

CANTERBURY MEWS CLUBHOUSE RENTAL AGREEMENT CLUBHOUSE RENTAL AGREEMENT

This AGREEMENT for use of the Association's Clubhouse is made this _____ day of _____, 20__ between:

The "Association": &
Canterbury Mews Condominium Association,
Inc.

The "Renter": (Print name, address & phone no.)

Description of the "Private event":

Anticipated No. of Attendees:

(The occupancy limit is seventy (70) persons. It is illegal to exceed this limit. Fines may be issued by the Washington Township Fire Marshall for exceeding the limit. Any fines so issued will be paid by the Renter).

A/V Rental Needed:

WHEREAS, the Renter has requested to rent the Association's Clubhouse; and WHEREAS, the Association has consented to the Renter's request, subject to the terms below; and NOW, THEREFORE, for and in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Association and the Renter (and the Unit owner if Renter is a tenant) hereby agree as follows:

Location and Term:

1. The rented premises is the entire interior of the Association's clubhouse (the "Premises"). Neither the Renter, nor any guest at the private event, shall be permitted into the pool area or any other area around the clubhouse for any reason during the rental period. The Renter and all guests must park in the clubhouse parking lot. Cars parked in the courts are subject to towing at the car owner's expense.
2. Rental of the Premises shall include approximately eight (8) round, sixty (60) inch tables; three (3) rectangular tables and sixty-five (65) chairs.
3. Rental of the Premises shall (circle one) INCLUDE or NOT INCLUDE the use of the Association's audio-visual equipment.
4. The rental period shall be on _____, 20__ between the hours of and _____. This includes the time permitted for setup, takedown and cleaning of the Premises for the private event.

5. The Association reserves the right to terminate any rental which, in the sole judgment of the Association, is inappropriate or results in unlawful conduct or involves activities that violate the rules and regulations of the Association; including, but not limited to: excessive noise that causes a nuisance or disturbance to the surrounding Unit owners.

Fees and Deposit

6. The rental fee under this Agreement shall be \$400 for residence or \$475 for none residence, which must be paid immediately upon execution of this Agreement. If the Renter cancels this Agreement at least one (1) month prior to the rental period, a full-refund shall be provided. If the Renter cancels this Agreement less than one (1) month, but more than two (2) weeks prior to the rental period, a \$150.00 refund shall be provided. However, any cancellation that occurs less than two (2) weeks prior to the Rental period will forfeit the entire deposit.

7. If this Agreement provides the Renter use of the Association's audio-visual equipment, an additional Rental fee of \$25.00 shall be paid immediately upon execution of this Agreement.

8. All Rental fees shall be paid by check or money order, made payable to Canterbury Mews and delivered to the Association's Property Manager, along with this executed Agreement. The Rental period is not confirmed until this Agreement is fully signed and the Rental fee clears the bank.

9. At least three (3) calendar days in advance of the Rental period, the Renter shall contact the Property Manager to make arrangements to pick-up the clubhouse key. Renter shall deliver a \$10.00 key deposit to the Property Manager at the time of pick-up.

10. In addition to the key deposit, Renter shall deliver a security deposit to the Property Manager at the time of pick-up. The security deposit shall be \$190.00 for parties with at least one chaperone over the age of twenty-one (21), and \$500.00 for parties in which all guests fall under the age of twenty-one (21). The security deposit shall be refundable within two (2) business days of the Renter returning the clubhouse key, if no damage occurred to the Premises, the Clubhouse or any other Association or Unit owner property in connection with the Private event. Renter is responsible for returning the key to the Property Manager and ensuring that the Premises is locked.

Condition of the Premises

11. The Association shall make reasonable efforts to deliver the Premises in a neat and clean condition, but it shall not be responsible for any setup of tables, chairs, equipment, etc. Renter shall be responsible for all setup and for scheduling the Rental period to begin with a sufficient time period to setup prior to the arrival of his/her guests.

12. Renter shall leave the Premises in the same or better condition in which it was delivered. Tables, chairs and other Association property must be returned to their original locations. (Chairs must be stacked in piles of six (6) chairs in eight (8) rows and tables must be returned to the storage closet). It is recommended that the Renter take photographs or video of the Premises prior to beginning any setup in order to confirm that the Premises and included tables, chairs and equipment, are returned to their pre-rental condition and locations. The Association may deliver a cleaning checklist prior to or at the time this Agreement is entered. Such checklist shall be considered a part of the cleaning requirements under this Agreement. Renter shall forfeit his/her security deposit if he/she fails to comply with this paragraph or any

item on the cleaning checklist.

13. The cleaning checklist shall be completed by 9:00 am on the day following the Rental period.

14. All trash from the event must be removed from the Premises. Trash must be separated into recyclable and non-recyclable items and put outside in the proper containers. Failure to do so will result in a minimum \$50.00 fee deducted from the security deposit.

15. The HVAC System will be set on 67 degrees Fahrenheit for all parties. The thermostat cannot be tampered with and/or the temperature cannot be changed for any reason.

16. Balloons are not permitted under any circumstance. Nothing is to be hung on the walls. If balloons are found to have been left on the premises, the entire security deposit will be forfeited.

Renter's Responsibility for Damage and Guests' Behavior

17. Renter is responsible for the actions of all guests while on any part of the Association's Property.

18. The Renter, and Unit owner if the Renter is not a Unit owner, shall be responsible for any damage to the Association, the clubhouse or any Unit owner's property that occurs in connection with the Private event, including, but not limited to any damage caused by a guest, vendor or service provider. If such damage exceeds the security deposit required above, the Renter, and Unit owner if the Renter is not a Unit owner, shall be fully responsible for the additional damages.

Rules for the use of Alcohol

19. Alcohol shall not be sold at the Private event.

20. Alcohol shall not be served to persons under the age of twenty-one (21).

21. The service of alcohol shall be stopped in its entirety at least one (1) hour prior to the end of the Private event.

22. It is agreed that the Renter assumes all responsibility and the Association is relieved of any and all responsibility related to the serving of alcohol at the Private event.

23. The Renter shall comply with any and all federal, state and local statutes, regulations and ordinances relating to the distribution and consumption of alcohol, including requirements relating to prohibiting the use and consumption of alcoholic beverages.

Special Event Insurance

24. Renter is required to provide the Association, a minimum of fifteen (15) days prior to use, a certificate of insurance for their homeowners insurance policy. The certificate of insurance must indicate a minimum amount of \$300,000 dollars of liability insurance.

Agreement to Defend, Indemnify and Hold the Association and Management Harmless

25. Renter shall indemnify, defend and hold harmless Association and Management from and against all demands, suits, judgments, settlements, claims, damages to persons and/ or property, fines, liens, losses and other liabilities, including reasonable attorneys' fees arising out of or in any way related to your event, including claims for loss or damage to any property, or for death or injury to any individual.

SEVERABILITY CLAUSE

26. In the event that any term(s) or provision(s) of this Agreement are declared invalid or unenforceable, the remaining terms and provisions shall remain in full force and effect.

FACSIMILE OR EMAIL TRANSMISSION

27. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page was an original thereof.

OPPORTUNITY TO REVIEW

28. Renter hereby acknowledges that Renter has had adequate opportunity to review these terms and conditions and to reflect upon and consider the terms and conditions of this Agreement, and that Renter has had the opportunity to consult with counsel of Renter’s own choosing regarding such terms. Renter further acknowledges that Renter fully understands the terms of this Agreement and has voluntarily executed this Agreement.

The Association, Renter and Unit owner agree to the rental of the Premises subject to the terms listed

herein:

Renter’s Signature: _____ Dated: _____

Unit owner’s Signature: _____ Dated: _____

(if Renter is a non-resident)

Association Representative: _____ Dated: _____

Check Number: _____

Proof of Insurance: _____