



The Cape Fear Yacht Club

4791 Fish Factory Road, Southport, NC 28461
Mailing Address: CFYC, P.O. Box 10180, Southport, NC 28461

CAPE FEAR YACHT CLUB EVENT SPACE MEMBER USAGE AGREEMENT & CONTRACT

CFYC members in good standing may apply to use the clubhouse at no charge (excluding bar service, insurance, and cleaning costs) if they have been a member of the club for the 18 months prior to the date of the proposed event. If a member in good standing has been a member of the club for less than 18 months and wishes to use the clubhouse, then the total amount of monies paid by the member in Initiation and Membership fees will be deducted from \$1,385 (Friday-Saturday rental cost) or from \$450 (Sunday-Thursday rental cost) and the balance will be the cost to use the clubhouse for an event. Members may use the clubhouse for a private party or party where CFYC members are invited. Members may use the clubhouse up to 2 times in a 12-month period. No events can be posted or advertised publicly. Under no circumstance may an entrance fee, registration fee or any other type of fee be collected from attendees of an event held on CFYC property. All member requests for using the CFYC clubhouse must be approved by the CFYC Board of Governors.

To reserve and confirm your date please make a check payable to **The Cape Fear Yacht Club** for 50% of the daily usage fee (minus monies paid) and a completed Event Space Usage Agreement & Contract and mail to:
Cape Fear Yacht Club, P.O. Box 10180, Southport, NC 28461.



Once your check and all completed/signed paperwork is received by the Cape Fear Yacht Club and reviewed and approved by the CFYC Board of Governors your requested date will be confirmed. For your confirmation, we will mail you a copy of the Cape Fear Yacht Club Event Space Usage Agreement & Contract signed by the Cape Fear Yacht Club Event Director.

Should you have any questions or require additional information please contact Cape Fear Yacht Club Event Director: Catherine Smith (704) 650-5606. Or send an email to clubhouse.rental@capefearyachtclub.org.





CAPE FEAR YACHT CLUB EVENT SPACE MEMBER USAGE AGREEMENT & CONTRACT

Event Date: _____ Set-Up Time: _____ Event Start Time: _____ Event End Time: _____ Wrap Time*: _____

Event Name: _____ Number of Attendees: _____

Single Event or Multiple days/nights

If event is for a Club, Group, or Business Organization state its purpose: _____

**Member(s): _____ Member # _____

Address: _____ City: _____ State: _____ Zip _____

Contact: _____ Company: _____

Primary Phone: _____ Secondary Phone: _____

Email address: _____

***Wrap Time** refers to the agreed upon time the booking party must have the event space returned to its original condition.

****Member** refers to the CFYC member requesting use of the CFYC clubhouse

CAPE FEAR YACHT CLUB EVENT SPACE MEMBER USAGE AGREEMENT & CONTRACT

MEMBER USE OF CLUBHOUSE

CFYC members in good standing may apply to use the clubhouse at no charge (excluding bar service, insurance, and cleaning costs) if they have been a member of the club for the 18 months prior to the date of the proposed event. If a member in good standing has been a member of the club for less than 18 months and wishes to use the clubhouse, then the total amount of monies paid by the member in Initiation and Membership fees will be deducted from \$1,385 (Friday-Saturday rental cost) or from \$450 (Sunday-Thursday rental cost) and the balance will be the cost to use the clubhouse for an event. Members may use the clubhouse for a private party or party where CFYC members are invited. Members may use the clubhouse up to 2 times in a 12-month period. No events can be posted or advertised publicly. Under no circumstance may an entrance fee, registration fee or any other type of fee be collected from attendees of an event held on CFYC property. All member requests for using the CFYC clubhouse must be approved by the CFYC Board of Governors.

CONDITIONS AND RESPONSIBILITIES OF MEMBER

Please read the information below to make sure all parties understand the requirements of providing for everyone's safety and keeping Cape Fear Yacht Club, a well maintained and safe location for future use. Member(s) agree to return the premises to the condition prior to their event.

DEPOSIT/USAGE FEES

A signed contract and date-hold 50% deposit of the space usage fee, bar service and cleaning costs associated with the event space usage must be received to reserve your date(s) and time(s). The balance of your space usage fee plus bar service, cleaning cost, security deposit, final attendance number, and a copy of your Special Event Liability insurance (see INSURANCE section) is due sixty (60) days prior to your event. No terms are implied or granted and no work will be allowed to commence until full payment is received.

SPACE USAGE RATES

Friday & Saturday:

Daily Usage Fee:\$1,385.00 (Minus Monies Paid for Initiation & Membership fees)
Deposit to Hold Date:\$ 50% of above amount

Balance Due 60 Days Prior to Event Date:

Daily Usage Fee Balance:\$ Remaining Balance on Daily Usage Fee
Security Deposit:\$ 325.00
Cleaning Costs:\$ 65.00
Bar Service Costs:See Exhibit B

Sunday - Thursday:

Daily Usage Fee:\$ 450.00 (Minus Monies Paid for Initiation & Membership fees)
Deposit to Hold Date:\$ 50% of above amount

Balance Due 60 Days Prior to Event Date:

Daily Usage Fee Balance:\$ Remaining Balance on Daily Usage Fee
Security Deposit:\$ 325.00
Cleaning Costs:\$ 65.00
Bar Service Costs:See Exhibit B

*Security Deposit will be returned in full if rental space is found to be in the same clean condition in which it was found with no breakage or damage.

INSURANCE

Special Event Liability insurance is required of all Members and is due no later than sixty (60) days prior to your event. The insurance must, at the Member's sole expense, provide and maintain general liability insurance, including but not limited to bodily injury and property damage liability, insuring Cape Fear Yacht Club representatives, contractors and contracted vendors against all bodily injury, property damage, personal injury and other loss arising out of Member's use and occupancy of the premises, or any other occupant on the premises, including appurtenances to the premises and sidewalks. The insurance required hereunder shall have a single limit liability of not less than \$1 million, and general aggregate liability of not less than \$2 million. Cape Fear Yacht Club shall be named as an additional insured of said policy.

If alcohol is served at the event your policy must include Liquor Liability coverage. This coverage should protect you, and Cape Fear Yacht Club against alcohol-related accidents, as you are ultimately liable for the safety of your guests. Any caterers and/or outside vendors, companies, and/or institutions must provide certificate of insurance, evidencing General Liability and Liquor Liability coverage, as well as a copy of their Caterer License to Cape Fear Yacht Club, and will be delivered at least sixty (60) days prior to the event.

Member Initials: _____ Date: _____

CAPE FEAR YACHT CLUB EVENT SPACE MEMBER USAGE AGREEMENT & CONTRACT

LIABILITY

Member agrees to indemnify, defend and hold Cape Fear Yacht Club, its officers, representatives, and agents harmless of and from any liabilities, costs, penalties, or expenses arising out of and/or resulting from the use of the premises, including but not limited to, the personal guarantee of provision, service, and dispensing of payment by Member, and agents of alcoholic beverages at Cape Fear Yacht Club.

In the event Cape Fear Yacht Club, its officers, representatives and/or agents, are required to file any action in court in order to enforce any provisions of this agreement, Member agrees to pay Cape Fear Yacht Club, its officers, representatives and/or agents, all reasonable attorney fees, court fees, and costs of suit incurred by Cape Fear Yacht Club including all collection expenses and interest due.

Cape Fear Yacht Club will not be held liable for power failures, acts of God, or any other circumstances beyond its control, which make the Cape Fear Yacht Club unable to perform its obligations.

CAPACITY / FACILITY DESCRIPTION

The Cape Fear Yacht Club building encompasses approximately 2,400 sq. ft. The measurements of the interior rooms of the club are: Main Room is 22' X 26'; Kitchen is 10' X 9'; Bar Area (without kitchen) is 23' X 16'; Gallery Area (no HVAC) is 44' X 14'.

The clubhouse has a maximum capacity of 99 people. For additional capacity, tents are allowed behind the Clubhouse, in back grass area and deck overlooking water. The maximum footprint for a tent placed in back grass area is (1) 60' X 30' and on deck is (1) 20' X 40' or (3) 10' X 10's. Projected attendance number must be given to the Cape Fear Yacht Club Rental Coordinator sixty (60) days prior to event date.

SITE DECORATION

Cape Fear Yacht Club wants to make every event here a special and welcome experience. Therefore every effort will be made to allow Member to prepare decorations reflecting their creative requirements. No nails, screws, staples or penetrating items are to be used on our walls or floors. Glitter or foil (non-paper) confetti is not allowed on site. Only low tack tape is allowed on our floors and walls. Burgees, pictures, plaques, notices, awards and any other Cape Fear Yacht Club decorations shall not be moved or covered without prior permission. Any damage will be charged after your event. No candles over 12" in height are allowed anywhere on the premise. No pets are allowed in the clubhouse, on the decks, in the parking lot, or on the grounds. Grill must be left in designated area. Fireworks of any kind and tiki torches are not allowed on Cape Fear Yacht Club property.

CONDUCT

There is absolutely no drug use of any kind tolerated on premises. Disparaging remarks or any type of physical violence will not be tolerated and will be cause for immediate expulsion. Member and guests shall use the premises in a considerate manner at all times. During underage events, such as graduation parties, underage individuals do not have in and out privileges.

Conduct deemed disorderly at the sole discretion of Cape Fear Yacht Club team members shall be grounds for immediate expulsion from the premises and conclusion of the usage period. In such cases refunds of the event costs will not be available. During events using or selling alcohol, alcoholic beverages must not be taken outside the event space walk. All legal consequences and ramifications are the sole responsibility of the Member.

The Member shall pay any fines against the Cape Fear Yacht Club due to the Member or guests conduct, and the Member shall indemnify the Cape Fear Yacht Club if that becomes necessary.

LIVE MUSIC/DJs/NOISE

Cape Fear Yacht Club encourages music and lots of dancing! Please be aware the premises are located near residential units and therefore neighborhood noise regulations and South Harbor Village Covenants and Restrictions do apply. Accordingly, music must end by 10:00PM and the clubhouse must be closed by 12:00PM (Midnight). In the event the Member's event creates a disturbance due to high noise volume, Cape Fear Yacht Club team members have full authority to ask the Member, DJ or live music presenter to turn the entertainment down and/or off. If repeated disturbances are created, at Cape Fear Yacht Club discretion, Member may be expelled from the premises or the offending noise will be ended. In the event of disturbances to the point of expulsion, no portion of the event costs will be refunded to Member. The Member will also be solely responsible for any fines or fees associated with noise ordinances.

Member Initials: _____ Date: _____

CAPE FEAR YACHT CLUB EVENT SPACE MEMBER USAGE AGREEMENT & CONTRACT

ALCOHOL POLICY

Cape Fear Yacht Club demands strict adherence to state laws regarding alcohol consumption. A copy of this policy is included as Exhibit A. If Member elects to offer alcohol during the Event, Member must understand and adhere to the following:

- a. Any and all liabilities arising from the consumption of alcoholic beverages on the premises are the responsibility of the Member. All North Carolina State Laws and Federal Laws must be adhered to at all times.
- b. Members are required to provide a (1) one-million-dollar liability insurance policy for alcohol being served at the Event. Cape Fear Yacht Club must be named on the policy as the Certificate Holder.
- c. Service requirements are as follows:
 - i. All alcohol must be served only by the licensed bartender(s) hired for the Event.
 - ii. No alcohol can be served unless there is also food provided.
 - iii. Service will be closed at least 30 minutes before Client's tear down time begins.
- d. There is no self-serve of alcohol on the Cape Fear Yacht Club property.
- e. All alcoholic beverages served at an event must remain on Cape Fear Yacht Club property.
- f. Cape Fear Yacht Club reserves the right to evict Member and/or their guests from the property or to close the bar at any time during the Event. A list of specific behaviors that will result in expulsion or bar closure are included in Exhibit A.
- g. Under no condition can alcoholic beverages be brought in from the outside or purchased from a store and consumed on the premise. All North Carolina State Laws and Federal Laws must be adhered to at all times.

CANCELLATION

Date-Hold deposit is non-refundable.

From forty-five (45) days prior to event: No space rental payment(s) will be refunded. Reserved beverage catering will not be refunded if costs have been incurred toward that obligation by Cape Fear Yacht Club.

FORCE MAJEURE: Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion. In the event of one or more of the above conditions/causes, 100% (one-hundred percent) of the amount paid may be applied to a future available Event date. If client should elect not to rebook, no refund will be provided other than what is provided in the preceding paragraph regarding Date-Hold Deposit.

For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

HOLD HARMLESS

You agree that Cape Fear Yacht Club is not responsible for any items personal or otherwise brought into the event facility or in the facility's parking lots that are lost, stolen, damaged or otherwise lose value. Member specifically waives and agrees to indemnify and hold harmless Cape Fear Yacht Club, its agents, representatives and assigns, from any claims, loss or damage to any guests, vehicles or others as a result of the use of said event space, adjacent areas, parking lot and Cape Fear Yacht Club site or areas traversed to access said event space, unless said claim, loss or damage is the result of Cape Fear Yacht Club, its representatives, or agents, direct intentional misconduct.

CLEANING, TRASH, AND EQUIPMENT REMOVAL

Cape Fear Yacht Club will be in a clean condition prior to your event. Within two (2) hours following the event, you are required to return the space to the same clean condition in which it was found. All rental equipment must be removed immediately following your event. Depending upon club activities schedule it may be possible to extend clean up and rental equipment removal to 12:00pm of following day. If Cape Fear Yacht Club is not left in a clean condition after event part or all of Member's Security Deposit will be withheld.

CITY, COUNTY, STATE, AND FEDERAL LAWS

Member agrees to comply with all applicable City, County, State, and Federal laws and shall conduct no illegal act on the premises. This is a drug free facility at all times, and there are no exceptions. Member may not serve alcohol to minors on the premises at any time. Member agrees, for everyone's safety, to ensure alcoholic beverages are consumed in a responsible manner. Cape Fear Yacht Club reserves the right, in its exclusive discretion, to expel anyone who, in its judgment, is intoxicated or under the influence of alcohol or drugs, or who shall, in any manner, do or participate in any act jeopardizing the rights, use permit, or insurability of Cape Fear Yacht Club or the safety of its staff, guests, or building contents.

ENTRY AND EXIT

Member agrees that Cape Fear Yacht Club staff may enter and exit premises during the course of the event. A representative of Cape Fear Yacht Club may be available during your entire event and may be checking periodically with the responsible parties to insure everything is operating correctly. They may also be checking the restrooms, the overall premises, replenishing hand towels, toilet paper, and will be available for questions or to respond to needs or issues that may arise.

Member Initials: _____ Date: _____

CAPE FEAR YACHT CLUB EVENT SPACE MEMBER USAGE AGREEMENT & CONTRACT

LOST AND FOUND

Cape Fear Yacht Club takes no responsibility for personal effects and possessions left on premises during or after any event. We will hold recovered items up to 30 days. Every attempt will be made to return any recovered item to its rightful owner.

The undersigned hereby makes application to the Cape Fear Yacht Club for usage of the Clubhouse facility and grounds and certifies that:

- (1) Member has read and understands the Cape Fear Yacht Club Event Space Rental Agreement & Contract
- (2) All information completed in the application is accurate
- (3) Member has authority to enter into this agreement
- (4) Member has acquired/will acquire all necessary permits and insurance required for event
- (5) Member will observe all rules and regulations of the Cape Fear Yacht Club

Member: _____ Date: _____

CFYC Event Director: _____ Date: _____



CAPE FEAR YACHT CLUB EVENT SPACE MEMBER USAGE AGREEMENT & CONTRACT

Event Center Usage Agreement - Exhibit A

Member renting facility must be on Cape Fear Yacht Club premises at all time during event.

Any and all liabilities arising from the consumption of alcoholic beverages or illegal narcotics on the premises are the responsibility of the Member.

Alcohol service must cease 30 MINUTES before Member's teardown time begins.

Smoking is not permitted inside the Cape Fear Yacht Club, breezeway area, or attached decks. Smoking is permitted outside on grounds. No firearms or weapons are allowed on Cape Fear Yacht Club premises.

Specific behavior that will not be tolerated at Cape Fear Yacht Club can include, but are not limited to, the following;

- Fighting
- Use of illegal Drugs
- Destruction of property
- Disrespectful conduct (to other Guests, Vendors or Cape Fear Yacht Club representatives)
- Allowing Minors to consume alcohol
- Possession and/or consumption of a personal supply of alcohol – this includes private vehicles located in the Event Center parking areas.
- Consumption of alcohol not served by bartender

At Cape Fear Yacht Club's sole discretion, Cape Fear Yacht Club reserves the right to:

- Evict any person(s) engaging in unacceptable activities outlined above, or not complying with the decision of Cape Fear Yacht Club's representative.
- Close the bar and secure all alcoholic beverages on Cape Fear Yacht Club's property.
- Stop the event due to unacceptable activities outlined above, or not complying with the decision of Cape Fear Yacht Club's representative.
- Withhold Client's Security Deposit.

All North Carolina State Laws and Federal Laws must be adhered to at all times.

Member: _____ Date: _____

CFYC Rental Director: _____ Date: _____

CAPE FEAR YACHT CLUB EVENT SPACE MEMBER USAGE AGREEMENT & CONTRACT

Event Center Usage Agreement - Exhibit B

All Events serving alcohol must include:

- Only CFYC can provide bar service and bar items for events held at Cape Fear Yacht Club. _____
- One (1) bartender at a rate of \$25/hour + tips. _____
- Bar Set-up & Break-down: \$50 (per bar). All Packages include assorted soft drinks, water, mixers and garnishments: Coke & Pepsi (regular & diet), Ginger Ale, Tonic Water, Club Soda, Orange Juice, Pineapple Juice, Grapefruit Juice, Cranberry Juice, Grenadine, Bloody Mary Mix, Sour Mix, Ginger Beer, Lemons, Limes, Cherries, Olives, Cocktail Onions, Stirrers, Ice, Crystal Cut Disposable Cups, and Napkins. _____
- Parties of 50-150 people*; a minimum of two (2) bartenders are required for an additional \$25/hr + tips for each. _____

Bar Service Items (Items may be changed due to availability and/or special request)

Standard/House Liquor: Jim Beam Bourbon, Evan Williams Bourbon, New Amsterdam Stratosphere Gin, Cutty Sark Blended, Bacardi Superior Rum, Capt. Morgan Spiced Rum, Capt. Morgan Private Stock, Cruzan Aged Rum, Kraken Black Spiced Rum, Fireball, Dewar's White Label, Lanazul Tequila Blanco, Absolut Vodka, Absolut Citron Vodka, Platinum 7X Vodka, Dry Vermouth, Sweet Vermouth, Triple Sec, Melone Melon, Arrow Blue Curacao.

Premium/Top Liquor: Maker's Mark Bourbon, Jack Daniels Black Whiskey, Basil Hayden's, Crown Royal Vanilla, Hennessy, Courvoisier, Bailey's Irish Cream, Grand Marnier, Kahlua, Frangelico, Arrow Peppermint Schnapps, Jameson Irish Whiskey, Chivas Regal, Tito's Handmade Vodka, Grey Goose Vodka.

Standard Beer (12oz): Bud, Bud Light, Michelob Ultra, Land Shark, Coors Light. Others available upon request.

Premium/Top Beer: Goose Island IPA, Red Stripe, Corona. Others available upon request.

Other Beverages: Bold Rock Hard Cider, Bon & Viv, White Claw & Truly Spiked Seltzers. Others available upon request.

Premium Wine: DaVinci Chianti Riserva, Louis Martini Cabernet, Reata Chardonnay

House Wine: Edna Valley Chardonnay, Bella Sera Pinot Grigio, White Haven Sauvignon Blanc, Alamos Malbec

House Sparkling Wine/Champagne: Lamarca Prosecco

Package Options

Package 1:

Cash Bar (Attendees pay for their drinks) _____

Color-coded tickets are sold to Guests by Cashier; Guests use tickets to purchase drinks.

Cashier - \$10/hour (billed directly to Host)

| | |
|-------------------------------|----------------------------|
| Standard/House Brand - \$6.00 | Premium/Top Shelf - \$7.50 |
| Bottled Beer - \$4.00/\$4.50 | Keg Beer - TBD |
| House Wine - \$7.00 | Premium Wine - \$9.00 |
| Soda/Water only - \$1.00 | |

Package 2:

Open/Host Bar (billed directly to Host)

Option 1: By-the-drink

All drinks added at the end of the event and billed to Host. _____

Choose one:

- Standard Wine & Beer
- Standard Full Bar
- Premium/Top Shelf Wine & Beer
- Premium/Top Shelf Full Bar

Option 2: Per person/Per hour* _____

- \$35-\$40/per person for 4-hour event (Standard/Premium)
- \$6-\$7/per person each hour over 4 hours (Standard/Premium)

Option 3: Wine & Beer + Specialty Drink _____

- Price TBD upon selection of Wine, Beer & Specialty Drink

Package 3:

Combination Open/Cash Bar _____
A limit/cap may be placed on the dollar amount a Host has agreed to pay.
After that value has been reached, the guests may purchase tickets for additional drinks.
Cashier - \$10/hour (included in contract price paid by Host)

** Based on final count given in accordance with signed event contract*

Upgrade Options:

Glassware for any bar service: \$2/guest

Champagne Toast (includes cocktail or flute glasses) \$2/guest

Additional/Special Requests: (may be an additional charge)

1. All bar prices include applicable NC Sales Tax.
2. All bartending staff have successfully completed NC ABC Commission Responsible Alcohol Seller/Servers Training Course.
3. All alcohol sales will end 30-minutes prior to end of event. All sales must end by 11:30pm.
4. Pursuant to NC Laws; no person under the age of 21 shall consume alcoholic beverages.
5. All alcohol must be served and consumed in the interior or porches of the CFYC Clubhouse building or on the rear lawn and deck ONLY.
6. Pursuant to NC Laws; proper identification must be presented when requested. Acceptable form include:
 - Current Driver's License
 - U.S. Military Identification
 - NC Identification Card
 - Official passport issues by any nation

Member Date

CFYC Rental Director Date

CFYC Bar Manager Date

Signatory Date