

# **Kingston Cove**

## **Yacht Club**

~~~Founded in 1969~~~

Welcome to the Kingston Cove Yacht Club where sweeping views of the Port of Kingston Marina, State and County Ferries, Appletree Cove, Puget Sound and Mt. Rainier frame a memorable setting for your special event.

The Kingston Cove Yacht Club can be reached easily and directly in 30 minutes from Edmonds by the Washington State ferry or 40 minutes from Seattle on the Kitsap Country fast foot ferry. Both ferry rides are among the most beautiful and scenic rides on Puget Sound.

Free transportation is also available to the Point Casino & Hotel and Clearwater Casino by prior arrangement with the Casino. And, of course, the club is on the eastern shore of the Kitsap Peninsula, which is an easy drive from all locations in Kitsap, Jefferson, Mason and Pierce Counties.

Whether it's an intimate party or a gathering of up to 84 people, the Clubs many amenities are sure to support a special outcome for you and your guests. Kingston Cove Yacht Clubs' amenities include:

- The spacious clubroom is 1030 square feet which includes a 280 square foot hardwood dance floor.
- Eight 60" round tables, Three 4'X8' rectangular tables, Seventy folding chairs
- 75" Big Screen TV with wi-fi capability.
- Professional kitchen
- Full bar area & Ice Machine
- Restroom facilities
- 580 square foot outside deck with 5 tables and 20 chairs
- A reception/sign in desk.

**Rental Manager: Colleen Carey** 

Cell: 360-860-1861 Email: Rentals@KCYC.org OR CLCareyMS@ymail.com

Mailing Address: P.O. Box 81, Kingston, WA 98346

Clubhouse Address: 25815 Washington Blvd. NE, Kingston, WA 98346 Kingston Cove Yacht Club Rental Information and Rates

#### KINGSTON COVE YACHT CLUB RENTAL APPLICATION AND AGREEMENT

**RENTAL FEE**: To be determined by RENTER'S STATUS as noted below and the number of hours of use.

| Rates vary depending on who is renting   | FriSun.      | FriSun.     | MonThur.    | MonThur.    |
|------------------------------------------|--------------|-------------|-------------|-------------|
| the clubhouse as noted below.            |              |             |             |             |
| This could be a great time to join KCYC! | 1-4 hours    | each hour   | 1-4 hours   | each hour   |
|                                          |              | after 4     |             | after 4     |
| RENTER'S STATUS                          |              | hours       |             | hours       |
| KCYC Member in good standing through     |              |             |             |             |
| date of rental                           | \$ 50 / hr.  | \$ 40 / hr. | \$ 40 / hr. | \$ 35 / hr. |
| Boating Associations                     | \$ 75 / hr.  | \$ 65 / hr. | \$ 50 / hr. | \$ 35 / hr. |
| Non-Profits                              | \$ 75 / hr.  | \$ 65 / hr. | \$ 50 / hr. | \$ 35 / hr. |
| All others                               | \$ 100 / hr. | \$ 75 / hr. | \$ 50 / hr. | \$ 45 / hr. |
| No added fee for use of the kitchen      |              |             |             |             |
| REFUNDABLE CLEANING DEPOSIT              | \$ 200       | \$ 200      | \$ 200      | \$ 200      |

- Rental time includes set up and clean up, therefore rentals will have 2 hour minimum.
- Rental Fee is due at booking and Cleaning Deposit is due at least 30 days in advance.
- Cancellations 30 days in advance of and individual event will be refunded. Cancellations of less than 30 days may result in forfeiture of Rental Fees at the discretion of KCYC.
- Cancellations 30 days in advance of recurring contractual monthly/weekly events will be refunded. Cancellation of less than 30 days may result in forfeiture of Rental Fees at the discretion of KCYC.

### Renter will provide two separate checks, each to the Kingston Cove Yacht Club as follows:

**RENTAL FEE:** Amount to be determined (Separate check)

**CLEANING DEPOSIT:** \$ 200.00 (Separate check, refundable within 21 days after the event).

**PLEASE NOTE:** If you would like us to clean up after your event, this deposit can be converted to a "Cleaning Fee". Please let us know in advance of the event, if you would prefer to have us do the cleaning and indicate as such when completing this form.

# To qualify for rental of the Kingston Cove Yacht Club Facility, you must agree to the following Rules & Regulations of KCYC Clubhouse.

Your signature on the Page 6 of this Document, indicates that you have read this application / agreement in its entirety, understand and agree to the following:

#### **Definition of the Clubhouse Facility:**

The KCYC Clubhouse Facility is real and personal property leased and occupied by KCYC under agreement with the Port of Kingston and located at 25815 Washington Blvd. NE, Kingston, Kitsap County, WA 98346. The KCYC Clubhouse Facility includes the fixtures and furnishing owned by KCYC that are located in the Clubhouse Facility. The KCYC Clubhouse Facility is referred to herein as the "Clubhouse".

#### **General KCYC Membership Clubhouse Use Rules:**

- 1. Clubhouse usage by Members during a non-rental status shall be limited to private, infrequent use for nonofficial meetings and gatherings with other club Members and non-Members.
- 2. The Clubhouse may not to be used as an extension of living quarters or personal living or recreation space.
- 3. Members agree that a Member's access without a Rental Agreement in force will not limit access to any other Members during the same time period. When not under a "Rental Agreement", the Clubhouse will be open to all Members in good standing with paid in full dues.
- 4. All Members will be equally responsible for checking the KCYC calendar and rental schedule so as to not allow their activities to interfere with scheduled clubhouse events and rentals.
- 5. These Rules are not intended to restrict the access or use of KCYC facilities to dues paying KCYC Members but are intended to limit the liability of KCYC resulting from use by Members and Non-Members and their Guests for personal, rental, sanctioned and non-sanctioned events and gatherings.
- 6. The KCYC Rental Agreement, the Rental Fee Schedule or other applicable Rental Fee Schedule and the Cleaning Deposit charges as stated in the Rental Fee Schedule shall always apply to every rental event.

#### **Rules for Rental and Other Use by Renters:**

- 1. ANY AND ALL REGULATIONS SET FORTH BY THE WASHINGTON STATE DEPARTMENT OF HEALTH MUST BE FOLLOWED. These regulations may change frequently, as public safety is reevaluated by state officials. Please consult the official website, <a href="https://www.doh.wa.gov/">https://www.doh.wa.gov/</a>, for the current regulations to ensure that your event is compliant. Any fines issued by county, state and/or federal agencies for non-compliance, will be the sole responsibility of the renter. Any participants involved in a public / private gathering at the Kingston Cove Yacht Club must be made aware by renter, that they enter the gathering at their own risk. Kingston Cove Yacht Club assumes no liability for the transmission of communicable diseases as a result of gatherings held at this venue.
- Fifty percent of the Rental Fee may be retained by KCYC at KCYC's option as a non-refundable reservation deposit if the rental event is cancelled within less than one week of the event or otherwise does not occur on the date reserved.
- 3. A Cleaning Deposit is payable as specified in the Rental Rates once your rental request has been approved by the Rental Manager and is refundable based on Paragraph 4 below.
- 4. The Rental Fee and Cleaning Deposit must be paid in full thirty days in advance of the rental date.
- 5. The Cleaning Deposit is refundable if there is no damage or loss of property, the room is cleaned to original condition and any furnishings that have been moved are replaced to their original location and the Rules set forth herein have been followed strictly. The Rental Manager must inspect the Clubhouse, agree and sign off that all of these conditions have been met to receive a refund of the Cleaning Deposit.
- 6. No beer kegs are allowed inside the Clubhouse building.
- 7. Smoking is prohibited in the Clubhouse.
- 8. The Clubhouse may not be used for any purpose not stated in the Rental Agreement and approved by the Rental Manager.
- 9. Kingston Cove Yacht Club is not responsible for any lost or stolen articles.

- 10. Renters shall be responsible for cleaning up after themselves, to include washing, drying and putting away, all dishes used, vacuuming, sweeping and mopping of floor as required. Take trash out to bins on back deck. Wipe down tables and return extra tables and chairs to their stow spaces.
- 11. Renters agree to adhere to the "if I didn't bring it, I won't use it" approach to the use of food or consumable items stored for club functions.
- 12. No permanent change to the Clubhouse shall be made without the approval of KCYC Board of Directors or the General Membership.
- 13. Streamer-type confetti is the only confetti product allowed for use inside the Clubhouse.
- 14. Rental of the Clubhouse can only occur with a signed and approved Rental Agreement in place.
- 15. Rental of the Clubhouse is dependent on the specifics of the Rental Agreement, but never includes KCYC stored food or any stored beverages either alcoholic or nonalcoholic.
- 16. KCYC shall supply replacement trash can liners, toilet paper and paper towels for use during a rental period.
- 17. Any damaged and or missing KCYC property must be repaired or replaced at the Renters expense.

  Renters agree to reimburse the Kingston Cove Yacht Club for all damages or losses not covered by, or exceeding, any Cleaning Deposit held by KCYC pursuant to the applicable Rental Agreement.
- 18. The Renter accepts responsibility for obtaining any necessary banquet or other permits related to the Renter's purpose for the rental.
- 19. Music, whether live or taped, shall end no later than midnight. Volume may be monitored and the Renter agrees to adjust volume if requested by the Port of Kingston or by a KCYC member.
- 20. The Clubhouse must be closed no later than 1 AM and all items brought in by the Renter must be removed at that time.
- 21. The Clubhouse must be returned to its original condition commencing immediately after the function. With prior approval for cleaning on the next day following the event, this must be done by 10am, unless the Rental Manager has extended the cleaning time in writing before the rental event. Violation of this policy will result in forfeiture of the Cleaning Deposit.
- 22. Occupancy of the Clubhouse is limited to 84 persons and the Renter agrees to monitor the event for compliance of occupancy limits.
- 23. No decorations are to be glued or nailed to any surface. Tape is not to be applied to tables or chairs. Clubhouse front desk and couches are not to be moved from their current position.
- 24. Service or Possession of Alcoholic Beverages and Other Intoxicants: All Renters are solely responsible for obtaining the proper state licensing and permits for serving alcoholic beverages for banquets, parties and other functions in accordance with Washington State RCW's, WAC's and Liquor Control Board Rules and Regulations. The Renter agrees to act responsibly and legally regarding alcohol consumption by themselves and their guests. No minors under the Washington State drinking age of 21 will be allowed to consume alcohol on the premises at any time. Any consumption of alcohol or intoxicants of any kind while using the KCYC Clubhouse for any purpose shall be done at the Renters sole risk and responsibility, and no liability shall be assumed by KCYC. This specifically includes "BYOB" functions sponsored by Renters. The Renter agrees to hold the Kingston Cove Yacht Club harmless in the event damage or accidents occur on or off the premises due to the consumption of alcoholic beverages or other intoxicants by the Renter and/or their guests. The Renter shall be totally and solely responsible for any and all accidents or damage to person or property caused by the serving of alcoholic beverages.
- 25. The Renter is solely responsible for the conduct of its guests and others on the premises of the Clubhouse as the result of the Renter's use of the Clubhouse.

Please print and return pages 5 and 6 of this Rental Application and Agreement

#### KINGSTON COVE YACHT CLUB – RENTAL APPLICATION AND AGREEMENT

# Please complete this form and mail it to **KCYC Rental Manager** PO Box 81

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Proposed Date(s) of Use: \_\_\_\_\_\_ Total number of hours of Event: \_\_\_\_\_

# Kingston, WA 98346 **Renter Information:** Applicant's Name:\_\_\_\_\_\_ Organization: Billing Address:

### **Usage Information:**

| Start Time:                                                                                 | End Time:                         |                    |
|---------------------------------------------------------------------------------------------|-----------------------------------|--------------------|
| What is the nature of your event? _                                                         |                                   |                    |
| How many people do you expect to                                                            | attend? (maximum 84):             |                    |
| Will there be an Admission Fee or collection of funds solicited? If yes, please describe in |                                   |                    |
| detail                                                                                      |                                   |                    |
|                                                                                             |                                   |                    |
| Will you be using the Kitchen?                                                              | If yes, will you be using the coo | ok stove top?Oven? |

#### **Terms and Conditions:**

The Applicant agrees to rent the Kingston Cove Yacht Club (KCYC) Clubhouse Facility upon the Terms and Conditions stated herein. The Applicant represents and warrants that the information given in this application is correct and that the person signing has authority to act on behalf of the Applicant.

### The Applicant agrees to:

1. Exercise the utmost care in the use of the KCYC premises and property.

How did you hear about the club? \_\_\_\_\_

2. Save and hold the KCYC harmless from any and all liability resulting from use of the Clubhouse Facility for this event.

- 3. Abide by the "Rules for the Use of the KCYC Clubhouse Facility" as described in Exhibit One attached to this Rental Agreement and incorporated herein by this reference.
- 4. Obtain any special permits required for the event. Serving/Consuming any alcoholic beverages requires a banquet permit. (https://lcb.wa.gov/)
- 5. Reimburse the KCYC for any and all damages arising from the applicant's use of KCYC facilities.
- 6. In the event that a lawsuit or other type of action is brought by any party under this Rental Agreement to enforce any of its terms, it is agreed that the prevailing party shall be entitled to recover its legal cost, including reasonable attorney's fees.

| Payment of Rental Fees:                                           |                                                                                                               |
|-------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|
| 1. The Rental Fee for the hours requested is $\_$                 | \$ Paid with enclosed Check#                                                                                  |
| 2. The Cleaning Deposit fee is \$\frac{\$200}{} \mathcal{OR}\$ Th | ne Cleaning Fee is \$ 200 (Circle one or the other please)                                                    |
| Paid with enclosed Check# C                                       | <b>OR</b> we will submit payment 30 days prior to event                                                       |
| 3. The Rental Fees and Cleaning Deposits OR                       | Cleaning Fees are payable in advance to the KCYC.                                                             |
| Please note that 50% of the Rental Fee ma                         | y be retained by KCYC at KCYC's option if the rental event                                                    |
| is canceled or otherwise does not occur or                        | the date reserved.                                                                                            |
|                                                                   |                                                                                                               |
|                                                                   | that they have read in its entirety, the Rules and<br>C Clubhouse Facility AND that they understand them; and |
| Applicant's Signature:                                            | Date:                                                                                                         |
| Applicants Printed Name                                           | Signing Capacity:                                                                                             |

Please return pages 5 and 6 of this completed application with appropriate payment to:

KCYC Rental Manager P.O. Box 81 Kingston, WA 98346

Or via email to <a href="mailto:CLCareyMS@Ymail.com">CLCareyMS@Ymail.com</a> or <a href="mailto:Rentals@KCYC.com">Rentals@KCYC.com</a>