

GREEN HARBOR YACHT CLUB, INC.
LICENSE AGREEMENT

This License Agreement is made this _____ day of _____, 20____ by and between the Green Harbor Yacht Club, Inc. (the "Club") and _____ of _____ (the "Licensee").

The Club hereby grants to Licensee a non-exclusive right to use the function hall at the premises at 257 Dyke Road, Green Harbor, MA, on _____, from approximately _____ to _____ (the Rental Period), for the sole purpose _____ (which must include food service), to be attended by not more than _____ people (the "Function").

It is understood and agreed that the function hall is available for rental by Club **members only and** may not be rented by a member for use by a non-member. This agreement and the rights granted hereby may not be assigned or transferred to anyone other than the Licensee executing this agreement.

It is understood **that the Club is always open to its members**, including during the Rental Period.

By vote of the membership, the club hall is a smoke-free facility. **Smoking is NOT allowed within the building at any time**, but is allowed on the deck, with proper disposal of all smoking materials required.

The cost for the use of the Club for the Rental Period is \$150.00 (the Rental Fee), plus a security deposit of \$50.00, to be retained by the Club until an inspection of the premises determines that the building is free of damage and debris. The rental covers attendance of children and up to 70 adults.

This fee is due and payable on contract signing which confirms the reservation.

*** Additional Terms ***

1. The Club holds a license granted by the Commonwealth of Massachusetts and is responsible for always complying with state and local regulations, including during the Rental Period. No alcoholic beverages are permitted on the premises except those purchased from the Club and consumed within the building or on the enclosed deck. The licensee agrees not to allow the consumption of alcoholic beverages by any person attending the Function who is under 21 years of age. The Club reserves the right to cease serving alcohol at any time (or to any individual) the bartender deems necessary or prudent to be in compliance with the law and the terms of its license. The Club further reserves the right to halt the Function prior to the end of the Rental Period if the bartender determines it to be necessary or prudent to protect the Club or preserve order. The Club shall have no liability to the Licensee for any early termination of the Function.
2. The Licensee is responsible for the conduct of all persons attending the Function, including the supervision of children. **Children are to remain inside the building or on the enclosed deck and shall be supervised at all times.** Use of the pool table by children is permitted only under the direct supervision of an adult; and children should not be allowed to sit on the pool table or use it in any fashion, which poses a risk of damage or injury. All persons attending the Function, except those who are Club members, must vacate the Club premises at the end of the Rental Period.
3. The Licensee shall be responsible for any damage to the Club during the Function. In the event of damage, the security deposit shall be retained by the Club as a credit against the costs of restoring the premises. The Licensee shall be responsible for the full cost of repairing any damage and shall reimburse the Club for all expense more than the security deposit within 10 days of the receipt of a damage report.
4. The Licensee shall be allowed to decorate the Club on either the evening prior to, or the morning of the Function **provided there is no other activity scheduled.** In decorating, the Licensee shall not use nails, screws, or other materials, which may deface the walls, ceiling, or woodwork. Masking tape may be used

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to affix decorations. No club furnishings may be removed from the building at any time, and the Licensee shall return any furnishings that are moved within the building to their original location. The Licensee shall insure that any reconfiguration of tables and/or chairs within the hall shall be in such a manner that egress from the building is not impeded, and clear and easily negotiable pathways to the building exists are always maintained. **All Functions must include the service of a meal, which may be either sit-down or buffet style.** The Licensee or any catering service hired by the Licensee shall be allowed the use of the kitchen facilities. The Licensee is responsible for his/her own food, condiments, and paper products. No food or paper products shall be left in the kitchen or anywhere in the building. The Club shall have no liability for the payment of any meals tax which may be due in connection with the function, which shall be the sole responsibility of the Licensee and/or any catering service hired by the Licensee.

6. By the end of the Rental Period, the Licensee shall have restored the function hall and kitchen area to the same condition they were at the commencement of the Rental Period. The cleaning responsibilities of the Licensee include disposing of all food, paper goods, tablecloths, and decorations. All refuse shall be disposed of from the barrels provided to the dumpster. Mop up any spillage on floors. Chairs, tables, and furnishings must be restored to original location. Make sure coffeepots are turned off and cleaned.
7. The Licensee is solely responsible for any caterer, DJ, or entertainers, or any other third party by the Licensee for the Function, and the Licensee agrees to indemnify and hold the Club harmless from any cost or claim asserted by any such third party. **Any musicians, DJ, or other entertainment using speakers or sound amplification must connect solely to the electrical outlet that is tied to the fire alarm system (near main door).**
8. The bar includes one bartender which can handle up to 70 adults in attendance. If this number is exceeded an additional bar tender is required at a flat fee of \$75.00. This fee is payable at contract signing if known or 15 days prior to the event if original numbers increase above 70 adults.
9. The Club is not responsible for any lost or stolen property of the Licensee or any person attending the Function.
10. ADDITIONAL PROVISIONS:

Agreed to as of the day first written above.

Green Harbor Yacht Club, Inc.

Licensee

By: _____

Its: Commodore
Duly authorized

The Club will not be rented for any profit-making function, and (with limited exceptions approved by BOD) is not rented between July 1st and Labor Day. June 15-30 events must end by 4pm.

The Club may refuse any rental request, if deemed by the Board of Directors not to be in the Club's best interest.

Please fill in: DJ: yes no

Caterer: yes no (own food prep)

Estimated # of Guests:

Time for Decorating: