

Event: Date of Rental: Invoice:

# **Rental Agreement**

The False Creek Yacht Club is referred to as FCYC in this document.

# NON-REFUNDABLE DEPOSIT

To save the event date selected by the renter, a non-refundable security deposit of 50% of venue rental cost must be paid. The amount is due upon signing this agreement.

# PAYMENT

The amount owing on the invoice will be due before or on the day of the renter's event.

# **BAR PAYMENT**

At the end of the event, prior to leaving the venue, any outstanding bar bills must be paid in full. The bill can be paid by VISA, MC, Debit, and American Express. An 18% gratuity is applicable on a host bar or host portion of bar.

# CANCELLATION

Cancellations that occur 6 months or less in advance of the event, 100% of the rental fees will be charged.

## **PROPERTY DAMAGE**

The following occurrences may result in further charges and a restriction against future rental of facilities:

- □ The event continued past 1:00AM without permission from FCYC
- □ There is any damage or loss to the building, surrounding area, and/or equipment.
- □ The cleaning was not done to the level required or expected.
- □ The event was found to permit underage drinking and/or drinking without the proper licenses or against FCYC's policies.
- □ Failure to comply with the City of Vancouver's noise restriction bylaws and/ beyond the tolerance of surrounding residents
- □ Insufficient removal of personal belongings, decorations, and garbage (Additional charges may apply for cleaning)
- □ Decorations involving confetti and glitter
- □ Not respecting the patio downstairs

# CLEANUP

The venue should be left in the same condition that it was found in. The renter is responsible for:

- $\Box$  Music must be turned off by midnight and the building must be vacated by 1:00 AM.
- □ The renter is responsible for the removal of all personal decorations, dishes, linens, gifts, boxes, empty containers, food and all other belongings before the end of the rental period.
- $\Box$  The use of confetti, glitter, rice, flower petals and sparklers is prohibited.
- □ Please use recycling receptacles and garbage cans provided.
- □ FCYC has a cleaning company that will wash the floors, vacuum, clean bathrooms, and wipe down tables. FCYC is not responsible for any items left behind and storage arrangements are not available on-site.
- □ Any broken items should be brought to the attention of the event staff and should be cleaned up immediately.

# CAPACITY

The renter understands that the maximum capacity of the FCYC is 151 people and will not exceed this limit.

# **BUILDING /LOADING ACCESS**

FCYC is a private club. Appointments must be scheduled to access the premise prior to the rental day. On the day of the event, the building can be arranged to be accessed after 9:00AM by calling 604-648-2628. Delivery and pickup time must be pre-arranged. There is elevator access to the right of the stairs for deliveries.

## DECORATIONS

Confetti, glitter, rice, flower petals, and sparklers are NOT permitted on Club property. Decor and signage must be freestanding unless FCYC is advised and agrees to alternate arrangements. All decorations can be brought to the premises after 9:00am on the date rented. FCYC is not responsible for any items left behind after the event nor are we responsible for lost or stolen items.

# SOCAN

FCYC is required to pay a fee to the <u>Society of Composers</u>, <u>Authors and Music Publishers of</u> <u>Canada (SOCAN)</u> for any events playing music. The fee for events with music and dancing is \$41.13 plus applicable taxes. 100% of this fee will be remitted to SOCAN and only collected by FCYC. This fee will be in addition to your room rental and will be charged on your final invoice 14 days prior to your event date.

# MUSIC

Out of respect for our neighbours, we require that the outside speakers on the patio be turned OFF by 11PM. If staff members working on-site determine that the sound levels are too high - adjustments must be made to reduce the volume and failure to comply will result in the loss of the damage deposit.

# PATIO

As a private club, smoking and alcohol are permitted on the patio. Please use ashtrays provided, and do not flick ashes over the balcony to the tenants and marina below. Any damage caused by items going over the patio railing will be the renters responsibility. Out of respect for our neighbours we lock the West patio door to encourage guests to move toward the East end of the patio away from the condominiums.

## STAFF

The event staff will ensure that FCYC is well maintained during your event. They can assist you on the day and will receive deliveries, provide information for supplies, and ensure the setup and facilities are as arranged.

Bartenders are scheduled an hour before guest arrival and are not permitted to work more than 12 hours without authorization from the Club Manager. Overtime will be charged at \$35/hour for any time worked over 8 hours. Their duties include pouring drinks for the event, and bussing tables for FCYC glassware.

# SITE VISIT & CONSULTATION

Site visits must be booked in advance through Darcy Goodrich, Club Manager between office hours of 8:30AM - 5:30PM. All site visits from clients or their vendors must be supervised by management.

If multiple site visits and consultation become excessive and are deemed unnecessary by the Club Manger a non-refundable \$100 per hour charge may apply and must be paid with credit card at the time of booking.

# **EQUIPMENT & FURNITURE**

The following furniture and equipment is included with your rental at no additional charge:

Furniture	Quantity
30"x 30" square table	24
30" round high-top table	8
6' foot folding table	6
60" Round Dining Table	10
White Folding Chair	100
High-top chair	36

There is built in Audio with iPod compatible system; 2-TV with HDMI Cable; and 1 Wireless Microphone. Please request use of items at the time of original booking. Any additional equipment requirements are the responsibility of the renter and brought in at the renter's expense.

# **BOARDROOM & SHIPPING CONTAINER**

The rental agreement does not include the usage of the boardroom. Use of this space will be subject to a charge of \$500/day. If you need to drop off rentals in advance the shipping container is available for rental at \$100/day.

## **DISABLED ACCESS**

Wheelchair access is available through the elevator located to the right of the stairs. FCYC also has a handicapped washroom available.

## **EVENT DETAIL PLAN & FLOORPLAN**

The event detail plan and floor plan is mandatory to be completed one month in advance to your event. Confirmation of the event detail plan and floor plan later than the deadline will result in charges of \$50/day. FCYC will assist with creating a floor plan for your event using our furniture. FCYC will have the facility owned furniture and equipment set for you at no further charge. If you require FCYC furniture and equipment to be removed this service will be subject to a \$100 labour fee.

# CATERING

Our exclusive catering company is EdgeCeptional Catering. They take care of all food service, rentals, table setting, flatware, and dishes for your event. BBQ's may be rented for \$50 each. No personal food or beverage items are permitted to be brought into FCYC. If it is found that you have undocumented food or beverage brought into the club your damage deposit will be retained. If you decide to bring in another licensed catering company, there is a \$400 galley fee.

# LIQUOR

Alcoholic beverages MUST be served by our staff or EdgeCeptional Catering staff. Wine may be brought into the Club for a corkage fee of \$15 per bottle opened plus GST & 18% gratuity. No alcoholic beverages are permitted to be brought into FCYC without authorization of the Event Sales Manager and will be subject to corkage fees. The discovery of outside alcohol will result in the loss of the damage deposit. The sale of alcohol or a corkage fee is subject to GST/PST and an 18% service charge. The bar must be closed by 1:00AM on Saturdays and 12AM on Sundays/Weekdays. FCYC reserves the right with its exclusive discretion, to expel anyone who in its judgment is intoxicated or under the influence of alcohol or drugs who shall in any manner do or participate in any act jeopardizing the rights, use of permit, or the safety of its staff, guests or building contents.

# PARKING

There is limited parking spaces (50) in FCYC's parking lot, therefore, we encourage carpooling and can't guarantee parking. We will not be held responsible for any vehicles parked in spots not marked with "FCYC". There is also paid & free parking up Granville St. and along Beach Ave. A parking map is available upon request.

## GAMING

Users must apply for a Gaming License from the Gaming Policy and Enforcement Branch. A copy of your permit must be submitted to FCYC office (Fax # 604-682-3614) at least 2 weeks prior to your event. The permit must be visible on the wall of the rented facility during your event. For information regarding gaming licenses, please visit <u>www.hsd.gov.bc.ca/</u>

## **GUEST SIGN IN POLICY**

FCYC is a private club and must keep a log of all guests, members or non member that attends the club for events. The renter must provide a guest list or seating chart to the Club Manager two weeks prior to your event date. In the case you are having an Open House style reception a sign in book will be provided for your guests to sign in upon entry.

## **DESIGNATED DRIVERS**

False Creek Yacht Club encourages responsible attitudes towards drinking and driving, and invites event organizers to implement a "designated driver" program during events. A designated Driver Program is intended to educate the public to plan alternate means of transportation after drinking alcohol. ICBC has provided a package of materials to help facilitate this for your event. Further information and resources can be found at <u>http://www.icbc.com/road-safety/safer-drivers/impaired-driving/kit</u>

## Guidelines

To benefit and encourage attendees to use alternate transportation:

- a) If possible, a Designated Driver announcement made to assembled guest, encouraging the use of a designated driver or alternative transportation for the event.
- b) Designated Driver information posted prominently at each station where alcohol is served.
- c) Designated Driver reminders at each table where guests are seated.

## FALSE ALARM BYLAW#7111

False alarms that are activated by a facility user and responded to by the Fire/Police Departments may be subject to a \$300 fee.

## **ULI FORCE MAJEURE CLAUSE**

The performance of this Contract by either party, in part or in full, is subject to acts of God, war, government regulations, disaster, acts of terrorism, strikes or threat of strikes (exception: Caterer may not terminate this Contract for situations involving the Caterer's employees), civil disorder, curtailment or delay in transportation facilities preventing at least 25% of the contracted participants from attending, or any other emergency beyond the control of either party making it inadvisable, illegal, or impossible to provide the facilities or to hold the meeting. This Contract may be terminated without a cancellation charge, or partially performed without a performance or attrition charge, for any of the above reasons by written notice from one party to the other

By signing below, I certify that I have read, understand and agree to comply with all rules and regulations of this Rental Agreement.

Signature

Date