

BIRCH LAKE YACHT CLUB, INC.

CLUBHOUSE USE AGREEMENT

The purpose of this document is to verify that I wish to use the Birch Lake Yacht Club, Inc., clubhouse (the "Facility") on _____ from _____.m. to _____.m. for the following purpose: _____ (the "Event"). I represent that I am over 21 years old. I agree that my use of the Facility will comply with all applicable laws. I understand that the policy of the Birch Lake Yacht Club, Inc. is that no alcoholic beverages are to be served, supplied or consumed in connection with the use of the Facility under this Agreement. I agree to make a \$100.00 deposit. The deposit will be held until the building can be inspected for damages after the Event is held. The cost of any repairs of damages occurring during the Event will be deducted from the deposit, but I understand that my responsibility for repairing such damages is not limited to the amount of the deposit. I acknowledge that no representations or warranties have been made to me or relied on by me concerning the condition of the Facility. The Facility is to be left in a clean condition just as it was found when it was used for this Event. Trash containers are outside of the facility and plastic bags provided by you should be sealed inside of the containers. Trash pick-up will be arranged by the Birch Lake Yacht Club, Inc. Board.

I agree that neither the Birch Lake Yacht Club, Inc. nor any member of the Birch Lake Yacht Club, Inc. or its Board may be held accountable or liable for any mishap while or as a result of or arising from the Event.

In consideration of the privilege of being permitted to use the Facility the undersigned personally and for the undersigned's personal representatives, heirs, successors and assigns, releases the Birch Lake Yacht Club, Inc. and its members, directors, officers and agents from any and all liability, claims, and causes of action whatsoever, under any legal theory, including the negligence of the Birch Lake Yacht Club, Inc. or its members, directors, officers or agents, for any loss or damage to property or possessions, and for/or any injury to or death of the undersigned while the undersigned is at or about the Facility or traveling to or from the Facility.

The undersigned also agrees to indemnify and hold harmless the Birch Lake Yacht Club, Inc. and its members, directors, officers and agents from and against (i) any loss, liability, damages or loss it or they may incur due to the presence of the undersigned or the undersigned's guests or any person using the Facility or attending the Event with the undersigned or the undersigned's guests at or about the Facility or traveling to or from the Facility, whether caused by the negligence of the Birch Lake Yacht Club, Inc., or its members, directors, officers or agents, or otherwise and (ii) any liability, cost or expense, including reasonable attorney's fees and defense costs, incurred by the Birch Lake Yacht Club, Inc. or its members, directors, officers or agents as the result of any claim, demand, litigation, arbitration or proceeding made or instituted by any person for personal injury, property loss or damage or any other matter on any legal theory arising out of or relating to the use of or presence at the Facility by the undersigned or the

undersigned's guests or any person using the Facility or attending the Event with the undersigned or the undersigned's guests, whether caused by the negligence of the Birch Lake Yacht Club, Inc. or its members, directors, officers or agents, or otherwise.

I understand the above conditions and the policies set forth below for using the Birch Lake Yacht Club Facility and I agree to comply with all of the above directives and will exercise good common sense with regard to my guests' safety at the Event. In addition, I agree to inform my guests about this Agreement and the terms herein.

I UNDERSTAND THAT I AM AGREEING TO PAY ANY LIABILITIES AND EXPENSES WHICH THE BIRCH LAKE YACHT CLUB, INC. MAY INCUR AS THE RESULT OF ANY CLAIM MADE BY ANYONE USING THE FACILITY UNDER THIS CLUBHOUSE USE AGREEMENT, EVEN IF SUCH A CLAIM IS BASED ON THE NEGLIGENCE OF THE BIRCH LAKE YACHT CLUB, INC. OR ITS MEMBERS, DIRECTORS, OFFICERS OR AGENTS.

Date: _____

Signature

Rental/Usage Policy for the Birch Lake Yacht Club building
Approved at June 5, 2010 Board Meeting of the Birch Lake Yacht Club:
Amended July 10, 2010

1. The BLYC building will not be rented (or used) by NON-members of the BLYC.
2. The BLYC building will be rented (or used) by Members only when a signed contract and appropriate deposit has been received
3. Every rental (or use) of the BLYC building must be approved by the officers of the BLYC in advance
4. The BLYC building will be rented (or used) by members for social and family-oriented purposes
5. The BLYC building will NOT be rented (or used) for any commercial venture unless the club's board officers have formally sanctioned the venture and all profits are being donated to the BLYC only.