



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 is the ideal location to rent for your wedding festivities, corporate meetings, holiday or birthday parties, family reunions, wine tasting gatherings, photo shoots, meetings, team building retreats, fashion shows and other special occasions.

To help you select the perfect place for your event please contact Rich Perlini, Cape Fear Yacht Club Rental Director, and request a tour of the club. To reserve the Clubhouse for the date you have in mind the Cape Fear Yacht Club requires a deposit of 50% of the rental cost.



To reserve and confirm your date please make a check payable to **The Cape Fear Yacht Club** for 50% of the event cost, a completed Event Space Rental 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 your requested date will be confirmed. For your confirmation, we will mail you a copy of the Cape Fear Yacht Club Event Space Rental Agreement & Contract signed by the Cape Fear Yacht Club Rental Coordinator.

Should you have any questions, want to schedule a tour or require additional information please contact Rich Perlini, Cape Fear Yacht Club Rental Coordinator, at clubhouse.rentals@capefearyachtclub.org or call 919-830-6327.

Thank You for Considering the Cape Fear Yacht Club for Your Upcoming Event!





CAPE FEAR YACHT CLUB EVENT SPACE RENTAL 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

Client(s): _____

Address: _____ City: _____ State: _____ Zip _____

Contact: _____ Company: _____

Primary Phone: _____ Secondary Phone: _____

Email address: _____

Type of Entity: Self Club Association Corporation Limited Liability Co. Other: _____

NOTES:

- "Wrap time" refers to the agreed upon time the booking party must have the event space returned to its original condition.
- A signed contract and date-hold deposit in the amount of 50% of the costs associated with the event space rental must be received to reserve your date(s) and time(s).
- The balance of your space rental fee, \$300 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.

Payments should be made to: **The Cape Fear Yacht Club.**

Mail payments to: **Cape Fear Yacht Club, P.O. Box 10180, Southport, NC 28461**

No refunds of the space rental fees will be paid forty-five (45) days prior to an event, as your agreement to rent Cape Fear Yacht Club Events space on this date may cause the loss of additional bookings or business. Reserved beverage catering may not be refunded, or may not be refunded in full if costs have been incurred toward that obligation by Cape Fear Yacht Club.

Acknowledged, Agreed and Authorized by Primary Contact/Renter: _____ Date: _____

Acknowledged and Agreed by Cape Fear Yacht Club: _____ Date: _____



CAPE FEAR YACHT CLUB EVENT SPACE RENTAL AGREEMENT & CONTRACT

CONDITIONS AND RESPONSIBILITIES OF RENTER

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. Renters agrees to return the premises to the condition prior to their event.

DEPOSIT/RENTAL FEES

A signed contract and date-hold 50% deposit of the costs associated with the event space rental must be received to reserve your date(s) and time(s). The balance of your space rental fee including miscellaneous costs, such as bar, rentals, etc., \$300 security deposit, final attendance number, and a copy of your Special Event Liability insurance (see INSURANCE section) and the Special One-Time Application for Sale of Alcoholic Beverages (if applicable) 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.

RENTAL RATE

Daily Rate:	\$1,375.00
Deposit to Hold Date:	\$687.50
Security Deposit:	\$300.00*
Balance Due 60 Days Prior to Event Date:	\$987.50
Bar Services:	Please see Exhibit B

* Security Deposit will not be refunded if any part of the Rental Agreement is violated

INSURANCE

Special Event Liability insurance is required of all renters and is due no later than sixty (60) days prior to your event. The insurance must, at the renter'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 renter'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.

LIABILITY

Renter 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 rental and use of the premises, including but not limited to, the personal guarantee of provision, service, and dispensing of payment by renter, its employees, 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, renter 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.

Contact/Renter Initials: _____ Date: _____



CAPE FEAR YACHT CLUB EVENT SPACE RENTAL AGREEMENT & CONTRACT

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 renter 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. Grills must be left in designated areas. 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. Renter 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 rental 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 rental party.

Any fines against the Cape Fear Yacht Club due to a renter or guest shall be paid by the Renter and the Renter 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 Renter's event creates a disturbance due to high noise volume, Cape Fear Yacht Club team members have full authority to ask the renter, DJ or live music presenter to turn the entertainment down and/or off. If repeated disturbances are created, at Cape Fear Yacht Club discretion, renter 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 renter. The renter will also be solely responsible for any fines or fees associated with noise ordinances.

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 Client elects to offer alcohol during the Event, Client 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 Client. All North Carolina State Laws and Federal Laws must be adhered to at all times.
- b. Clients 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. Clients are responsible to obtain a Limited Special Occasion Permit for the Event. Permits may be obtained at www.abc.nc.gov. Client must provide a copy of this permit to Cape Fear Yacht Club.
- d. Service requirements are as follows:
 - i. All alcohol must be served only by the licensed bartender hired for the Event. Bartenders can be provided as part of Cape Fear Yacht Club services. The licensed bartender can NOT be a friend or relative of the wedding party.
 - 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.
 - iv. Cape Fear Yacht Club requires a minimum of one (1) bar staff person per 50 guests – no exceptions. Note: this is a minimum requirement, additional bar staff may be necessary to ensure adequate service levels.
- e. There is no self-serve of alcohol on the Cape Fear Yacht Club property.
- f. All alcoholic beverages served at an event must remain on Cape Fear Yacht Club property.
- g. All beer kegs must be placed in a double lined plastic container and kept in the gallery or on the deck.
- h. Cape Fear Yacht Club reserves the right to evict Clients 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.
- i. 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.

Contact/Renter Initials: _____ Date: _____



CAPE FEAR YACHT CLUB EVENT SPACE RENTAL AGREEMENT & CONTRACT

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.

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. Renter 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 Client's Security Deposit will be withheld.

CITY, COUNTY, STATE, AND FEDERAL LAWS

Renter 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. Renter may not serve alcohol to minors on the premises at any time. Renter 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

Renter 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.

LOST AND FOUND

Cape Fear Yacht Club take 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 rental of the Clubhouse facility and grounds and certifies that:

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

Renter: _____ Date: _____

Rental Manager: _____ Date: _____



CAPE FEAR YACHT CLUB EVENT SPACE RENTAL AGREEMENT & CONTRACT

Event Center Rental Agreement - Exhibit A

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

Beer, wine, and mixed drinks MUST be served by a qualified bartender.

Alcohol service must cease 30 MINUTES before Client's tear-down time begins.

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

- Fighting
- Destruction of property
- Disrespectful conduct (to other Guests, Vendors or Cape Fear Yacht Club representatives)
- Allowing minor persons 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 remove all alcoholic beverages from 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.

Event Center Rental Agreement - Exhibit B

Cape Fear Yacht Club can provide:

- All wine, beer, soda and mixed drinks. Cost paid by host of party. Pricing available on request.
- Certified bartender for your event for a fee of \$100.00 (plus one of the options below)
 - 20% gratuity will be added onto your final bar bill
 - Tip jar will be placed on bar for bartender gratuities
- Cash Bar
- Tab Bar