

THE YORKTOWNE CLUB, Inc.

113 MILLHURST ROAD
MANALAPAN, N.J. 07726

www.yorktowneclub.com / 732-446-9870

RENTAL AGREEMENT

NAME: _____ ADDRESS: _____ PHONE #: _____
CELL #: _____ EMAIL: _____ TYPE OF FUNCTION: _____
DATE & TIME: _____ SET UP TIME REQUESTED: _____ TOTAL HOURS: _____
NUMBER OF GUESTS: _____ AGE RANGE : _____ SODA GUN (\$50 unlimited soda/mixers) (y/n) _____

1. The Lessee hereby agrees to conform and comply with all the rules and regulations governing the premises where the function takes place, including municipal, state and federal laws.
2. The premises and facilities shall be used only for the specific function for which they have been leased.
3. The Lessee shall take good care of all fixtures, furnishings and other property on the premises and assume responsibility for any damage and/or theft caused by the Lessee, its guests, its members or its agents. The Lessee agrees to hold the Yorktowne Club, Inc., (here and after will be referred to as Y.C.), and its agents harmless from any claim that may be asserted against it as a result of acts of the Lessee or its guests, its agents or its members. The Lessee guarantees that they maintain a homeowner's liability insurance policy which indemnifies the Y. C. against all causes of actions from the Lessee, its guests, its agents or its members.
4. The Lessee agrees that the Y. C. will not be held liable for any theft or damage of personal property during the hours of the function, set-up time and clean-up time.
5. The Lessee agrees that the Y. C. will not be held liable for any personal property left behind following the function by the Lessee, its guests, its agents or its members.
6. The Y. C. shall not be responsible for any damage caused by air conditioning failure, heating failure, fires, plumbing failure or acts of God.
7. The Lessee will be responsible for the safety and control of all its guests, its agents or its members.
8. The Lessee agrees that the Y. C. is not responsible for any vendors hired by the Lessee (i.e., band, acts, photographers, caterers, florists, etc.). All vendors must maintain liability insurance which indemnifies the Y. C. against all causes of actions resulting from their services. The Lessee shall hold harmless and agrees to indemnify the Y. C. for and all injuries that may occur on the premise to any of the "Lessee" or their guests. The Lessee also agrees that should a lawsuit arise as a result of the use of the premises that the Lessee agrees to defend the Y. C. bearing all costs of such defense including but not limited to counsel fees and cost of suit.
9. A \$200 deposit and a signed copy of this agreement will confirm commitment of this rental date and time. The balance due will be given to the Y. C. member present prior to the start of the function.
10. Any function cancelled within 30 days of the reserved date, the deposit will be non-refundable.
11. The Lessee agrees not to tack or tape anything to the walls or ceiling. Any damage which occurs as a result, the repair of same will be compensated by the Lessee.
12. The rental period for the club will run consecutively for 6 hours. This 6 hour period will include the actual function, set-up time and clean-up time, to be determined by the Lessee. The Lessee acknowledges that an additional overtime cost will be charged if the total rental runs over the allotted 6 hour period agreed, at the rate of \$50/hour.
13. The Lessee agrees that the premises and grounds will be left in the cleanliness and condition in which it was found and all equipment, chairs, tables and supplies will be returned to its original location, prior to the function. Any additional cleaning charges, deemed necessary by the Y. C., will be paid by the Lessee at a minimum charge of \$100.
14. The kitchen is available for reheating purposes only and will be left in its original condition. Any food or beverages left by the Lessee will be discarded.
15. The Y. C. does not sponsor or encourage the service of alcoholic beverages on the premise during the rental period. However, should the Lessee serve alcoholic beverages it shall not use anything owned or controlled by the Y. C. to serve said alcohol. Alcoholic beverages shall be served pursuant to all local, state and federal regulations. The Y. C. strictly prohibits the service of alcohol to those under the legal age as provided by local, state and federal law. The Lessee further holds harmless and agrees to indemnify the Y. C. for any and all potential liability that may arise on and off the Y. C. premises as a result of the service of said alcohol. The Lessee further agrees that should liability of any kind arise as a result of the service of alcoholic beverages it shall hold harmless, indemnify and bear all costs associated with a legal defense relative to such liability.
16. If the Y. C. does not enforce any provision of this agreement, said act by the Y. C. shall not be a waiver of any of their rights or any provision herein.
17. This is the entire agreement of the parties and all modifications must be made in writing and signed by the parties.
18. The terms and conditions of the within agreement have been fully discussed with and understood by the Lessee and said terms and conditions with no exceptions have been fully and completely agreed upon.
19. Included: 10 - 60 inch round tables, 3 - 8 foot and 3 - 6 foot rectangle tables, 90 chairs, 10 bar stools, 2 coffee urns, ice, and refrigerator.

I have read and acknowledge the above written rental agreement and agree to comply with all of the provisions set forth:

Signature: _____ Name: _____ Date: _____

CLUB SECTION: Date deposit received: _____ Check # or cash: _____ Amount: _____

Receipt Number: _____

Total rental charge: Club _____ Additional hours _____ Soda Gun _____ Total _____

Amount due: _____ Affiliation: _____