

Italia-America Bocce Club (IABC)
Courtside Usage Agreement

Procedures and Rules for Courtside Usage

1. Only members in good standing of the IABC may use the courtside for private parties. **The member must be present for the entire party and clean-up process. The member shall not profit from Courtside usage.**
2. The member must **first** contact the Agreement Coordinator, Paola (Paula) Brush by calling or texting: 314-223-9277(Monday-Friday between 6:00 - 8:00 pm) to check if the date and time requested is available. If leaving a message, provide your name, number, date/time requesting for usage and if courtside or courtside plus dining room.
3. The member must then submit a **completed Courtside Usage Agreement Form** and a **deposit of \$100.00**, via check made out to the IABC or charge card receipt, directly to the Agreement Coordinator or place the deposit and Agreement in an envelope marked Agreement Coordinator and place it in the mail slot located on the Office door. The Agreement Coordinator will sign, date it, and present the request at a Board meeting. **All events require approval from the Board of Directors of the IABC. These meetings are usually held the 2nd Wednesday of each month. Therefore, plan accordingly so that you have contacted the Agreement Coordinator and have time to submit the Courtside Usage Agreement with deposit at least one week prior to a scheduled Board meeting.**
4. The member should **keep the Courtside Usage Agreement of the Procedures and Rules** and the **Summary of Courtside Usage Cost Form** (this form is completed and returned after the event).
5. Once approved by the Board of Directors, the **question mark (?)** (located by the member's name on the date requested, number of people, time, and CT or CT/DR information) will be erased from the calendar in the Office to indicate that the event was approved.
6. The Agreement Coordinator will contact the member to indicate whether the event was approved, denied, or requires further information.
7. If the event was approved, the Agreement Coordinator and member will meet in person or discuss via phone call the details of the contract which the member should have already read.

Member initial: _____

Deposit:

1. \$100.00 deposit (see #3 above) is required to reserve Courtside
2. A \$35.00 usage fee will be deducted from the deposit. Courtside can only accommodate a maximum of 50 people, no exceptions.
3. **The member and guests may only use Courts 4 and 5 and the area by Court 5 for food. If you would also like to use the Dining Room, a separate Dining Room Rental Agreement must be completed along with the additional Dining Room deposit.**
4. The member must submit a completed **“Summary of Courtside Usage Agreement Cost” Form, as soon as possible after the event to receive any balance of the deposit, if any. Any remaining deposit will not be issued until this form is submitted directly to the Agreement Coordinator or placed in the mail slot on the Office door.**
5. A member may forfeit their deposit balance or owe the IABC if the Courtside is not cleaned per instructions mentioned later or if damage to property has occurred. Such as, a spillage on a court would currently cost \$200.00 (this amount may change as to what the vendor would charge at the time of the incident) to professionally clean.

Rules: The member is responsible for informing and enforcing bocce court usage rules with their guests!!! The Board of Directors would like you to have a good time, but keep the following rules in mind:

1. There is no food or drink allowed on the courts (this includes no leaning over from inside the courts to get a drink or bite of food).
2. Only flat-soled shoes are allowed on the courts. If a guest(s) is not wearing appropriate shoes, booties are provided on the coat hook by Court 5. **The person must take their shoes off and then wear the booties.**
3. If it is raining or snowing, make sure the bottom of the shoes are dry, before entering the courts.
4. Children must be supervised at all times.
5. Children must be supervised by a responsible adult while on the courts to prevent potential injury. Measuring sticks and the ball picker uppers are not toys.
6. There is no running permitted in the Club. Member Initial: _____

Food:

1. The member is responsible for any cost associated with food brought into the Club.
2. The Club is not responsible for food placed in/on the refrigerator, freezer, stove, oven, fryer, warmer, etc.
3. Any Kitchen use must be requested by checking that request on the Courtside Usage Agreement Form and completing the Kitchen and Materials Usage Form at the time the Agreement is submitted. There may be some charges associated with certain items, if used. The Kitchen and other items may not be available if there is a Club Function being held in the dining room. **The member is responsible for cleaning any items used from the Kitchen and placing the item(s) back where it belongs.**
4. The member is responsible for supplying any napkins, forks, knives, spoons, plates, disposable tablecloths, etc.

Bar:

- a) **All** beverages must be purchased through the bar. No one under the age of 21 is allowed to have any alcoholic beverages or sit at the bar.
- b) The member is to coordinate with the Bar Manager or Bartender whether to run a tab, a specific tab, or cash bar. All tabs must be paid that night, this does not get deducted from the deposit.
- c) All tabs will automatically include a 15% gratuity. (Example: \$100.00 tab + \$15.00 gratuity = Total Bar Bill: \$115.00).
- d) All events scheduled during non-bar hours will be charged an additional \$10.00 per hour to have a bartender present. This is paid directly to the bartender and does not get deducted from your deposit.
- e) If a bartender is not available during non-bar hours, the member must make arrangements with the Bar Manager for drinks and payment. No outside drinks are permitted.

Decorations:

1. Decorations must be approved by the Agreement Coordinator
2. **Glitter, confetti, and difficult to clean decorations are not allowed**

Member Initial: _____

Clean-Up:

1. The member is responsible for cleaning up the Courtside area before leaving the Club.
 - a. Remove, dispose of, or take home all decorations used for the event.
 - b. Any food, trays, buffet pan holders, sterno, etc. brought into the Club for the event, are not to be left at the Club (take home, give back to caterer, or dispose of it properly).
 - c. Wipe off all tables and chairs (ask the Bartender for the spray bottle and towel). If the tables and/or chairs were moved, return to the original location (taking a picture prior to moving items may help with this).
 - d. Dispose of any cups, bottles, etc. located in the metal drink holders around Courts 4 and 5.
 - e. Sweep the floor. If there was any type of liquid spills, the mop is located in the Supply Closet next to the men's restroom.
 - f. Dispose of all trash into the available trash cans, bring the trash bags to the dumpster, place the trash cans back in the Courtside area, and reline each can with a new trash bag which are located in the Storage Closet next to the men's restroom.

Conduct Policy:

1. Enjoy the use of the IABC.
2. The member is responsible for the behavior of their guests and themselves at the event. Distasteful behavior, violation of IABC rules, or misconduct by a guest(s) or the renting member, will result in penalties. Penalties may include, but not limited to, **the event being terminated before time on the contract**, suspension of all or some IABC privileges for the member, and possible criminal or civil prosecution.
3. **Children must be supervised at all times in the IABC and parking lot.**
4. A walk through inspection may be conducted directly after the event or the next day to assess for cleanliness and possible damages. If there are any violations of either of these, the Agreement Coordinator will contact the member and discuss the concern(s). If there is a violation in cleanliness, a fee will be deducted from the deposit. If there are any damages, the member is responsible for the cost of repairs or replacement, which will be deducted from the deposit. If there is not enough money from the deposit, the member will be billed for the remaining balance.

Member Initial: _____

Cancellation Policy:

1. If the event is cancelled two weeks before the scheduled date, the member will be charged a \$15.00 fee.
2. If the event is cancelled one week before the scheduled date, the member will be charged a \$25.00 fee.
3. If there is an extenuating circumstance for the cancellation, the fee may be waived by vote of the Board of Directors. If the event is cancelled by the Agreement Coordinator or Board Member, due to Club or weather related issues, the entire deposit will be returned to the member.

Liability Policy:

In no event shall the Italia-America Bocce Club be liable to the member or their guests for this event whether based in contract, TORT (including negligence), warranty or otherwise including (A) failure or termination of or interruption in utility services to the club; (B) personal injury or damages to person or property which the member or guests may incur, regardless of the cause thereof. The member and guests agree to indemnify and hold harmless the Italia-America Bocce Club, fellow members, officers and directors, employees and agents from and against any and all claims, damages, losses, suits, judgements, costs and expenses by any party arising from the member's event held at the IABC. The member and guests hereby releases and forever discharges the Italia-America Bocce Club from all liability or damages of any kind.

Member Initial: _____

Courtside Usage Agreement Request

Member's Name (Print): _____

Complete Address: _____

Phone: _____ (circle one: cell phone home work)

Member's Stock Number: _____

Date of the Event: _____

Time of Event: _____ to _____

Event Description: _____

Number of Guests: _____

Kitchen and Materials Usage (circle) yes no

(If the answer is yes, please complete the attached Kitchen and Material Usage Form and submit with this Agreement)

I, _____, a member in good standing have **read** the Courtside Usage Agreement and fully understand said agreement. I understand, that I, as a member of the Italia-America Bocce Club, am obligated to pay for the entire cost of the event, such as, fees, food, kitchen charges, if incurred, etc. This event is for my personal use and I am not being reimbursed by another party for the use of the IABC. Any violations of the Usage Agreement may result in, but not limited to, the event ending before the scheduled time, probation or suspension of all or some of the member's IABC benefits, expulsion, additional fees/fines, and/or criminal charges to which, I as the member, will be responsible for all legal fees.

Member's Signature

Date Submitted

Agreement Coordinator

Date Received/Retrieved

Board Approval Date: _____

Deposit: _____

Summary of Courtside Usage Agreement Cost

This form must be completed and returned in order to receive your refund of any remaining deposit, if any, after fees and any charges have been applied

Date of Event: _____ Date Submitted: _____

Member's Name (print): _____

Member's Complete Address: _____

Name of Caterer (if used): _____

Deposit: **\$100.00**

Usage Fee: Total: \$35.00

Kitchen Fee (if any) Total: _____
Charged for: _____

Cleaning Fee: Total: _____

Explanation of Charge:

Damage Fee: Total: _____

Explanation of Charge:

Total Refund Due: _____

Or

Balance Due to the IABC: _____

Return completed form directly to the Agreement Coordinator or place in the mail slot located on the Office door, as soon as possible after the event for you to receive a timely refund, if due.

Agreement Coordinator

Date Received/Retrieved

Approved
AC initials



Treasurer

Date Processed

Treasurer to send a copy of the Summary statement with the refund check or if a balance is due

Kitchen and Materials Usage Form

Member Name: _____ **Date of Event:** _____

Only submit this form with your Agreement, if you plan on using anything in the kitchen!

It is the member's responsibility to clean, turn off the oven, stove top, convection oven or warmer (if used), and/or put items back where it belongs when using and/or borrowing items from the kitchen. This includes sweeping and/or mopping the kitchen floor if items are spilled and taking any trash out to the dumpster and relining the trash cans (liners may be found in the kitchen or in the Supply Closet located near the men's restroom).

The meat slicer and steam tables are not allowed to be used.

Check all that apply:

Refrigerator _____
Freezer _____
Serving Utensils _____

what will be used:

Knife _____
Cutting Boards _____
Fryer _____
Oven _____
Stove Top _____
Convection Oven _____
Warmer _____

follow color code for usage

(can only use if you know how to operate) **Fee: \$40.00**

(can only use if you know how to operate) **Fee: \$5.00**

(can only use if you know how to operate) **Fee: \$5.00**

(can only use if you know how to operate) **Fee: \$5.00**

(can only use if you know how to operate) **Fee: \$5.00**

Other Items: _____

what will be used:

(Other Items requires additional Agreement Coordinator approval and will follow Dining Room Agreement Kitchen and Usage Form, if there is a fee or not associated with it)

Total Usage Fee: _____

By signing the Courtside Usage Agreement Request Form, the member agrees to any fees which may be incurred from their use of the Kitchen and/or materials.

Agreement Coordinator Reviewed/Date