

Rockport Yacht Club Facility Rental Agreement

Made this _____ day of _____, by and between the Rockport Yacht Club, INC., herein known as RYC and _____, herein known as the Renter, (Address) _____, (State) _____, (Zip Code) _____, (Telephone Number) _____ (Additional contact) _____.

WITNESSETH, that RYC does by these presents rent and demise unto the Renter the following property: The Rockport Yacht Club Clubhouse, located at 722 Navigation Circle, Rockport, TX 78382. The rental includes the exclusive use of the building and attached decks and porches, excluding the lower dock and pier for the rental period. This also includes the use of the air conditioning or heating systems, tables, chairs, kitchen facilities and the ice machine. The bar is available under the conditions spelled out below.

Rental Fee: For the agreed sum of \$ _____, the Renter may occupy the premises from _____ a.m./p.m. o'clock until _____ a.m./p.m. o'clock on _____, the _____ day of _____.

Damage Deposit: A damage deposit of \$300 is required for all events and uses. This deposit is fully refundable upon approval of the RYC House Committee Chairman.

Cleaning Fee: A fee of \$125 will be collected at the time the contract is signed for the facility to be cleaned after the rental.

Returned check fee: There will be a fee of \$50 for returned checks. If the returned check fee is not paid and the rental fee is not paid in full within 5 days of notification, the Rental Agreement will be cancelled and any monies paid will be retained as partial liquidated damages.

Use of Bar and Alcohol: The RYC bar is a **State of Texas Licensed Establishment**. All laws/rules/regulations promulgated by the Texas Alcoholic Beverage Commission (TABC) must be complied with by RYC and the Renter, including:

1. Only alcohol purchased by the RYC may be served or consumed at the bar or on the premises. (This includes the upper decks and porches.)
2. No alcoholic beverages of any kind may be brought onto or removed from the premises.
3. It is recommended that the bar be open for a maximum of 4 hours.

Bartenders/fees/setup/cleaning: Bartenders will be TABC certified and provided only by RYC. In addition to the facilities rental fee, the Renter will be responsible for a charge of \$20 per hour worked for each bartender. If the number of guests is 50 or more, 2 bartenders will be required. Payment will be rendered to bartender(s) directly at the close of the rental event. An additional one hour payment (\$20) to the bartender is required for setup and cleaning of the bar.

Alcoholic Beverages: Alcoholic beverages may be served only by the RYC provided bartender(s) and only to those persons of legal age to consume alcohol. Minors at functions where alcohol is served must be accompanied by a parent or guardian and may not be seated within 15 feet of the bar. All drinks will be provided at the posted bar prices unless prior arrangements (such as an "open bar", etc.) have been made with the RYC bar manager. (In this case, all alcoholic beverages must be purchased by the Renter through the RYC bar manager.)

Payment of fees: Fees must be paid in full 30 days in advance of use. A deposit of at least 25% of the rental fee is required upon the execution of this Rental Agreement if the agreement is executed prior to 30 days before the event.

Cancellation and Refunds: Cancellations prior to 30 days before the scheduled event will receive a full refund of any monies paid. Cancellations of less than 30 days before the scheduled event will result in a 50% refund of the use fee and a full refund of the Damage deposit and Cleaning Fee. In the event that RYC can not deliver possession of the premises upon commencement of the Rental term, through no fault of its own, then RYC shall have no liability to the Renter but the rental herein provided for shall abate and all monies paid shall be refunded to the Renter.

Key Control: No duplicate keys may be made. The key may be picked up 24 hours in advance of the event and must be returned within 24 hours after the event.

Parking: Absolutely no parking in the fire zone in front of the RYC Facilities. This is a tow away zone. Handicapped parking places are designated and may be used for vehicles with a proper handicapped permit only.

Fire Code: Maximum occupancy is **103** persons. Fire exits may not be obstructed or blocked. Renter shall not admit a larger number of individuals than can be lawfully, safely and freely move about the facilities.

Smoking: Smoking in the Clubhouse is strictly prohibited. Smoking is permitted on the decks and porches provided the Renter provides proper receptacles for the disposal of smoking materials.

Children: Children must be accompanied by a parent or guardian when on the deck and are not permitted on the docks.

Fishing: Fishing from the deck, dock or boat slips is not permitted.

Access to Decks: The doors to the porches and decks can only be left open or propped open when Heating or Air-conditioning is not in use.

Security: Renter is solely responsible for supervising all individuals during their event. RYC is not responsible for providing this supervision. The Renter will assure that all property belonging to RYC is safeguarded against damage, destruction, loss, removal or theft.

Set up / Clean-up / Decorations: The following conditions apply.

- Renter, caterers, bands, transporters of rental equipment and related individuals will not be permitted access to the RYC Facilities prior to or after the specified event rental time. Renter will be responsible for arranging access during the time requested for entry and exit of the facility.
- Renter shall not prepare or decorate the clubhouse prior to the specified time of the event.
- Renter shall not use or permit to be used any nails, hooks, tacks, screws, poles, stakes, staples or other forms of fasteners on any part of the facility and shall not make or allow to be made any alterations to the facilities of any kind whatsoever.
- Tables, chairs and other equipment shall be cleaned, folded and stored in their designated place in a neat and tidy manner. All equipment and fixtures shall be left in good working condition.
- Renter shall not store any equipment or materials at the clubhouse or adjoining property without the prior written approval of the RYC Facilities Manager or their designee.
- Renter shall be responsible for any damage to the RYC Facilities and/or its contents during use. In the event damage occurs or excessive cleaning is required, Renter shall be charged for any janitorial services required as well as for any repairs or repair services required.

Miscellaneous Terms and Conditions:

1. Renter will comply with all local, state and federal laws and regulations.
2. Gambling of any kind is not permitted.
3. Pets or animals are prohibited except for the use of guide dogs.
4. RYC may impose additional requirements as deemed necessary to protect the health, safety and/or the welfare of the community, and the best interests of the Club.
5. Stage, sound systems, projectors and podiums are the responsibility of the Renter.
6. No fireworks or hazardous materials of a dangerous, flammable or explosive character of any kind are allowed.

Cooking / Catering: No open flame cooking is allowed within the clubhouse. Caterers may use food warming devices that are approved by the RYC Facilities Manager or their designee. The use of gas grills on the deck may be approved by the Facilities Manager. Should the gas grills be used, there will be a fee for gas usage.

Indemnification and Insurance:

1. Renter shall indemnify, defend, and hold harmless the RYC, its officers, employees and agents from all losses, costs, expenses, claims, liabilities, actions or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Renter’s use or occupancy of the RYC Facilities and adjoining property. Renter further agrees to pay all court costs and attorney’s fees incurred by RYC in enforcing legal action, or any of RYC’s other rights under this agreement or Texas law.
2. Renter shall report any personal injuries or property damage arising at any time during and/or arising out of or in any way connected with the event. Such a report or notification will be made immediately to the RYC Facilities Manager or their representative, verbally, and confirmed in writing within 24 hours.
3. If any provision of this agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

The parties to this agreement accept the above terms and conditions and have set their hand the date as written above.

RYC Representative

Renter

Position

Printed Name

Rockport Yacht Club, Inc.
722 Navigation Circle
Rockport, TX 78382

Payments:	Amount Due	Amount Paid (Cash, Check, Amount, Date)
Rental Deposit (25% Minimum)	_____	_____
Rental Fee Balance Due	_____	_____
Damage Deposit (\$300) (refundable if there are no damages)	_____	_____
Cleaning Fee (\$125)	_____	_____
Bartender(s) (\$20.00/hour)	_____	_____
Alcohol Purchase(s) – To be arranged with the RYC Bar Manager:	_____	_____

Miscellaneous: _____

(All checks to be made payable to RYC except for the Bartending Fees)

Rockport Yacht Club Rental Rates

Monday thru Thursday Single Day Usage	RYC Member	Non-Member
0 up to 3 hours	\$ 50	\$ 200
4 up to 5 hours	\$ 100	\$ 400
6 up to 10 hours	\$ 175	\$ 700

Friday, Saturday, Sunday & Holidays

0 up to 3 hours	\$ 100	\$ 400
4 up to 5 hours	\$ 150	\$ 800
6 up to 10 hours	\$ 200	\$ 1,000

If renting for multiple, consecutive days there is a 10% discount off the daily fee.

Rental rates include the upper decking and the veranda around the building.

Bartenders/fees/set-up/cleaning:

Bartenders will be TABC certified and provided only by RYC.

Bartender Fee: \$20.00/hour worked for each bartender

Note: If the number of guests is 50 or more, then 2 bartenders are required.