

13830 SE 145<sup>th</sup> Ave. Rd. East Lake Weir, Florida 32133

Member Event Coordinators Mailing Address: **Building & Grounds Rep.** Kate Murrell (352) 209-3551 (cell) Lake Weir Yacht Club Jack Harward 352-288-9517 P. O. Box 68 East Lake Weir, Florida 32133 Name of LWYC Member Requesting Use of Club for Private Event: \_\_\_\_\_ Reservation Date(s) \$ 300.00 **Reservation Fee** \$ 150.00 Time of Use Security Deposit \$ No earlier than 9AM nor later than 11PM Total Due 450.00 (Depends on function and Club availability)

Change/Cancellation Date \_\_\_\_\_ (30 days before event date)

## **Terms and Conditions**

Only a LWYC member in good standing may have use of the LWYC facilities. Member use of facilities must be approved by the Board and are not confirmed until Board approval is received. The member must maintain their membership in good standing through the period of use. If a person terminates their membership, the reservation will become null and void. The Club reserves the right to limit access based on the member/event holder and the nature of the event.

- 1. The Lake Weir Yacht Club shall be available for use to members ONLY. THIS MEANS THAT THE <u>LWYC MEMBER USING THE CLUB MUST BE PRESENT ON THE PREMISES AT ALL TIMES</u> DURING THE ENTIRE EVENT, TO INCLUDE PRE-EVENT SETUP AND POST-EVENT CLEANUP. THE LWYC MEMBER IS RESPONSIBLE FOR ALL CLUB PROPERTY AND THE CONDUCT OF ALL GUESTS. THE MEMBER IS RESPONSIBLE FOR ALL DAMAGES.
- 2. Member reservations are for the member's personal use; noncommercial and not reimbursed by another party.
- 3. The LWYC member will be the contact person with the Member Event Coordinator and will act as the designated manager during the event.
- 4. The LWYC member will pick up and return the Club key as directed by the Member Event Coordinator.
- 5. The LWYC member will keep the club key in his or her possession at all times.
- 6. The LWYC member and the Member Event Coordinator or their designee MUST do a pre-event walkthrough at least 24 hours prior to the event. The time and date of the pre-event walkthrough will be determined by the Member Event Coordinator or their designee.
- 7. At the end of the event, after cleaning and restoring the Club to proper order, the Member Event Coordinator or their designee, will make a final inspection and determine whether to refund all, part, or none of the security deposit. If there are any damages which exceed the amount of the security deposit, the LWYC member using the facility will be billed accordingly.
- 8. The member holding the event shall be required to provide event liability insurance naming the Lake Weir Yacht Club as additional insured in the amount of \$1,000,000/\$2,000,000. Evidence of event liability insurance must be submitted 48 before the Event, to the Member Event Coordinator.
- 9. All events are deemed to be at the member's own risk. The member agrees to hold harmless the Lake Weir Yacht Club, its members, officers and Board members. The member accepts all risks and agrees to reimburse LWYC for any costs to restore the facility to the same condition as when reservation time began, if necessary.
  \_\_\_\_\_\_(Initials).
- 10. Occupancy shall be limited to <u>45</u> cars which must be parked on club property in the parking lot in front of the building or the grassy area behind the building only.
- 11. Maximum number of persons shall be limited to <u>100</u> during event period. (No Exceptions)
- 12. Conduct must be decent and compatible with residential area; noise shall be kept to a minimum.
- 13. All outside activities must cease at 10PM. No loud noise is permitted outside after dusk.

Member Initials: \_\_\_\_\_



- 14. No overnight use of the club or property is allowed.
- 15. Doors to the building must remain closed at all times to control insects, noise and air conditioning costs.
- 16. No cooking in the kitchen, only warming of food is allowed.
- 17. There is no garbage disposal in the kitchen. All food scraps and other trash must be placed in plastic trash bags and removed from the premises by the member using the facilities.
- 18. Alcoholic beverages may be served during member use, however:
  - a. Alcoholic beverages ARE NOT to be served to underage persons as defined by the state of Florida.
  - c. The SELLING of alcoholic beverages is strictly prohibited. Member using the facilities may not sell beer, wine, mixed drinks, or any other form of alcoholic beverages.
  - d. No alcohol permitted in the parking area, dock or beach. No beer kegs permitted inside the building, on the porch or dock.
  - e. The member is responsible for all alcohol consumed on the premises.
- 19. Possession, sale, or use of illegal/controlled substances or weapons on the LWYC property is strictly prohibited.
- 20. No congregating in parking area anytime.
- 21. Pets are not permitted in the building or on the grounds during a member use event.
- 22. No swimming, fishing or wading allowed.
- 23. GLITTER, Rice, confetti, or paper petals MAY NOT BE USED; birdseed may be used ONLY OUTSIDE THE BUILDING
- 24. NO SMOKING AT ANY TIME ON ALL CLUB PROPERTY.
- 25. NO CANDLES OR OUTSIDE FIRES OF ANY KIND WILL BE ALLOWED ON THE PREMISES. No open fires on the ground. BBQ grills and off-the-ground cookers are allowed provided the grill is set a safe distance (minimum 10 feet) away from the building and any other flammable items.
- 26. The rental of the LWYC does not include use of the TV, speakers or amplifiers.
- 27. Decorations may be attached to surfaces, ceiling and floors with masking tape or other fasteners which WILL NOT leave permanent marks when removed.
  - a. No decorations may be attached to flags or burgees.
  - b. NAILS, THUMBTACKS, STRAIGHT PINS, OR STAPLES MAY NOT BE USED.
  - c. PICTURES, PLAQUES OR OTHER LWYC DECORATIONS SUCH AS FLAGS OR BURGEES MAY NOT BE REMOVED OR CHANGED.

### ABSOLUTELY NO RUNNING, JUMPING OR DIVING OFF DOCK! \_\_\_\_\_ (Initials)

### List of Things You Must Furnish

- 1. Trash can liners (33 gallon size). We'll supply the first round. Please reline all cans.
- 2. All kitchen and serving utensils. Kitchen is provided bare.
- 3. All food, condiments, plates, glasses, napkins, silverware, etc.
- 4. Table coverings (all tables must be covered).

### **Reservation Fee and Security Deposit**

- 1. Submit a personal check to Lake Weir Yacht Club for the total amount of the Reservation Fee along with a completed Event Reservation form to the Member Event Coordinator. Reservations and dates are not final until approved by the LWYC Board of Governors. There will be a \$30 fee plus additional associated bank charges for a returned check.
- 2. Cancellations:
  - a. The Cancellation/Change deadline is 30 days prior to the event.
  - b. A full refund will be provided if an event is cancelled before the cancellation deadline.

Member Initials:



- c. Failure to notify the Club of a cancellation prior to the deadline will result in a forfeiture of all or part of the reservation fee amount.
- 3. The security deposit is in addition to the reservation fee and must be made in order to hold a calendar date. Security deposits may be forfeited for failure to observe the Terms and Conditions of the use of the Club.
- 4. Changes to the date of the event may be made prior to the cancellation date, subject to availability.
- 5. If the LWYC member-event manager falls ill or for any other reason other than for his or her convenience cannot attend the function, the LWYC Member Event Coordinator must immediately be notified and a surrogate member be approved and designated by the Member Event Coordinator. If this cannot be accomplished within a reasonable time frame, the event must be immediately cancelled.
- 6. In the event of a dispute of any member use terms, LWYC Board and its Member Event Coordinator will deal ONLY with the LWYC member using the Club.

## Member Event Holder Responsibilities

- 1. General condition of the building and grounds must be clean and free of damage.
- 2. <u>TABLES AND CHAIRS ARE NEVER TO BE TAKEN OUTSIDE</u>. Please replace tables and chairs exactly where you found them.
- 3. Please check the outside grounds and remove any trash. It is important to check the entire property including the parking area.
- Turn off all air conditioners using the switch on each of the 3 thermostats. (2 IN MAIN ROOM, 1 IN CARD ROOM) You will not hear an air handler running if the systems are off. (LEAVE FAN SWITCH ON AUTO)
- 5. If the heater is being used, turn it off at switch on the wall under the heater.
- 6. Turn off all lights, including the outside door lights, and lock doors from the inside and exit through the front door. Lock front door. Also lock the gate as you exit the property.
- 7. Make sure that the Club key is returned as directed by the Member Event Coordinator.
- 8. Club to be returned to the appropriate condition at the conclusion of the event.
- 9. The LWYC member is in charge of the event and is fully responsible for the actions of all guests and shall oversee the proper use of the building, associated equipment, furnishings, and shall be present for the entire event.
- 10. LWYC is not liable for any personal injuries, damage to or loss of personal property of using member and their guests incurred while on LWYC property or after leaving LWYC.
- 11. Due to the historic significance and centurion age of the LWYC, if for any reason the LWYC becomes "unusable" and, in the reasonable opinion of the LWYC, cannot be utilized by the using member due to act of GOD or other circumstances beyond the reasonable control of the LWYC and which occur after the Event Reservation has been signed and accepted, the LWYC will notify the using member as soon as reasonably possible and will provide a full refund to the using member. The LWYC will take reasonable steps to correct the situation and will attempt to accommodate the using member in securing an alternate date. The LWYC shall have no other liability to the using member and, by signing this application, the using member hereby releases the LWYC, its members and officers, from any and all liability for damages which may be suffered by the using member resulting from or arising out of any cancellation of the Event Reservation as described in this paragraph.
- 12. In consideration of the acceptance of this Event Reservation application, the requesting member hereby agrees to forever defend, indemnify and hold the LWYC, its members and officers, harmless from and against any and all expense, damage or liability of any nature that results from or arises out of this event. The liability of all using parties shall be joint and several.

# I have read and agree to the above terms and conditions of use of the facilities and will be the party responsible for their observance.

#### Type of Event (Function), Be Specific:

Member Initials:

Name of LWYC Member(s)		Signature(s)	
Address		Phone	
		Work	
City	State Zip		
		Email	
LWYC Board Approved	Disapproved	_	
Date	Officer Signature		