



Rental Agreement

Member Name: _____ Event Type: _____
Phone/Cell Number: _____ Location: _____
Email Address: _____ Date: _____

Additional Contact Person:
Name: _____ Start Time: _____
Phone/Cell Number: _____ End Time: _____
Email Address: _____ Guest Count: _____

Relationship to Member: _____

Rental Fee: _____

Deposit Paid: _____ Date Received: _____

This Agreement is entered into between the St. Joseph River Yacht Club ("SJRYC" or "Club"), a Michigan nonprofit corporation, and the Member defined as the renter. The final details must be reviewed with the SJRYC Manager at least two weeks before the Event.

Eligibility Current SJRYC Members in good standing may rent a portion of the facility for private events so long as they do not conflict with member use of the Club and member events. **Initial** _____

Rental Facilities

The Third Floor and The Lawn are available to rent during normal hours of operation or by Management and Board approval.

Fees

Third Floor

\$200 food and beverage minimum for daytime hours

\$400 food and beverage minimum for evening hours

Lawn (upon Board of Directors Approval)

\$1000 food and beverage minimum

An 18% service charge (calculated before taxes) and a 6% state tax (based on sales) will be added to the bill.

Gratuities may also be collected during bar service. I prefer a "tip jar", **to be used / not to be used** during my event **Initial**_____

Food and Beverage Food served on the premises must be provided by the Club's food service with the exception of cakes. All beverage on Club property must be sold and served by the Club, and may not be taken off of the property.

Alcoholic Beverages Sale and serving of alcoholic beverages must be done by SJRYC and may only be sold to a Member. The Member shall hold SJRYC harmless from all claims, fines and damages resulting from the provision of alcoholic beverages on SJRYC Premise. Alcoholic beverage consumption must be confined to Club property. **Initial**_____

Decorations The SJRYC Manager in advance of the event must approve decoration and props, set-up, tear down, and decoration times. No nails, tacks, screws, staples, etc. may be driven into walls, woodwork, ceiling, doors, floors or personal property. Glitter, confetti, potpourri, or any substance used with colored dye may not be used. Glass votives or vases may not be used for events held on the Lawn. If the Member desires to attach items to SJRYC or its personal property, or install sound systems, electrical appliances, etc., the Member must obtain prior consent from the SJRYC Manager. The Member is responsible for completely removing all decorations at the end of the Event. **No open flame allowed.** Throwing rice, confetti, birdseed, etc. is strictly prohibited. Nothing is to be attached to any chandelier. No balloons are allowed, due to overhead fans. **Initial**_____

Smoking and Fire Regulations The SJRYC building is a smoke-free environment. Guests should be so informed prior to their arrival. Entrances and exits to the building must not be blocked. Governmental rules, regulations and laws must be obeyed. Parking in fire lanes or where yellow markings are present is strictly prohibited.

Departure The building must be vacated by 12:00 am. All evening events must note 11:00 pm closing hour on invitations. Guests must vacate the facility within one-half hour after the end of the Event, although it is understood that entertainers may take longer to pack up. Next day removal of decorations may be negotiated with the SJRYC Manager. Extensions beyond this limit will incur an extra charge for staff overtime costs.

Supervision The Member's Event is limited to the rented space indicated on this Rental Agreement; the Member is responsible for keeping their agents, employees and invitees in the rental area, and for directing them out of the building and off of the SJRYC property at the end of the contracted time. Smoking areas and river access will be designated by the manager. The Member shall provide sufficient competent adult supervision during the Event. The Member shall pay the cost of special supervision (i.e. parking supervision, valets, etc.)

Use of the facility is subject to the rules of the Club. Initial _____

SJRYC Access to Event A SJRYC representative shall have right of access to the Event to determine whether the Member and/or purveyors are complying with the Rental Agreement and applicable rules.

Excessive Noise Amplified music is not allowed in outdoor spaces. **Initial** _____

Animals No animals or pets are permitted on SJRYC premises except for service dogs.

A/V and Electrical Equipment Use of electrical equipment requires SJRYC Manager approval. A/V equipment may be used during event for an additional rental fee. **Initial** _____

Parking The member must make parking arrangements with the SJRYC Manager at least three (3) weeks prior to the Event. Parking restrictions and areas reserved for members must be observed. Vehicles in violation of posted areas may be towed or ticketed at the owner's expense. Shuttle vehicles for guests are not allowed into the Club parking lot. **Initial** _____

Clean Up The Member must clear all decorations from SJRYC premises immediately after the Event, and return the rented area to the condition it was in prior to the event. If additional clean up is deemed required by Club staff, the cost of the additional clean up will be determined by the Manager and charged to the Member. The decision to charge an additional fee will be based entirely on the judgment of the Manager and/or the SJRYC Board. The Member shall be responsible for paying the additional amount within five (5) days after being billed by the SJRYC.

Payment

To hold a reservation a deposit of 50% of the food and beverage minimum is due upon signing the Rental Agreement. The remainder of the food and beverage minimum along with any additional charges is due at the conclusion of the event. Balances due that are not paid at the conclusion of the event will be charged a 5% late fee. Membership privileges will be immediately suspended pending payment of the unpaid amount and late fee. **Initial** _____

Cancellation of Rental Agreement by SJRYC SJRYC may cancel the Rental Agreement without any liability to the Member if, prior to the event, all or part of the rented space is rendered unsuitable for the Event by fire, storm, casualty, act of God or any other cause beyond the reasonable control of SJRYC. All deposits shall be returned to the Member.

Cancellation of Rental Agreement by the Member The Member may cancel the Rental Agreement at any time. If cancelled, the deposit will be returned if cancellation occurs more than 30 days before the Event. If cancellation occurs within 30 days of the Event, the total amount paid to date is non-refundable unless the space can be re-rented for a comparable rental fee. **Initial** _____

Revised July 2016

Breach of Agreement by User If the Member, guests, employees, agents or purveyors violate the terms of the Rental Agreement, SJRYC may retain any and all payments by the Member as liquidated damages, and not as a penalty, in addition to any other legal rights or remedies SJRYC may have.

Agreement Not Assignable by Member The rented space and SJRYC's personal property are for the sole use of the Member. The Member's rights under the Rental Agreement may not be assigned to another member or non-member.

Loss, Theft, Damage SJRYC is not responsible for personal property belonging to the Member, his or her guests, agents, or purveyors that is lost, stolen or damaged including rental equipment.

Hold Harmless The Member hereby releases, discharges, indemnifies and holds harmless the SJRYC and its Board of Directors, Trustees, Officers, Directors, Employees and Agents, from any and all liability, for any and all losses, expenses, and damages to person or property incurred in connection with the Event, including, but not limited to the preparation prior to and cleaning up after the Event.

Member has received, read, understood and agrees with the terms of this agreement, including the "Hold Harmless" requirement governing the rental of a Club facility.

St. Joseph River Yacht Club

Member

By: _____

Title: _____

Date: _____

Date: _____

Mailing Address:

PO Box 3
St. Joseph, MI
49085

Location "On The River":

1 Lighthouse Lane
St. Joseph, Michigan
49085

Phone:

269-983-6393

www.SJYRC.com

Revised July 2016