

## **GTYC Private Usage Policy**

### *1.0 Purpose*

This policy describes the GTYC or “Club” procedure for requesting and obtaining approval for non-exclusive private usage of Club facilities by a GTYC “Member” referred to as a “Private Usage Event”. A Private Usage Event may be requested by submitting a completed “GTYC Private Use Non-Exclusive License Agreement” (see agreement form below) for approval by the Board and reservation of Club facilities for non-exclusive private use by a Member on a specific date.

### *2.0 Eligibility*

Non-exclusive private usage of Club facilities is available to all Members in good standing who have been Club Members for at least twelve months prior to the date of the Private Usage request. For the purposes of this policy, “Active Member” refers to a Full Voting Member. “Other Member” refers to all Associate and Life Members as defined in the GTYC Bylaws. “Hosting Member” refers to any member sponsoring/hosting a private usage event. All Private Usage Events are non-exclusive; meaning that the Club is available to GTYC Active Members and their guests during Private Usage Events for use of parking, launch ramps, docks, bathrooms, and Commodores’ room facilities (apart from the Limited Private Usage exception for the Commodores’ room and Mezzanine discussed in section 4.1.4 below).

### *3.0 Eligible Types of Private Uses*

Unless otherwise approved by the Board, there are three categories of Private Usage Events:

#### *3.1 Personal Use*

Personal use is defined as use by a Member for a personal event for himself/herself and his/her Immediate (nuclear) family. Examples of personal uses include but are not limited to: birthday, anniversary, graduation, retirement or wedding parties for a Member or a Member’s immediate (nuclear) family. Personal use does not include sponsoring/hosting an event for a friend, neighbor, acquaintance or any non-immediate (nuclear) family member. Personal use does not include sponsoring an event for a club, organization or business, or hosting an event for a business purpose.

#### *3.2 Organizational Use*

Organizational use is defined as use by a Member to sponsor an event for a club, organization or business of which the Member possesses ownership interest and/or of which the Member personally participates. Proof of membership/ownership in the organization may be required by the Board for private usage event approval.

#### *3.3 Sponsoring Use*

Sponsoring use is defined as use by a Hosting Member to sponsor an event for a non-immediate family member, or club, organization or business of which the Member does not possess ownership interest or of which the Hosting Member is not personally a member.

### *3.4 Social Use Only*

Commercial or promotional use, such as but not limited to, soliciting sales of, offering to sell or selling products or services during a Private Usage Event is strictly prohibited. All Private Usage Events must be solely for social purposes.

### *3.5 Event Classification*

Private Usage Event requests will be reviewed by the Food and Beverage Committee to determine whether the function is for Personal Use, Organizational Use or Sponsoring Use. The Food and Beverage Committee will report its findings to the Board. Any Hosting Member disagreeing with the Food and Beverage Committee's classification of the requested Private Usage Event may appeal to the Board. The Food and Beverage Committee and/or Board may request additional information from the Hosting Member to aid in classifying an event request. The final classification decision will be made by the Board.

### *4.0 Fees*

#### 4.1 Facility Rental Fees

Facility rental fees include reservation of GTYC facilities for a Private Usage Event and are all subject to the terms and limitations listed in Section 6 "GYC Facility Availability".

##### *4.1.1 Personal Use (Great Room & Bar)*

**Active Members** October through April \$400; May through September, Sunday-Thursday not to exceed \$2500, Saturdays not to exceed \$5000. Factors considered by the board when determining an Active Member's Personal Use Rental Fee include but are not limited to: the month, day of the week and date of event; number of guests attending; number of large events in same month; Hosting Member's years of membership, level of volunteerism and service to the club. **Other Members** Usage limited to October through April \$800 (See Section 6.1).

##### *4.1.2 Organizational Use (Great Room & Bar)*

**All Members** October through April \$1500; May through September, Sunday-Thursday \$2500 and \$5000 Saturdays. On a case-by-case basis, the Board may set a lower fee for non-profit organizations and/or charity/fundraising events. As criteria for determining whether to set a lower fee, the Board may consider whether the event and/or organization has a mission, charter or purpose in line with the GTYC mission of the GTYC, as stated in the Bylaws.

##### *4.1.3 Sponsoring Use (Great Room & Bar)*

**All Members** \$5000-\$8000.

#### 4.1.4 Limited Private Usage Events

The Board may consider Member requests for "Limited Private Usage Events" of the Mezzanine, for up to 35 event attendees; or the Commodores' Room, for up to 35 event

attendees. Limited Private Usage Events do not include use of the Great Room, Bar, or kitchen. Limited Private Usage Events may, upon Board approval, take place during a GTYC sponsored event or other event occupying the Great Room and/or bar area. The Hosting Member understands that noise may travel between event areas and the GTYC is not responsible for such noise. The fee for Limited Private Usage Events in Commodores' Room or the Mezzanine is: Personal Use - **Active Members** \$200, **Other Members** \$400; Organizational Use – **All Members** \$800; Sponsoring Use – **All Members** \$1600.

#### 4.1.5 Front Lawn Private Use (Wedding Ceremony, Party)

Front lawn Private Use: **All Members** lawn only \$1000; Along with Great Room & Bar rental \$500.

### *4.2 Food and Beverage Fees/Costs*

#### 4.2.1 Special Orders and Food and Beverages Consumed

The Hosting Member will be charged food and beverage fees/costs for food and beverages specially ordered and/or purchased by the GTYC for the event and/or consumed or used during the event, including applicable corkage fees. Please contact the Club Manager for current food and beverage costs and corkage fees for private usage events.

#### 4.2.2 Beverage Set Up Fees

The Hosting Member will be charged beverage set-up fees for all events having GTYC beverage service, as follows: \$125 for non-alcohol beverages, beer and/or wine; and \$250 for a full bar.

### 4.3 Labor Fees/Costs

#### 4.3.1 Hourly Rates

The Hosting Member will be charged regular Board approved hourly rates for GTYC employees working on event planning, set-up, clean-up, and/or working during a Private Usage Event.

#### 4.3.2 House Manager

The GTYC requires a Club (House) Manager be present during the event and event set-up for all Private Usage Events having 50 or more attendees. The Hosting Member will be charged regular Board approved hourly rates for the House Manager.

#### 4.3.3 Kitchen and Food Service Supervision

The GTYC requires at least one member of the Clubs' food service staff be present for all Private Usage Events serving food; the number of food service staff and staff hours shall be determined by the Club Manager. The Hosting Member will be charged regular Board approved

hourly rates for food service staff (minimums apply). **All outside caterer's must be approved by the Club Manager.**

#### 4.3.4 Gratuity

The Hosting Member will be charged a flat 18% gratuity fee based upon all GTYC food and beverages sales for a Private Usage Event.

#### 4.4 Cleaning Fee

The Hosting Member will be charged actual costs for a professional cleaning of the GTYC facilities after a Private Usage Event, as needed. The Club Manager will determine whether cleaning is needed and which Club facilities need cleaning after a Private Usage Event. This amount will be deducted from the damage deposit (see section 4.5 below).

#### 4.5 Damage Deposit

The Hosting Member will be charged \$500 for a damage deposit. The deposit will be required for all Private Usage Events upon Board approval of the event. Cleaning fees will be deducted from the damage deposit, per section 4.4 above. In addition, the balance of the deposit may be forfeited to cover costs of any repairs or replacements due to damage to GTYC facilities, grounds and/or furnishings occurring during a Private Usage Event and/or for infractions of the smoking, parking and/or alcohol policies and rules, as described in section 5 below. Any balance will be returned after an inspection of the premises by a GTYC representative and the Hosting Member.

### *5.0 Hosting Member Responsibilities*

5.1 The Hosting Member must be present on GTYC premises for the duration of a Private Usage Event.

5.2 The Hosting Member is responsible for Private Usage Event attendees and non-GTYC employee private usage event worker compliance with GTYC smoking and parking policies, as well as GTYC and State of Michigan Liquor Control Commission (LCC) rules (see Section 8 below). Any questions concerning these policies should be directed to the Club Manager.

5.3 The Hosting Member is responsible for any damages to GTYC facilities, grounds or furnishings that occur during a Private Usage Event, including setup and breakdown, and will be required to reimburse the GTYC for any replacements or repairs resulting from any such damages. All such replacements and repairs will be made at the discretion of the Board by Board approved vendors. A Hosting Member may not act on his/her own to replace and/or repair GTYC facilities, grounds or furnishings without Board approval.

5.4 A violation of the smoking, parking and/or alcohol policies or rules by private usage event attendees and/or non-GTYC employee Private Usage Event workers may result in forfeiture of the damage deposit and/or further discipline of the Hosting Member by the

Board.

5.5 Upon the conclusion of a private usage event, the Hosting Member is responsible for making sure that GTYC facility doors are locked and windows are closed and locked. Upon Club Manager approval, the Hosting Member may request that a GTYC employee secure the facilities upon event conclusion.

### *6.0 GTYC Facilities Availability*

6.1 For Active Members, private usage of the Club will be available on a year-round basis, except on those dates and times when there is a GTYC sponsored event taking place (subject to the Limited Private Usage Event exception in section 4.1.4 above). For Other Members, private usage of the Club will be available October through April, except on those dates and times when there is a GTYC sponsored event taking place (subject to the Limited Private Usage Event exception in section 4.1.4 above). The Board may conditionally schedule but not formally approve Private Usage Events for an upcoming calendar year until after the Board has approved the GTYC event calendar for that year. Contact the Club Manager for confirmation of date availability.

6.2 Private usage of the Club on Saturdays, Sundays and Holidays during the sailing race season (May through September) will begin after 5 pm with no exceptions.

6.3 In the event of a Private Usage Event scheduling conflict, private usage priority will be given to an Active Member over Other Members.

#### 6.4 Event Set-up

All event set-up (including set-up by outside vendors, such as event planners, caterers, rentals companies and entertainment) will begin on the date of the Private Usage Event at the reserved event starting time unless granted special permission by the Club Manager for advance set-up. Event set-up may not take place during nor interfere with Wednesday and Friday night Club open nights or other Club-sponsored events or Private Usage Events. For Private Usage Events taking place during Saturdays, Sundays and Holidays during the sailing race season (May through September), event set-up may not begin prior to 5pm.

### *7.0 Reservation and Fee Payment Procedures*

7.1 All Private Usage Event requests must be presented to the Board on a completed "Grand Traverse Yacht Club Private Use Non-Exclusive License Agreement" at least two months prior to the usage date requested. By signing the Grand Traverse Yacht Club Private Use Non-Exclusive License Agreement, the Hosting Member agrees that he/she has read and agrees to the terms of this Private Usage Event Policy. The Hosting Member must include the event deposit with the signed Grand Traverse Yacht Club Private Use Non-Exclusive License Agreement.

7.2 Private Usage Event requests will be reviewed by the Food and Beverage Committee to determine the proposed events' private usage classification (Personal Use, Organizational Use or Sponsoring Use), and to confirm date availability. The Board reserves the right to deny private usage of the Club for any event, including but not limited to use when it is determined

the Hosting Member is not directly involved in the event and/or the private usage appears to be for the benefit of a non-member. The Board also reserves the right to amend the private usage contract on a case-by- case basis.

7.3 The balance of the event fee and damage deposit must be paid within seven days of the Board's approval of the Private Usage Event or the event will be disallowed.

7.4 All food and beverage orders must be placed at least two weeks prior to the Private Usage Event. All food and beverage costs for orders must be paid in full, at the latest, seven days prior to the event.

7.5 The remaining balance of fees and costs will be due immediately upon receipt of the final bill, which will be prepared by the GTYC after the conclusion of the event.

#### *8.0 Private Usage Event Capacity*

The maximum number of guests allowed is 140. Exceptions must be approved by the Board.

#### *9.0 Private Usage Event Alcohol Policy and Requirements*

9.1 Terms and Conditions of GTYC alcoholic beverage service are governed by and subject to provisions of the license granted by the Michigan Liquor Control Commission under MCL 436.

9.2 All Private Usage Events at the Club must comply with the State of Michigan Liquor Control Commission (LCC) rules. All alcohol consumed on GTYC property must be purchased from the GTYC. Only GTYC members may purchase alcohol from the GTYC. All alcohol purchased from the GTYC must be consumed on GTYC property.

9.3 GTYC Bartenders ARE REQUIRED for all Private Usage Events serving Alcohol. They will be supplied by the GTYC and billed to the Hosting Member at the Board approved hourly rate, as discussed in section 4.3 above.

9.3 Advise the Club Manager early as to the anticipated beverages and special bar needs desired so an advance order may be placed two weeks in advance of your event.

#### *10.0 Decoration and Cleanup*

10.1 All decorations and non-GTYC furnishings brought into the club (including tables, chairs, dance floors, art and/or any other furnishings) must be approved prior to the event by the Club Manager. Among other things, the use of metallic confetti, thumbtacks, pins and double-sided poster tape is not permitted.

10.2 The location for erecting outdoor tents is limited to the bayside yard of the GTYC property. Tents may not encroach upon the parking lot, ramp or access to the dinghy dock. Removal of the flag pole is prohibited. Tent size cannot exceed 30' x 40'.

10.3 All decorations must be completely removed and disposed of by the Hosting Member. Clean up of the building and grounds must be completed by 10:00am on the day following the private usage event, with the exception that all tents and rentals must be removed from GTYC

property within 24 hours following the conclusion of the event; however, it is the Hosting Member's responsibility to ensure that there is no conflict with any subsequent (back-to-back) GTYC and/or Private Usage Event.

10.4 The Hosting Member is responsible for taking trash to the dumpster receptacle; wiping down the bar, tables and chairs; cleaning, drying, and putting away all pots, pans, dishware, silverware and cooking utensils used; cleaning kitchen appliances and equipment, if used; and, to the extent used, putting away toys in the Children's Room.

10.5 In general, the Club should be left in as good of condition as it was provided to the Hosting Member prior to the private usage. As discussed above in section 4.4, Hosting Members will be charged for a professional cleaning after an event, as needed, as determined by the Club Manager. If a Hosting Member leaves the Club in a clean condition after an event, such that the Club Manager determines that a professional cleaning is not needed, the cleaning fee may be avoided. Failure of the Hosting Member to leave the Club in as good of condition as it was provided may result in the forfeiture of any balance on the damage deposit and/or additional charges to reimburse the GTYC for repairs or replacements, including but not limited to carpet cleaning costs, necessitated by GTYC facility damage caused by the private usage

10.6 No GTYC furnishings may be moved from their regular locations. Exceptions may be approved by the Club Manager. This includes all furniture, wall decorations, rugs and any other furnishings. If an exception is made by the Club Manager, all moved furnishings must be returned to their proper places by the Hosting Member upon conclusion of the private usage event. Due to wear and tear on the stairway, walls, railing and furniture, no moving of furnishings to and from the main floor and Mezzanine is allowed.

10.7 Ceiling tiles may not be removed or displaced for event set-up without prior approval by the Club Manager.

### *11.0 Abuses of Private Usage Policy and Agreement*

Any Member who abuses the specific intent of the Private Usage Policy and/or the GTYC Private Use Non-Exclusive License Agreement may forfeit all deposits, and may face discipline from Club membership.

### *12.0 Indemnification*

All Hosting Members agree to indemnify and hold harmless the GTYC for injuries sustained by the Hosting Member, his/her agents, guests, event attendees, and/or non-GTYC employee event workers during, or resulting from, the private usage event held at the Grand Traverse Yacht Club. The Hosting Member agrees that the GTYC is not responsible for and agrees to hold the GTYC harmless for any damage or loss to personal or other property left on GTYC property by the Hosting Member or his/her agents or event attendees or non-GTYC employee workers for a Private Usage Event.

### *Appendix 1 Related Policies and Procedures:*

GTYC Private Use Non-Exclusive License Agreement  
Revisions Log: October 19, 2004, Original

December 2007, Revised  
April 2009, Revised  
December 2009, Revised  
February 2017, Revised

END OF POLICY