

NORTH CAROLINA, CARTERET COUNTY

CLUBHOUSE LEASE AGREEMENT

THIS AGREEMENT, by and between *Morehead Beaufort Yacht Club* (Lessor) and (Slip Owner or Social Member) (Lessee) NAME: _____

ADDRESS: _____

WITNESSETH:

WHEREAS, Lessor has agreed to permit the use of the *Morehead Beaufort Yacht Club (MBYC)* facilities by Lessee for the purpose of conducting a private party therein; and

WHEREAS, Lessee has agreed to personally attend the private party and to assume the responsibility for any liability which arises from its use of the premises;

NOW, THEREFORE, the Lessor does hereby permit the use of the *MBYC* facility by the Lessee on the ____ day of _____, _____ during the hours of 9:00 a.m. to 11:00 p.m. for a sum of \$ _____

plus a one thousand dollar (\$1,000.00) damage/cleanup deposit. In further consideration for the use of the premises, the Lessee agrees to indemnify and save harmless *MBYC*, its owners, employees or agents from any liability of any kind for damage to the person or property of others (whether or not guests of the Lessee) occasioned by use of the property by the Lessee, unless said liability arises from the wrongful or negligent act or omission of the Lessor or any of its members, owners or his agent or employees and without negligence of Lessee or any of its guests, employees servants or agents.

Lessee also agrees to:

1. Application must be made at least sixty (60) days prior to the desired rental date.
2. Cancellation of reservation can be made up to thirty (30) days prior to the rental date. Rental fee and the one thousand dollar (1,000.00) damage/cleanup deposit will be returned. Lessee cancellations within thirty (30) days of the rental date will forfeit the rental fee.
3. Times noted on this contract include set up and breakdown times of 4 p.m. to 7 P.M. on the day prior to rental date and/or 9 a.m. to 12 noon on the day after the rental date. Subject to availability, additional set up and breakdown rentals are available at a rate of \$100.00 per day. Activities and guests are not permitted during these periods.
4. At the conclusion of the rental event, the Lessee must bag all trash and place the bags of trash in the Waste Industries container. Any rearranged furniture must be returned to its proper location. Rental fee is based on leaving the facility as found or better condition, to be determined by the On Site Resident. If the condition is not satisfactory, a fee will be deducted from the damage/cleanup deposit.
5. Reservations will remain tentative and subject to cancellation until signed contract has been accepted and payment of rental fee and damage/cleanup deposit has been made.
6. Repair any damage to the premises which is occasioned by its use of the premises.
7. Building must be locked when leaving and any keys returned.
8. A maximum of 100 guests may attend an event.

9. MBYC members shall have the use of the pool and bath house at all times. The pool is not included with lease agreement and is not to be used by the Lessee or any of its members, guests, employees, servants or agents.
10. The T-docks, perimeter docks, marina and vessels in the marina are not included with this lease agreement and are not to be used by the Lessee or any of its members, guests, employees, servants or agents.
11. Club facilities may not be used for commercial purposes.
12. No smoking will be allowed inside the clubhouse.
13. Pets are not allowed in the clubhouse.
14. There will be no underage drinking.
15. Sounds produced by any outdoor music (bands, DJ's, etc.) must be kept down to a reasonable level and end by 10:00 p.m. on Friday or Saturday evenings, and by 9:00 p.m. Sunday through Thursday.
16. The MBYC is not responsible for any items left in the building or on the property prior to, during or after the function.

IN WITNESS WHEREOF. The parties have set their hands and seal, this _____ day of _____, _____

1.

BY: _____
(For Morehead Beaufort Yacht Club)

BY: _____ (Lessee)

Signature: _____

Contract is null and void if not returned to MBYC within 10 days of MBYC signature date.