

VANDERHAVEN FARMS
CONDOMINIUM ASSOCIATION, INC.

APPLICATION AND AGREEMENT FOR RENTAL OF ASSOCIATION CLUBHOUSE

DATE REQUESTED: _____ TIME REQUESTED: _____

1. APPLICANT'S NAME: _____

HOME ADDRESS: _____

HOME TELEPHONE NUMBER: _____

WORK TELEPHONE NUMBER: _____

CELL PHONE NUMBER: _____

The applicant an:

OWNER: _____

TENANT: _____

DATE RECEIVED BY MANAGEMENT: _____

2. PRIVATE FUNCTIONS IN THE ASSOCIATION'S CLUBHOUSE SHALL BE RESTRICTED TO THE FOLLOWING HOURS, _____ AM TO _____ PM. Residents and Unit Owners are restricted from renting the Clubhouse on the day before a federally recognized holiday as well as the day of the holiday.

It is mandatory requirement to walk-thru the club house with Management or a Board Member before and after the party. In Management's absence walk through can be conducted by _____. Failure to follow protocols can and will result additional charges.

MAXIMUM () PEOPLE INCLUDING CHILDREN

\$ _____ NON-REFUNDABLE RENTAL FEE AND A \$ _____ SECURITY DEPOSIT ARE REQUIRED PRIOR TO BOARDS APPROVAL. (NO PERSONAL CHECKS OR CASH WILL BE ACCEPTED)

_____ Declaration Page from Homeowners Insurance

_____ Member in good standing

TENANTS ALSO NEED:

_____ Permission letter from owner

_____ Copy of CURRENT lease on file with office

A copy of this agreement has been submitted to the Homeowner, Vanderhaven Farm Condominium Association, Inc. Board of Trustees and a copy in the Management File. **INITIAL OF HOMEOWNER RECEIVING COPY:** _____

**VANDERHAVEN FARM
CONDOMINIUM ASSOCIATION, INC.
GRANTING PERMISSION TO THE RESIDENTS TO UTILIZE THE CLUBHOUSE
FOR PRIVATE FUNCTIONS AND ESTABLISHING CONDITIONS**

Whereas, the Board of Trustees of the Vanderhaven Farm Condominium Association, Inc. (The "Association") has received requests from residents inquiring as to the availability of the Association's Clubhouse for use for private functions; and

Whereas, the Clubhouse belongs to all of the Members of the Association; and

Whereas, the Association desires to avail itself of the best possible use of all Association facilities;
and

Whereas, use of the Clubhouse for private functions would serve the interests of the community and effectively utilize the Clubhouse during times when it would otherwise be vacant;

Now, therefore, be it resolved that the Clubhouse shall be available to the Association Members who are **in good standing** for private functions subject to the following terms and conditions:

1. The Homeowner/Resident must submit a letter of request three (3) weeks prior to their function with a copy of their insurance policy INCLUDING a certificate of insurance and the security deposit. Their will only be one (1) party at one time and will be on a first come first serve basis.
2. The Tenant must obtain a written letter of approval from the Landlord giving permission to use the Clubhouse for a private function prior to the signing of the contract.
3. The Clubhouse shall be available for a private function party only. You **cannot** use the swimming pool. If you use the any of these facilities \$ _____ will be deducted for each guest.
4. Rental of the Clubhouse will be a charge of \$ _____ for 50 guests or fewer people (including children). Maximum number of guests shall be ___ at any one (1) function. A non-refundable rental fee of \$ _____, Made payable to is required to keep the date available for the party requesting use of the clubhouse. This check also covers the cost of utilities etc. A bank check or postal money order (do not make this check payable to anyone) in the amount of \$ _____ will be issued in the event that there is no damage, nothing stolen, nothing broken or stained. Rental space is limited to the main area of the Clubhouse and excludes management office.
5. The Clubhouse shall be left in "broom clean" condition. Such cleaning shall be the responsibility of the Member requesting use of the Clubhouse and shall include, but not be limited to, vacuuming, general clean-up, and collecting and removing garbage from the Clubhouse and disposing of them in the "garbage facility".
6. Prior to the commencement of the private function, the Member requesting use of the Clubhouse and the Property Manager/Board Member shall inspect the Clubhouse (interior and exterior common property) and make note of any and all damages found. Any damage not noted on this walk-through shall be deemed to have been caused by the use of the Clubhouse for the function and shall be the responsibility of the Association Member as set fourth herein. Both the Member and the Property Manager/Board Member must sign the walk-through list.
7. On the day immediately after the private function, or on the next business day following the function, the same Member and the Property Manager shall re-inspect the Clubhouse and note any additional damage that may have occurred to the facility during the private function.
8. The Member 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. All persons attending the private function shall park only in the Clubhouse parking area.
10. The Member and his/her guests are prohibited from attaching anything to the interior walls of the Clubhouse that may leave a hole, remove paint or any sort of permanent mark when removed.
11. The Member may invite non-residents of the Association as guests. The Member will be responsible for insuring that the guests conduct themselves in a proper fashion and in a manner that will not disturb the use of the other Association facilities and common elements by other residents and guests of the Association. A guest is considered anyone whom the Member allows to enter the Clubhouse during his or her use of the Clubhouse.
12. The Member will not use the Clubhouse for any purpose or activity prohibited by law.
13. The Member will comply with any and all government statutes, regulations and ordinances including, but not limited to, requirements relating to the service of alcoholic beverages (especially serving to any under the age of 21) and fire safety. The Clubhouse is a NON-Smoking facility and NO alcohol is allowed on clubhouse property.
14. The Member shall indicate his/her acceptance of the terms contained above, by signing the Rental Agreement annexed here to as Exhibit "B", and also certifying that he/she is a unit owner in good standing with the monthly Association Dues for the past three (3) months.
15. Tenants of units have the privilege of renting the Clubhouse only if their unit owner signs the Rental Agreement and takes full responsibility for compliance with its terms.
16. If the Clubhouse is to be used for a child's party (17 years old or younger) there shall be one (1) adult per five (5) children in attendance.
17. All rentals are subject to the approval of the Board of Trustees and rental requests must be made at least three (3) weeks prior to the planned function. The Association reserves the right to terminate any private function which, in the sole judgment of the Association, is inappropriate or results in the commission of unlawful conduct or activities or which violates the rules and regulations of the Association.
18. The Member shall receive a copy of the rules and regulations attached hereto as Exhibit "A" and must acknowledge his or her agreement to abide by the terms therein. The Member shall personally indemnify, defend and hold harmless the Association from any and all claims, demands, damages, action, causes of action, controversies, judgment and/or liabilities of any nature whatsoever arising from the use of the premises by the Member, his/her guests, invitees and licensee, including, but not limited to civil claims for damages arising out of, related to, an exposure to, or transmission of Covid -19 on the premises.
19. The clubhouse is to be rented for the exclusive use of the homeowners. Renting the clubhouse for outsiders is strictly prohibited. Any homeowner found renting the clubhouse for a friend outside of the community will be fined up to \$1,000.00.
20. Homeowner shall comply with all CDC Guidelines and New Jersey, County and local Health Department Guidelines when using the clubhouse.

_____ **(Please print your name)** have read and fully understand this agreement and the Rules and Regulations annexed thereto. I agree to ALL of the above terms and conditions set forth therein and further agree to personally indemnify, defend and hold harmless Vanderhaven Farm Condominium Association, Inc., its officers, trustees, attorneys, managers, management company and employees, along with the predecessors, successors and assigns of each of the foregoing from any claims, demands, damages, actions, causes of action, controversies, judgments and/or liabilities of any nature whatsoever caused or resulting from the use of the Clubhouse facilities by me, my guests, invitees and licensees. I agree to abide by all the rules and regulations established by the Association governing body, a copy of which is acknowledged, and any amendments thereto, and will ensure that my guest's use of the facility shall conform therewith. I agree that I shall be responsible for the cost of the repair or replacement of any damage caused by use of the facility and I will return the facility to the same condition as it was prior to its use for any private function. I further understand that there is a \$_____ non-refundable rental fee and a \$_____ security deposit given herewith which shall be used to offset the cost of such damage. I agree that the cost of any additional damage shall constitute a lien on my property to the extent that the cost of remedying any damages remains unpaid.

Print Name: _____

Signature: _____

Unit Owner: _____

Address: _____

Unit Owner Home Phone: _____

Unit Owner Cell Phone _____

Date: _____

Date and Time of Private Function: _____

Number of Guests: _____

Type of Function: _____

REGULATIONS REGARDING THE USE OF THE CLUBHOUSE FOR PRIVATE FUNCTIONS:

- A. The Association is not responsible for damage and/or loss of personal property, equipment and utility malfunctions.
- B. The use is restricted to the area set forth above.
- C. The Association reserves the right to reject and/or disapprove an application for cause. If two or more applicants request the same date, reservations will be granted on a first come, first available basis through the On-Site Manager and approval of the Board of Trustees. The Member requesting the use must be present at all times during the function and must be an owner or resident of Vanderhaven Farm Condominium Association, Inc. The Member must be twenty-one (21) years or older.
- D. The Member is responsible for examining the Common Property Area prior to its rental and to note defects on the inspection form. If the property is damaged, the Member should contact the Manager to make arrangements for cleaning or repairing the property prior to its scheduled use. The Manager will examine the property after its use and note defects caused during the private function, for which the Member agrees to be responsible. The Association will hire the proper personnel to replace any damaged item at the Homeowners expense. The Homeowner will not be allowed to replace anything on their own, the Board of Trustees will replace at the Homeowners cost. The Member is to appear prior to and the first workday after the rental for this walk-through. The Member will abide by the findings of the Property Manager who will do the walk-through.

RULES GOVERNING USE OF THE CLUBHOUSE:

- 1. All vehicles (Unit Owners, Renters, Guests and Contractors must comply with the Association's Parking Rules and Regulation. Parking outside the clubhouse area is prohibited. Any vehicle not in compliance with any of the above rules as those remaining in the same location for seventy-two (72) hours or more will be towed by the Association without any further notice and at the full expense of the owner. All vehicles found to be in violation of any Parking Rules and Regulations will be subject to towing at the owner's expense and / or fined \$25.00 per day for each day the vehicle is not in compliance. For a complete list of rules and regulations please refer to the Master Deed.
- 2. Member may not charge for any admission fee to his/her guests and may not sell products or services at the function.
- 3. No guests are allowed to use areas outside the clubhouse.
- 4. The Member is responsible for supplying food, drink, ice, utensils, paper products, etc.
- 5. Food and drink may not be taken outside of the clubhouse property.
- 6. There shall be no extraordinary electrical power requirements.
- 7. No grilling, outdoor cooking or barbecuing may be done. Use of the fireplace is not allowed. Use of the Kitchen facilities will be allowed. Kitchen refrigerator must be cleaned of all left over food. Microwave will be cleaned and wiped down. Kitchen sink and counters will be wiped down.
- 8. The bathrooms will be cleaned of litter on the floor, counters wiped down and toilet paper replaced.
- 9. Member must remove leftover food, beverages, equipment and trash by the end of the day of the rental. Garbage must be taken to the Garbage Facility.
- 10. Noise levels (especially live or recorded music) must be kept at reasonable levels. Especially late at night, so as not to annoy nearby residents. There may not be any music played past 10:00 pm.
- 11. Catering is permitted and prior arrangements must be made to facilitate early access, if necessary.
- 12. No pets are permitted. If a pet of any kind is found to be in the clubhouse a charge of \$100.00 will be deducted from the deposit.
- 13. No gambling of any kind is permitted.
- 14. No smoking or Alcohol of any kind is permitted anywhere on Clubhouse property.

The Association reserves the right to terminate any use which, in the sole judgment of the Board of Trustees, is inappropriate or results in unlawful conduct or activities or which violates the rules and regulations of the Association.

The Member shall comply with all State, Federal and Local laws and regulations when using the property.

The Member is responsible for the conduct of all party Members, including all guests, invitees and licensees.

The Member must maintain a clean, safe and habitable environment. The Member shall be in control of his/her guests and invitees at all times.

COSTS AND FEES:

1. A security deposit of \$_____ and a \$_____ non-refundable rental fee as outlined above must be paid to the on-site property manager three (3) weeks prior to the rental by the owner/resident. Such deposit will be in the form a cashiers or certified check or money order (ONLY) made payable the "Vanderhaven Farm, C.A.". No personal checks or cash will be accepted. The security deposit check will only be for breakage and damage beyond ordinary wear and tear to the facility. The \$_____ non-refundable fee for rental will be deposited in the Association's checking account upon receipt. Damages will be itemized and any balance will be forwarded to the Member. The Association reserves the right to assess for any damages. The Association reserves the right to repair or restore any damages to the Clubhouse and charge the unit owner for the cost of the same. If no damage is caused, a deposit of \$_____ will be returned to the Member within Fourteen (14) business days after a final inspection of the common property by the Property Manager and the rental party.
2. Residents are to be advised that costs incurred for any major carpeting stain removal will be their responsibility and could potentially cost as much as or more than \$_____. This is in addition to their \$_____ and \$_____ deposits. The homeowner has the option of bringing in their own cleaner; however, this must occur before the end of the day on the Monday following the party. The cleaning must be to the satisfaction of the association management and Board of Trustees. Otherwise, management will contract to have the work done and will assess the cost to the unit owner account.

No deposit is required for activities sponsored by the Association. All official Association functions (including meetings) have priority over private functions if conflicts arise.

LIABILITY:

It is further understood that the Member, by signing this agreement, agrees to indemnify and hold harmless the Association, their respective Trustees, Officers, servants and employees from and against any and all damages or claims arising directly or indirectly as the result of the matter herein authorized.

Member agrees to follow the rules and regulation as set forth in the Public Offering Statement, Master Deed and By-Laws of the Vanderhaven Farm Condominium Association, Inc. as well as the Resolution and all rules and regulations adopted and promulgated by the Association for the rental of the Clubhouse.

I/WE HAVE READ, UNDERSTAND AND AGREE TO THE ABOVE RULES AND REGULATIONS AND FEES.

Owner/Resident Signature(s)

Date

Name Printed

Tenants Signature(s)

Date

Name Printed

Board of Trustees Approved Signature

Date

Property Manager Approved Signature

Date