

Kingston Cove Yacht Club

Facility Rental Information

PO Box 81
23915 Washington Boulevard NE
Kingston, WA 98346
360 297 3371
360-297-3813 (Rental Manager)
E-Mail: kcycrental@hotmail.com
www.KCYC.org

Description of Facility:

The Kingston Cove Yacht Club has a main clubroom of 750 carpeted square feet, plus a 280 square foot hardwood dance floor. There is a complete commercial kitchen available along with a separate full bar area and full restroom facilities. Glassware, china, silverware and coffee urns are also available.

The Clubhouse has a 580 square foot outside deck with 4 round tables and 24 chairs. The Clubhouse and deck have a wide open view of the Port of Kingston Marina and Ferry Docks, Appletree Cove, Puget Sound and Mt. Rainier.

There are 10 60" round tables along with 90 folding chairs and 13 bar tables, 6 bar stools and 12 bar chairs. There are 2 moveable countertop/bar units that are 40"high X 58" long as well as a 40" high X 62" long reception/sign in desk. The club also offers 2 TV's and an upright piano.

The Clubhouse has a maximum rated capacity of up to 84 people depending on the usage and arrangement desired.

The Kingston Cove Yacht Club can be reached easily and directly in 30 minutes from Edmonds by the Washington State Passenger and Auto ferry which is among the most beautiful and scenic rides on Puget Sound. Free transportation is also available to the Clearwater Casino by prior arrangement with the Casino. And, of course, the club is on the eastern shore of the Kitsap Peninsula, which is an easy drive from all locations in Kitsap, Jefferson, Mason and Pierce Counties.

This is the perfect rental facility for:

- **Weddings • Birthdays • Anniversaries**
- **Receptions • Family Get Togethers**
- **Parties • Meeting Events**

Rental Fee Schedule:

<u>Day or Rental Item</u>	<u>Rental Fee</u>	<u>Cleaning Deposit</u>
Saturday Day/Evening	\$400.00	\$200.00
Sunday Day	\$400.00	\$200.00
Week Days (No Friday Evenings)	\$200.00	\$100.00
Established Boating Organizations – any day	\$150.00	\$200.00
Port District Residents – any day	\$150.00	\$200.00
KCYC Members – any day *	\$100.00	\$200.00
Hourly Rate for Meetings	\$ 50.00	\$ 50.00
Additional (to above) charge for Kitchen Use	\$ 50.00	Included in Above

* **KCYC Members are not subject to an additional charge for kitchen use.**

Please call Linda Fyfe at 360-297-3813 or E-mail at: kcycrental@hotmail.com

Kingston Cove Yacht Club

Rental Application

PO Box 81
23915 Washington Boulevard NE
Kingston, WA 98346
360 297 3371
360-297-3813 (Rental Manager)
E-Mail: kcycrental@hotmail.com
www.KCYC.org

Dear _____

I am enclosing a Rental Agreement form for signing for the rental of the Kingston Cove Yacht Club (KCYC) Clubhouse on the proposed date of:

Date: _____

Please sign where appropriate and return the Agreement to me at the following address:

Linda Fyfe, Rental Manager
c/o Kingston Cove Yacht Club
P.O. Box 81, Kingston, WA 98346

The Following Rental Fee Schedule Charges Shall Apply:

<u>Day or Rental Item</u>	<u>Rental Fee</u>	<u>Cleaning Deposit</u>
_____ Saturday Day/Evening	\$400.00	\$200.00
_____ Sunday Day	\$400.00	\$200.00
_____ Week Days (No Friday Evenings)	\$200.00	\$100.00
_____ Hourly Rate for Meetings	\$ 50.00	\$ 50.00
_____ Established Boating Organizations – any day	\$150.00	\$200.00
_____ Port District Residents – any day	\$150.00	\$200.00
_____ KCYC Members – any day*	\$100.00	\$200.00
_____ Additional (to above) charge for Kitchen Use	\$ 50.00	Included in Above

* KCYC Members are not subject to an additional charge for kitchen use.

Please make two separate checks, each to the Kingston Cove Yacht Club as follows:

Rental fee \$ _____ (Separate check)
Cleaning deposit \$ _____ (Separate check, refundable within 2 weeks)
Total Payment \$ _____

Please read the "Rules for Use of the KCYC Clubhouse Facility" as described in Exhibit One of the Rental Agreement relating to the use of the KCYC facility. Please also make a copy of these documents for your records.

Should you have any questions, please feel free to contact me at **360-297-3813** or E-mail at: kcycrental@hotmail.com

Sincerely,

Linda Fyfe
Rental Manager

Kingston Cove Yacht Club

Rental Agreement

PO Box 81
23915 Washington Boulevard NE
Kingston, WA 98346
360-297-3813 (Rental Manager)
E-Mail: kcycrental@hotmail.com
www.KCYC.org

Member and/or Lessee Information:

Applicant: _____
Organization: _____
Street Address **Required** _____ + P.O. Box (optional) _____
City/State/Zip _____
Home Phone: _____ Work Phone: _____
Proposed Use: _____
Expected group size (maximum 84): _____ Proposed Date of Use: _____
Start Time: _____ Hours Duration of Event: _____ Email: _____
Will there be an admission or collection or funds solicited? Yes: _____ No: _____

Terms and Conditions:

The Applicant agrees to rent the Kingston Cove Yacht Club (KCYC) Clubhouse Facility upon the Terms and Conditions stated herein. The Applicant represents and warrants that the information given in this application is correct and that the person signing has authority to act on behalf of the Applicant.

The Applicant agrees to:

1. Exercise the utmost care in the use of the KCYC premises and property.
2. Save, and hold the KCYC harmless from any and all liability resulting from use of the Clubhouse Facility for this event.
3. Abide by the "Rules for the Use of the KCYC Clubhouse Facility" as described in Exhibit One attached to this Rental Agreement and incorporated herein by this reference.
4. Obtain any special permits required for the event. **Serving alcoholic beverages requires a banquet permit.**
5. Reimburse the KCYC for any and all damages arising from the applicant's use of KCYC facilities.
6. In the event that a lawsuit or other type of action is brought by any party under this Rental Agreement to enforce any of its terms, it is agreed that the prevailing party shall be entitled to recover its legal cost, including reasonable attorneys fees.

Payment of Rental Fees:

1. The Rental Fee shall be: _____
2. The Cleaning Deposit shall be: _____
3. The Rental Fees and Cleaning Deposits are payable in advance to the KCYC. 50% of the Rental Fee may be retained by KCYC at KCYC's option if the rental event is cancelled or otherwise does not occur on the date reserved.

Applicant's Signature: _____ Date: _____

Signing Capacity: _____

Rental Manager's Signature: _____

Date Application Received: _____

Rental Manager's and KCYC Treasurer's Use Only:

Checks Received with Application: Check Amount: \$ _____ #: _____ Dated: _____

Check Amount: \$ _____ #: _____ Dated: _____

Name and ID on Checking Account: _____

Post event building condition: _____ Initials: _____

Date deposit returned: _____ Amount: \$ _____ Check #: _____ Initials: _____

Exhibit One

To Rental Agreement

Rules for the Use of the KCYC Clubhouse Facility

Page 1 of 2

The following Rules for the Use of the KCYC Clubhouse Facility were approved by the KCYC Board of Directors at their regular meeting duly held on February XX 2005.

Who These Rules Cover:

The Rules apply to:

1. Members are defined as Members in Good Standing of KCYC at the date of the Application for the Event and at the date of the Event and their invited guests.
2. Lessees are individuals and members of Established Boating Organizations that have signed a Rental Agreement to use the KCYC Clubhouse Facility and their invited guests.
3. Port District Residents must actually reside within the boundaries of the Port of Kingston Port District and provide a residence address on this application.
4. The aforementioned Members and Lessees are referred to herein as "Users".

Definition of the Clubhouse Facility:

The KCYC Clubhouse Facility is real and personal property leased and occupied by KCYC under agreement with the Port of Kingston and located at 23915 Washington Blvd. NE, Kingston, Kitsap County, WA 98346. The KCYC Clubhouse Facility includes the fixtures and furnishing owned by KCYC that are located in the Clubhouse Facility. The KCYC Clubhouse Facility is referred to herein as the "Clubhouse".

General Membership Clubhouse Use Rules:

1. Clubhouse usage by Members during a non-rental status shall be limited to private, infrequent use for non-official meetings and gatherings with other club Members and non-Members.
2. The Clubhouse may not be used as an extension of living quarters or personal living or recreation space.
3. Members agree that a Member's access without a Rental Agreement in force will not limit access to any other Members during the same time period. When not under a "Rental Agreement", the Clubhouse will be open to all Members in good standing with paid in full dues.
4. All Members will be equally responsible for checking the KCYC calendar and rental schedule so as to not allow their activities to interfere with scheduled clubhouse events and rentals.
5. These Rules are not intended to restrict the access or use of KCYC facilities to dues paying KCYC Members but are intended to limit the liability of KCYC resulting from use by Members and Non-Members and their Guests for personal, rental, sanctioned and non-sanctioned events and gatherings.
6. The KCYC Rental Agreement, the Rental Fee Schedule or other applicable Rental Fee Schedule and the Cleaning Deposit charges as stated in the Rental Fee Schedule shall always apply to every rental event.

Rules for Rental and Other Use by Members and/or Lessees:

1. Fifty percent of the Rental Fee may be retained by KCYC at KCYC's option as a **non-refundable reservation deposit** if the rental event is cancelled or otherwise does not occur on the date reserved.
2. A Cleaning Deposit is payable as specified in the Rental Rates once your rental request has been approved by the Rental Manager and is refundable based on Paragraph 4 below.
3. The Rental Fee and Cleaning Deposit must be paid **in full** thirty days in advance of the rental date.
4. The Cleaning Deposit is refundable if there is no damage or loss of property, the room is cleaned to original condition and any furnishings that have been moved are replaced to their original location and the Rules set forth herein have been followed strictly. The Rental Manager must inspect the Clubhouse, agree and sign off that all of these conditions have been met to receive a refund of the Cleaning Deposit.
5. Use of the kitchen and bar facilities and the club's utensils are extra cost and, if rented, are available only as specified in the Rental Agreement.
6. No beer kegs are allowed inside the Clubhouse building.
7. Smoking is prohibited in the Clubhouse.
8. The Clubhouse may not be used for any purpose not stated in the Rental Agreement and approved by the Rental Manager.
9. Kingston Cove Yacht Club is not responsible for any lost or stolen articles.
10. Users shall be responsible for cleaning up after themselves, to include washing and drying dishes used, vacuuming, sweeping and mopping of floor as required.
11. Users agree to adhere to the "if I didn't bring it, I won't use it" approach to the use of food or consumable items stored for club functions.
12. No permanent change to the Clubhouse shall be made without the approval of KCYC Board of Directors or the General Membership.
13. Streamer-type confetti is the only confetti product allowed for use inside the Clubhouse.
14. Rental of the Clubhouse Users can only occur with a signed and approved Rental Agreement in place.

Exhibit One

To Rental Agreement

Rules for the Use of the KCYC Clubhouse Facility

Page 2 of 2

- 15. Rental of the Clubhouse is dependent on the specifics of the Rental Agreement, but never includes KCYC stored food or any stored beverages either alcoholic or nonalcoholic.
- 16. KCYC shall supply replacement trash can liners, toilet paper and paper towels for use during a rental period.
- 17. Any damaged and or missing KCYC property must be repaired or replaced at the Users expense. Users agree to reimburse the Kingston Cove Yacht Club for all damages or losses not covered by, or exceeding, any Cleaning Deposit held by KCYC pursuant to the applicable Rental Agreement.
- 17. The User accepts responsibility for obtaining any necessary banquet or other permits related to the User's purpose for the rental.
- 18. Music, whether live or taped, shall end no later than midnight. Volume may be monitored and the User agrees to adjust volume if requested by the Port of Kingston or by a KCYC member.
- 19. The Clubhouse must be closed no later than 1 AM and all items brought in by the User must be removed at that time.
- 20. The Clubhouse must be returned to its original condition commencing immediately after the function. Cleaning must be completed by noon on the next day following the event unless the Rental Manager has extended the cleaning time in writing before the rental event. Violation of this policy will result in forfeiture of the Cleaning Deposit.
- 21. Occupancy of the Clubhouse is limited to 84 persons and the User agrees to monitor the event for compliance of occupancy limits.
- 22. No decorations are to be glued or nailed to any surface. Tape is not to be applied to tables or chairs.
- 23. **Service or Possession of Alcoholic Beverages and Other Intoxicants:** All Users are solely responsible for obtaining the proper state licensing and permits for serving alcoholic beverages for banquets, parties and other functions in accordance with Washington State RCW's, WAC's and Liquor Control Board Rules and Regulations. The User agrees to act responsibly and legally regarding alcohol consumption by themselves and their guests. No minors under the Washington State drinking age of 21 will be allowed to consume alcohol on the premises at any time. Any consumption of alcohol or intoxicants of any kind while using the KCYC Clubhouse for any purpose shall be done at the User's sole risk and responsibility, and no liability shall be assumed by KCYC. This specifically includes "BYOB" functions sponsored by Users. The User agrees to hold the Kingston Cove Yacht Club harmless in the event damage or accidents occur on or off the premises due to the consumption of alcoholic beverages or other intoxicants by the User and/or their guests. The User shall be totally and solely responsible for any and all accidents or damage to person or property caused by the serving of alcoholic beverages.
- 24. The User is solely responsible for the conduct of its guests and others on the premises of the Clubhouse as the result of the User's use of the Clubhouse.
- 25. **Special Conditions and Other Notes:** _____

Cleaning Deposit Forfeiture Provision

_____ By initialing the box to the left, the User agrees to forfeit the Cleaning Deposit to Kingston Cove Yacht Club after the rental event for which the User is responsible. In exchange for the forfeiture, Kingston Cove Yacht Club agrees to assume responsibility for cleaning the Clubhouse and restoring it to its pre-event condition to the extent the deposit is sufficient to pay for same. Should the Cleaning Deposit amount not be sufficient to cover the cleaning and restoration of the Clubhouse to its pre-event condition, the User agrees to pay the Kingston Cove Yacht Club for the difference promptly upon the receipt of an invoice for these expenses.

By signing below, the User acknowledges that it has read the above Rules for the Use of the KCYC Clubhouse Facility; that it understands them; and that it agrees to follow them. The User has indicated whether it desires the application of the Cleaning Deposit Forfeiture Provision as set forth above.

Users Signature: _____

Printed Name & Signing Capacity: _____

Organization Name: _____

Date: _____