



## 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 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 Yacht Club (hereinafter the "Facility") on \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_(am)(pm) to \_\_\_\_\_(am)(pm) for \_\_\_\_\_ (Attendance \_\_\_\_\_ people) and the user will pay the Club **\$800.00** for the rental of the Facility, together with a deposit of **\$250.00**. The deposit will be paid upon the execution of this Agreement and subject to paragraphs 2 and 3, shall be returned after the rental. In the event this Agreement is cancelled, the deposit will not be refunded.
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.
  - (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) 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. There will be no charge for set-up and clean-up times. All **weekday** (M-Th) events must end by 11pm; **weekend** (Fr-Sun) must end by midnight unless otherwise agreed to by the Club prior to the event.
  - (d) The User agrees not to serve alcoholic beverages without the written approval of the Green Pond Corporation 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.
  - (e) 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 kitchen, bathrooms, main room etc.) and to have it in the same condition as it was prior to the rental.
  - (f) The rental **does not include the use of any equipment** of the club other than **tables, chairs and kitchen appliances**. Table coverings are the responsibility of the User; the Club will not provide or rent table coverings, dishes, glasses, silverware or cooking utensils.
  - (g) 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.

- (h) 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.
  - (i) 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.
  - (j) 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. The full rental fee shall be paid to the Club **sixty (60)** days prior to the rental date. 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 deposit
5. Yacht Club BOD members may rent the facility for ½ the above contracted amount only if the event will be sponsored and attended by said member.

**IN WITNESS WHEREOF** the parties have caused this Agreement to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Club Member renting -- or sponsoring the person organization using -- the Facility\*

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

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

**Green Pond Corporation hereby consents to and approves the rental of the Club under this Agreement.**  
GREEN POND YACHT CLUB, INC. REPRESENTATIVE

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

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

Witness:

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

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