



ESPERANCE BAY YACHT CLUB (Inc)

P.O Box 530

Esperance WA 6450

Tel: 9071 3323 Fax90714723

Email: ebyc@westnet.com.au Web: ebyc.com.au

HIRE AGREEMENT "CLIFF'S ROOM"

I/We ("Hirer") _____ (name of Member or Group)

Of _____ (Address)

Telephone _____ Facsimile _____ E-Mail _____

Wish to hire the ESPERANCE BAY YACHT CLUB

For a (meeting/function-type) _____

On (day) _____ (date) _____ Time : (From) _____ (To) _____

Approx. numbers attending: _____

Bar Opening Time _____

CATERING: - YES- NO Preferred Caterer: _____

CHARGES

- 1. 'Bareboat' Room Hire fee \$ _____
- 2. Galley Hire Fee \$140.00 \$ _____
- 3. Cleaning Charges @ \$30.00 per hr. (incl GST) \$ _____
- 4. Linen Hire @ \$9.50 per table (incl GST) \$ _____
- 5. Bar Staff @ \$ 32.00 per person/ per hr Mon-Fri (incl GST) \$ _____
- 6. Refreshments Allowance/ Tea Coffee \$30.00 \$ _____
- 7. Nomination/Subscription (if applicable) \$ _____
- 8. Late licence \$ _____

TOTAL \$ _____

BOND / DEPOSIT / CANCELLATION FEE of \$500 to be paid with application

BALANCE To be paid (1 week prior to function) \$ _____

I/We have read and I/We accept the Conditions of Hire attached to this agreement and acknowledge our responsibility to the EBYC for any damages, breakages or additional expenses incurred by the club as a result of our use of the premises.

Signed (Hirer) _____ Dated _____

Signed (Club Manager) _____ Dated _____

CONDITIONS OF HIRE

1. MEMBERSHIP

If provision of liquor is to be a feature of a proposed function, the Hirer must be a financial Senior or Associate member of the Esperance Bay Yacht Club Inc. (EBYC). Membership application forms are available from the manager. All nomination fees and annual subscriptions must be paid with the application.

2. SCOPE AND DURATION OF HIRE

- 2.1 The premises are made available for hire for Quiet Enjoyment on a "bareboat charter" basis, exclusive of any outgoings such as Galley hire, cleaning, staff costs, linen or other services which are charged as separate items.
- 2.2 The duration of a hire, and hence the charges to be applied, will be from the time that first access to the premises is required, until the time that the premises are clean, reinstated and available for use by the club or any subsequent hirer.

3. USE OF FACILITIES

Club Equipment and Premises

- 3.1 No vehicles are to be driven on to the lawn or the paving in front of the building. This includes Caterers / Party planners etc.
- 3.2 Club tables and chairs are available for Hirer's use at no extra cost. Tables and Chairs are not to be put Outside and all chairs and tables are to be returned to the original positions.
- 3.3 Where club table linen is used, an "at cost" charge per table will be levied.
- 3.4 Hirer is permitted (in consultation with the Club Manager) to decorate the premises or bring in equipment and/or furniture for their function provided all decorations/equipment/furniture are complete removed by the Hirer with no damage to the premises.
 - No hooks are to be used and nothing is to be removed from the walls (photos, honour boards etc.)
 - No candles are to be used.

Catering

- 3.5 The Club's commercial kitchen is available for hire for an additional charge.

4. CLEANING AND LOSS/DAMAGE

- 4.1 The Hirer assumes full responsibility for damage to or loss of EBYC equipment, furniture, trappings, buildings and grounds arising as a result of the Hirer's use of the premises.
- 4.2 A security bond of \$500 is payable upon booking and will be refunded when the post-function inspection proves satisfactory.
- 4.3 Unless otherwise arranged with the manager, the Club's contract cleaner will attend to post-function cleaning and the costs will be charged to the hirer's account.
- 4.4 Any replacement and re-instatement costs arising as a result of a breach of 4.1 above will be charged to the Hirer.

5. BAR

- 5.1 The EBYC operates under a Full Club Licence, therefore **ALL** liquor on the premises must be Supplied and controlled by the Licensee via his appointed Manager.
- 5.2 Only staff approved and provided by the Licensee is permitted to operate behind the bar. Staff will be made available at cost. Staff numbers and hours of work will be by prior agreement in consultation with the manager. Minimum staff payment is 2 hours per person.
- 5.3 Bar Limits to be stated on application and paid in advance.
- 5.4 If unstocked drinks are bought for a function, then you as the hirer will purchase all of the remaining stock.

6. CLOSING DOWN

- 6.1 It is the responsibility of the person making the booking or their nominated person to be responsible for staying to the end of the function and ensuring all doors and windows are locked and security alarm set.
- 6.2 Club furniture may be left as is.
- 6.3 Glasses, bottles and cans will be cleared by bar staff.
- 6.4 Musical equipment, decorations and all Hirer's equipment and furniture to be cleared from the Club premises by 9am the day following the Hirer's function or earlier if required for subsequent Club use or hire.

7. SECURITY

Hirer's property (including guests' property), non club furniture and musical equipment and any other property or equipment on the club premises as a result of the Hirer's function is at the risk of the Hirer and the Club takes no responsibility for its loss or damage whatsoever.

I HAVE READ AND AGREE TO THE ABOVE TERMS

Signature of hirer