

PRIVATE USAGE OF THE FACILITIES
RENTAL CONTRACT

THIS AGREEMENT is entered into as of _____ by and between
Court II Condominium Inc. with an office at 700 London Court II, Clubhouse Office,
Egg Harbor Twp, NJ 08234 ("Association") and
_____ residing at
_____ ("Homeowner").

WHEREAS, Homeowner is a member of the Association in good standing and desires to rent Association facilities ("Facilities") for their private use; and

WHEREAS, Association desires to provide such services to Homeowner on the terms set forth below.

FOR AND IN CONSIDERATION OF the premises and mutual agreements herein, Association and Homeowner agree as follows:

1 Event Description

The Facilities are being requested for the event described below.

1.1 Facilities Requested

The facilities covered by this agreement include the:

☒ Clubhouse room only. \$ 300.00 Fee plus \$ 100.00 Security Deposit

1.2 Rental Date and Time

The facilities covered by this agreement are being rented for _____ during the:

☐ Daytime - From 12:00 noon until 11:00PM - Clubhouse Only

☐ Evening - 7:00PM to 11:00 PM-

☐ Other: _____

1.3 Event type

The facilities covered by this agreement are being rented for:

☐ A Social Gathering

☐ Other event _____

1.4 Event size

The event for which these facilities are being requested will include _____ guests.

1.5 Alcohol

Alcohol ☐ will / ☐ will not, be served at this event

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2 Schedule of facility charges and payments

- 2.1 The schedule of fees and deposits due for this are listed in appendix A of this document.
- 2.2 Payments can be made by check or money order only.
- 2.3 All checks must be drawn on the homeowners account and the homeowner must deliver check and money orders. No funds will be accepted from sponsored groups or their members.
- 2.4 The security deposit less any security fees, damages, cleaning and other fee, will be refunded within 4 weeks as long as there has been no damage to floors, walls, equipment, furnishings or landscaping and extra cleaning is not required. Deposit Check will be returned by the Association to the Homeowner making the reservation. If the cost of any security fees, damages and cleaning exceed the amount of the deposit, the homeowner will be billed for the additional amount. The determination of the assessment of additional charges shall be at the sole discretion of the Association.

3 Cancellation

- 3.1 The One Hundred-dollar (\$100.00) initial deposit is not refundable and will be forfeited should the event be cancelled.

4 Liability

- 4.1 Any member in whose name any of the facilities have been reserved shall be liable for all damage and loss to any of the facilities.
- 4.2 Homeowner shall cause the Association to be added as an additional named insured to the Homeowner's liability insurance policy, in an amount of at least \$1,000,000.00, for the entire period the facilities are being used by the homeowner.
- 4.3 The insurance required herein shall specifically afford coverage to the Association for any liability arising from the event, including but not limited to any and all liability arising from the from the consumption of any alcoholic beverages.
- 4.4 Failure to provide proof of insurance with the Association as additional named insured shall not relieve homeowner of liability.
- 4.5 The Homeowner shall pay any fines or damages for violation of any rules of the Association or for the private use of the clubhouse facilities. These fines are established pursuant to the By-Laws of the Court II Homeowners Association, Inc. Said fines will first be deducted from the security deposit. Damages or fines in excess of the security deposit will be the responsibility of the Homeowner. Homeowner's liability would be the full extent of any fines or damages.
- 4.6 The Homeowner is totally responsible for the welfare and actions of all persons using the facilities during the period of Homeowner's use and shall hold the Association harmless for any and all claims resulting from the rental.
- 4.7 The homeowner is liable for any and all costs resulting from the Association defending itself against any and all claims or liability for any injury or damage to any person or property, either on or off the premises, when such injury shall be caused in whole or in part by the act, neglect or fault of the Homeowner, his/her agents, servants, employees or invitees.

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5 Indemnification

- 5.1 The Homeowner shall indemnify, defend and hold harmless the Court II Association, its officers, employees and volunteers against and from any claims or suits for damages or injury to the extent arising from the renting Homeowners' negligent act, error or omission of this rental procedure and shall further indemnify and hold harmless the Court II Homeowners Association, its officers, employees and volunteers against and from claims or suits to the extent arising from any negligent performance and against and from all costs, attorney's fees and costs of defense, expenses and liabilities related to claim or action or proceeding brought within the scope of the indemnification.

6 Capacity and Availability

- 6.1 The maximum time, excluding cleanup, permitted for any event is eight hours.
6.2 The maximum number of persons allowed in the entire clubhouse at any one time is 75.
6.3 The exit doors are to be clear of furniture and usable as exits at all times.
6.4 The building is subject to a fire inspection by the Egg Harbor Township Fire Department at any time it is in use.
6.5 The Association assumes no liability for fines or loss of use due to a violation of the capacity requirements.

7 Supervision and Security

- 7.1 The homeowner named on this contract must be in attendance for the entire function, including set-up, during the function and cleanup. This includes homeowners sponsoring outside friends/groups.
7.2 This firm's personnel and/or board members have the authority to act on behalf of the association to enforce the terms of this contract.
7.3 The facility representative is responsible for enforcing all of the facility use regulations and the terms of the rental contract. If necessary, he/she will stop the serving of alcohol and/or terminate the event. Management may request police assistance at any time to provide for guest security, protect the facilities from abuse, to enforce the rental contract, to enforce the Association rules and regulations or for any other serious reason. If the police are called, the total cleaning/damage deposit will be forfeited and the homeowner hosting the event will be billed for all charges for security, damage and/or cleaning.
7.4 The facility may at any time be under video surveillance. Association personnel may, at their discretion, review the video record of the event to identify violations of the rules and regulations.

8 Setup

- 8.1 Set up times must be cleared with the Association staff.
8.2 Proposed decorations must be cleared with Association Staff before application.
8.3 The interior of the facility may be decorated at the discretion of the user and approval of Association staff, subject to the following restrictions:

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- No nails, tacks or glue will be used on the walls, fixtures, furniture and appliances.
- Any tape used on the windows will be removed immediately following the function.
- Furniture supplies etc. must not be stacked or piled against walls, woodwork or windows.
 - All furniture and/or other large objects shall be moved into or out of the Clubhouse by using only the front door.
- All furniture must be lifted and carried, not dragged
 - No furniture will be taken from the Clubhouse for use on the exterior.

9 Business

- 9.1 No business is to be conducted on the premises
 - 9.2 No alcoholic beverages are to be sold.
 - 9.3 No commercial or fund-raising activities and/or functions will be held on the premises.
 - 9.4 No entry fee may be charged, nor any other funds collected on the premises.
- Alcohol**
- 9.5 Alcohol may be consumed only in accordance with applicable federal, state and city laws.
 - 9.6 Alcohol may be consumed without a permit when there is no monetary exchange for beverages or admission charged for the event.
 - 9.7 Alcohol may not be consumed outside the building.
 - 9.8 At no time may alcohol be served to minors and alcohol may not be served at events that are designed for youths under 21 years of age.
 - 9.9 The homeowner is reminded that, at activities that include the serving of alcohol, the homeowner is responsible for situations involving persons leaving the facility while under the influence of alcohol.
 - 9.10 No alcohol may be consumed before the designated starting time of the event and no alcohol may be consumed during set-up.
 - 9.11 No alcohol may be served after 10:00 PM
 - 9.12 No open containers of alcohol may be removed from the facility. Persons renting the facility may remove unopened containers but opened containers may not be removed.
 - 9.13 If section 1.5 indicates that alcoholic beverages will **not** be served, then no alcoholic beverages may be present in the facility or on the adjacent property.
 - 9.14 Violation of section 10.6 will result in
 - Immediate termination of the event
 - Immediate forfeiture of all fees and deposits.
 - All staff and security time being charged for setup, event supervision and cleanup will be considered to be in excess of the forfeited fees and deposits.

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9.15 Driving while intoxicated is dangerous and a violation of the law. The Homeowner is responsible for the actions of those persons attending the event for which the facilities are being rented. This includes taking precautions to prevent drinking and driving.

9.16 Music and other equipment

9.17 No outside speaker, usage is allowed.

9.18 Music volume will be reduced at 9:00PM and all exterior doors will be closed during the function so the outside volume at the sidewalk is equal to or less than a normal spoken voice.

9.19 Association staff or its designated representatives will be the final authority on the noise level of the event.

10 Cleanup

10.1 All clean up must take place immediately following the activity.

10.2 The Homeowner is responsible for cleaning the facilities and returning them to the Association in the same condition, they were in prior to use. This includes:

- Removing all garbage from the club, and/or pool areas and placing it in the designated receptacles. Trash should be placed in the dumpsters behind the Business Office.
- If the facility has been reserved for a wedding and the Homeowner, is the bride or groom and plans to leave before the reception ends, alternate arrangements must be made in advance with the Association staff to complete the checklist.

10.3 Vacuum, mop, broom and limited cleaning supplies can be obtained from the association staff on duty.

10.4 The homeowner will be responsible for the cost of any cleanup and/or repairs caused by their failure to leave the facility in the same condition as they received it.

11 Pool Use:

11.1 Homeowner shall cause the Association to be added as an additional named insured to the Homeowner's liability insurance policy, in an amount of at least \$1,000,000.00, for the entire period the facilities are being used by the homeowner.

11.2 I certified lifeguard must be present at all times during pool use. The association must receive a valid certification for the lifeguard prior to the event.

12 Complete agreement

12.1 This document is the final authority on the policies that will govern the event.

12.2 The Court II board must approve any modification or adjustment to these policies and a document signed by an officer of the board or by the Administrator on the board's behalf describing the modification or adjustment must be attached to this document.

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By signing below, homeowner acknowledges receiving a copy of this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first written above.

Court II CONDOMINIUM ASSOCIATION, INC.

("Homeowner")

By _____

Unit Address

Title _____

By _____

Date _____

Date _____

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Appendix A
Documentation and Payment Checklist

Homeowner Information	Event Information
Name:	Date d Time:
Address:	
Phone:	
E-Mail:	

PLEASE MAKE CHECK PAYABLE TO Court II Condominiums- 2 SEPARATE CHECKS SEE BELOW

Item	Amount	Due Date	Paid on	Notes
Key deposit	\$0.00			
Remaining portion of security and labor deposit				
Total Security Deposit	\$ 100.00	SEPARATE CHECK		Refundable see above
Room Rental	\$ 250.00	SEPARATE CHECK		
Other				
Other				
Other				

TO: London Court II Condominium Assoc.
700 London Court II Clubhouse
Egg harbor Twp, NJ 08234

Indemnification Agreement

To the fullest extent permitted by law, (the Unit Owner)

Name: _____

Of Address: _____

agrees to and shall defend, indemnify and hold harmless London Court II Condominium Association (the "Association"), its agents, servants, contractors, and employees from and against all liability, claims and demands on account of injury to persons, including, but not limited to, COVID-19 exposure or death resulting therefrom, and damage to property, arising out of the performance or lack of performance, relating to the use of the Association's property in connection with any use of the clubhouse and its common elements.. (The unit owner) shall, at its own expense, defend any and all actions at law brought against the Association, its agents, servants, contractors, and employees based thereon and shall pay all attorneys' fees and all other expenses incurred by the Association and shall promptly discharge any judgments arising therefrom. The foregoing obligations to defend, indemnify and hold harmless shall apply regardless of whether the Association is partially negligent but excluding any liability created by its sole and exclusive negligence. In addition, Unit Owner shall name the Association as an additional insured on their insurance and shall supply the association a copy of the certification from their insurance company, prior to using the facility.

Print Name

Date: