



# Cleveland Yacht Club

231 Shore St North, Cleveland, QLD, 4163  
PO Box 15, Cleveland, QLD, 4163  
ABN: 22 026 861 711

## AGREEMENT for the HIRING of the CYC CLUBHOUSE

This Agreement is made on \_\_\_\_ / \_\_\_\_ / 202

**BETWEEN: Cleveland Yacht Club**

Street Address: 231 Shore St North, Cleveland, QLD, 4163  
Postal Address: PO Box 15, Cleveland, QLD, 4163  
ABN: 22 026 861 711

AND: \_\_\_\_\_ ("You")

Street address:			
Suburb:		Postcode:	State:
Mobile:			
Email:			
Alternate contact:			
Alternate mobile:			
Alternate email:			
Function/Event:			
Number participants	Adults:	Children:	
Insurance details:			
Duration	Start:	Finish:	

Agreed Fees			
Clubhouse Hire Fee	\$	Bond	\$
Cleaning Fee	\$	Refundable Pass	\$
You have not booked the Clubhouse until payment of the booking fee/deposit is received. If this fee has not been received within 14 days of your booking, the date that you have tentatively booked will be made available for other bookings and enquiries		Total payment	\$

- ☐ By ticking this box, I agree to be bound by the hiring of the Cleveland Yacht Club Clubhouse Agreement Terms and Conditions.
- ☐ By ticking this box, I declare that the included details are complete and accurate.
- ☐ By ticking this box, I declare We require use of the CYC Kitchen.
- ☐ By ticking this box, I confirm that we have a current COVID Management Plan, which will be enforced during the Function/event. This COVID Management Plan must be endorsed by the CYC representative.

Signed (You) : \_\_\_\_\_

Authorised by (CYC representative): \_\_\_\_\_ Name: \_\_\_\_\_

Intials: \_\_\_\_\_

# HIRING OF THE CLEVELAND YACHT CLUB CLUBHOUSE

## AGREEMENT TERMS AND CONDITIONS

### 1. INTERPRETATION

- 1.1. "The Club" refers to **Cleveland Yacht Club** and may also be referred to as "We/Us/Our/CYC"
- 1.2. The person or group holding the function/event may also be referred to as "You/Your/Function/event"

### 2. TERMS

- 2.1. The Club gives You permission to hold Your function/event within the Club's grounds in accordance with this Agreement during the agreed function/event period, in accordance with the Conditions outlined below.

### 3. CONDITIONS

- 3.1. Holding the Function/event is at the discretion of the CYC Management Committee.
- 3.2. If accepted, You will be permitted to hold Your function/event at the Club for the period specified in this Agreement.
- 3.3. Where the function/event is jointly owned, You will nominate a primary contact for all communication.
- 3.4. You:
  - 3.4.1. must not cause any inconvenience or nuisance to any other person using the Club;
  - 3.4.2. are responsible for insuring your own function/event and equipment;
  - 3.4.3. and any third party contractors engaged by You, must hold relevant Third Party Liability Insurance to a minimum of \$10m;
  - 3.4.4. will provide a copy of your current Insurance Policy verifying the above upon request.
- 3.5. Your function/event is held:
  - 3.5.1. at You and Your guest's risk, and the Club accepts no liability for any loss or damage.
- 3.6. Function/events held outside must:
  - 3.6.1. cater for strong winds that come through the club grounds from time to time;
  - 3.6.2. leave grounds in an orderly condition;
  - 3.6.3. allow a clear pathway from the entrance gate to the clubhouse to facilitate access for emergency vehicles.
- 3.7. **Children** must be accompanied by a parent/guardian at all times whilst on Club grounds.
- 3.8. **No parking in grounds.** You or Your caterers may enter the grounds with Your vehicles to drop off and pick up equipment and supplies.
- 3.9. **Kitchen Facilities:** CYC has a kitchen available. The cleaning of the kitchen is Your responsibility. If CYC kitchen equipment ie Oven, Cooktop, Cold Display etc is to be used a further payment may be required.
- 3.10. **Cleaning:** Where the rooms, kitchen, grounds or toilets have not been left in similar condition as to when You arrived a cleaning fee of **\$120** will be applied, unless a cleaning fee has been pre-agreed.
- 3.11. **Noise:** Neither Your function/event nor your guests are to cause undue noise and annoyance to the Club's neighbours.
- 3.12. **Alcohol:** You are responsible for any RSA permit (Responsible Serving of Alcohol) and ensuring compliance with RSA rules and regulations.
- 3.13. **Caterers:** You must ensure that third party caterers have valid food handling certificates.
- 3.14. **Boats** stored at CYC are strictly off limits, and You will take reasonable precautions to ensure that boats are not touched or interfered with in any way.
- 3.15. If You are the only group at the Club, You are responsible for ensuring all gates and doors are secured.
- 3.16. In consideration of the Club accepting Your application for a function/event at Cleveland Yacht Club, to the full extent permitted by law You indemnify and will keep indemnified the Club in respect of any Claim by any person including but not only a Club member arising as a result of or in connection with Your function/event at the Club, using the Club facilities including loss, material damage, personal injury or death.
- 3.17. You agree to immediately notify Us should any damage occur to CYC facilities along with the circumstances surrounding same. Should this be to any other function/event, property or facilities and after giving Us notice, promptly repair any damage caused by the act, omission, negligence or default of You or Your Associates as the case may be as directed by Us, or (on demand by Us) pay to Us the cost of undertaking such repairs so the We can engage Our own contractors.
- 3.18. **Smoking:** No smoking permitted in the CYC Clubhouse, and please leave the outside area free of all cigarette butts. Smoking is limited to the area near the boat ramp. Nothing should be deposited into the ocean.
- 3.19. **Safety Equipment:** You must note the Fire Extinguisher, First Aid kit and Fire Blanket positions. In the event these are used they will be restocked at Your expense.
- 3.20. This Agreement only covers the function/event nominated in the Function/event Agreement.

### FEE CONDITIONS

1. The agreed function/event fee is payable in advance.
2. An additional fee may be charged if Your equipment remains on premise beyond the agreed dates.
3. An optional security pass is available for a deposit of **\$50** refundable upon return of the pass.  
This pass allows you access to the front gate, showers and toilets (to be left clean).

Intials: \_\_\_\_\_