Court-Side Usage Agreement Request

Member's Name (Print): Complete Address:		
Member's Stock Number:		
Date of the Event:		
Time of Event: to	(set up time:)
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 Court-Side 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.

Date Submitted
Date Received/Retrieved
Deposit:

Italia-America Bocce Club (IABC) Court-Side Usage Agreement (Revised Jan 2023)

Procedures and Rules for Court-Side Usage

- 1. Only members in good standing of the IABC may use the Court-Side for private parties. The member must be present for the entire party and clean-up process. The member shall not profit from Court-Side usage.
- 2. The member must first contact the Event Director, Ron Farotto at 314-578-4034 via call, text, or email <u>RonFarotto.IABC@Gmail.Com</u> to check if the date and time requested is available to book. My Committee Event Facilitator is Sue Lucia 314-728-7469 email <u>SueLuciaIABC@Gmail.Com</u> reach out to either of us so we can get back to you in 24 hrs. I will respond to each person in order of making contact as having first choice on a date, and we will move to the next member accordingly.
- 3. A New Member will be allowed to rent an event after 6 months of membership.
- 4. I will then make sure you are a current member and with dues paid. I will then forward contract agreements electronically directly to you, as needed. If you choose to fill out hardcopy and drop in club mail box.
- 5. The member must then submit a completed Court-Side 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 the next Board meeting. All events require approval from the Board of Directors of the IABC. These meetings are usually held the 2nd Monday of each month. Therefore, plan accordingly so that you have contacted the Agreement Coordinator and have time to submit the Court-Side Usage Agreement with deposit at least one week prior to a scheduled Board meeting.
 - a. There is also an express Board Special Vote for all good standing members, if your have an emergency issue and need to book the facility sooner than the next board meeting
- 6. The member should keep the Court-Side Usage Agreement of the Procedures and Rules.
- 7. 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.
- 8. The Agreement Coordinator will contact the member to indicate whether the event was approved, denied, or requires further information.
- 9. 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 Court-Side
- 2. A \$35.00 usage fee will be due via billed or email: pay by check or debit/credit receipt after the bartender has filled out the Bar Report Summary. Court-Side 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 bartender will provide the director a completed "Bar Tender Summary Report" of your event. Once submitted in 1-3 days amounts still pending will be billed or emailed or refund will be made. Turnaround should be 10-15 business days or sooner if possible. possible
- 5. A member may forfeit their deposit balance or owe the IABC if the Court-Side 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:

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Food:

- 1. The member is responsible for any cost associated with food brought into the Club. Food is to be set up on tables along the window side not near court.
- 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 Court-Side 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, take home containers, 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 18% min. gratuity. (Example: \$100.00 tab + \$18.00 gratuity = Total Bar Bill: \$113.00).
- d) Parties of 20 or more people the bartender will be paid by the club.
- 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.
- 3. Do not hang items on the walls.
- 4. Window decorations would be allowed.

Member Initial:_____

Court-Side Usage Agreement: Page 4 Clean-Up:

- 1. The member is responsible for cleaning up the Court-Side 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 can(s) to the dumpster using the two wheeler located in the Ice Machine room, place the trash cans back in the Court-Side area, and reline each can with a new trash bag (located on the table by Court 5 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:

Court-Side Usage Agreement: Page 5

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 bartender has blocked their personal schedule to acmodate your event. Their service will still be required to be paid by the member.
- **4.** 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:

Kitchen and Materials Usage Form

(Revised Jan 2023)

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, convention 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	follow color code for usage
Fryer	(can only use if you know how to operate) Fee: \$40.00
Oven	(can only use if you know how to operate) Fee: \$5.00
Stove Top	(can only use if you know how to operate) Fee: \$5.00
Convection Oven	(can only use if you know how to operate) Fee: \$5.00
Warmer	(can only use if you know how to operate) Fee: \$5.00
Dishwasher needed \$20/hour _	hours (Marty is authorized)

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 Court-Side 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