

## Club Rental Policy

The Marquette Yacht Club (MYC) grounds are available for rental by Full Members only. A written request for events larger than 15 people will be submitted to the MYC Board detailing the nature of the event, estimated attendance, and time the Club is needed. Approval or denial of the request will be determined by the MYC board. Care will be exercised so that the informal friendly nature of the club is not compromised. Renting the Club does not give the renter the right to keep other members from using the Club. The renter is responsible for prompt clean up and restoration afterwards.

No fee will be charged for small informal gatherings hosted by a full member involving 15 people or less and which do not infringe on use of the clubhouse or grounds by the membership. An application is not necessary, but permission should be requested from the Event Coordinator, and logged on the club calendar to assure there are no conflicts.

Requests from full members to host private events involving more than 15 people will be considered by the board if the applicant has been a member for at least 1 ½ seasons prior to submitting a request. If approved, the fees and requirements are as follow:

Number of people	Min. Fee	Refundable security deposit	Formal application	Insurance
1-15	none	none	No. Informal request only	Not required
16-50	100	100	Yes, 30 days prior	Not required
51-100	200	250	Yes, 30 days prior	Show proof
More than 100	500	500	Yes, 60 days prior	Show proof

- Cost may be greater depending on event details.
- Only one event greater than 15 people per year per member will be approved.
- The MYC will only permit large events (>100) during non-holiday weekends, and will approve no more than 3 per year.
- Additional details on rental requirements are noted on the rental application form.
- Insurance coverage must list the MYC as an additional insured with minimum coverage of \$2,000,000

The Board may approve community service events and community fundraising events with the rental fee and conditions determined on a case by case basis. Events for Club associated entities (e.g., MJYC, Ensign Fleet, Laser Fleet) will be considered separate from these rules and will normally not involve a fee.

Rental requests received from non-members will not be considered and commercial events will not be approved. A commercial event is defined as one where an event organizer hosts the event as a business venture for personal gain.

# Rental Agreement

## **Marquette Yacht Club Facility Rental Agreement (Draft V1)**

The following terms and conditions govern rental of Marquette Yacht Club facilities by Full 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 Full Members only, on a first come, first served basis. However, once a signed rental agreement and a \$\_\_\_\_\_ Reservation Deposit is received that date will be held for you. The remaining fees are due no later than 30 days prior to the event. Your fees will be kept in a MYC account at \_\_\_\_\_ Bank.

Rental rates are as follows: \$\_\_\_\_\_ an hour for a minimum of 4 hours; \$\_\_\_\_\_ all day. In the event that setup of the event requires a second or third day, the rental rates for each such additional day(s) is \$\_\_\_\_\_. A \$\_\_\_\_\_ deposit is also required for all rentals.

If you need to cancel your event, you must do so in writing 31 days or longer before your event date. All fees will be refunded except the \$\_\_\_\_\_ Date Reservation Deposit. No refunds will be made if you cancel your reservation 30 days or less before your event date.

As established by the Marquette Fire Department, the maximum occupancy for an event scheduled inside the MYC building is \_\_\_\_ people.

Your 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 is not responsible for any lost or stolen property or articles.

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 insure 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 evacuation of the clubhouse and 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.

Upon request, MYC will provide access to the club for a preliminary showing before you submit your completed rental application.

### **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 low volume consistent with the time of day and other activities on adjacent public and private property.

#### **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, table cloths, glasses, etc. Restrooms are normally stocked with soap, paper, trash receptacles, etc.; however, the renting Member is responsible to insure 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 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**

Building and grounds will be cleaned to original condition by noon the day following 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 (inside and out including restroom garbage, etc.). Any garbage left onsite will result in a \$\_\_\_ deduction from your deposit. In addition, MYC's rate for cleaning is \$\_\_\_\_\_ per hour plus cost of cleaning supplies, and will be deducted from your deposit. A \$\_\_\_\_\_ minimum fee applies to any such cleaning by MYC.

#### **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 (an open bar, cash bar, etc. with the exception of guest BYOB) 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.

#### **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 insure that restrictions on parking that apply to the joint use area between the Club and the adjacent property, as posted at the entrance to the joint use driveway, are honored by attendees. The renting Member is obligated to insure that guests are informed of the parking restrictions and advised to park in the adjacent Marquette City Parking Lot.

#### **LIABILITY INSURANCE:**

We will need proof of liability insurance from the Member renting the club. In the case where a Member sponsors an approved rental for a separate non-profit or for-profit organization renting the club (I.e., a charity, church group or other association), the organization should already have liability insurance; however, we will need a copy of that organizations policy that has listed the MYC as "additionally insured" during the rental period. Individual Members will be able to bring in a copy of their homeowners insurance policy with extended liability coverage for an event rental.

**INDEMNITY:**

The Renter hereby agrees to defend, indemnify, and hold the Marquette Yacht Club, 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.

Renter shall provide Corporate, Homeowners, or Renters Certificate of Liability Insurance for their event and be prepared to show proof of such insurance if asked by a MYC representative. 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.

**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.

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(Renter's Signature)

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(Printed name)

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(Date)

**FOR THE MARQUETTE YACHT CLUB**

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(Signature)

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(Printed name)

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(Title)

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(Date)