

**POQUOSON YACHT CLUB
RENTAL POLICIES AND PROCEDURES
Revised September 2016**

INTRODUCTION

The purpose of this document is to provide all renters of the Poquoson Yacht Club with uniform information for the use, cleanliness, and protection of the facilities. Adherence to policies, rules/guidelines, and rental contract are necessary to assure partial or full refund of the security deposit.

Only Poquoson Yacht Club members or a board appointed representative is eligible to sponsor a PYC rental. If no member sponsor is available a board representative will be appointed and paid by the renter at the current rate to be specified. The payment should be made payable to that person whose name will be provided at the time the rental is paid. Any PYC member in good standing may rent the PYC facilities for their personal use (*Member Use Rental*) or may sponsor a non-member use (*Civic Use Rental* or *Non-Member Rental*) as specified by the Board. The PYC member will be the contact person with the Club Rental Agent and will act as the designated manager during the event.

Before any renter is permitted to use the Club facilities he/she must do a pre-event walk through with the Club Rental Agent. At the end of the event when all cleaning and restoring to proper order by the renter has been completed, the Club Rental Agent will make a final inspection and determine whether to refund all, part, or none of the security deposit. If there are any damages which exceed the amount of the security deposit, the renter will be billed accordingly.

RULES/GUIDELINES/Renter Acknowledgement

1. Only a PYC member in good standing may rent the PYC facilities. Rentals must be approved by the board and are not confirmed until board approval is received. The member must maintain their membership in good standing through the rental period. If a person terminates their membership, any future rentals will become null and void and will need to be re-negotiated at the *Non-Member Rental* rate.
2. PYC *Member Use Rentals* are for the member's personal use; non-commercial and not reimbursed by another party.
3. The PYC member and the Club Rental Agent MUST do a pre-event walkthrough at least 24 hours prior to the event. The time and date of the pre-event walkthrough will be determined by the Club Rental Agent.
4. The PYC member MUST be present during the entire event and acts as the designated manager. The PYC member is responsible for all Club property and the conduct of all guests.
5. There will be one adult (21 years of age or older) chaperone for each group of 10 attendees who are under 21 years of age.

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6. Events must conform to the Poquoson Noise Ordinance. The Poquoson Noise Ordinance can be acquired by calling the City of Poquoson.

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7. The maximum number of people is 217; club provided Dining Capacity is 120.
8. The time for any rental event is between 10:00 AM to 12:00 Midnight.
 - a. The hours may be flexible based on renter needs and other PYC commitments for the facility.
 - b. For an additional fee, extra time can be purchased before or after the rental period to allow for setup or cleanup. This extra time is based on availability.
9. **Use of Alcoholic beverages** – Alcoholic beverages may be served during rentals, however:
 - a. Alcoholic beverages ARE NOT to be served to underage persons as defined by the Commonwealth of Virginia.
 - b. The SELLING of alcoholic beverages is strictly prohibited. Renters may not sell beer, wine, mixed drinks, or any other form of alcoholic beverages.
 - c. The designated manager is responsible for all alcohol consumed on the premises.
10. Possession, sale, or use of illegal/controlled substances or weapons on the PYC property is strictly prohibited.
11. Pets are not permitted in the buildings or on the grounds during a rental event.
12. Smoking is not permitted anywhere inside the Clubhouse or on the back deck, to include the stairs. Smoking is permitted on the front porch and other outside areas of the Clubhouse. Cigarette butts or remnants on the grounds MUST be extinguished, picked up, and put in the trash.
13. Barbecuing:
 - a. No barbecuing is allowed on the deck or pier.
 - b. Barbecuing is allowed on the concrete pad of the pavilion behind the clubhouse and on the grounds provided the grill is set a safe distance (minimum 10 feet) away from the building and any other flammable items.
 - c. Renters may not use the PYC owned barbecue grill.
 - i. This rule is not applicable to **Member Use Rentals**. Please refer to rule number 2 for definition of a **Member Use Rental**.
 - ii. If the PYC grill is used, the propane tanks must be left full.
14. Decorations:
 - a. Decorations may be attached to surfaces, ceiling and floors with masking tape or other fasteners which WILL NOT leave permanent marks when removed.
 - b. No decorations may be attached to fabric wall coverings, flags or burgees.
 - c. NAILS, THUMB TACKS, STRAIGHT PINS, OR STAPLES MAY NOT BE USED.

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15. Pictures, plaques or other PYC decorations such as flags or burgees may NOT be removed or changed.
16. Rice, confetti, or paper petals MAY NOT BE USED; birdseed may be used ONLY OUTSIDE THE BUILDING.
17. Moving of Furniture:
 - a. Inside the building, only the tables, and chairs in the Banquet Room and Bar may be rearranged to meet the needs of the renter.
 - i. These items MAY NOT BE taken outside the building.
 - ii. Bar furniture must be lifted and not dragged over the hardwood flooring.
 - iii. Any furniture that is moved must be returned to its original position during cleanup.
 - b. Outside the building, the deck furniture may be re-arranged and may be taken off the deck and used in the grassy areas.
 - i. Deck furniture may not be taken inside the building
 - ii. Deck furniture may not be taken onto the dock,
 - iii. Due to frequent strong gusty winds around the club area, care should be taken to insure that the deck furniture is not blown into the water.
 - iv. Any deck furniture that is moved must be returned to its original position during cleanup.
 - c. The remaining clubhouse furniture and accessories such as sofas, chairs, tables, bar, lamps, plants, etc. MAY NOT BE MOVED.
18. The following areas and items are OFF LIMITS to renters:
 - a. KITCHEN PANTRY/BAR STORAGE ROOM,
 - b. Beer Kegs and Taps,
 - c. PYC consumables (Refrigerated items, Alcoholic Beverages, Soft Drinks, Paper Plates, Napkins, etc.) are not to be used during any rentals,
 - d. ACCESS TO THE POOL TABLE.
 - i. This rule is not applicable to *Member Use Rentals*. Please refer to rule number 2 for definition of a *Member Use Rental*.
 - ii. The normal gaming rates of the PYC apply to pool table usage.
19. After-event cleanup MUST be done based on the ‘RENTAL EVENT CLEANUP CHECKLIST’.

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Member Guidelines for Sponsors of *Civic Use Rental* or *Non-Member Rental* Events

1. Only PYC members are eligible to rent the facility. A PYC member or a paid board representative is eligible to sponsor a PYC rental.
2. The PYC member or the paid board representative will be the contact person with the Club Rental Agent.
3. The PYC member or the board appointed representative, the non-member, and the Club Rental Agent must perform a pre-event walkthrough at least 24 hours prior to the event.
4. The PYC member or the board appointed representative must be present during the entire event to include pre-event setup and post-event cleanup and act as the designated manager during the event.
5. The PYC member or the board appointed representative is responsible for all club property and the conduct of all guests.
6. The PYC member or the board appointed representative will pickup and return the club key to the Club Rental Agent.
7. The PYC member or the board appointed representative will keep the club key in his/her possession at all times.
8. At the end of the event, after cleaning and restoring the club to proper order, the PYC member, rental agent or the board appointed representative will meet with the Club Rental Agent to conduct a final inspection

PYC Member Sponsor _____

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RENT AND SECURITY DEPOSIT

1. Submit a check to Poquoson Yacht Club for the security deposit along with a completed Rental Contract to the Club Rental Agent. There will be a \$30 fee plus additional associated bank charges for a returned check. Rentals and their dates are not final until approved by the PYC Board of Directors.
2. Payment
 - a. The Security deposit is due the day the rental agreement is submitted for consideration.
 - b. Full payment of the Rental Fee is due 30 days prior to the scheduled event.
 - c. Failure to provide full payment for the rental prior to the cancellation date will be considered an automatic cancellation.
3. Cancellations
 - a. The Cancellation/Change deadline is 30 days prior to the event.
 - b. A full refund will be provided if an event is canceled before the cancellation deadline.
 - c. Failure to notify the club of a cancellation prior to the deadline will result in a forfeiture of all or part of the security deposit up to the full rental amount.
4. Changes
 - a. Changes to the date of the event may be made prior to the cancellation date, subject to availability, without penalty.
 - b. Changes made after the cancellation date will result in a penalty of 50% of the security deposit.
 - c. Date changes could result in a rate change.
 - i. If the rate increases, the difference is due at the time of the change.
 - ii. If the rate is less, the difference will be refunded with the security deposit.
5. If the facility is not available on the rented date because of an act of God, loss of power, or any other event beyond the control of PYC, a full refund will be provided. PYC will not be held liable for any other losses incurred by the renter because of such events.
6. In the event of a dispute of any rental terms, PYC Board and its Club Rental Agent will deal ONLY with the PYC member renting the Club.

SUPPLIES

1. Appropriate housekeeping supplies will be provided by Poquoson Yacht Club. Please notify the rental coordinator if the appropriate housekeeping supplies were not available.
2. All other supplies are the responsibility of the renter.

DOCUMENTS AND FORMS

The following forms are a part of the Policies and Procedures:

Rental Fee Structure

Rental Event Cleanup Checklist

Universal Rental Agreement

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Rental Fee Structure

| | <u>Civic & Social Member</u> | <u>Non-Member Use</u> |
|--|---|------------------------------|
| Monday - Thursday | \$300 | \$400 |
| Sunday | \$400 | \$600 |
| Saturday and Holidays | \$600 | \$1200 |
| Security Deposit | \$400 | \$400 |
| Extra Time for Setup or Cleanup <i>(based on availability)</i> | \$ 50 | \$ 50 |

Sound System is Available at no charge, No Microphones are provided with the unit

IRS's definition of Civic Organizations:

Section 501(c)(4) of the Code describes civic leagues or organizations not organized for profit but operated exclusively for the promotion of social welfare.

Section 1.501(c)(4)-1(a)(2)(i) of the regulations provides that an organization is operated exclusively for the promotion of social welfare if it is primarily engaged in promoting in some way the common good and general welfare of the people of the community. An organization embraced within this section is on which is operated primarily for the purpose of bringing about civic betterment and social improvements.

Applications are approved at the boards discursion.

NON-MEMBER RENTAL CLEANING

1. All Non-member rentals are required to pay for post-event cleaning by the club's designated person at current cost of cleaning to be specified. This cleaning payment should be made payable to that person whose name will be provided at the time the rental is paid. If the facility is left in a very unsatisfactory manner and requires extra time to be cleaned an additional charge will be assessed.

CIVIC and SOCIAL MEMBER RENTAL CLEANING

1. The Yacht Club has the right to waive the requirement for Civic groups and Social Members to pay for post-event cleaning. Rentals to Civic organizations and Social Members may be permitted to do their own cleaning as outlined under "**Member Rentals Clean Up Routine.**" If the facility is left in an unsatisfactory manner and requires additional cleaning, charges will be assessed.

Cleaning Fee Waived: YES _____ NO _____ BY: _____ Date: _____

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MEMBER RENTAL CLEAN UP ROUTINE

1. Waste Baskets - Empty all waste baskets and put in liners
2. Restrooms – Clean sinks, toilets and mirrors. Sweep and wet mop floors.
3. Kitchen – Wipe down counter tops, cabinet fronts, and refrigerator doors. Scour sinks. Sweep and wet mop floor.
4. Bar – Wipe down bar top and bar tables. Wipe down wet bar counter top and scour sink. Vacuum carpeted area and wet mop wet bar area.
5. Front Hallway – Shake area rugs, vacuum carpeted areas.
6. Dining Area – Wipe all tables, vacuum carpeting. Make sure all tables and chairs are back in original position.
7. Meeting Room – Vacuum carpet and clean all glass area.
8. Trash - All trash must be placed in the dumpster. The dumpster key is located on a hook on the inside of the kitchen doorframe.
9. Report any rental issues or damages to the PYC Rental Coordinator

PYC Contact Information (757) 868-7792

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RENTAL FINAL INSPECTION

Today's Date: _____

Renter: _____

Date Club was rented: _____

Inspected By: _____

Check one or more of the following:

_____ Club is clean with no damage and security deposit should be refunded in full to renter

_____ Club is not clean and \$_____ of the security deposit should be refunded

_____ Club property has been damaged and \$_____ of the security deposit should be refunded

_____ Club Property damage exceeds amount of security deposit

_____ Date Treasurer was notified



PYC Facility Rental Form

Date of Event _____ Change/Cancelation Date _____ (30 days before event date)

| Member/Sponsor Information <i>(Member information required for all rentals)</i> | |
|---|-----------|
| PYC Member Name | Telephone |

| General Event Information <i>(Event Information required for all rentals)</i> | | | |
|---|------------|--------------------------------|----------------------|
| Type of Event (Function); Be Specific | | | |
| Setup Time 10:00 AM | Start Time | End Time 12:00 Midnight | Finish Clean Up time |
| No. Guests | No. Guest | Will alcohol | if yes, |
| (Total) | under 21 | be served? | what type? |

| | |
|---|-----------|
| (Select one) Non-Member <input type="checkbox"/> Civic <input type="checkbox"/> (Yellow fields required For Non-Member or Civic Rental Only) | |
| Contact Person | Email |
| Address | Telephone |
| Organization Name <i>(if applicable)</i> | |

ALCOHOLIC BEVERAGES MAY NOT BE SOLD.

As a PYC member in good standing and in accordance with the Rental Policies and Procedures which I acknowledge having read and accept, I request the use of the PYC facilities as indicated below. (See Rental Fee Structure on Page 6)

Deposit refunds will be mailed back to the name and address on the deposit check.

| | Amount | Date |
|--|--------|------|
| Refundable Security Deposit | | |
| <small>(Due 1 month prior to event) PYC Clubhouse Rental</small> | | |
| Total Payment Due | | |
| Cleaning | | |
| | | |
| Total Deductions from deposit | | |
| Refund Amount | | |

The PYC member sponsor is in charge of the event and is fully responsible for the actions of all guests and shall oversee the proper use of the building, associated equipment, furnishings, and shall be present for the entire event. (Please refer to Rental Policies and Procedures for detailed descriptions of the responsibilities associated with the use of the PYC facilities).

The renter agrees not to hold PYC liable or seek damages for any losses incurred by the renter if the facility is not available on the rented date because of an act of God, loss of power, or any other event beyond the control of PYC.

PYC is not liable for any personal injuries or damage to personal property incurred while on PYC property or after leaving PYC.

Agreement with all the terms outlined above plus those stated in the Rental Policies & Procedures is indicated by the undersigned.

PYC Member Signature _____ Date _____

| | |
|------------------------------------|------------|
| Non-Member Contact Signature _____ | Date _____ |
| <i>(if applicable)</i> | |

Return this document with appropriate check or money orders to the Rental Chairman
 * Please make checks payable to

In order to rent the club on a Saturday night at the Member Rate you must be a member for 6 full months.