle Ordinance

LIGHTING REGULATIONS

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 April 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)

OFF DUTY POLICE REQUIREMENT

Parties of 75 or more guests require obtaining an OFF-DUTY Police Officer. All parties providing music are required to obtain an OFF-DUTY Police Officer. Please call Key Biscayne Police Department at 305-365-5555 for information. Send a copy of the contract and paid receipt to office@kbbeachclub.com. **NO EXCEPTIONS**.

WRISTBANDS

Parties of 65 or more guests will be issued wristbands for each guest. There will be a fee of \$20 per additional wristband if the number of guests exceeds the number per your paid contract (75/150/250/350/450). You will receive an invoice the day after your event.

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. A separate attachment shows the portion of the beach available for use.

The gates close at 1:00 AM.

There will be a \$500 per hour fee for party breakdown taken after 1:00 AM

CATERING

KEY BISCAYNE BEACH CLUB BEACHSIDE CAFÉ CATERING CONTACT:

GREICE DULLIUS 786-444-1365 / Email: dullius.inc@gmail.com

CLEANUP & REQUIREMENTS

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 (including all rental furniture/equipment) 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 \$500/hour rate will be charged for any party breakdown that must continue past 10 AM.

| Please read and check below: | |
|---|---|
| POWER/GENERATOR: It is expected that you we Inflatables/Catering/Music etc. Please be prep NO USE OF ELECTRIC COOKING, WARMING, or Clubhouse. NO EXCEPTIONS. MUSIC: MUST be inside facing towards the oce NO ATTACHED DECORATIONS of any kind will lexterior of the building. NO EXCEPTIONS. NO GLASS decorations, bottles, wine glasses. For paper cups. Broken glass found on property put NO BALLOONS of any kind. NO CONFETTI NO POLITCAL events at the club. NO tickets or charge for admission, or any done organizations functions. | ared to provide your own electricity REFRIGERATION DEVICES permitted in the ean. Off-Duty Police Officer required. be allowed to any part of the walls, ceiling, or or example, wine/beer must be served in plastic or ts the entire deposit at risk. |
| Member Initials | |
| Your request to use the clubhouse at the Key Biscay function has been approved, subject to your adhere signature below. | |
| I hereby agree to be respregulations of the Key Biscayne Beach Club. | onsible for all my guests following the rules & |
| hereby agree to all the above conditions: | |
| Responsible member's signature DATE: | Manager DATE: |
| | |

Key Biscayne Beach Club

685 Ocean Drive, Key Biscayne, Florida 33149

PHONE: 305-361-2813 • EMAIL: manager@kbbeachclub.com • office@kbbeachclub.com

| FOR MANAGER'S USE ONLY (DO NOT FILL OUT) | | | KBBC notes: | |
|--|------------------|---------------------|--------------------------|-------------|
| | | | | EVENT DATE: |
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| FINANCIAL INFO (check DEPOSIT: | | ea) | DENITA | 1. |
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| Rec'd | Crieck # | | Rec'd | |
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| LEGAL DOCUMENTS (ch | eck if documents | _ | | |
| ☐ Contract signed | | | "COI" Insurance provided | |
| | | Duty Police Officer | | |
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| KBBC employees work | ring event: | | | |
| RBBC employees work | ang event. | | | |
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