



## JPYC CLUB HOUSE RENTAL RULES

1. **Eligibility Requirements to Rent Club.** Resident and Associate Members must be at least twenty five (25) years old and Associate Members must also have been a member of JPYC for at least one (1) year.
2. **Prohibited Uses.** The Club may not be used for any unlawful purposes or for the personal financial benefit of Members. Except for fundraisers, which must be approved by the Board, in its sole discretion, at the time of the rental request, Members may not charge admission fees, of any kind whatsoever, conduct raffles or auctions and/or sell of any articles during the Event. Members may not sub-lease the premises to any other party. No pets are allowed in the Club.
3. **Reservations.** Club Rentals are on a first come first serve basis. A non-secured date may be held for forty-eight (48) hours after an initial request has been made. In order to secure a reservation a signed copy of this Agreement and a Security Deposit (as hereinafter defined) must be received at least thirty (30) prior to the Rental Date. No reservation shall confirmed unless and until a signed copy of this Agreement is returned along with the Security Deposit, the Rental Fee and other fees, if any, are paid and the requirements for rental are complied with. JPYC reserves the right, in its sole and absolute discretion, to refuse to rent the Club to any person(s) for any reason.
4. **Rental Hours.** The Club is available for rental:
  - A. **Non-Sailing Season (October 31<sup>st</sup> to May 1<sup>st</sup>)**: Week days from 9:00 am to 10:00 pm and on weekends (Friday night, Saturday night and Sunday night) from 9:00 am to 12:01 am.
  - B. **Sailing Season (May 2<sup>nd</sup> to October 30<sup>th</sup>)**: Upon approval by the JPYC Board of Directors.
5. **Access by Other JPYC Members.** Rental of the Club is non-exclusive and during the Rental Period JPYC members, employees and agents shall have the right to access and be at the Club for the purposes of inspection, supervision, security, or regular use of the Club as a JPYC member.
6. **Maximum Occupancy.** The maximum occupancy for the Club shall not to exceed sixty (60) persons at any time. No more than thirty (30) people may be on the balcony at any given time. Any violation of the maximum occupancy or unauthorized use of non-rented areas will result in forfeiture of a portion or all of the Security Deposit.
7. **Start/End Times and Set-Up/Clean Up:**
  - A. **Start/End Times.** Start Times and End Times are strictly enforced. On the Rental Date Members will be permitted one (1) hour of set-up time prior to the Start Time. If a Member requests additional set-up hours, an additional fee of Twenty-Five Dollars (\$25.00) per hour for each additional hour applies. Upon request, JPYC may, in its sole discretion, permit a Member to set-up prior to the Rental Date (for example, if the event is on Saturday and the Member requests to set up

on Friday evening) and, if approved, the Member an additional early set-up fee of Twenty-Five Dollars (\$25.00) shall apply.

- B. Condition of Club.** Prior to the Rental Date JPYC staff will inspect the Club and ensure that it is in clean and working condition. Members must return the Club to the same condition as received. Members assume all risk and liability for any loss or damage, of any kind whatsoever, that occurs to the Club, the surrounding premises and JPYC property and to any guests attending the Event.
- C. Clean Up.** Club rental does not include cleaning services or the Club steward's services during or after the Event and Members are responsible for all clean-up, including, but not limited to, (i) trash collection both inside and outside of the Club; (ii) baggage and disposal of all trash in the garbage dumpsters behind the Club; (iii) inserting clean trash liners (bags) in trash cans; (iv) wiping down all tables and countertops; (v) removing all decorations and other materials; and (vi) removing all food and other items from the Club, including, but not limited to, the kitchen and refrigerator, that were brought by the Member.
- D. Set-up Times.** On the Rental Date, upon arrival and prior to commencing any setup, Members must check-in with the JPYC staff. All items brought into the Club by Members must be removed by the Members prior to the End Time. .
- E. Pre and Post-Event Inspection.** Twenty-four (24) hours before the Event, JPYC staff, and the Members if the Member so elects, shall conduct a pre-event inspection of the Club and complete a Pre-Event Club Condition Checklist. Twenty-four (24) hours after the Event, JPYC staff, and the Members if the Member so elects, shall conduct a pre-event inspection of the Club and complete a Pre-Event Club Condition Checklist. A post-event inspection shall be conducted JPYC staff and, if the Member so elects, the Member, twenty-four (24) hours after the Event, including sign-off and approval of the Post-Event Club Condition Checklist. The return or forfeiture of the Security Deposit is based, in part, upon successful passage of the Post-Event Club Condition Checklist as more specifically set forth in Section 10. Copies of the Pre-Event Club Condition Checklist and Post-Event Club Condition Checklist are attached as **Exhibit B.**

**8. Rental Rules.** The Member agrees to comply with all of the following rules:

- A. Supervision.** The Member must be present at all times during Rental Period. All youth/teenage activities must be supervised by responsible adults at least twenty-one (21) years of age at all times during the Event. A ratio of one adult per 10 youth/teens is required.
- B. Decorations:** The Member may not use any materials, including, but not limited to, staples, thumb tacks, nails, tape, inside or outside the Club that will damage the Club or JPYC property. All JPYC property, including, but not limited to, chairs, tables and other equipment must remain in the Club or on JPYC property and must be returned to their original location at the end of the Event.
- C. Parking:** Club rental does not include rental of the parking lot. Attendees are required to use street parking and such parking is subject to all applicable City of Chicago and Park District parking signs and regulations.

- D. Noise Restrictions:** Loud activities shall be kept to a minimum and shall not disturb other JPYC members in the Club or on JPYC premises. Music must be turned off at 10:00 pm.
- E. Smoking:** Smoking is not allowed anywhere in the Club, including, but not limited to, on the balconies.
- F. Equipment and Supplies.** Rental of the Club includes, at no additional charge, the use of tables, chairs, silverware, serving utensils, TV, and stereo equipment. Unless the Member has paid the Galley Rental Fee and/or the Grill Rental Fee, the Galley and the Grill are not included in the Club rental.
- G. Food, Beverages and Outside Vendors:** Club rental does not include use of any food, alcohol, other beverages or supplies of JPYC and the Member shall be solely responsible for providing such items.
1. **Outside Vendors.** If the Member will use any outside vendors (e.g., caterers, musicians, photographers, rental equipment deliveries, etc.) in connection with the Event, the Member shall provide JPYC with a list of such vendors at least fifteen (15) days prior to the Event and such vendors shall be subject to the approval of JPYC in its sole discretion. The Member shall be responsible for coordinating the arrival of any rental equipment and outside vendors within the approved set-up time and shall coordinate with JPYC's club steward or other representative.
  2. **Alcohol Consumption.** If the Member serves alcoholic beverages during the Event, the Member shall be solely liable for any damage, accidents, liability or other losses, both to property and to persons, resulting from such alcohol consumption which occurs whether during the Event thereafter.
- 9. Rental Fees.** Payment may be made in cash, personal check, money order, cashier's check and/or credit card. All fees must be paid prior to the Event, provided, however, that payment made by personal check must be paid at least fifteen (15) days prior to the Rental Date. Any personal check not honored by the bank may result in cancellation of the Event, unless all fees, plus assessed bank service charges, are paid in cash within five (5) days after notice to the Member.
- A. Club Rental Fees.** The Club Rental Fees are set forth on **Exhibit A**, attached hereto and made a part hereof.
- B. Galley and Grill Rental Fees.** Each of the kitchen and the grill may be rented during the Non-Sailing Season for an additional \$50.00 each as set forth on Exhibit A.

## **10. Security Deposit.**

- A. Security Deposit Payment.** Simultaneously upon the execution of this Agreement, the Member shall pay, by separate check, money order, cashier's check or in cash, a Two-Hundred Fifty Dollar (\$250.00) refundable security deposit ("**Security Deposit**").

**B. Return and Forfeiture:** Any violation of the terms of this Agreement by the Member, as determined by JPYC in its sole discretion, will result in the forfeiture of the Security Deposit. JPYC shall retain the Security Deposit until the Club has been inspected by JPYC staff following the Event which inspection shall occur within twenty-four (24) hours of the Event and the Club's condition has passed the Post-Event Club Condition Checklist. The Member shall be notified in writing in the event JPYC determines that any loss or damage has occurred to the Club, the surrounding premises and/or JPYC property and the Member shall forfeit the entire Security Deposit and, at the discretion of JPYC, shall also be liable for any loss or damage exceeding the amount of the Security Deposit. Failure to pay any expenses exceeding the Security Deposit may, in JPYC's sole discretion, result in termination of the Member's JPYC membership, forfeiture of the Member's right to future rental of the Club, collection proceedings and such other actions as JPYC may deem appropriate. If there is no loss or damage, as determined by JPYC in its sole discretion, then the Security Deposit shall be refunded to the Member within thirty (30) days.

**11. Cancellations.** Cancellation fees shall apply as follows, if the Member cancels for any reason within: (i) fifteen (15) to thirty (30) days prior to the Rental Date, a Twenty-Five Dollar (\$25.00) cancellation fee shall apply, or (ii) fourteen (14) days prior to the Rental Date, a Fifty-Dollar (\$50.00) cancellation fee shall apply. After deduction of the applicable cancellation fee, any remaining fees which have been paid in advance, shall be fully refunded to the Member within thirty (30) days of JPYC's receipt of such cancellation. If JPYC must cancel a Rental Date for any reason unrelated to a Member's non-payment or non-compliance with the terms and conditions of this Agreement, JPYC shall fully refund all fees paid in advance by the Member within five (5) days of such cancellation and JPYC shall be released from any further liability, whether foreseeable or unforeseeable, due to such cancellation.

**12. Indemnification.** The Member is solely responsible for and shall indemnify, hold harmless and defend JPYC and its directors, officers, employees and agents ("***JPYC Indemnified Parties***") from and against any and all claims, losses, liabilities, costs, attorneys' fees, and other expenses incurred by any of the JPYC Indemnified Parties as a result of or arising, directly or indirectly, out of or in connection with the Member's or any of the Member's guests' or third party vendors' ("***Member's Parties***"): (i) breach of the terms and conditions set forth in this Agreement, (ii) conduct during and following the Event while on Club premises, and (iii) losses or damages to the Club, the surrounding premises and/or JPYC property.

**IN WITNESS WHEREOF**, the parties hereto have signed this Agreement as of the date first above written.

<b>MEMBER:</b>	<b>JPYC:</b>
<b>Signature:</b> _____	<b>By:</b> _____

<b>Print Name:</b> _____	<b>Name:</b> _____
	<b>Its:</b> _____
	<b>Must be signed by a Board Member on behalf of JPYC</b>

## RELEASE AND INDEMNIFICATION

I have read this Agreement and hereby covenant and agree, on my own behalf and on behalf of my guests and third party vendors ("***Member Parties***") to all of the terms and conditions set forth herein and, in particular, hereby covenant and agree that I am personally responsible and obligated to pay all amounts due JPYC in accordance with the terms of this Agreement, including, but not limited to, Rental Fees, Set-Up Fees, Cancellation Fees, and, if deemed applicable by JPYC, in its sole discretion, Security Deposit and the cost of any loss or damages in excess of the Security Deposit.

I understand that I am solely responsible for and shall indemnify, hold harmless and defend JPYC and its officers, directors, employees, agents, successors and assigns ("***JPYC Parties***") from and against any and all claims, losses, liabilities, costs, attorneys' fees, and other expenses incurred by JPYC or any of the JPYC Indemnified Parties as a result of or arising, directly or indirectly, out of or in connection with the Member's or any of the Member Parties': (i) breach of the terms and conditions set forth in this Agreement, (ii) conduct during and following the Event while on Club premises, and (iii) losses or damages to the Club, the surrounding premises and/or JPYC property.

I understand and agree that JPYC is not responsible for accidents or injury to myself or any of the Member Parties or for the loss of money or valuables of any kind during the Event. I do hereby agree to release, acquit, and forever discharge JPYC and all of the JPYC Parties from any and all claims, demands, and causes of action, that I or any of the Member Parties may have, whether now or in the future, arising out of or related to my rental and use of the Club and/or the Member Parties' use of the Club and attendance at the Event.

I further acknowledge and agree that any breach of this Agreement by me or any of the Member Parties may result in the termination of my JPYC membership privileges, forfeiture of my right to future rental of the Club, collection proceedings and such other actions as JPYC may deem appropriate.

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

## **EXHIBIT A**

### **RENTAL FEE SCHEDULE**

Rental Fee is based on the higher of the number of rental hours or number of guests.			
NUMBER OF RENTAL HOURS	FEE	NUMBER OF GUESTS	FEE
4 Hours	\$250	Up to 20 Guests	\$100.00
Each Additional Hour after 4 Hours	\$150	Up to 30 Guests	\$150.00
		Up to 40 Guests	\$200.00
		Up to 60 Guests	\$250.00

### **ADDITIONAL FEES**

SECURITY DEPOSIT	\$250.00
GALLEY RENTAL FEE	\$50.00
GRILL RENTAL FEE	\$50.00
EARLY SET-UP FEE	\$25.00 for request to set-up on a day prior to Event
ADDITIONAL SET-UP HOURS FEE	\$25.00 for each additional hour of set-up requested
CANCELLATION FEE	\$25.00 for cancellations between 15 and 30 days \$50.00 for cancellations less than 14 days

Payment may be made in cash, personal check, money order, cashier's check and/or credit card. Payment made with a personal check must be paid at least fifteen (15) days prior to the date of the event. Any personal check not honored by the bank may result in cancellation of the event, unless the rental fee and security/damage deposit, any other fees, plus assessed bank service charges, are paid in cash within five (5) days after notice to the Member.

No reservation shall confirmed unless and until a signed copy of the Agreement is returned along with the Security Deposit, the Rental Fee (as hereinafter defined) and other fees, if any, are paid in full.



**EXHIBIT B**

**PRE-EVENT AND POST-EVENT CLUB CONDITION CHECKLISTS**