

# The Yacht Cove

109 Shoreline Drive, Columbia, South Carolina 29212

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## Resident Rental Agreement

STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

LEASE AGREEMENT

Agreement made on \_\_\_\_\_, 20\_\_\_\_, by and between Yacht Cove Homeowners Association and \_\_\_\_\_ Referred to as "Occupant"

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_

TELEPHONE (DAY) \_\_\_\_\_ (NIGHT) \_\_\_\_\_

EMAIL \_\_\_\_\_

Occupant agrees to hire and Yacht Cove Homeowners Association agrees to make available for use the upstairs and/or downstairs facilities located at 109 Shoreline Drive on the following terms and conditions.

Date of Event: \_\_\_\_\_

Type of Event: \_\_\_\_\_

Time:

Set up starting at: \_\_\_\_\_

Event starting at: \_\_\_\_\_

Event ending at: \_\_\_\_\_

Clean up ending at: \_\_\_\_\_

Total hours: \_\_\_\_\_

## Resident Rental Rates & Fees

### Rental rates for residents:

Upstairs: \$175 Rental Fee + \$150 Refundable Security Deposit (separate checks please, checks must belong to the resident who is renting the space, or proof of residence provided if paying w/ cash or money order)

Downstairs: \$100 Rental Fee + \$100 Refundable Security Deposit

Entire Clubhouse (Except Pool Area): \$275 Rental Fee + \$250 Refundable Security Deposit

\*\*\*Swimming pool is not part of the Clubhouse rental and is off limits to all guests and occupants.\*\*\*

\*\*\*Balance due must be paid not later than 30 days prior to the event.\*\*\*

Maximum occupancy is 100 for food, dancing and some seating. Set up and break down time must be included in your total rental hours. Rental includes the Yacht Cove HOA furniture package (tables and chairs). All events must conclude prior to midnight. All vendors including caterers, music, bar, guests, and cleaning crew must vacate the premises no later than 12:00 AM midnight or the entire deposit will be forfeited. The Occupant understands and agrees that the attached rules are a part of this Agreement. Failure by the Occupant to abide by the Rules will result in forfeiture of the security deposit and other charges. In addition, Occupant shall be liable for any damage to Yacht Cove facilities and its contents that occur during Occupant's use of Yacht Cove facilities. Pool and pool deck are not included in the Clubhouse rental agreement. If Occupant or guest violates this term, Occupant will lose their security deposit.

## Rules & Regulations

Yacht Cove Homeowners Association invites you to host your next meeting, social event, wedding reception, or special occasion within the ambiance of a Lake Murray setting. The Clubhouse is located in a residential community and because we want to insure the safety of our guests and the success of your event, we ask your understanding and cooperation in complying with the following rules.

1. **FULL PAYMENT OF THE RENTAL FEE IS DUE NO LATER THAN ONE MONTH PRIOR TO THE EVENT OR CANCELLATION MAY OCCUR.**
2. **Limited furniture provided for your use.**
3. **Cancellation:** If you cancel the reservation within the three month period prior to the event, Yacht Cove reserves the right to retain your deposit. There will be no refund if event is cancelled within thirty days of the event. If circumstances beyond the control of Yacht Cove force it to cancel your reservation, Yacht Cove will refund all sums paid. This refund is in lieu of all other damages. If the full rental payment is not received one month prior to your event, Yacht Cove reserves the right to cancel your reservation without a deposit refund.
4. **Liability for damages and injuries:** Occupant assumes full financial liability and responsibility for any damage or loss of property belonging to Yacht Cove. Occupant releases Yacht Cove from any liability whatsoever arising out of the use of Yacht Cove Clubhouse including personal injury incurred during or as a result of such use.
5. **Appropriate events:** All events must be deemed appropriate to Yacht Cove and cannot interfere with normal living in the neighborhood. Yacht Cove reserves the right to deny usage to any persons or groups or for any program which is inconsistent with its purpose of reputation. The owners and rental coordinator have the authority to take action and make decisions that are in the best interest of Yacht Cove, its safety, security, and image in the community.
6. **Set Up and decorations:**
  - a. It is the responsibility of Occupant to make arrangements with the caterer for set up and cleaning responsibilities.
  - b. Enforcement of Yacht Cove Rules by caterer and others under contract is the responsibility of Occupant.
  - c. Yacht Cove rental staff person does not set up or break down equipment or furniture for the event and is not responsible for unloading or loading supplies. Due to liability, caterer must provide adequate staff for set up of the event and breakdown.
  - d. Occupant is responsible for security and to ensure Yacht Cove rules are followed.
  - e. All decorations and equipment must be delivered and set up on the same day as the event and removed at the conclusion of the event on that day unless other arrangements are made with Yacht Cove rental staff person.
  - f. All rented tables and chairs must have rubber protective caps on feet or they will not be allowed on the wooden floors.

- g. Yacht Cove is not responsible for any items left at Yacht Cove.
  - h. Decorations may be hung on hooks provided above windows and shall not be applied to any wall inside Yacht Cove.
  - i. Decorations may be placed on tables.
  - j. The fire code forbids the use of open flames inside or outside Yacht Cove. No candles may be used. No fog machines, liquid smoke, bubble machines, or any other effect that may be deemed inappropriate will be allowed.
  - k. Decorations and equipment must not be placed in such a manner as to impede the flow of traffic or to obstruct access to front doors, bathrooms, or fire exits.
7. **Smoke-Free Facility:** Yacht Cove is a smoke free facility. Please confine smoking to outside designated areas where ash/cigarette receptacles are located. No smoking in any restroom. If smoking materials are discarded in planters, sidewalks, or grounds, an extra cleanup charge will be imposed. Any guests violating the smoking restrictions will be asked to leave the premises by event staff.
8. **Electrical Equipment:** Because of the risk of power overload and fire hazard, Yacht Cove must approve supplemental electrical equipment in advance.
9. **Pool and pool deck are not included in the Clubhouse rental agreement. If Occupant or guest violates this term. Occupant will lose their security deposit.**
10. **Alcohol:**
- a. The Occupant and caterer must abide by all City, County, and State alcoholic beverage control laws and regulations. All persons other than the approved caterer serving alcoholic beverages must be licensed and insured in order to serve alcoholic beverages. Yacht Cove discourages anyone carrying alcoholic beverages away from the premises.
  - b. If alcoholic beverages are to be served and any of the following conditions apply, occupant or caterer must have an appropriate license or permit from the SC Department of Revenue and Taxation, Alcoholic Beverage Licensing:
    - 1. If tickets are sold in advance or at the door.
    - 2. If donations are accepted by or on behalf of a sponsor or other entity.
    - 3. If a cash bar is provided.
  - c. Bartenders must display a copy of all appropriate licenses and permits.
  - d. All bars are to be closed one-half hour prior to the scheduled end of the event.
  - e. No beer kegs are allowed.
11. **Caterers:** Yacht Cove must approve all arrangements. Yacht Cove reserves the right to approve all caterers. Please provide the name and phone number of your caterer well in advance of your event in order to avoid any problems. Yacht Cove requires caterers to have a copy of their business license, liability, and bonding insurance. This information will be kept with the contract. These items will be provided when the contract is signed.
12. **Event Conclusion:**
- a. In order to assure that the event will conclude in an orderly manner and the contracted hours will be adhered to, music must cease and bars must close at least

one-half hour before scheduled time for the event to end. It is the responsibility of the Occupant to make these arrangements in advance with the musicians and bartenders or caterers.

- b. Unless other arrangements have been made in advance and noted on the lease agreement, all items brought to Yacht Cove for the event must be removed from the Clubhouse on the day of the conclusion of the event. Yacht Cove is not responsible for any items left in the Clubhouse.
  - c. Occupant must make arrangement with caterer or others for Occupant breakdown responsibilities. Occupant is responsible for leaving Clubhouse and grounds "broom clean" or in the condition in which they were found when the doors were opened for set up.
  - d. Tables and chairs must be cleaned and returned to proper areas and racks.
  - e. All decorations, food, and drink container products and all trash must be collected in plastic bags and removed to the large trash container located outside, lower level of the Clubhouse. Yacht Cove staff does not set up or break down furniture or empty trash.
  - f. Caterers must leave all food preparation and serving areas neat and clean. This includes, but is not limited to, the staging room, ovens, and all other surfaces used which have food or spillages, including all floors.
  - g. Occupant is responsible for mopping floors and cleaning restrooms after the event.
  - h. Glitter, confetti, tinsel, birdseed and rice are prohibited and may not be thrown in any area of the Clubhouse. No sparklers or fireworks of any kind may be discharged on Yacht Cove property.
  - i. Rose petals, bubbles and bells are acceptable outside of the front door. There will be an extra cleanup charge if the Yacht Cove staff has to clean up.
  - j. Check list items must be completed before security deposit is returned. Area will be checked following the event.
13. **Extra charges:** If the Occupant fails to comply with the terms of the lease, Yacht Cove reserves the right to retain the security deposit and charge the Occupant for the cost of restoring the Clubhouse/Yacht Cove to its prior condition. In addition, should the Occupant's use of the premises cause Yacht Cove to be charged with any violation of law, Occupant agrees to reimburse Yacht Cove for all fines and penalties imposed. All extra charges are due and payable within ten days after issuance to the Occupant a statement setting forth the charges.
14. **Attorney Fees:** In the event Yacht Cove retains the services of an attorney to represent its interests in regard to the lease or to bring an action for the recovery of damages or other charges, the Occupant agrees to pay a reasonable attorney fee of not less than \$500. Or 20% of the sum sued for, whichever is greater, plus the costs of any legal action.