



CLUBHOUSE RENTAL

The following document is a Clubhouse Usage Contract for your scheduled event. Please read the document carefully. If you are in agreement, please initial all pages, sign where required and return it to the Management Office:

Ramapo River Reserve Homeowner's Association
9 Kingsley Evans Circle
Oakland, New Jersey 07436
(201) 337-0087 (phone) - (201) 337-5287 (fax)

In order to secure a date for your event the following is due at signing:

- A **Copy of your Certificate of Insurance** indicating a minimum of \$300,000 personal liability under your Homeowner's Insurance Policy naming Ramapo River Reserve as an Additional Insured for the date of your event.
- **\$250.00 non-refundable Rental Charge will secure your event date.** (This will secure your event date for up to 30 days prior to your event and to receive a full refund if cancelled within 15 days of your event). **The check should be made payable to the Ramapo River Reserve.**

Five days prior to your event, an additional \$250.00 Deposit for possible damages is required. You will be required to do a Pre-Walk Through, review all items listed below, and receive the key to the Clubhouse. You will be notified of both date and time.

The total Clubhouse capacity is 123 people per the Borough of Oakland.

You will be required to attend a Post-Walk Through with a Representative from the Association who will contact you to schedule the Post-Walk Through to review all items listed below and to return the key to the Clubhouse. Failure to attend the Post - Walk Through will result in a deduction of \$50.00 from your security deposit. There are times where the clubhouse will be used for consecutive events. We ask you cooperation in having the Clubhouse in good working order for the next RENTER. If the Clubhouse has been returned to its original state, and no damages have been incurred, you will then receive your \$250.00 Deposit back. In addition, the Association reserves the right to retain your entire security deposit if there is a written complaint or police report as a result of and/or originating from activity related to your rental of the clubhouse."

Please be advised:

ADULT SUPERVISION IS REQUIRED AT ALL TIMES The person signing the agreement will be legally responsible for all actions of their guests and adherence to the

rules listed below. Serving Alcoholic Beverages to minors is strictly prohibited and again punishable by law.

Decorations, posters, balloons, etc are prohibited on the interior walls, ceilings, doors, floors, etc. of the Clubhouse.

The Clubhouse shall be available to members in good standing of the Ramapo River Reserve Association for private functions subject to the following conditions:

- 1) Events will be held at the clubhouse Monday through Sunday. All events must be scheduled with the Association Office.
- 2) The Clubhouse shall be vacated no later than 2:00 AM for Friday night/Saturday morning and Saturday night/Sunday morning events, and no later than 12:30 AM on Monday morning for a Sunday event. Events held from Monday through Thursday must conclude no later the 12:00 AM unless otherwise approved by the Association.
- 3) A RENTER can begin setting up for their respective event no earlier then noon the day of their event or can make arrangements with the Association if necessary. If there are consecutive events, the second RENTER may begin setting up for their event no earlier then noon, or immediately following the previous RENTER'S post walk- through.
- 4) There are absolutely no animals (**with the exception of seeing eye dogs**) allowed in and around the Clubhouse Complex proper. Animals, e.g. pony rides, pets, etc., are not permitted during use of the Clubhouse.
- 5) **The Clubhouse shall be returned in its original condition. Folding chairs should be stacked and returned properly to original area, floors and carpets should be free of debris, and garbage should be bagged and left in cans provided on the ground level near the pool area.**
- 6) Prior to the commencement of the private function, an Association Representative and RENTER shall inspect the Clubhouse and make note of any damage found. Any damage not noted on this walk thru, shall be deemed to have been caused by the use of the Clubhouse for the function and shall be the responsibility of the RENTER. Both the RENTER and the Representative of the Association must sign the walk through list.
- 7) The Association Representative and the RENTER shall re-inspect the Clubhouse and note any additional damage to the facility at a pre determined time and date. It is the responsibility of the RENTER to be at the Clubhouse at a time designated in order to perform the Post Walk Thru and return the key.
- 8) The RENTER shall be personally responsible for any damage to the facility, not previously noted on the walk through inspection conducted prior to the private function.
- 9) A \$250.00 Deposit for possible damages shall be collected no later then 5 days prior to your event. This additional \$250.00 Deposit will be returned to RENTER provided there is no damage caused to the Clubhouse facility as aforesaid. In addition, the Association reserves the right to retain your entire security deposit if there is a written complaint or police report as a result of and/or originating from activity related to your rental of the clubhouse.
- 10) In the event of damage to the Clubhouse facility, the cost of repair or replacement shall be charged to the RENTER.
- 11) In the event that the cost of repair or replacement shall exceed the sum of \$250.00, or if any part of the repair or replacement is unpaid by the RENTER, unpaid monies for necessary repairs and/or replacements to the Clubhouse after use, will be collected in the same manner as is provided in Article V, Section 1 and 13 in the Declaration and By-Laws Article XI, Section 1 with respect to unpaid assessments.

- 12) A non-refundable Rental Charge check in the amount of \$250.00 will secure your event date for up to 30 days prior to your event and will cover the cost of electricity, wear and tear, heat/air conditioning, due to the member's use of the Clubhouse. All persons attending the private function are requested to park in the Clubhouse Parking area in front of the facility.
- 13) The RENTER shall be responsible for securing the Clubhouse upon the termination of the function. **This requires that the member physically inspect all windows, doors, and sliding glass doors, insuring they are locked. The member must lock the front door to the Clubhouse and turn off all lights.**
- 14) The Clubhouse is strictly for the use of the RRR Homeowners, and may not be used for any outside or civic purpose.
- 15) **The use of the Clubhouse by a RENTER does NOT include the use of the Pool or Fitness Center by any people attending the function.**
- 16) **The function must be kept indoors and on the upper balconies. Front doors are to be kept closed at all times.**
- 17) RENTERS have the option of catering their event or using the kitchen to prepare food. **All food and dishes are to be removed when the event concludes.**
- 18) RENTERS are prohibited from attaching anything (ex. decorations, posters, balloons, etc.) on the interior walls, ceilings, doors, floors, etc. of the Clubhouse.
- 19) RENTERS may provide entertainment at their own cost and must be approved by the Association prior to the Clubhouse rental. Further, **entertainment, the noise of which is likely to escalate beyond the walls of the Clubhouse and become an annoyance or nuisance to other residents is restricted.** "Excessive sound is a serious hazard to the health, safety, general welfare and quality of life and should be prevented . . . **Noise level should be lowered between the hours of 10:00 PM and 7:00 AM (BO 3-3.2 Noise control).**"
- 20) DJ or Band Music is not to be played on the deck area.
- 21) The RENTER may invite non-residents as guests. The RENTER will be responsible for insuring that guests conduct themselves in a proper fashion and in a manner that will not disturb the use of other Association facilities and common elements by other residents and guests of the RENTER. A guest is considered anyone whom the RENTER allows to enter the Clubhouse during his use of the Clubhouse.
- 22) The RENTER will not use the Clubhouse for any purpose or activity prohibited by law.
- 23) The RENTER will comply with any and all governmental statutes, regulations and ordinances including requirements relating to the service of alcoholic beverages and fire safety.
- 24) Adult supervision is required at all times during a reserved event. Adult(s) who name appears on this form must be on said premises at all times
- 25) All parties are subject to the approval of the Board of Trustees. The Association reserves the right to terminate any private function, which in the sole judgment of the Association, is inappropriate or results in unlawful conduct or activities which violate the rules and regulations of the Association.
- 26) The RENTER shall receive a copy of these rules and must acknowledge his or her agreement to abide by the terms therein, as well as personally indemnify and hold harmless the Association of all damage to the Clubhouse, or from any liability arising, caused or resulting from the unit owner's and his/her guests use of the Clubhouse.
- 27) The RENTER agrees to indemnify, defend, and hold harmless the Association from any liability from the member's use of the Clubhouse, including, but not limited to damage to person(s) or property. This specifically includes any liability resulting from the service of alcoholic beverages.

The parties have indicated their acceptance of the terms contained above, by signing this Agreement, and also certifying they are Homeowners.

AGREEMENT

I _____, agree to personally indemnify and hold harmless the Ramapo River Reserve Association from damage, injury, and liability caused or resulting from my use and my guests use of the Clubhouse facility, including, but not limited to, liability resulting from the service of alcoholic beverages and/or gross negligence or willful conduct. I agree to abide by all the rules and regulations established by the governing body, a copy of which is acknowledged and will ensure that my guests abide by those rules and regulations. I understand that any damage not noted on a pre-usage walk-thru shall be deemed to have been caused solely by me or my guests use of the facility and that I shall be responsible for the cost of repair or replacement of such damage and return of the facility to the same condition as it was when I used the Clubhouse for my private function. I further understand that the \$250.00 deposit shall be used to cover the cost of such damage and any additional cost or failure to pay the full amount of the damage shall constitute a lien of my property to the extent that the cost of damage remains unpaid. In addition, the Association reserves the right to retain your entire security deposit if there is a written complaint or police report as a result of and/or originating from activity related to your rental of the clubhouse. The undersigned acknowledges that the Ramapo River Reserve Association is not a host or will participate in any manner in the use of the Clubhouse facility, nor in the service of any alcoholic beverage to any person or guest.

If there are no damages and no complaints have been made, this check will be returned.

Signature _____
(Homeowner)

Print Name _____
(Homeowner)

Address _____
(Homeowner)

Phone # _____

Party Date _____ Time _____

Type of Function _____

\$250.00 Rental Charge (date & check #) _____
Due as soon as possible to reserve your date to rent the Clubhouse.

\$250.00 Deposit Check (date & check #) _____
Key given upon receipt of Deposit Check & pre-walk-thru.
This check will be used for any damages.

If there are no damages and no complaints have been made, this check will be returned..

PRE & POST-WALK THRU notes:

Homeowner Name	
Address	
Phone (home)	
Work or Cell	
Rental Check Received (date)	
Date and Time of Event	
Type of Event	
Post Walk Thru Date & Time	
Association Member Assigned	
Arco Scheduled Clean-Up	

Before	After	Items
		Folding Chairs/Tables
		Refrigerator
		Stove
		Dishwasher
		Microwave
		Counter Tops
		Windows/Doors
		Fireplace
		Foyer Area
		Flooring
		Bathroom
		Deck
		Outside Area

- **Table & Chairs:** There is to be a before and after count. Cost for items missing will be deducted from the security. Tables/Chairs must be neatly stacked. Items not neatly stacked will result in a 5% cost of deposit.
- **Refrigerator, Stove & Dishwasher:** Must be emptied, cleaned and in original working order. Repairs will be deducted from security
- **Counter Tops:** Must be cleaned and free any leftover items
- **Windows & Doors:** Must be in the original condition (Closed/Locked)
- **Fireplace:** Gas must be in the off position
- **Foyer Area, Deck, Outside Area, and Bathrooms & Flooring:** Must be in the original condition. Damages must be noted