



Green Pond Yacht Club

## RENTAL AGREEMENT

This AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_, 20\_\_ by and between the GREEN POND YACHT CLUB, INC. (hereinafter the "Club") and \_\_\_\_\_ (hereinafter the "User").

### WITNESSETH:

The Yacht Club (hereinafter the "Facility") is available for daily rental each year for the period **September 15 to May 15** to any Club members of good standing with a minimum of two years' continuous membership or to any organization sponsored by a Club member or members, with a minimum of two year continuous membership.

The Club and User agree as follows:

1. The Club will rent the Facility to the above named User on \_\_\_\_\_, 20\_\_, from \_\_\_\_\_ (am)(pm) to \_\_\_\_\_ (am)(pm) with the following number of people in attendance: \_\_\_\_\_. The User will pay the Club **\$800.00** for the rental of the Facility, along with a deposit of **\$250.00**. These monies are to be submitted via separate checks payable to the Green Pond Yacht Club upon the execution of this Agreement. The \$800 rental check will be held for deposit in the Club's account until the day of the event, and the \$250 security deposit shall also be held and returned to the User after the event subject to paragraphs 2 and 3. The User may cancel this Agreement **thirty (30)** days prior to the rental date without any obligations to the Club, other than the forfeiture of the \$250 deposit.
  
2. This agreement is subject to the following conditions:
  - (a) The rental is subject to, and the User agrees to comply with, the rules and regulations of the Green Pond Corporation. During your event guests are limited to the use of the Facility and its grounds. It does not include the use of the beaches, tennis courts, etc.
  
  - (b) This Agreement is subject to the approval of the Green Pond Corporation and the **User agrees that the maximum attendance at the function will be limited to 100 people, unless the User obtains written permission from the Club to increase the attendance.**
  
  - (c) **It is the User's responsibility to supply the Corporation, prior to your event, a list of attending guests.** This is for security purposes to assist who is on duty at the "Guard Shack".
  
  - (d) The rental is limited to a **five (5)** hour period for the event. The event may not exceed five (5) hours without the **express written approval** of the club. An additional charge of **\$120.00** per one **(1) hour** will be assessed for any hour or part of an hour the event continues beyond the five (5) hour limit. **If the above agreed upon times of the rental are changed in any way it is the User's responsibility to inform the Club in writing of said change prior to the event or any additional charges may apply.** There will be no charge for set-up and cleanup times. All **weekday** (Mon-Thurs) events must end by 11pm; **Weekend** events (Fri-Sun) must end by midnight unless otherwise agreed to by the Club prior to the event.

(e) **It is the User's responsibility to obtain written approval of the Green Pond Corporation to serve alcoholic beverages at the above event and provide that approval to the Club prior to the event** and not to sell alcoholic beverages or charge a fee for the event if alcoholic beverages are served without obtaining any licenses required by law. **In addition, it is strongly recommended that the User obtain a one-day insurance rider to their homeowner's policy protecting them from any liabilities that may occur from serving alcohol at the event.**

(f) The Club agrees that the Facility will be provided to the User in a clean and orderly condition. The User is responsible for all damage to the Facility and agrees to clean the Facility after the event (such as vacuuming, cleaning of kitchen, bathrooms and main room, etc.) and to have it in the same condition as it was prior to the rental. If additional chairs, tabletops, and deck furniture are moved or added they too must be returned to their original positions. Inspection forms must be signed before and after the event by the User and a GPYC board member. All garbage generated during the event must be removed from the Club property by the User or placed in the proper Club dumpster inside the fence enclosure. If using an outside catering service you must make them aware of this policy.

(g) The rental **does not include the use of any equipment** of the Facility other than **tables, chairs and kitchen appliances (except the dishwasher)**. Table coverings are the responsibility of the User; the Facility will not provide or rent table coverings, dishes, glasses, silverware or cooking utensils.

(h) This Agreement cannot be assigned and the User cannot sublet the Facility. The User agrees to be in attendance during the rental, and the User agrees that he will not allow any other person or entity to use the Facility described in this Agreement without the written permission of the Club.

(i) The User agrees not to permit the use of any games of chance or gambling devices and will not permit any public nuisances or immoral acts during the use of the Facility.

(j) The User agrees that the Club will not be considered the sponsor of any event held by the User, and the Club assumes no responsibility related to the actions occurring before, during or after the use of the Facility. The User shall be liable for all liability for any personal injury to any person using the Facility or to any member of the public arising from or relating to the User's rental of the Facility. The User shall be liable for any damage to the property on the premises or to the Facility arising from or relating to the User's rental of the Facility.

(k) The User agrees to indemnify and hold the Club, its officers, employees and representatives harmless from any and all claims, suits, actions and expenses on any kind or character whatsoever, including without limitation all legal fees and litigation costs and expenses, and to pay any judgment which may be entered against the Club arising from or relating to the User's rental of the Facility.

3. If the Facility is damaged the Club shall notify the User, make any necessary repairs or replacements, and forward a statement to the User for the cost of the repairs or replacements. User agrees to pay the statement within **ten (10)** days of its receipt.
4. Current Yacht Club Board of Directors members may rent the facility for ½ the above contracted amount (\$400). The reduced rental fee only applies to private events for said member and immediate family. The \$250 deposit still applies.
5. Current Yacht Club members may **sponsor** a non-member individual, group or organization. The rental cost for a sponsored event shall be \$800 and the \$250 deposit still applies. The member must attend his/her sponsored event.

**IN WITNESS WHEREOF** the parties have caused this Agreement to be executed this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

**CLUB MEMBER RENTING -- OR SPONSORING THE INDIVIDUAL, GROUP OR ORGANIZATION USING THE FACILITY:**

\_\_\_\_\_  
(Name printed)

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

**GREEN POND CORPORATION HEREBY CONSENTS TO AND APPROVES THE RENTAL OF THE CLUB UNDER THIS AGREEMENT:**

\_\_\_\_\_  
(Name printed)

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

**GREEN POND YACHT CLUB, INC. REPRESENTATIVE:**

\_\_\_\_\_  
(Name printed)

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