

# Marquette Yacht Club Rental Application and Agreement

## **Rental Application** (information provided by applicant)

Name of Applicant:

Date of event:

Hours of Event:

Purpose of event:

Number in attendance:

## **Rental Agreement** (to be prepared by MYC Secretary)

### **Marquette Yacht Club Facility Rental Agreement**

The following terms and conditions govern rental of Marquette Yacht Club facilities by Regular or Joint Members (hereinafter Member or Renter).

#### **PLEASE READ THIS CONTRACT CAREFULLY:**

If there are any parts of the contract you do not understand, contact the House Committee Chairperson or Club Secretary.

#### **RENTALS AND FEES:**

Reservations to rent Marquette Yacht Club (MYC) facilities are accepted from Regular/Joint Members only, on a first come, first served basis. Upon request, MYC will provide access to the club for a preliminary showing before you submit your completed rental application. Once a signed Rental Application and a Date Reservation Fee is received that date will be held for you. The remaining fees are due at least 14 days prior to the event.

If you need to cancel your event, you must do so in writing. In this case, all fees will be refunded except the Date Reservation Fee.

The MYC Board reserves the right to refuse a rental application if, in their judgment and decision by the Board, they determine the applicant is unwilling or unable to ensure that they and their guests will take proper care in the use of the property. In addition, MYC reserves the right to order the cessation of all activities and the immediate eviction from the property in the event of significant violation of the terms of this agreement, or otherwise unauthorized or dangerous activities. In the event the renter is directed to leave the premises, they acknowledge they shall not be entitled to a refund of any portion of the rental fees. Failure to comply with an order to vacate may also result in forfeiture of deposit, and notification of the proper authorities.

As established by the Marquette Fire Department, the maximum occupancy for an event scheduled inside the MYC building is 21 people. MYC is not responsible for any lost or stolen property or articles.

#### Fees for this event are:

Date Reservation Fee (non-refundable, paid at the time of application).	\$_____
Rental Fee (Credit for reservation fee. Pay by 7 days prior)	\$_____
Security Deposit (Pay by 7 days prior)	\$_____

The date reservation fee will be applied toward the rental fee if the event is held.

Your Security deposit will be returned within 14 days after the function. The deposit is subject to deduction for damage to the premises/grounds beyond fair wear and tear. If insufficient, you will be billed for any additional fees.

MYC reserves the right to cancel a reservation at any time due to emergency situations including, but not limited to, power outage, fire, flood, or an Act of God.

### **ADDITIONAL RENTAL INFORMATION:**

This section provides important information about renting the Club such as rules about noise levels, decorations, and serving alcohol.

#### **Exclusive Use of Facilities**

An approved and scheduled rental agreement does not restrict reasonable access of MYC Club Members to their docks, the washrooms or parking, except as otherwise agreed in writing and announced to all Club Members in advance by inclusion on the Club calendar of events on the MYC webpage.

#### **Noise Levels**

Noise levels (including music) must be kept to a volume consistent with the time of day, other activities on adjacent public and private property, and local laws.

#### **Decorations**

Decorations may be put up. Care will be taken not to damage the property. Use of nails or other fasteners that leave holes or other damage of any kind in the Club building or deck is prohibited. All decorations must be removed after the event. Candles are allowed only on tables with appropriate holders.

#### **Kitchen and Restroom Use**

The kitchen may be used to heat food in the electric oven and stove and keep food and drinks in the refrigerator. You must supply your own dishes and silverware. You will need to supply all other expendable items, i.e., trash bags, tablecloths, glasses, etc. Restrooms are normally stocked with soap, paper, trash receptacles, etc.; however, the renting Member is responsible to ensure sufficient supplies are available for the event and to furnish any additional supplies that may be required, including but not limited to cleaning supplies.

#### **Tents and Lawn Use**

Rental and personally owned tents, chairs, tables, etc. may be set up on the lawn outside of the club house, provided that the location of tents, etc. is agreed to in advance by the House Committee Chair or designated representative. All such use of the lawn shall be accomplished without damage to the surface of the lawn other than reasonable wear and tear. Although the Club maintains the lawn, there is no lawn service available other than through to the efforts of MYC volunteers. As a result, in the event that the renting Member desires lawn cutting, watering, etc., the Member can coordinate with the House Committee Chair for the Member to perform or hire someone to perform the desired landscape maintenance services.

#### **Post-Rental Cleanup**

The building and grounds will be cleaned to their original condition by noon the day following the event or as otherwise expressly agreed in writing with the House Committee Chair. All garbage (including all cigarette butts, cups, plates, etc.) must be removed from the premises. Any garbage left onsite will result in a deduction from your deposit depending on cost to rectify.

**Docks and Boats**

Except for Members and member’s guests using their own boats, the floating docks are off-limits for the group or organization participating in the rental. Likewise, the MJYC boats and other Member boats stored on land are off-limits. The renting Member shall insure that the Member’s guests are aware of and comply with these limitations, which are intended to protect guests from injury and to protect other Members’ private property from damage or theft.

**Alcohol**

If you plan to serve alcohol with a cash bar, paid caterer, or other circumstance where consideration as defined in section 913 of the Michigan Liquor Control Code is given, you must obtain and provide the MYC with a copy of the appropriate State Liquor Commission approval documentation. This permit must be posted in a prominent place within MYC on the day of the event. If there is no cash bar but alcohol is served to event guests, an alcohol endorsement on an insurance certificate must be provided.

**Parking**

MYC parking is limited, and existing parking policies shall apply to rentals for private events. Members with parking stickers, including but not limited to those invited to the event, may park on club property on a space available basis. Particular care will be taken to ensure that restrictions on parking that apply to the joint use area between the Club and the adjacent property are honored by attendees. The renting Member is obligated to ensure that guests are informed of the parking restrictions and advised to park in the adjacent City Parking Lot on the south side of Main Street.

**LIABILITY INSURANCE:**

Liability insurance for events with more than 15 guests is required from the Member renting the club. Renters shall provide Corporate, Homeowners, or Certificate of Liability Insurance for their event and provide proof of such insurance as required in the MYC rental policy. Lack of proof of insurance will result in cancellation of the event. In the case where a Member sponsors an approved rental for an organization (i.e., a charity, church group or other association), the organization shall have liability insurance that includes the MYC as “additionally insured” during the rental period.

**INDEMNITY:**

The Renter hereby agrees to defend, indemnify, and hold the Marquette Yacht Club, MYC board members, managers, insurance carriers, and assignees harmless against any and all claims, costs, suits, actions and liabilities, including reasonable attorneys’ fees and costs (including costs and fees associated with any lawsuit or appeal) arising by reason of any injury or claim of injury to person or property, of any nature and howsoever caused, arising out of Renter’s use, occupation and/or control of the Marquette Yacht Club, or from any activity, work, or thing done, permitted or suffered by Renter in or about any violation of any governmental or insurance requirements by Renter, its invitees or others who are guests or employed by the Renter.

**SIGNATURES:**

THE UNDERSIGNED CERTIFIES RENTER’S UNDERSTANDING OF THE FOREGOING POLICIES AND AGREES TO COMPLY WITH SAME. THE RENTER UNDERSTANDS THAT NON-COMPLIANCE MAY RESULT IN FORFEITURE OF DEPOSIT AND ASSUMPTION OF ANY LIABILITIES RESULTING FROM NONCOMPLIANCE WITH ANY OF MYC’S RENTAL POLICIES.

\_\_\_\_\_  
(Renter’s Signature)

\_\_\_\_\_  
(Printed name)

\_\_\_\_\_  
(Date)

**FOR THE MARQUETTE YACHT CLUB:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)