

Rules and Regulations for Events at the Everett Yacht Club

The following terms and conditions shall govern Renter's use of the Everett Yacht Club. We thank you for your adherence to these terms and conditions. In return, the Everett Yacht Club offers you our commitment to be fair, flexible and above all, professional.

- **Payment of balance due:**
 - In order to reserve the Everett Yacht Club for an event, a copy of this agreement must be signed and the coordinator must receive the specified deposit and/or prepayment. The total balance is due no later than 30 days prior to the event.

- **Deposits and Refunds:**
 - A non-refundable deposit of fifty percent (50%) of the total rental fee is required to reserve the Everett Yacht Club. This deposit will be deducted from your total balance due. If the function is cancelled, for any reason, all deposits are forfeited. (The minimum deposit is \$1,000.00)
 - A \$500.00 refundable damage deposit is required with the remainder of the rental fee 30 days prior to event. Damages, room setup, takedown, extra cleaning and or extra hourly staffing fee will be deducted from the damage deposit. If insufficient, renter shall be billed accordingly.

- **Caterers:**
 - Caterers must prepare meals off site but will be allowed to "plate up" and serve from our kitchen.
 - Caterers are to adhere to cleaning list located in kitchen

- **Rental Includes:**
 - Tables and chairs to accommodate 190 people. Client is responsible for set up and arranging tables and chairs as well as putting arrangement back to original setup. (see diagram)
 - Banquet tables
 - Plates, glassware & flatware. (Clients and or caterers are responsible for washing, separating, and restacking in the proper location.)
 - Use of outside deck
 - Sound and P/A system

- **Alcohol:**
 - **Groups serving alcohol must obtain a banquet permit from a Washington State Liquor Store. This permit must be posted on the day of the event in a prominent place within the Everett Yacht club.**
 - **Alcohol consumption and service shall be in compliance with all Washington State Liquor Laws.**
 - **Alcohol service must conclude 1/2 hour prior to the end of the event.**
 - **Beer Kegs are not allowed**

- **Damage/Loss:**
 - **The facility will be assessed for damages after each event. If the facility has been damaged, Renter will be charged and shall pay the costs associated with any repairs, replacement of furnishings or equipment, carpet cleaning (beyond normal wear). This amount will be deducted from the \$500 deposit. If insufficient, renter will be charged with additional fees.**
 - **The Everett Yacht Club is not responsible for any lost or stolen property or articles.**
 - **If the Everett Yacht club is destroyed or damaged by fire, flood or any cause, or if any other casualty or unforeseen occurrence renders the facility impracticable or unsafe to use or occupy, or there is a loss of the use of the club for any other reason beyond its control, then this agreement shall be terminated. In such cases, the renter's sole remedy shall be limited to a refund of monies paid to the Everett Yacht Club. Renter expressly waives any and all claims for damages, liability, or other compensation from the Everett Yacht Club on account of such termination.**

- **Occupancy Limit:**
 - **Occupancy for the Everett Yacht Club is 200 people or less (INCLUDING CATERING PERSONNEL, MUSICIANS, ETC). This limit has been established by the Everett Fire Department and must be observed.**

- **Restrictions on use:**
 - **No animals are allowed inside the premises, with the exception of Assistance dogs.**
 - **No children under the age of 18 are allowed in the facility without adult supervision.**
 - **No taping or tacking meeting materials or decorations to the walls or woodwork.**
 - **No rice, confetti, birdseed or any kind of celebration material may be tossed inside or outside the Everett Yacht Club.**
 - **Fog or smoke machines are prohibited.**
 - **Candelabras, tapered candles and candles producing an open flame are not permitted. Only candles with an enclosed flame (i.e. votives, floating candles) are allowed. An additional cleaning fee of \$50.00 minimum will be assessed for the removal of wax from carpets, chairs, tables, or other surfaces.**
 - **Only freestanding decorations are permitted. Renters shall not affix or attach decorations or other items to the ceiling, walls, doors, or windows.**
 - **No glitter or glittered decorations, , sand, or freshly painted objects are allowed inside the Everett Yacht club.**
 - **Personal decorations, equipment, rental or supplies must be removed immediately following the event. Personal items left in the facility may result in a fee for their removal and storage. The Everett Yacht Club will not be liable for any loss or damages to any items left in the facility after the specified rental period.**
 - **The misuse of the facility or renter's failure to comply with the terms and conditions of this agreement will be sufficient cause to close an event down and deny renter the right to use the facility in the future.**
 - **Renter shall not do anything or permit any activity to be done on the premises, which is in violation of any laws, ordinances, permits, rules, or orders. If unlawful activities are occurring on the premises, Everett Yacht Club reserves the right to immediately terminate the Rental Agreement, close the event down, and ask the renter and its guests to leave the facility.**

Deliveries:

- All clients and vendors must supply their own equipment (extension cords, carts, etc.)
- Due to limited storage space, deliveries can only be accepted on the day of the event and must be removed at the end of the event that same day.

• **Parking:**

- Parking is available in the adjacent lot to the Northeast of the facility. Valet parking is the sole responsibility of the renter.

• **Authorized signature:**

- By signing below, signer warrants that they have read and understood these Rules and Regulation for the Everett Yacht Club and agrees to be bound by them. Signer also warrants that they possess the authority to sign for, and thus obligate to the conditions of this contract, those persons, corporations, partnerships and/or other entities named in the attached Client Information sheet.

• **Indemnity:**

- Client hereby agrees to defend, indemnify, and hold Everett Yacht Club, managers, insurance carriers, attorneys, and assignees harmless against any and all claims, costs, suits, actions and liabilities, including reasonable attorneys' fees and costs (including costs and fees associated with any lawsuit or appeal) arising by reason of any injury or claim of injury to person or property, of any nature and howsoever caused, arising out of client's use, occupation and/or control of the Everett Yacht Club, or from any activity, work, or thing done, permitted or suffered by client in or about any violation of any governmental or insurance requirements by client, it's invitees, agents, employees, contractors, or licenses.

• **Authorized Signature:**

- By signing below, signer warrants that he/she has read and understood this Agreement for the Everett Yacht club, and agrees to be bound by the terms herein. Signer also warrants that he/she possesses the authority to sign for, and thus obligate client to the conditions of this Agreement.

• **Additional Terms:**

- **Renter will supply linens from a linen supply company or rent them from the Everett Yacht Club.**
- **Wedding chairs are available for rent for the deck area**
- **Renter shall provide Everett Yacht Club with a business certificate of liability adding Everett Yacht Club as an Additional Insured with a minimum of \$1,000,000 liability. For personal liability Everett Yacht Club will accept a copy of a current declaration page referencing the named insured, insurance company, policy dates and the liability declaration page showing a minimum limit of personal liability of \$500,000. This form can be from a Homeowners, Condominium Unit Owners or Renters insurance policy. The named insured should be the person signing this contract. Everett Yacht Club will also accept a Special Events policy for business liability with a minimum limit of \$1,000,000 or personal liability with a minimum limit of \$500,000. The named insured will be the company or person renting the facility and the policy will name Everett Yacht Club as an Additional Insured. Fax to: Jann LaCombe, Agent – Vic’s Insurance Center – 425-487-9457 and reference the event date. This is due 30 days in advance of the event.**

Tenant has read this agreement and understands and agrees to all the terms and conditions contained herein. Please sign and return one copy to the Everett Yacht Club. Please remember to keep a copy for your records.

Total rental fee for this event. \$

Client Signature

EYC Coordinator Signature

Date: _____ Date of Event _____

**Deposit amount received (50% of rental fee) today. . \$
(Minimum deposit, \$1,000)**

Remainder of rental fee due \$

Refundable Damage deposit.\$

Additional fees;

Chairs \$100 for 52

Flag removal \$75.

55" T.V. rental \$50

Rehearsal time @

Linen rental @

Misc. rental

FINAL AMOUNT DUE ON ___/___/___ \$ _____

(30 DAYS PRIOR TO YOUR RENTAL DATE)