

# Kenosha Yacht Club Use Agreement

## Classification of Events

**Member Events** are for an immediate family member or for the member directly.

**Sponsored Events** are events that are not directly related to the members' personal business or immediate family. The member sponsor must sign the contract and be present at the event. The sponsor and Facility User are solely responsible for charges and damages the attendees of the event may incur.

**Non-Member Events** are any event where a member will not sign a contract and be present, are classified as Non-Member Events. The Facility User is solely responsible for charges and damages the attendees of the event may incur.

Kenosha Yacht Club (KYC) member activities shall take precedence over all other uses of facilities. Events constitute a 24 hour period.

## SIGNAGE AND ADVERTISING

No events hosted at KYC can be posted publicly and no public advertisements can mention the Club's name or address without Board approval. Authorization to use KYC facilities does not imply endorsement or approval of any group or activity.

## PAYMENT REQUIREMENTS

All events over 25 people will require a signed agreement and a 50% deposit upon completion of the sign agreement. This will reserve the date and will be entered on the KYC website calendar so that it does not conflict with other potential events. One check is required for the rental fee and for the security deposit.

## RENTAL RATES

	MEMBER EVENT	SPONSORED	NON-MEMBER
DOCK	\$200.00	\$300.00	\$500.00
UPPER CLUB ROOM	No Charge	No Charge	\$50.00
SOUTH LAWN	No Charge	No Charge	\$50.00
SECURITY DEPOSIT	\$100.00	\$150.00	\$200.00

**Pricing can be altered or waived upon KYC Board approval.**

## **SECURITY DEPOSIT**

The security deposit must be paid in the same check with the rental fee deposit. Names and addresses of any outside vendors to be used should be submitted with the security deposit check. A certificate of liability insurance should also be submitted. The security deposit is refundable within 15 days of the completion of the scheduled event unless a damage or penalty assessment has been made, in which case the security deposit refund may be delayed for up to 30 days. Any damage to the facility or furnishings will be deducted from the security deposit refund. If any damage exceeds the amount of the security deposit, the additional amount will be due immediately upon notification of the damage to the KYC Board or designative board member. If the facility is not properly cleaned and left in a satisfactory condition as outlined in the Use Agreement, the security deposit will be forfeited in full. Any failure to adhere to the terms of use as set forth in this Use Agreement will also result in full forfeiture of the security deposit.

## **CANCELLATION REFUND**

Cancellations may be made up to 30 days prior to the scheduled event for a full refund of the rental deposit and security deposit. For cancellations made less than 30 days prior to the scheduled event the rental fee will be forfeited and only the security deposit will be refunded in full.

## **PROPERTY OF RENTING PARTY**

The KYC and its Board of Directors assume no responsibility what so ever for any property placed upon the premises by the renting party, their agents, patrons, servants, guests, or employees during the period of the rental. KYC assumes no responsibility for the damage or loss of any merchandise or personal articles brought onto Club property during a rental. The Facility User is responsible for any damage. For events over 100+ people, the Facility User may be required to hire Security Personnel for the duration of the event.

## **DAMAGE TO THE PREMISES**

If the buildings, docks, premises, or any portion thereof is damaged by the act, default, or negligence of the renting party, their agents, patrons, servants, guests or employees, or other persons under their control, the renting party will forfeit the security deposit and will be fully liable for all damages done to the facilities, will pay the KYC such sum as shall be necessary to restore the premises to its previous condition.

## **INDEMNIFICATION AND AGREEMENT TO HOLD HARMLESS**

The Facility User agrees that the function will be conducted in an orderly manner and in full compliance with all applicable laws, regulations and Club Bylaws, Rules and Procedures. The renting party agrees to indemnify and hold the KYC and its Board of Directors harmless against all loss, damage, negligence, expense, unknown defects in or inefficiency, theft, fire, water, accident or cost of any sort or nature on account of any injury to persons or property of any character arising out of or in any way connected with the operation, handling, or use of the premises, including damages resulting from the consumption of alcohol by the renting party, their agents, patrons, servants, guests, or employees.

## **NON-PERFORMANCE**

If, for any reason beyond its control, including, but not limited to, accidents, KYC operations, commodities or supplies, acts of war or terrorism or acts of God, the KYC is unable to perform its obligations under this agreement, such non-performance shall be excused and the KYC may terminate this Agreement without liability of any nature whatsoever upon the return of the Facility Users' deposit. In no event shall the KYC be liable for consequential damages of any nature for any reason whatsoever.

## **ASSIGNMENTS / USES**

The renting party may not assign this agreement or sublet the whole of any part of the premises. The property and facilities are available to non-profit and/or private parties only. Commercial use is prohibited.

## **ALCOHOLIC BEVERAGE CONTROL RULES**

The renting party will ensure that consumption of alcoholic beverages is restricted to designated areas, and that only beverages served by the KYC Restaurant/Bar are permitted. All alcoholic beverages will be administered in accordance with the City of Kenosha Code of General Ordinances, Chapter X, Alcohol Beverages 10.01 Adoption of Statutes.

## **CONDUCT OF FUNCTION**

The Facility User agrees that the function will be conducted in an orderly manner and the number of attendees does not exceed the authorization capacity of the facility. The Facility User must be present at the scheduled event. All Federal, State, and Local laws, regulations and licensing requirements must be enforced, including but not limited to:

1. Smoking is prohibited in the facility.
2. Gambling is not permitted on the KYC premise.
3. Animals are not allowed inside the building, except for service animals. Animals brought onto the KYC grounds must be on a leash. Users are required to clean all waste promptly.

## **PARKING**

The KYC Parking lot is specifically for the parking convenience of the members, their guests and Restaurant/Bar patrons. Renting of the KYC parking lot is prohibited. For events with 50+ people, a parking attendant will be hired by the Facility User to direct their guests to alternate parking.

## **USAGE OF DOCK AND SOUTH LAWN**

The Facility User may erect tent(s) no more than two days prior to a scheduled event and must be removed no more than 1 day after the conclusion of the event. If altered times are required, they will need KYC Board approval.

1. The maximum allowable tent size for the concrete Dock area north of the KYC main building is 40 X 80 feet.
  - a. Anchoring methods for the concrete Dock area are **limited to water barrels only, and shall be so stipulated in the tent rental agreement.** THERE SHALL BE NO EXCEPTIONS.
  - b. The use of anchoring pins, spikes, drilled concrete inserts or any other concrete piercing or altering method of anchoring is strictly forbidden anywhere in the concrete Dock area.
2. The maximum allowable tent size for the South Lawn of the KYC main building is 20 X 20 feet.
  - a. Single-use anchoring pins or spikes removed with deconstruction of tent may be used in the lawn area only.
3. Outdoor events will require the use of port-a-potties in compliance with local codes. KYC facility bathrooms will not be available for use.
4. Outdoor events having more than fifty guests may require special arrangements for trash disposal and collection.
5. Access to the derrick and/or cranes may not be restricted at any time during an event.
6. It shall be the responsibility of the KYC and/or Restaurant Management to cordon off the areas designated for the particular sponsored event.
7. Any outdoor entertainment must comply with local ordinances.
8. No food, liquids or foreign materials may be discharged into the surrounding water or grounds.
9. Facility User agrees to deposit all trash accumulated during the event in the Club's on site dumpster, unless Facility User has contracted with the Club to perform this service.

**I have read and understand the entire Kenosha Yacht Club Use Agreement and I agree to be bound by its terms.**

TYPE OF EVENT ( ) MEMBER ( ) SPONSORED ( ) NON-MEMBER

DATE OF EVENT \_\_\_\_\_

NUMBER OF PEOPLE ATTENDING \_\_\_\_\_

INSURANCE CERTIFICATE (If applicable) \_\_\_\_\_

X \_\_\_\_\_ (Facilities User) Date \_\_\_\_\_

Address \_\_\_\_\_ Phone # \_\_\_\_\_

X \_\_\_\_\_ (Sponsor) If applicable Date \_\_\_\_\_

Address \_\_\_\_\_ Phone # \_\_\_\_\_

**Administrative Use Only:**

Payment	Amount \$ _____ Date Received _____ Received by _____
Type if Payment	( ) Check ( ) Other _____
Security Deposit	\$ _____ Date Received _____ Received by _____
Board Approval	Date Submitted to Board _____ Date that Board approved rental _____
Refund	Date that Board approved refund _____ Date refund was processed _____ Processed by _____ Return by ( ) Destroy/return deposit check  ( ) KYC Check ( ) Other _____
House Chair Acknowledgement	Name _____ Date _____
Restaurant/Bar Acknowledgement	Name _____ Date _____