

## **Ponce Yacht & Fishing Club, Inc. Administration Regulations**

### **Article I - Title**

This regulation shall be known as "**Regulations for the Administration of the Use of the Facilities of the Ponce Yacht & Fishing Club, Inc.**" (hereinafter the "Regulations for the Use of Facilities")

### **Article II - Title**

These Regulations for the Administration of the Use of the Facilities of the Ponce Yacht & Fishing Club, Inc. are adopted pursuant to the powers conferred upon the Board of Directors by the Regulations of the Ponce Yacht & Fishing Club, Inc., 2014 edition, as amended (the "Club Regulations").

### **Article III- Purpose**

It is issued for the purpose of establishing standards aimed at regulating the processes that will govern the administration, operation and transfer/rental of the facilities of the Ponce Yacht & Fishing Club, Inc. (hereinafter the "Club"), in order to promote efficiency and uniformity to guarantee adequate administrative transparency and protection of the facilities for the enjoyment of future generations.

### **Article IV - Use of the Club's facilities**

**A. Scope of the concept of private activity-**Activities of private entities, non-profit organizations, natural or legal persons who so request for cultural, professional, educational, civic or social purposes, such as: wedding receptions, quinceañeras, anniversaries, birthdays, conferences, meetings and other similar events in accordance with the Club Regulations and established by the Club administration, which may only be carried out upon payment of the rental fee as established in Annex I.

**B. Unauthorized uses-**Applications to hold events at the Club will not be approved, nor will the following be carried out:

1. Acts or ceremonies of a political-partisan or religious nature or tendency.
2. Public ceremonies or demonstrations, even if they are not of a political or religious nature.
3. Activities that involve any monetary payment or onerous charge of any type or kind, even if it has charitable purposes
4. Activities of a defamatory nature and/or offensive to good taste and the norms of society.
5. Private activities that have not complied with the corresponding rental fee, according to the type of activity, established in Annex I.
6. Any activity that is prohibited by the Club Regulations, or that the Club administration determines, in its sole discretion, to be detrimental to the Club.

### **Article V - Procedure for requesting Authorization for Use**

**A. Private Activities-**All activities of private entities, non-profit organizations, natural or legal persons, and government and municipal agencies to carry out non-official activities, requesting the use of the facilities, must comply with the following procedure:

1. The applicant will check with the Office to see if the requested date is available.
2. When the requested date is available, it will be tentatively reserved for a period of one (1) month and will be confirmed with the signing of the lease contract and payment of the corresponding deposit, as established in these regulations. If there is no communication, once the period has ended

provided, the date will be released due to lack of interest and those interested on the waiting list will be called.

3. Contracts must be signed three (3) months in advance.
4. Once the schedule for the activity to be carried out on the selected date is established, the applicant will provide the information required for the preparation of the contract, and an appointment will be scheduled where the tenant will sign the lease and make the deposit of \$100.00 (non-refundable and non-transferable).
5. All lease payments must be made at the Club Office. Payments must be made in cash, credit card, cashier's check, money order, or bank transfer payable to PYFC.
6. The corresponding final payment will be made one (1) month before the activity or on the date of signing the contract, whichever is less. See Annex I
7. The Club Manager shall have the discretion to require the tenant to present a public liability insurance policy for a minimum amount of \$100,000.00 with an endorsement in favor of the Ponce Yacht & Fishing Club, Inc.
8. A \$250.00 deposit is required, which must be paid by check upon signing the activity contract. This will be used to guarantee any damage caused to the Club's facilities during the activity or during setup or teardown, and that the teardown did not exceed the time limit provided for these purposes. This payment cannot be credited to the payment for the activity. The deposit will be returned ten (10) business days after the activity, considering that the previous requirement has been met.
9. Lease agreements include a maximum use of six (6) hours of activity.

**B. Date Changes**-Any changes to the date, time, or number of people must be made through an amendment to the contract, subject to the corresponding payment, as applicable. Any changes to the date, time, and number of people must be made within one week of the event. No changes will be made on the day of the event, regardless of the number of people.

## **Article VI - General Rules for the Use of the Club's Facilities**

### **A. General Information**

1. It is the user or lessee's responsibility to inform their suppliers of the rules for using the Club's facilities, as established in these Regulations.
2. The Club's capacity, as established by the Fire Department, is 120 people for the Commodore Room, 40 for the Cocktail Lounge, 250 for the Pelican Room, and 800 for the Marlin Room. For safety reasons, additional guests will not be permitted.
3. Club activities last for six hours, and never later than one (1) a.m. The last scheduled time for activities is from 7:00 p.m. to 1:00 a.m.
4. The Club has loading and unloading areas for the use of food, music, and decoration suppliers.
5. During the course of the activity, assigned personnel will be on hand to supervise it and ensure compliance with the rules.
6. Club staff will not allow guests to enter before the time stipulated in the contract.
7. Club staff will await instructions from the user or tenant to open the main door within the hours stipulated in the contract. Only the user or tenant can make decisions, so our staff will only communicate with them if necessary.

However, in cases where the services of an activity coordinator are contracted, and such case is reported to the Club Administration, the Club staff will contact the latter.

8. The Club's facilities have a wheelchair for disabled people, which may only be used by people who require it, when necessary for activities in the Comodoro Room.
9. The Club has available for rent chairs and tables for use in the Comodoro Room. These cannot be replaced with outside equipment without authorization from Club Management, with the exception of the bride and groom table, cake stand, and candy bar. Club staff is not responsible for dismantling additional tables brought by the renter for the bride and groom, cake stand, or candy bar; therefore, the event manager will make the corresponding arrangements.
10. Every applicant must ensure that the decorative elements they wish to include as part of the decoration are authorized in the facilities..

#### **B. Assembly and Disassembly**

1. The Club rooms are available for setting up activities from 8:00 a.m. on the day of the activity.
2. Activity schedules begin at 12:00 p.m.
3. No one involved in the activity is permitted to enter during the setup process. For these purposes, anyone interested in visiting the facilities and receiving guidance should schedule an appointment with our staff, Monday through Friday during business hours.
4. Setup is the sole responsibility of the user or renter. It is essential that during setup, the renter maintain a person in the area at all times, responsible for the items left at the Club, and familiar with the layout and design of the room when receiving the cake, food and drinks, music, and other matters related to the activity. The Club is not responsible for items brought by renters to the activity or left on our premises.
5. The use of nails and adhesive tape on the walls, floors, and ceilings of the rented premises is prohibited. To secure extension cords, the use of adhesive tapes known as "masking tape" or "painter's tape" is permitted. These are easy to remove and leave no adhesive residue.
6. The "Cocktail Lounge" is designated as the only area to house bars and tables for serving cocktails and food in the Comodoro Room.
7. The use of living rooms with sofas, ottomans, and small tables or chairs is authorized. However, the necessary personnel for assembling and disassembling these accessories must be considered, and the one (1) hour limit provided for these purposes must not be exceeded. If the time allowed for disassembly is exceeded, the corresponding penalties will apply.
8. You must ensure that your suppliers, including music, food, and decor, make the necessary personnel arrangements to set up and take down your equipment and accessories, since only one (1) consecutive hour after the end of the activity is provided for these purposes. When this time is exceeded, 40% of the deposit will be retained for each additional hour or fraction thereof.
9. The tenant's designated disassembly personnel will have one (1) hour to do so. The main staircase may not be used for disposing of food scraps and/or garbage, among other items, regardless of the number of people.
10. At the end of the activity, the tenant must collect and remove all belongings, objects, accessories, and furniture they brought. The Club and its staff will not be responsible for items left on the Club premises (plants, tablecloths, pedestals, cake mirror, flowers, drinks, etc.).

#### **C. Cleaning**

1. The hall is handed over clean in the morning, so it is the tenant's sole responsibility to keep it clean for the benefit of their business.
2. If repairs, painting, and/or hot-melt work are required, they must be done outside the facility. No such work will be permitted on the premises under any circumstances.

3.If flower arrangements are required to be prepared on the premises, the following rules must be followed:

- to.**Please bring 55-gallon trash bags to collect and take trash with you. Trash may not be left in the Club's trash cans or disposed of in the large receptacle.
- b.**Wet the oasis in buckets you bring. It is not permitted to use the kitchen sink or bathroom sink for this purpose to avoid clogging.
- c.**Work in the areas where the bars are located and not in the aisles.
- d.**It is the tenant's responsibility to clean all areas that become dirty due to these preparations.
- and.**You must bring a broom and dustpan for your personal use.

#### **D. Security**

- 1.Children under twelve (12) years of age must be under adult supervision at all times.
- 2.Smoking is prohibited inside the Comodoro Room and/or Cocktail Lounge.
- 3.The placement of medication baskets on bathroom sink countertops is not permitted.
- 4.Emergency exits must be free of objects, furniture, or items that obstruct the passage of people, except in places authorized by the Club Administration.
- 5.The user or tenant must correct any damage or defect suffered by the Club as a result of the activity.
- 6.The user or tenant must provide tablecloths, skirting boards and whatever is needed for decorative purposes.
- 7.It is strictly prohibited to place, throw or use rockets, fireworks, pebbles, "garbanzos", crystals, smoke, rice, flower petals, bubbles or confetti (paper) in the halls and stairwells.
- 8.To protect the carpet located in the Comodoro Hall, the use of platforms is not authorized in the facilities.

#### **E. Suppliers**

- 1.As a first option, you will have to request a quote from our dealer, who must respond no later than (1) one week. If our dealer does not respond within the established time or does not agree with it, you must notify us at the office. After being notified, you can quote another food service which must comply with a health license, merchant registration and a public safety endorsement. If the food supplier does not comply with the aforementioned documents, they WILL NOT BE ABLE TO PROVIDE THEIR SERVICES. This is exclusively for the rental of the Marlin Room, Comodoro Room, "Cocktail Lounge" and Pelicano Room. The rental of the pool or "Playground" will require the Club concessionaire to consume at least two (2) trays of food.
- 2.The cake cannot be cut in the dining room. Caterers must take it to the kitchen, where it will be cut and served.
- 3.The tenant must bring ice storage containers. The wine rack is exclusively for cooling beverages (beer, wine, champagne).
- 4.Drinking from cans or bottles is not permitted. All drinks must be served in disposable or glass cups.
- 5.Consumption of alcoholic beverages by minors is not permitted.
- 6.The sale of alcoholic beverages is not permitted on the premises.
- 7.The tenant must provide the name of the musical group that will be performing at the event.
- 8.Suppliers who do not comply with the instructions, requirements and rules stipulated herein will result in the cancellation of the activity (even if it has begun) and/or the denial of their services in future activities held at the Club.

## **F. Cancellations:**

- 1.**The Club reserves the right to suspend any activity due to the threat or occurrence of an atmospheric event, force majeure events such as storms, hurricanes, fire, or situations beyond the control of Club Management. In this case, the renter will have the opportunity to select another available date, at no additional cost or penalty.
- 2.**Cancellations with no definite cancellations or changes of date will only be accepted in writing. Failure to comply with this requirement will result in the request being rejected.
- 3.**The request will require a contract amendment process, and the change will incur a fee of 20% or the lesser of the total lease payment, which must be paid at the time of the request. This fee will be applied starting with the second change of date. Failure to comply with this requirement will result in the date change not being processed, regardless of the individual.
- 4.**If it is necessary to cancel or suspend the activity indefinitely (without a set change date), the following rules will apply regarding payments made:
  - to.**In case of an activity canceled ninety (90) or more days in advance of the date of its celebration, the money paid for the payment of the deposit of \$100.00 will be retained and you will have the right to use it within a term of one year from the date agreed in the original contract. If you have made payments for the lease fee, you may opt for a refund of the money with the exception of the deposit or request that it be credited to be used within the provided term of one year and if you do not use this credit in that period, the money paid in excess of the deposit will be returned to you. For the refund you must comply with the requirement of delivering original receipts.
  - b.**If you cancel or indefinitely suspend the activity less than ninety (90) days prior to the scheduled date, the money paid for the deposit of \$100.00 will be retained and you will have the right to use it within one year of the date agreed in the original contract. Regarding payments made for the rental fee, they will be retained and you will not have the right to any refund. However, for both indefinite cancellations or date changes, you will be given one year to use the money paid.
- 5.**After the lease agreement is signed, the lessee will waive all claims against the Club and will indemnify the Club for any damage caused to the premises used or occupied under said lease. They will release the Club and defend it against any entity or person for damages to persons or property caused by, or related to, the use of the Club's facilities.
- 6.**The user or lessee shall undertake to comply with the provisions of this Regulation and to inform their suppliers so that they also comply with the rules established herein, since failure to comply with this Regulation will result in the suspension of the activity at that time and the inability to use these facilities in the future.
- 7.**The Club reserves the right to refuse admission or cancel an activity if the provisions herein are not complied with.

## **Article VII - Severability Clause**

If any of the provisions of this Regulation are declared void or unconstitutional by a competent court, such declaration shall not affect, annul or invalidate the remaining provisions.

**Article VIII - Authority to Modify or Amend this Regulation**

The manager of the Ponce Yacht & Fishing Club, Inc. may submit to the Board of Directors, through the Activities Committee, any recommendations he deems appropriate to modify or amend these Regulations. Recommendations affecting the budget, such as changes in rental rates, penalties, or fees, may only be modified after being submitted to the Management Committee through the Rear Commodore and obtaining its approval.

In Ponce, Puerto Rico on \_\_\_\_ of \_\_\_\_\_ of 20\_\_.

\_\_\_\_\_  
Tenant

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Ponce Yacht & Fishing Club, Inc.