

Sound Beach Property Owners Association, Inc.

Box 213, Sound Beach, New York 11789

CONTRACT FOR USE OF ASSOCIATION FACILITIES (CLUBHOUSE)

This agreement is between the Sound Beach Property Owners Association (SBPOA) and

RENTER's Name _____

RENTER's Address: _____

RENTER's Phone (landline): (____) _____ - _____

RENTER's Phone (mobile): (____) _____ - _____

RENTER's email: _____@_____

Date of Event: _____ 20____

Type of Event: _____

Event Time: Start _____ End _____

RENTAL FEE: SBPOA Member*-\$400 _____ Non-Member-\$600_____

Membership # _____

**SBPOA Membership status extends from January 1 thru December 31 of the calendar year. The rental fee is based on membership status at the time of the event.*

DAMAGE DEPOSIT** \$500

*** Damage Deposit to be returned approximately 30 days after event unless RENTER is notified of damage to premises or contents, in which case all or part of the deposit, as necessary to cover repair or replacement, will be retained by SBPOA and balance, if any, returned to RENTER within 30 days of repair of damage. SBPOA reserves the right to bill RENTER for the repair or replacement of any damaged property in excess of the Damage Deposit.*

TOTAL PAID: \$ _____

Office Use Only

Date Received: _____

Membership Verified: _____

Non-Member: _____

Rental Fee Amount:
\$ _____

Damage Deposit:
\$ _____

Damage Deposit Returned:
\$ _____

Date Damage Deposit
Mailed: _____

TERMS & CONDITIONS (as agreed to by RENTER)

1.0 CANCELLATION

- 1.1 If the event is canceled four (4) weeks or more prior to event, SBPOA will refund the entire rental fee and damage deposit.
- 1.2 If the event is canceled less than four (4) weeks before event, SBPOA will return one-half (50%) of the rental fee and the entire damage deposit.

2.0 TYPE OF EVENT

RENTER warrants that event is **NON-COMMERCIAL** and **NOT a Fund Raiser** of any kind unless prior permission has been obtained in writing from the SBPOA Board of Directors. No admission charge may be collected from guests or participants.

3.0 RULES & RESTRICTIONS

The signer of this contract (hereafter referred to as RENTER) agrees that the following rules and restrictions shall apply and *any breach or failure to observe same may result in immediate cancellation of this rental contract and immediate eviction without refund of rental fee.*

- 3.1.1 RENTER must be present during the entire rental period.
- 3.1.2 There shall be NO SMOKING or VAPING in the Clubhouse or near the entranceways at any time.
- 3.1.3 RENTER assumes liability for the conduct and welfare of all attendees at this event.
- 3.1.4 Parking shall be in the Clubhouse Parking lot or on **residential** streets adjacent to the building. No Parking is permitted on the Clubhouse lawn. Be courteous toward local residents, keep cars off lawns and other private property, and do not block driveways. Observe area speed limits and leave sufficient clearance for emergency vehicles. Traffic and parking complaints from area residents about this event may preclude future rentals by this RENTER.
- 3.1.5 Guests are to use only the front door of the Clubhouse. Other doors are strictly for emergency exit. Front and kitchen doors shall remain UNLOCKED during the event as part of fire precaution.
- 3.1.6 Nothing shall be dragged across any floor.
- 3.1.7 Decorations are to be put up ONLY using the existing wire systems above the windows. NO thumbtacks, nails or tape are allowed. No decorations may be hung in the lobby.
- 3.1.8 RENTER shall supply cooking utensils. Any Clubhouse equipment used shall be cleaned and returned to its pre-event location. Stove, refrigerator, sterno racks, sink and other appliances shall be cleaned after use to restore them to pre-event condition.
- 3.1.9 The cabinets and closets located in the kitchen area are private property and use of their contents is not included in this contract.
- 3.1.10 SBPOA tables and chairs may be utilized in the areas surrounding the dance floor. SBPOA does not assure quantities sufficient for RENTER's proposed use. Tables and chairs are to remain in the main hall and bar stools in the bar area. The tables and chairs are to be wiped down and stacked at the end of the event.

- 3.1.11 Beverages bottled in glass (except beer or wine) are prohibited in the main hall. Kegs of beer are not allowed in the main hall. Liquor or other beverages should be dispensed from the bar facility. If a portable bar is used, it must be positioned solely on the linoleum tiled area, not on the wooden dance floor.
- 3.1.12 RENTER shall be responsible for any damage to the Clubhouse, grounds, kitchen equipment, furniture, and fixtures in or around the Clubhouse. Repair or replacement will be at the RENTER's expense.
- 3.1.13 No person under age 21 shall be served or be permitted to consume alcoholic beverages in or around the Clubhouse.
- 3.1.14 Alcoholic beverages must NOT be served to intoxicated persons.
- 3.1.15 Noise shall be kept at a reasonable level and shall be reduced after 9 PM. Music volume shall be reduced after 9 PM and end at 10 PM.
- 3.1.16 All coat hangers must be replaced on their respective racks after use.
- 3.1.17 Decorations shall be removed, and the Clubhouse cleaned and returned to pre-event condition. Debris and garbage shall be placed in sealed plastic bags and left in the dumpster. Floors must be broom clean and any liquids spilled shall be mopped up. Sinks, toilet bowls and urinals must be clear of debris.
- 3.1.18 The general cleanup shall include the surrounding grounds and parking lot to remove rubbish caused by this event.
- 3.1.19 No SBPOA property is to be removed from the Clubhouse premises.
- 3.1.20 Keys must be returned at the end of the event. Refund of RENTER's deposit will not be processed until keys are returned and all terms of the contract satisfied.

4.0 LIMITS of LIABILITY

- 4.1 RENTER agrees to hold Sound Beach Property Owners' Association (SBPOA) harmless from any claims arising from any occurrence during the use covered by this contract and further acknowledges that RENTER has been fully briefed on all facets of the safe use of said facilities, including the rules of fire safety and accepts all liabilities that may arise from said use.
- 4.2 Sound Beach Property Owners' Association (SBPOA) shall not be responsible for anything beyond its control that makes it impossible to honor the date of this function (fire, flood, loss of electricity, acts of God, etc.) and shall be liable only for return of the deposit paid.
- 4.3 In the event of conflict of dates or upon order of the SBPOA Board of Trustees, the Sound Beach Property Owners' Association (SBPOA) reserves the right to cancel this contract on 15 days' notice and shall be responsible only for the return of rental fee and deposit paid.

5.0 MISREPRESENTATION OF MEMBERSHIP STATUS WILL RESULT IN FORFEITURE OF THE DAMAGE DEPOSIT.

RENTER Signature.	Date	SBPOA Representative.	Date
-------------------	------	-----------------------	------

Renter, Please Retain This Page

You must contact Dot Farrell (631-680-0547) at least three (3) days prior to your scheduled rental to make arrangements to pick up the key for the Clubhouse.

Below methods of contact are only in the event you are unable to reach Dot:

Clubhouse voicemail (checked weekly): 631-744-6684

SBPOA E-mail: sbpoainfo@sbpoa.org

By signing the contract, you acknowledged that you are aware that the Clubhouse is in a residential community.

SBPOA asks you to be considerate of the households nearby and expects that you will ensure that you and your guests observe the parking and noise regulations in the contract.