

OMENA TRAVERSE YACHT CLUB, INC.
Rental Agreement for OTYC Club

1. **Parties.** This Rental Agreement is entered into on the _____ day of _____, 20__ by:
- (A) *Owner.* Omena Traverse Yacht Club, Inc. (OTYC) is the owner and landlord of the property at 4759 North Manitowahby Road, Omena, Michigan (“Club”).
 - (B) *Renter(s).* The OTYC Member-Sponsor(s) and Renter-Relatives whose names and signatures are found below and who, jointly and severally, are called “Renter.”
- OTYC rents the Club to Renter under the terms and conditions stated below.

2. **Renter.**

CHECK ONE

- (A) *OTYC Member.* Renter is a Full Adult OTYC Member in good standing (and not a Guest Member).
- (B) *OTYC Member-Sponsored Relative.* Renter-Relative(s) is _____ (Relationship)¹ of OTYC Member-Sponsor _____ (Member-Sponsor’s name who is not a Guest Member but who is an OTYC Full Adult Member in good standing). *Note: See Attachment B – The Renter-Relative(s) must attach an Event-specific insurance Rider (meeting all conditions of Appendix B) before this Application will be considered by the Board.*
- (C) *Designated Nonprofit Organization.* Renter is one of the following:

CHECK ONE

- Cherry Basket Neighbors (CBN)
- Omena Historical Society (OHS)
- Omena Village Preservation Association (OVPA)
- Omena Woods Association (OWA)
- Other (specify) _____

3. **The Event.**

CHECK ONE

- (A) The Event is described as: _____

where expected attendance is a maximum of _____ people (not more than 140 people).

CHECK ONE

- No portable toilet is needed as expected attendance is less than 75.
 - One (1) portable toilet must be rented as expected attendance is 75-100.
 - Two (2) portable toilets must be rented as expected attendance is 101-140; portable toilets must be rented from Houdek’s Plumbing (Lake Leelanau MI).
- (B) This Event will occur on the _____ day of _____, 20__ (Event Date) which is ...
- CHECK ONE**
- Memorial Day to Opening Dinner
 - after 2nd weekend in August through Labor Day
 - after Labor Day through October 1st.
 - between Memorial Day and October 1st if the Renter is a Designated Nonprofit Organization and the Event will not conflict with scheduled Club activities.

¹ Grandparents, parents, siblings, children and grandchildren of OTYC Member-Sponsor.

Rental Agreement for OTYC

RENTER & SPONSOR INITIALS

OTYC COMMODORE INITIALS

Rev. 05/11/2022

4. **Alcoholic Beverages.**

CHECK ONE

- (A) At this Event, alcoholic beverages will be provided (**but not sold**), or guests will be permitted to BYOB (bring your own bottle). **Note: See Attachment B – Both the Member-Sponsor(s) and the Renter-Relative(s) must each attach a separate Event-specific insurance Rider (meeting all conditions of Appendix B) before this Application can be considered by the Board.**
- (B) At this Event, alcoholic beverages will NOT be allowed.

5. **Access to the Club.**

- (A) Renter may have access to the Club the day prior to the Event Date from 12:00 Noon to 5:00 P.M. for preparation, set-up and decorating.
- (B) Renter may have access to the Club on The Event Date from 12:00 Noon to 11:59 P.M.
- (C) Renter may have access to the Club the day after the Event Date from 8:00 A.M. to 12:00 Noon to clean up and remove equipment.

6. **Security Deposit and Rental Fee.** The Security Deposit and Rental Fee are due upon signing this Rental Agreement and are calculated as follows:

CHECK ONE

(A) *Security Deposit* (held under terms of ¶ 10)

- Designated non-profit organizations (OWA, OVPA, OHS, CBN, Other) *Waived*
- All others..... \$500.00

ADDITIONAL RENTAL FEE - CHECK ONE

(B) *Fee if Renter is OTYC Member and use is by Member and not Relatives:* + \$ _____

CHECK ONE AND ENTER AMOUNT

- Memorial Day to Opening Dinner (\$1,500 per day starting with the day of set up, maximum \$4,500)
- after 2nd weekend in August through October 1st (\$1,500 per day starting with the day of set up, maximum \$4,500)

(C) *Fee if Renter is OTYC Member-Sponsored Relative:* + \$ _____

CHECK ONE AND ENTER AMOUNT

- Memorial Day to Opening Dinner (\$2,000 per day starting with the day of set up, maximum \$6,000)
- after 2nd weekend in August through October 1st (\$2,000 per day starting with the day of set up, maximum \$6,000)

(D) Total Security Deposit plus Rental Fee included with this Agreement..... = \$ _____

7. **Cleaning.** Professional cleaning of the Club before and after the date of the Event is included as part of the Rental Fee. However, Member-Sponsor(s) (and Relative(s), if any) are liable for any cleaning fee in excess of that covered by the Security Deposit.

8. **House Rules.** Renter acknowledges reading the House Rules (attached) and agrees that Renter, their guests and other participants will abide by each of them.

9. **Surrender of the Club.** Renter must remove all food, decorations, equipment and other personal property, placing garbage in disposal receptacles. Renter shall surrender the premises to OTYC at 12:00 Noon the day after the Event Date in the same condition as the Club and premises were in on the day before the Event Date, except for normal wear and tear.

Rental Agreement for OTYC

RENTER & SPONSOR INITIALS

OTYC COMMODORE INITIALS

Rev. 05/11/2022

10. **Security Deposit.** The Renter agrees to this disposition of the balance of any security deposit:
 - (A) The security deposit will be used to reimburse OTYC for actual damages to the Club, its property, and premises (or any ancillary facility) that result from the Event.
 - (B) The security deposit will be applied to repair any damage (beyond normal wear and tear) and any excessive cleaning costs incurred by the Club incident to the Event. Based upon the recommendation of the OTYC Building & Grounds Committee, the Treasurer may return none, some or all of the Security Deposit to Renter, or may assess additional charges for damages and excessive clean-up that will be charged to the OTYC Member-Sponsor(s) (and Relative(s), if any).

11. **Non-Assignment.** Renter may not assign, sublet, or otherwise transfer or convey any portion of its interest under this Rental Agreement.

12. **Renter Liability.** Renter retains the sole risk of loss for any property of the Club, the Renter or the Renter’s Guests, invitees, or participants in the Event.

13. **Indemnity.** Renter will release, indemnify, defend and hold harmless OTYC (its officers, directors, members, attorneys, and contractors) for any liability, loss, damage, cost, or expense (including attorney fees) based on any claim, demand, suit, or action by any party with respect to any loss, personal injury (including death) or property damages from any cause arising as a result of this Rental Agreement, including injury or damages to Renter, invited or uninvited guests or other participants.

14. **OTYC Member-Sponsor Duties.**
 - (A) The Member-Sponsor(s) shall meet (along with two current Board members) before the Event with any non-member who rents the Club to review the House Rules and terms of this Rental Agreement.
 - (B) The Member-Sponsor(s) shall be in attendance at the Event at all times and shall assure that:
 - (1) the Rental Agreement and the House Rules are followed;
 - (2) the Club is promptly vacated and surrendered on the time/date stated above;
 - (3) the Club is restored to it original condition (i.e., all food, beverages removed, garbage in appropriate containers and taken out, kitchen cleaned, etc.).

15. **Approvals.** This Rental Agreement is conditioned on approval of the OTYC Board upon receipt of the signed Rental Agreement, Security Deposit, and Rental Fee (see ¶¶ 6 and 10). Upon approval the Event will be scheduled on the Club social calendar by the Commodore.

16. **Binding Effect.** This Rental Agreement binds and benefits the parties and their successors and assigns.

17. **Arbitration.** Any claim or controversy arising in or out of this Rental Agreement concerning the Event, any Renter, invited or uninvited Guests, OTYC or its members is subject to final and binding arbitration under the American Arbitration Association Commercial Arbitration Rules and a judgment may be entered upon the award in any court with jurisdiction; all arbitration hearings shall be conducted in Omena, Michigan before an arbitrator licensed to practice law in Michigan and with at least 15 years experience in commercial law as an attorney.

Rental Agreement for OTYC

RENTER & SPONSOR INITIALS

OTYC COMMODORE INITIALS

 Rev. 05/11/2022

18. **Entire Agreement.** This is the entire Rental Agreement of the parties and no other express or implied agreement is binding. This Rental Agreement may only be modified by a writing signed by all parties.

OTYC Member-Sponsor(s)

Signed on the _____ day of _____, 20__

X _____
Name [Must Sign]

X _____
Spouse (if married) [Must Sign]

Address

City, State Zip

Cell phone

Alternate phone

Email

OTYC member-Sponsored Renter-Relative(s)

[if Event is for Relative(s)]

Signed on the _____ day of _____, 20__

X _____
Member-Sponsor [Must Sign]

X _____
Spouse (if married) [Must Sign]

Address

City, State Zip

Cell phone

Alternate phone

Email

Application Approved:

Signed on the _____ day of _____, 20__

X _____
Commodore

Attachments

- A. House Rules
- B. Insurance Policy (if Box 2(B) or 4(A), or both, are checked)
- C. Security Deposit and Rental Fee

Rental Agreement for OTYC

RENTER & SPONSOR INITIALS

OTYC COMMODORE INITIALS

Rev. 05/11/2022

House Rules

**Attachment A
OMENA TRAVERSE YACHT CLUB, INC.**

Rev. 05/11/2022

1. Use of the Club

- (A) Rental or use of the Club is only with approval of the Board and is subject to the Renter and any Member-Sponsor signing the OTYC-approved Rental Agreement.
- (B) The Club may not be rented for school graduation parties.
- (C) No parking in front of the boat ramp. Do not dive, jump, or swim off the dock. Guests must respect the privacy of the boats in the dock slips.
- (D) All Events must clear the premises by 11:59 P.M. on the night of the Event and the doors must be locked.

2. Safety Precautions

- (A) Maximum building capacity is limited to 140 people.
- (B) NO SMOKING in the building, on the porch, or anywhere on the property at any time.
- (C) NO CANDLES or FIREWORKS of any kind are permitted anywhere on the property or in the bay out from the Club.
- (D) Due to the limitations of the electrical wiring, no extra lights may be strung in the rafters or on the balcony.
- (E) Electrical heaters are strictly prohibited. No floral, or any other, decorations may be attached to any light fixtures (e.g., ship’s wheel).
- (F) All doors marked with the “Exit” sign must be unlocked during the Event.

3. Equipment and Decorations

- (A) Renters must be present to receive and release rental equipment (e.g., tents, tables, etc.) at the Club.
- (B) All decorations and other equipment or furnishings provided by Renters must be removed by 12:00 Noon on the day after the Event.

4. Food and Beverage

- (A) The sale of alcoholic beverages is prohibited.
- (B) OTYC is not licensed as a commercial kitchen. Therefore, all food cooking must be accomplished offsite. The oven and stove may only be used to warm prepared food.
- (C) No food shall be left unattended before or after the Event.

END OF DOCUMENT

Rental Agreement for OTYC

RENTER & SPONSOR INITIALS

OTYC COMMODORE INITIALS

Rev. 05/11/2022

Attachment B
Insurance

If *neither* Box 2(B) nor Box 4(A) is checked (in the Agreement, above), then please initial below and disregard the balance of this page.

If *either* Box 2(B) or Box 4(A), or both, is checked (in the Agreement, above) then the insurance requirements below must be met after the Commodore approves this Application but before the Application can be considered by the Board.

Determining Insurance Requirements

CHECK ALL THAT APPLY

- Box 2(B)** was checked [Rental-Relative(s) must provide insurance policy and rider]
- Box 4(A)** [Alcoholic beverages will be provided (but not sold), or guests will be permitted to BYOB (bring your own bottle), or both Box 2(B) or 4(A). *Note: Two separate insurance policies and two separate riders must be attached, one from the OTYC Member-Sponsor(s) and a second from the Renter-Relative(s). Please follow all insurance requirements, below*].

Review of Insurance Policies

CHECK EACH BOX TO INDICATE THAT THE PROVISION IS MET

- Insurance Policy with _____ Insurance Company (Policy # _____) in effect from _____ (starting coverage date) until _____ (ending coverage date) and Rider covering the Event described in ¶ 3 (above).
- The Policy and Rider are fully prepaid for the period including the Event Date, the day before, and the day after the Event.
- The Rider specifically incorporates by reference this Rental Agreement by reciting the title of this Agreement [“Rental Agreement for OTYC Club” dated (DATE)], the Event and the Event Date (including the days before and after the Event Date) and...
 - identifies the “Omena Traverse Yacht Club, Inc.” as an ADDITIONAL NAMED INSURED, and
 - provides a minimum of \$1 million coverage for off-premises personal injury, property damage, and
 - provides for off-premises liquor liability (if ¶ 4(A), in the above Agreement, is checked).

Rental Agreement for OTYC

RENTER & SPONSOR INITIALS

OTYC COMMODORE INITIALS

Rev. 05/11/2022

Attachment C
Security Deposit and Rental Fee

**ATTACH YOUR CHECK HERE
FOR AMOUNT, SEE ¶ 6 OF RENTAL AGREE-
MENT**

Rental Agreement for OTYC

RENTER & SPONSOR INITIALS

OTYC COMMODORE INITIALS

Rev. 05/11/2022