

Discovery Bay Yacht Club Rental Agreement

Request Date: _____ **RENTER:** _____ **Rental Date:** _____

Rental Party Information: This is the person(s) responsible for the rental

Name:	Primary Phone:	Email:
Alternate Contact:	Phone:	Email:

The Discovery Bay Yacht Club: (DBYC) Agrees to rent for: To:

The Main Dining Room ☐ or The Bilge Room ☐ or the entire club ☐

On the following Days: For the following Event:

Beginning at: **and Ending at:** **(5 hours Maximum)**

Approximate number of: **DBYC Members:**

Other Members:

ABC 218 Liquor License form required:

Required when guest(s) or non-member % > 50%

Rental Type	Rental Description	Main Room	Bilge Room	Entire Club	Cleaning Deposit	ABC Charge *	Total Amount
1	Member - Exclusive Use	\$1,000.00	\$400.00	\$2,000.00	\$300.00	\$100.00	
2	Member - Non-Exclusive Use > 50	\$100.00	\$100.00	n/a	\$200.00	\$100.00	
3	Member Meeting - Exclusive	\$300.00	\$100.00	\$500.00	\$100.00	\$100.00	
4	Member Mtg/rental - Non Exclusive < 50 max	no charge	no charge	n/a	\$100.00	n/a	
5	DBYC affiliate/reciprocal organization or YC	\$300.00	\$100.00	n/a	\$200.00	\$100.00	
	Outside Food Service Fees	\$500.00	n/a	n/a	\$400.00	n/a	
	Only if outside service uses DBYC Kitchen Facilities for preparing and/or cooking food						
	Extra Hour(s) Fees						
	Charged at \$ 100/hr. (up to 2 hours maximum)	# Hrs.	# Hrs.	# Hrs.			
	Officer of the Watch (OOW) Fees						
	Charged at \$ 25/hr.	# Hrs.	# Hrs.	# Hrs.			
	Extra Bartender Fees Charged at \$25/hour						
	1 Bartender included with rental	# req.	# req.	# req.			
					Rental Cost (approx)		

The following deposit amount is due at the signing of this agreement:

All rentals must be approved by the governing board prior to being placed on the club calendar.

3rd party rentals are not allowed. Rental cannot be made on days already identified for specific DBYC event or functions.

Non-Exclusive is defined as: A rental of the rented area that does allow other members to have access to the same rented area.

Exclusive is defined as: A closed event such that un-invited members may not use any section of the rented area during the rental time.

Signature of Renter: _____

Date: _____

Approval of Board: _____

Date: _____

ARRANGEMENTS:

Food Service Provider: Company Name _____

Contact Person _____ Phone Number _____ Email _____

DBYC does not supply plates, utensils, spices, condiments, etc.

The Bay Grill is usually available at competitive prices and with flexible menus.

ADDITIONAL BAR SERVICES

If you need to special order chilled Champagne, wine, etc. contact the Rental Committee. This request must be submitted no later than 10 days prior to the date of the event.

MUSIC PROVIDERS

Rear Commodore has a list of DJ's and Bands who frequent our facility.

Rearcommodore@dbyc.com

SPECIAL NEEDS/REQUESTS FOR YOUR EVENT (Potential additional fee)

1. _____
2. _____
3. _____

Total Additional Fees: _____

OFFICER OF THE WATCH ASSIGNED TO THIS EVENT

Name: _____

The officer of the watch is required and will check in each person into the event. A guest list is to be provided to the Club Rental Committee 7 days prior to event. All guests must wear name badges or wrist bands during the entire event.

BARTENDER ASSIGNED TO THIS EVENT OR REQUESTED:

Name(s) _____

Name _____

Important Club Rental Information

1. Renting Club Member must be in attendance during the entire event. Renting club member will be permitted to come into club during the day of the event to decorate. No tacks, nails, hooks, or tape is allowed on walls. All decorations must be taken down and the club at the end of event. No rice or confetti is allowed.
2. Band cannot remain parked on turn around or use the handicap elevator to bring in equipment. They may use the handicap ramp located on the right side of the building.
3. All arrangements concerning the bar must be defined and agreed to by the Club Rental Committee.
4. Linens can be ordered through the Rental Committee at cost to renter.
5. Security deposit for cleaning will not be applied to final bill.

6. Food, band, and other items are not included in the Club Rental Agreement and will be charged based on rental planning sheet estimates, actual labor hours, and detailed in the final billing.
7. The Officer of the Watch is to be given a list of attendees at least 1 week prior to the rental event. The Officer of the Watch will assist in signing in all guests and helping with the badges and/or wrist bands. One or the other must be used (no exceptions). Wristbands are recommended for more formal events where clothing may be inappropriate for badges. Separate (different color) wrist bands or means of showing the attendee is a minor are required. Minors are not allowed in club after 10 pm.
8. No persons under the age of 21 will be allowed to order or be served alcoholic beverages.
9. The maximum seating capacity is: 160 for the Main dining room and 60 for the Bilge Room.
10. Time extensions beyond regular business hours or in excess of the 5-hour maximum are priced at \$100 per hour (Maximum 2 additional hours).
11. While there may be no rental fee, a rental agreement is required, and the rental is subject to Board approval.

Additional Rules & Regulations (Renting Member Must Initial Each One):

- _____ No previous expelled members or guests will be allowed in the Club.
- _____ Extra bartender is required if there will be more than 60 people in attendance. Extra bartender charge is \$25.00 an hour.
- _____ This agreement may be canceled by either party, in writing - prior to 72 hours of the rental event. In the event of such cancellation, the prepayments will be refunded provided DBYC can cancel any scheduled arrangements without penalty. Cancellation within 72 hours of the rental event, will result in the loss of any refund of fees paid.
- _____ The renting member will be responsible for any damage to DBYC property, its building or contents including dance floor, carpet, furniture, bathroom, or loss of bar or kitchen supplies.
- _____ 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 Renting Member, their guest, or other person(s) with whom DBYC may have acted as agent for the Renting Member.
- _____ The renting member shall inspect the premises prior to the rental period and shall notify the DBYC representative, in writing, of any pre-existing damage which might be a source of contention with respect to damages claimed by DBYC after the rental period. The DBYC representative shall inspect the premises to determine whether any damage occurred 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 for occurrences that are beyond its control.
- _____ Club Rentals will adhere to all Standing Rules 28 through 28.3.12. See attached club rules for more information.

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 any way connected with the performance of this contract, excepting only such injuries, death or damage caused 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.