



St. Joseph River Yacht Club

Mailing Address:
P.O. Box 3
St. Joseph, MI 49085

269-983-6393
SJRYC.com

Location "On the River":
1 Lighthouse Lane
St. Joseph, Michigan

Y2004 Rental Agreement

MEMBER INFORMATION

Name: _____

Address: _____

Member Number: _____

Home Tel: _____

Office Tel: _____

Additional Contact Person:

Name: _____

Address: _____

Home Tel: _____

Office Tel: _____

EVENT INFORMATION

Function Type: _____

Area Rented: _____

Date: _____

Start Time: _____ Finish Time: _____

Expected Attendance: _____

Rental Fee: \$ _____

Security Deposit: \$ _____

Other Fees:

Set Up Fees: \$ _____ /person

Clean Up Fees: \$ _____

Will Food be Served? Yes ___ No ___

Will Beverages be Served? Yes ___ No ___
Alc. beverages must be provided by SJRYC
and paid for by an SJRYC Member.

Circle Beverages to be Served:

Beer Wine Liquor Non-Alcoholic

This Agreement is entered into between the St. Joseph River Yacht Club ("SJRYC" or "Club"), a Michigan non-profit corporation, and the Member defined as the renter. Review the final details 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.

Rental Facilities The third floor of the Club may be rented. Rental rates vary based on the day of the week. A minimum charge¹ based on the following table will apply to all rentals:

1. Weekdays – a minimum charge of \$250 per day.
2. Friday evening – a minimum charge of \$400 per event. Due to the TGIF dinner held for Members on Friday evenings, rental for any Friday event will be at the discretion of the Club Manager.
3. Saturday afternoons or evenings – a minimum charge of \$1,200 per event.
4. Sunday afternoons – a minimum charge of \$500.

Areas available for rent outside the Club include the following:

1. The lawn between the Clubhouse and the river, including a portion of the Rumline Bar may be rented. An evening function of five hours requires a minimum charge of \$2,500. If desired, the lessee may contract for a tent. Outside amplified music may be employed for an additional \$400. By City permit, the number of outside amplified music events is limited; therefore, SJRYC Board approval is required.
2. The pool and pool patio are available for rental before or after regular pool hours. The base rental for a two-hour period is \$100 plus the cost of food and drinks served. Lifeguards, if desired, are in addition, and the renter's responsibility.

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

Food and Beverages Food served on the premises must be provided by the Club's food service. All beverages on Club property must be sold and served by the Club, and may not be taken off 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.

¹ Minimum charge includes room rental, beverages and food. If the total food and beverage bill exceeds the minimum charge, no separate rental fee will be assessed.

Special Beverage Service for Rental Events with Non-Member Purchases

Alcoholic beverages are permitted on the St. Joseph River Yacht Club premises only in accordance with the State of Michigan Liquor Control Commission laws, rules, and regulations. A special license is required for all events serving alcohol that 1) charge admission fee of any kind, 2) charge participants for food, and/or charge for alcoholic beverages. The Club may obtain a limited number of these special permits each year; two of them are yearly commitments. Obtaining a special license for serving alcohol can take four weeks or more. Plan adequate lead-time. The renter group must provide special liability insurance or coverage under existing insurance (in a minimum amount of \$500,000 and showing the St. Joseph River Yacht Club, as additional insured) and must file it with the St. Joseph River Yacht Club ten days prior to the Event.

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, ceilings, doors, floors or personal property We ask you not to use glitter, confetti, potpourri, or any substance used with colored dye. 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. All candles must be in hurricane holders or other suitable holders. Throwing rice, confetti, birdseed, etc. is strictly prohibited. Nothing is to be attached to any chandelier. NO BALLOONS are allowed, due to overhead fans.

Smoking & 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 Sunday through Friday, the building must be vacated by 12:00 midnight; all evening events should note 11:00 pm closing hour on invitations. Saturday functions must be vacated by 1:00 am; all evening events should note 12:00 midnight closing hour on invitations. Guests must vacate the facility within one-half hour after the end of the Event, although it is understood that caterers, entertainers and purveyors may take longer to pack and clean-up. All parties must vacate the Premises no later than one hour after the posted closing of the Event. 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 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.

SJRYC Access to Event An 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 Sound levels shall not exceed 80-decibels.

Animals No animals or pets are permitted on SJRYC premises except for dogs assisting handicapped guests such as seeing eye or hearing aid dogs.

Electrical Equipment Use of electrical equipment requires SJRYC Manager approval.

Parking The Member must make parking arrangements with the SJRYC Manager at least three weeks prior to the Event. Observe parking restrictions and areas reserved for members. Off-site City parking lots are available for excess parking at no extra charge, and valet/van service is the responsibility of the lessee. Vehicles in violation of posted areas may be towed or ticketed at owner's expense.

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 the additional fee will be based entirely on the judgment of the Manager and/or the SJRYC Board. SJRYC may, in its sole discretion, apply cost to accomplish cleaning and/or repairs to all or part of the security deposit. If the security deposit does not cover SJRYC's costs, then the Member shall be responsible for paying the additional amount within five (5) days after being billed by the SJRYC.

Payment

- **Deposit** Fifty-percent (50%) of the minimum charge must be deposited with SJRYC with the signed Rental Agreement to hold the reservation. The remainder of the minimum charge must be paid no later than 30 days prior to the date of the event. Any additional actual charges above the minimum would be paid at the conclusion of the event.

- **Security Deposit** The Security Deposit is equal to one half of the minimum charge and must be received by the SJRYC at least one month prior to the Event. The Security Deposit will be returned to the Member within thirty (30) days after the Event, less deductions, if any, for the following:
 1. Repair of damage to SJRYC facilities or its tangible personal property caused by the Member, his or her guests, agents or purveyors
 2. Excessive clean-up, if found necessary by SJRYC staff, at \$25/staff/hour.
 3. Late departure from SJRYC at \$100.00 per hour service charge
 4. Special personnel: Actual cost incurred.
 5. Special supervision: Actual cost incurred.

Charges in excess of the Security Deposit will be billed to the Member. The Member agrees to reimburse SJRYC for the full amount.

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 three months before the Event. If cancellation occurs within three months of the event, the total amount paid to date is non-refundable unless the space can be re-rented for a comparable rental fee. The Security Deposit is refundable.

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.

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: _____