

DISCOVERY BAY YACHT CLUB

RENTAL AGREEMENT

Date: _____

The Discovery Bay Yacht Club, herein known as the DBYC, agrees to rent:

MAIN ROOM **or** **BILGE ROOM**

(Please Circle which room you are renting)

EVENT INFORMATION:

DATE _____

TIME _____

PURPOSE OF EVENT _____

Member Name & # _____

Member Contact # (home) _____

(cell) _____

(email) _____

Upon signing this agreement payment of the following is due:

	Main Room	Bilge Room	PAID
Rental Fee	\$500	\$200	\$ _____
Cleaning Deposit (may be refundable)	\$200	\$200	\$ _____
Officer of Watch _____ Hours @	\$15/hour		\$ _____
Bar Staff			\$ _____
**2 Staff Required 50 - 100 guests	\$100		
**3 Staff Required 100+ guests	\$200		
Total Fees Due at Time of Rental			\$ _____

Received on _____

Additional Rules & Regulations:

- This agreement may be canceled by either party, in writing – prior to 48 hours of the rental event.
- In the event of such cancellation, the prepayments will be refunded in full provided DBYC can cancel any scheduled arrangements without penalty.
- Cancellation **within 48 hours of the rental event**, results in the loss of any refund.
- The renting member will be responsible for any damage to DBYC property; it's building or contents including carpet.
- **THE RENTING MEMBER AGREES TO BE IN ATTENDANCE THE ENTIRE EVENT.**
- The renting member hereby agrees to abide by rental rules specified in a document known as Standing Rule 28
- DBYC assumes no responsibility for any property brought on to the premises by the Renter Member, their guests, or other persons with whom DBYC may have acted as agent for the Renter Member.
- The renter member shall inspect the premises prior to the rental period and shall notify the DBYC representative, in writing, of any existing damage noticed which might be a source of contention with respect to damages claimed by DBYC after the rental period. The DBYC representative will so note receipt of notification. Upon completion of the rental period, the DBYC representative shall inspect the premises to determine whether any damage occurs during the rental period. If there is any dispute about the existence or amount of damage, the DBYC representative's decision may be appealed to the Board, whose ruling is final
- DBYC will make all reasonable efforts to ensure a successful rental, but cannot be held responsible for occurrences that are beyond its control.

To the fullest extent permitted by law the renting member shall indemnify and hold harmless Discovery Bay Yacht Club, its officers, representatives, agents and employees against all loss, damage, expense, claim and liability of any kind resulting from injury or death of any person including, but not limited to employees of DBYC or injury or damage to property including, but not limited to, damage to property of DBYC arising out of or in any way connected with the performance of this contract, excepting only such injuries, death or damage caused by the sole negligence or willful misconduct of DBYC. The renting member shall, on DBYC'S request, defend any action, claim, suit or arbitration proceeding asserting a claim covered by this indemnity and hold harmless agreement. The renting member shall pay all costs that may be incurred by DBYC in enforcing this indemnity and hold harmless agreement, including, but not limited to, reasonable attorney fees.

APPROVALS

Board Approval _____

Vice Commodore or Representative
Name _____
Title _____
Signature _____

AGREEMENT TO THE CONDITIONS OF RENTAL:

Renting Member _____

SIGNATURE _____

Date: _____

ARRANGEMENTS:

Your Anticipated Guests

DBYC Club Members _____

Non-Members _____

Total # of Guests _____

FOOD SERVICE PROVIDER:

_____ Name Phone #

Will they be cooking in DBYC kitchen? _____

(Outside Food Service is required to bring All their own ingredients - no borrowing food currently located in DBYC refrigerators or freezers.)

Who will be responsible for Kitchen Cleanup? _____

**DBYC Food Service Provider (Al Kuling) is generally available for your convenience.
Al Kuling via cell phone 925-759-5980**

ADDITIONAL BAR SERVICES

If you need to special order chilled Champagne, wine, etc. You can contact our Bar Supervisor
Bar Supervisor Christi O'Farrell 634-1210 x 12

MUSIC PROVIDERS

Our Rear Commodore has a list of DJ's and Bands who frequent our facility. You may contact our Rear Commodore for recommendations and contact info

SPECIAL NEEDS/REQUESTS FOR YOUR EVENT

_____ Potential Additional Fee
1 _____
2 _____
3 _____

Total Additional Fees _____

OFFICER OF WATCH ASSIGNED TO THIS EVENT

Name _____

*The officer of Watch will need to check in each person into the event

*All guests will wear name badges during the entire duration of the event

BARTENDER ASSIGNED TO THIS EVENT OR REQUESTED

Name _____

Clubhouse Rental Rules:

28.1 MAIN UPSTAIRS ROOM:

- 28.1.1 The main upstairs room is available for rent by Club members at \$500.00 per event plus a \$200 refundable cleaning deposit. Club rental also requires an Officer of the Watch @ \$15.00 per hour. This rental does not include the rental of the kitchen facilities. Rental of kitchen facilities if a club food service provider is not used is \$50-this applies to outside caterers and Members using the kitchen. A date is not reserved until all fees are collected and the rental agreement is approved by the Governing Board and signed by the Vice Commodore or his/her representative. **(Revised 3/2003) (Revised 2/2009)**
- 28.1.2 There is no rental of the Club by non-members. Renting Members may rent only for their use while sponsoring a function for themselves or immediate family members, i.e. grandparents, parents, children, or grandchildren. Renting Member may also rent the Club for another Member. The renting Member must be in attendance during the entire period of the rental when their guests are in the Clubhouse. There is no rental of the club for business functions. **(Revised 5/2005)**
- 28.1.3 The Club's main upstairs room is not available for rental any day or evening that the Club has a scheduled event. A "scheduled event" is defined by the Governing Board. All rentals must be flexible so as to allow use of the room by other members of the Discovery Bay Yacht Club. Each rental must be reviewed and approved by the Governing Board and will be evaluated on a case by case basis.
- 28.1.4 Rental and prices are contracted for a maximum of five hours. Additional time may be arranged through the Vice-Commodore or his/her representative. Additional time, up to two hours, may be purchased at the rate of \$100 per hour.
- 28.1.5 The maximum number of people at a rental event is 160 and a guest list must be provided to the Vice Commodore before the event. No beverages may be brought to the club's property. **(Revised 2/2008) (Revised 2/2009)**
- 28.1.6 No Person under 21 years of age may be served or consume alcoholic beverages, assuring compliance with the no under-age drinking rule. The breaking of this rule, or any Federal, State, or local laws will be grounds for immediate termination of the event with all fees and deposits forfeited. **(3/2007)**
- 28.1.7 A club representative or Board designated replacement will be present during all rental events.
- 28.1.8 The renting member must negotiate food preparation and service with the Club Concessionaire or current food service offered by the Club as "right of first refusal." Special-occasion cakes may be brought in. **(Revised 03/2005) (Revised 2/2009)**
- 28.1.9 Decorations may be free standing or tied only to the rings and wires that have been placed around the Club. Under no circumstances will the use of pins, tacks, nails, staples, or tape be allowed. Violation of the above will result in forfeiture of the deposit or a portion thereof.
- 28.1.10 Rice, birdseed or confetti may not be thrown any place on Club property.
- 28.1.11 All functions over 50 persons will be required to provide additional DBYC Staff. If the function is attended by less than 50 people, no additional bar staff is required. If the function is attended by between 50 and 100 people, two DBYC employees will be required and the renting member must pay for the additional employee at the rate of \$100 for the event. If the function is attended by more than 100 people, three DBYC employees will be required and the renting Member must pay for two employees at the rate of \$100 each per event. These fees are in addition to the rental fees and deposits. **(Revised 3/2003)(Revised 2/2009)**
- 28.1.12 Any entertainment for a social event will be the responsibility of the person(s) renting the Club facility. However, such entertainment must be of the type that would not be deemed offensive by individuals in attendance. Any lewd or offensive entertainment will be cause for the immediate termination of the event.
- 28.1.13 See SR 8.6. **(4/2007)**

28.3 Bilge Room-Member Only Private Parties Rental Rules:

- 28.3.1 Rental is not available at any time the Club has scheduled a "Special Event".
- 28.3.2 An "Application Use" form must be presented by the sponsoring member to the Vice Commodore prior to the event.
- 28.3.2.1 A \$200.00 use fee and a \$200.00 refundable cleaning deposit shall accompany the application.
- 28.3.3 SR 13.1 and SR 13.2 are suspended with the approval of the application.
- 28.3.4 Outside beverages are not to be brought into the Bilge Room.
- 28.3.5 The DBYC applicant shall be responsible for compliance with all facility use rules.
- 28.3.6 The renting member must negotiate food preparation and service with the Club Concessionaire or current food service offered by the Club. Special-occasion cakes may be brought in.
- 28.3.7 If a bartender is used, the bartender must be a DBYC employee. Each bartender required will be an additional \$ 100.00 charge for up to a 5 hour period and paid prior to the event date.
- 28.3.10 Decorations may be free standing or tied only to the rings and wires that have been placed around the Club. Under no circumstances will the use of pins, tacks, nails, staples, or tape be allowed. Violation of the above will result in forfeiture of the deposit or a portion thereof.
- 28.3.11 Rice, birdseed or confetti is not allowed to be thrown any place on Club property.
- 28.3.12 Use is limited to five (5) hours.**

NOTE: The maximum number of people at a rental event is 50 in the Bilge Room and 75 if the patio is also used.

CLEAN UP AND DECORATIONS

Kitchen

Dishes washed & put away
 Pots/Pans washed & put away
 Floor mopped

Room

Decorations, paper goods and party mess taken to trash bins
 Furniture, chairs, tables must be returned to their original position
 Wipe down tables
 Decorations in lavatories from your event must be removed

ANY clean up not performed will be assessed as additional janitor cleanup

(Additional Janitor hours required clean up of this event)

_____ Hours

Observations from Director/House & Grounds, Janitorial Staff

ACCOUNTING

Cleaning Deposit

Additional Janitor clean-up

\$15/hour

_____ Hrs

Other items of repair or damage

- 1 _____
- 2 _____
- 3 _____

Total Damages

Amount due or refunded

Clean up and Accounting Approved by:

House & Grounds _____

Vice-Commodore _____

Thank you for renting the DBYC clubhouse. We look forward to future rentals and hope that you found the facility to be in excellent shape. Your Cleaning Deposit will be refunded upon the approval of the Director of House and Grounds and verification of the Vice-Commodore. To ensure a timely refund, please be sure that you clean up after your event so that our employees will not be required to return the area to the useable condition by all club members.

Copies to:

- ____ Club
- ____ Bar Supervisor
- ____ Treasurer
- ____ Administrative Assistant
- ____ Club Member (Renter)