

CASTINE GOLF CLUB RENTAL AGREEMENT

This RENTAL AGREEMENT, dated this _____(month) _____(day), 2023 between The Castine Golf and _____(Renter), an Individual/a corporation/a limited liability company, whose address is

Agrees to the following:

Rental Event and Location: CGC hereby agrees to allow Renter to utilize the following event space for the time and purpose set forth below. Please check all that apply:

_____ **The Castine Golf Club, Main Clubhouse, 200 Battle Ave, Castine, Me 04421**

Inside Seating Capacity: approx 50 (4 long tables, 2 round tables, 50 chairs)

Outside Seating Capacity: 20 with tables/chairs

_____ \$750 Non-Member Rental Fee

_____ \$250 Member Rental Fee if event is greater than 3 hours and/or 20 people

_____ Free to Community Non Profits with approval by CGC Board of Directors.

_____ \$100 for The Lawn Area adjacent to the rear of CGC Clubhouse for Tent purposes.

_____ **The Castine Golf Club, Yacht Clubhouse, Water St, Castine, Me 04421**

Inside/outside seating capacity: tables and chairs for 100

_____ \$750 Non-Member Rental Fee

_____ \$250 Member Rate if event is greater than 3 hours and/or 20 people

_____ \$100 for Dock space for boat tie-up during the Event

_____ \$50 per hour for CYC launch and Driver use during or prior to the Event

_____ **Other Fees**

_____ \$150 Cleaning Fee (non-refundable)

_____ \$500 Damage Deposit (Refundable. Please write a separate check)

Rental Date _____(month) _____(day), 2023

Rental Time _____ A.M./P.M. to _____ A.M./P.M.

Purpose of Rental

Rental Fee: Renter agrees to pay CGC for the rental in the amount as stipulated above per day upon execution of this agreement. Refundable if cancelled 90 days prior to the event. A separate **nonrefundable** cleaning fee of \$150 and refundable damage fee in the amount of \$500 is also required no later than thirty (30) days prior to the rental date set forth in this agreement. If, after conclusion of the rental event there is no damage to the building or adjacent property including the putting surface, pier and launch, the deposit will be returned in full within 30 days. **Mail checks to Castine Golf Club PO Box 34 Castine Me 04421.**

Set-up and Clean Up: Renter shall have access to the Clubhouse and/or Yacht Club the morning of the event if no conflicting events scheduled or by special arrangement with the CGC House and Social Chairperson.

All clean up and removal of materials not belonging to the CGC must be removed in full with 2 hours of the conclusion of the event or by special arrangement with the CGC House and Social Chairperson.

No tape, tacks, staples may be placed on Clubhouse walls, ceiling or furniture.

Renter is responsible to restore the Clubhouse/Yacht Club and grounds back to the condition in which it was rented to them. This includes, but not limited to, removing all decorations; removing all rented equipment; sweeping floors; emptying trash; cleaning kitchen appliances and emptying dishwasher. Any club linens used must be cleaned and returned to club within 24 hours.

If there are damages greater than \$500.00, renter shall pay CGC the amount of actual damages claimed. Renter agrees to pay CGC within (10) ten days of notification for total amount of damages. Assessment of replacement cost damages (as opposed to repair cost) shall be at the sole and absolute discretion of the CGC Board of Directors or their agent.

Cancellation by CGC for unforeseen circumstances: The CGC may cancel this Agreement at any time by prior to Rental Date. In the event of cancellation by CGC the Renters sole remedy in law or equity shall be limited to the refund of all monies received in full, and this Agreement shall be void and of no effect, and the Renter shall have no further claims against CGC. Cancellation by CGC would only be in the event space was uninhabitable ie. in cases of flood, fire or wind damage.

Insurance: No later than thirty (30) days prior to Rental Date set forth in this Agreement, Renter or their representative, ie. Caterer, shall provide CGC with an *event insurance policy* in the amount of One Million and 00/100 Dollars (\$1,000,000.00) covering CGC against any liability incurred by CGC as a result of the use by the Renter for any particular event. In order to obtain such event insurance Renter may contact the Andrew Gallant at the Cross Insurance Agency, Office: 207-992-5227 Cell: 207.852.2148, <https://www.crossagency.com/>

Portable Toilets: Rentals for over 150 people require renting portable toilets per the Health Department. This is at the renters expense. Removal is required the day after the rental.

Limitation of Liability: CGC, its directors, officers, members, agents and employees shall not be held liable in the event any persons(s) are injured arising out of the use and/or operation of the, Clubhouse, Yacht Club and/or Kitchen , grounds, pier or docks, or for the activities of Renter and/or Renter's guests and invitees, including (but not limited to) the consumption of alcohol on or off the premises prior to, during or after event.

Renter shall not conduct, encourage, allow, or tolerate any unlawful activities or breach of the public peace (including, but not limited to, public intoxication, underage drinking, illicit drugs and disorderly conduct).

Should CGC employ an attorney because of any breach of this Agreement by Renter. Renter shall pay to CGC reasonable attorney fees and expenses as are incurred by CGC. Renter shall be liable for such attorney fees whether or not CGC institutes legal proceedings.

Renter/Representative

Signature

Date Deposit Amount _____

(Print name of person signing)

(Address of Renter/Organization)

(Telephone number day/evening)

Castine Golf Club Representative

Name _____

Title: _____

Rental Agreement Check-Off List

(Initial the following)

- _____ Received Signed Rental Agreement.
- _____ Received copy of current Homeowner's/Organization Insurance Policy.
- _____ Explained property areas which are "off-limits" for guests.
- _____ Explained the separate check for Clean-up and/or Damage Fees along with the Renter's responsibilities.
- _____ Explained items included/excluded per Rental Agreement
- _____ Explained "No Smoking" policy within Clubhouse and Yacht Club
- _____ Explained CGC's and Renter's alcohol policy/responsibility.
- _____ Explained Health Department Requirements for Catered Events.
- _____ Explained proper use of: (if applicable)
- _____ Dishwasher _____ Refrigerator/freezer _____ Stove

Renter agrees to all terms and conditions of the Rental Agreement between Renter and CGC.

The information above has been explained, and I have been allowed the opportunity to ask questions, if not understood.

RENTER:

(Print name)

_____ Date signed: _____
(Signature)

CGC (Contract) _____ Date signed: _____