



## PINE BEACH YACHT CLUB RENTAL APPLICATION & AGREEMENT

Those wishing to rent the Pine Beach Yacht Club should contact Debbie Fuller, our Club Rental Coordinator at [rentals@pbycnj.org](mailto:rentals@pbycnj.org) or 732-580-6189. An updated list of officers and their contact information is posted on the Officers and Executive Board Members Page.

If you're interested in joining PBYC, please contact the Chairman of the Membership Committee, Margie O'Hara, at [membership@pbycnj.org](mailto:membership@pbycnj.org).

### RENTAL APPLICATION

Name of Applicant (please print): \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Date and Time you would like to rent the PBYC?: \_\_\_\_\_

How many guests do you expect to attend? \_\_\_\_\_

If you are member of the PBYC, do you wish to make use of the Club's bar service? \_\_\_\_\_

Please list any caterers, vendors or DJs you expect to employ in connection with this event. All vendors are required to provide Certificate of Insurance that lists PBYC as an insured. All COI's (Certificate of Insurances) must be provided to the Rear Commodore prior to the rental.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name, Address and phone number of party that will receive deposit refund.

(Please print) \_\_\_\_\_

\_\_\_\_\_

## **RENTAL AGREEMENT**

1. The Pine Beach Yacht Club, hereinafter referred to as PBYC is a private club and available to members and non-members for private events.
2. The club's capacity is limited to a capacity of 83 persons seated on the second floor in Hoffman Hall as per the Pine Beach Fire Code.
3. When a private rental event is being conducted at the PBYC, members still have full access to the amenities at the club. (i.e., locker room, lower deck, dock, slips, beach, bathrooms). Members will be informed of the rental in advance and will be expected to demonstrate discretion in their activities so as not to become a disruption to the event.
4. The renting member or any non-member hereinafter known as the Renting Party, shall be fully liable to the PBYC for any damage caused to the PBYC facility or equipment during the time of rental, including set up or break down periods by the Renting Party, their guests or contractors. A refundable security fee of \$500 (made payable to the PBYC) is required to be submitted with this application/agreement and will be returned within two weeks if this application is not accepted. The refund of the security fee will be pursuant to the terms of Paragraph 8 of this agreement. The liability of the Renting Party shall not be limited by the amount of the security fee.
5. A cancellation fee of \$100 will be imposed if a rental agreement is cancelled by the Renting Party at any time after the reservation is accepted. An additional cancellation fee of \$100 will be imposed if this rental agreement is cancelled less than 30 days prior to the scheduled event.

6. The fee schedule for PBYC rentals is as follows:

**Members Facility Rental Fees**

\$350.00 for parties of up to 40 people

\$600.00 for parties of more than 40 people-not to exceed 83 seated

**Non-Member Facility Rental Fees**

\$800.00 for parties up to 83 seated guests

**Business Rental Fee (Monday to Thursday 9 am to 5 pm)**

\$200.00

The rental fee is due 15 days prior to the scheduled event.

7. Rentals held between the Sunday prior to the start of PBYC's Junior Sailing program and the close of Labor Day weekend are considered "Summer Rentals". During this period, rentals will be available to MEMBERS only. There will be no Friday night rentals or Friday night set-ups for next day rentals. No summer rentals will be considered until the calendar of the Barnegat Bay Yacht Racing Association and PBYC's Junior Sailing program are finalized, and not until PBYC's social and sailing schedules are established, no later than May 1.

8. The Renting Party shall have access to the following facilities on the day of the reservation:

Kitchen  
Refrigerator & freezer  
Warmer & microwave  
Preparation area  
Hoffman Hall & 2<sup>nd</sup> floor deck  
Restrooms (1<sup>st</sup> floor)  
Elevator (handicapped guests only)

Only members of the PBYC have the option of either using the club's bar service or bringing their own alcoholic beverages into the club.

Outside caterers are permitted to prepare and serve food using the kitchen facilities on PBYC premises. There shall be no open-flame food preparation on the premises of the club and no additional preparation areas may be utilized.

9. Prior to the event, the rental agent of the PBYC will meet with the Renting Party to inspect the PBYC utilizing a check list which will be signed prior to delivery of possession. The Renting Party will be responsible for removing all items they bring to the PBYC, including but not limited to all equipment, decorations, food, and beverages. The kitchen must be left in the same condition as the Renting Party finds it, i.e., no dishes in the sink, no leftover food, etc. All trash must be put in trash bags in the outside trash containers. All recycled bottles and cans (beverage containers) must be placed in the recycle receptacles outside and all cardboard must be broken down, flattened and put on the counter at the side door of the PBYC. This cleaning process must be completed at the conclusion of the event.

All items brought into the club by the Renting Party must be removed from the premises of the PBYC by 9:00 a.m. of the following day. If the PBYC is not in the required condition as required by this paragraph, all or part of the security deposit may be forfeited.

The Renting Party is responsible for supplying, installing, and un-installing decorations. The renter is responsible for any damages caused as a result of installing decorations. Nails or other "permanent" adhering components are strictly forbidden.

10. If for any reason the PBYC becomes "unusable" and, in the reasonable opinion of the PBYC, cannot be utilized by the Renting Party due to act of God or other circumstances beyond the reasonable control of the PBYC and which occur after the rental agreement has been signed and accepted, the PBYC will notify the Renting Party as soon as reasonably possible and will provide a full refund to the Renting Party. The PBYC will take reasonable steps to correct the situation and will attempt to accommodate the Renting Party in securing an alternate date. The PBYC shall have no other liability to the Renting Party and by signing this application, the Renting Party hereby releases the PBYC, its members and officers, from any and all liability for damages which may be suffered by the Renting Party resulting from or arising out of any cancellation of the rental as described in this paragraph.
11. In consideration of the acceptance of this rental application, the Renting Party hereby agrees to forever defend, indemnify and hold the PBYC, its members and officers, harmless from and against any and all

expense, damage or liability of any nature that results from or arises out of this rental. The liability of all renting parties shall be joint and several.

12. If the Renting Party employs any vendors or service providers including but not limited to: Caterers, DJ, Event Planners, Bartenders, Decorators, etc. in support of the rental or of the event, the Renting Party shall provide, no later than 15 days prior to the reservation date, a Certificate of Insurance issued by the vendors insurance company, evidencing that the vendor maintains insurance of the following types of coverage and with limits of liability no less than \$1,000,000.00 each occurrence and naming PBYC, Riverside Drive, Pine Beach, New Jersey as an Additional Insured: Commercial General Liability and Liquor Liability if any vendor provides alcohol/liquor for the event. Workers Compensation at statutory limits, with Pine Beach Yacht Club as a Certificate Holder.
13. By signing this application, the undersigned acknowledges that they have read and understand the foregoing terms and conditions and agree that any rental resulting from this agreement shall be on such terms and conditions.

By signing this agreement, I/we accept the terms hereof and intend to be legally bound hereby.

_____	Date: _____
Renter's Signature (Please attach a copy of current New Jersey Driver's License)	
_____	Date: _____
PBYC Agent's Signature	
_____	
PBYC Agent's Name	

### **AGREEMENT REGARDING COVID-19**

Due to the current outbreak of the novel Coronavirus (COVID-19), the Pine Beach Yacht Club is taking extra precautions with any club activities and club rentals. This includes enhanced sanitation/disinfecting policies. Unfortunately, any gatherings of people at an event increase the risk of COVID-19 spread and having an event at the club carries with it a risk for attendees to contract COVID-19 which can lead to serious illness, disability, and death.

In agreeing to rent the Pine Beach Yacht Club facility you agree to be responsible for the following safety steps:

1. Agree to follow the current (on the date of the rental) NJ directives related to inside gathering, which as of today include:
  - Limit the gathering to 25% occupancy. (For the second floor hall that is a limit of 22 people.)
  - All present indoors will wear face coverings at all times except when eating and drinking when seated.
  - All efforts will be made to ensure social distancing (guests remaining 6 feet apart)
  - All present outdoors will wear face masks as indoors if unable to socially distance.
2. Agree that the same rules will apply to guests on the outdoor decks, except that masks are not required if social distancing can be maintained.
3. Agree that ALL guests will be required to attest that they understand the risks of COVID-19, self-screen for any symptoms of COVID-19, affirm that they have not been exposed to COVID-19, affirm that they have not had COVID-19 within the last 30 days, and have quarantined appropriately if they have traveled to a state identified as high risk by NJ. If extenuating circumstances have prevented self-quarantining, a negative COVID 19 viral test must be submitted to PBYC.
4. Agree ALL guests will also be required to sign a liability release waiver on the date of the event.

Agreed to:

Date: \_\_\_\_\_

\_\_\_\_\_  
Renter's Signature