


Moriches Yacht Club, Inc.



**Moriches Yacht Club Rental Agreement
Effective 11/1/2020**

I, _____, (Lessee) as a member in good standing of the Moriches Yacht Club, Inc. (Lessor) hereby request the clubhouse on ____/____/____ for the following club member event rental: _____ with approximately _____ guests attending.

- 1) I agree to pay a \$500.00 rental fee and a \$300.00 security deposit. Security deposit will be refunded via MYC check within 30 days of the event if no damage is incurred and the grounds are left clean and litter free and any loaner keys are returned.
- 2) There is an additional \$250.00 charge if a tent will be erected for the event.

I also agree to comply with the following general requirements:

1. Rentals must provide their own drinks and set ups.
2. Prospective renters should be aware that the MYC has installed an inground sprinkler system. Anyone driving on the lawn in front of the house (Bayside) or along the East side may damage sprinkler heads and will be liable for cost of repairs. Please park in parking lot or on the North lawn beyond the playground.
3. It shall be the responsibility of the member renting the club that the building be “broom clean” and in good order and the grounds be litter free immediately after the rental. Please report any issues found with building or grounds to the House Committee at 516-398-7805 (Rich Wagner).

4. The Member responsible for making sure the building is clean and grounds are litter free:

5. Name: _____

Phone: _____

Email: _____



- I understand that this request consisting of a completed rental contract, rental fee, and security deposit is subject to approval by the Moriches Yacht Club, Inc. – Board of Governors. Approval of such request for rental shall be at the sole discretion of said Board of Governors.

INSURANCE

Lessee agrees that any outside contractors, caterers etc. maintain, at its sole cost and expense, procure and maintain a policy of personal liability insurance (including contractual liability) in an amount not less than \$1,000,000.000 per occurrence, \$2,000,000.000 in the annual aggregate. Such insurance policies shall be carried with companies licensed to do business in NY State, reasonably satisfactory to Lessor and shall be non-cancellable and not subject to material change after thirty (30) days written notice to Lessor. Lessee shall deliver to Lessor duly executed certificates of insurance upon request. Lessor shall not at any time be liable for damage or injury to persons or property in or upon Facility.

Lessee agrees it shall, at its sole cost and expense, procure and maintain a policy of personal liability insurance (including contractual liability) in an amount not less \$500,000.00 per occurrence, (home owners policy). Such insurance policies shall be carried with companies licensed to do business in the state, reasonably satisfactory to Lessor and shall be non-cancellable and not subject to material change after thirty (30) days written notice to Lessor. Lessee shall deliver to Lessor duly executed certificates of insurance upon request. Lessor shall not at any time be liable for damage or injury to persons or property in or upon Facility.

INDEMNIFICATION

Lessee shall indemnify, defend and save harmless Lessor, its officers, board, directors, agents and employees from and against any and all loss, cost (including attorneys’ fees), damage, expense and liability (including statutory liability and liability under workers’ compensation laws) in connection with claims, judgements, damages, penalties, fines, liabilities, losses, suits, administrative proceedings, arising out of any act or neglect by Lessee, its agents, employees, contractors, Lessees, invitees, representatives, in, or about the Facility. This indemnity shall survive the termination of this Agreement. Lessee hereby releases Lessor from any and all liability or responsibility to Lessee or anyone claiming through or under Lessee by way of subrogation or otherwise for any loss or damage to equipment or property of Lessee covered by any insurance then in force.

“AS-IS” CONDITION

Lessee agrees to accept the Facility in its “as-is” condition “with all faults”.



ASSIGNMENT AND SUBLICENSING

Lessee shall not assign any interest in this License Agreement or otherwise transfer or sublicense the facility or any part thereof or permit the use of the Facility to any other party than Lessee

INTERFERENCE

Lessee shall use the Facility in a manner which shall not cause interference with the use or occupancy of the other portions of the Building by Lessor or others in any way. Lessee's use hereunder will be done in such a manner as not to interfere with or impose any additional expense upon the Lessor in maintaining the Building.

RESTORATION

If any damage occurs to the facility, or if any repairs or replacements need to be made to the Facility as a result of the Lessee's use, Lessee shall pay the Lessor for any such damage, repairs, or replacements upon demand by Lessor.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any legal actions, claims or demands shall be handled in a court of competent jurisdiction within the State of New York. The Lessee shall abide by all applicable Local, State and Federal Regulations at the time of the Rental. Lessee is responsible for any fines or penalties levied due to violations of Governing Code or Law.

SIGNATORIES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

LESSOR (Moriches Yacht Club, Inc.)

LESSEE (Renter)

Sign: _____

Sign: _____

Print: _____

Print: _____