

The Glen Rock Athletic Club
221 Main Street, Glen Rock, NJ07452
201.652.9807

2022 MEMBER HALL RENTAL AGREEMENT

In the following agreement the Glen Rock Athletic Club shall be known as the "GRAC" and the group/individual renting the hall will be known as the "Tenant".

1) I/We the tenant: _____, do hereby request to rent the GRAC hall on:

RENTAL DATE: Day: _____ Date: _____, 20 ____

Between the hours of _____ and _____ (5 hours included in base fee)

2) The purpose and intended use of the facility will be: _____

3) The total estimated number of individuals attending this function will be _____. I/We the tenant agree that the above number will not exceed 80 people, which is the posted capacity of the hall.

Hall Rental Base Rate	\$ 400.00	5 Hours
Bartender	\$	5 hours, \$100 optional
Additional Hours		\$100 each additional hour
Food Truck(s)		\$100
Exclusive Tent Rental		\$200
Security Deposit	\$ 200.00	
Credit Card Convenience Fee		\$25
TOTAL RENTAL		<u>Payable in full at time of booking.</u>
Date Paid		By: Check Cash Credit
Security Refunded		Date refunded:

I have read the following agreement and agree to abide by all the conditions and policies and also verify that the information provided by me is accurate. **PAYMENT IN FULL IS REQUIRED TO FIRM THE HALL RENTAL.** Security deposits alone are NOT accepted to book the room.

Today's Date: _____

Tenant Full Name: _____

Address: _____

Phone: _____ Email: _____

Tenant Signature: _____ Date _____

GRAC Member Approval: _____ Date _____

- ✓ Please read, understand and **check off** all statements.

Fees, Deposit, Security and Cancellation Policy:

- For members, the hall rental fee is \$400 for up to a 5-hour event, inclusive of set up and break down. Each additional hour is \$100, payable the day of the event to a representative of the GRAC. Certain holidays and the day before and after certain holidays may require a premium to be paid for the hall rental. We do not rent the hall for Sweet 16 or bachelor/bachelorette parties. Hall rental fees may be paid by cash, check or credit card. Credit cards will incur a convenience fee.
- A bartender can be provided at a cost of \$100 per 5-hour booking.
- The total hall rental fee, along with a \$200 security deposit and the bartender fee (if applicable) must be paid in full at time of booking. **No date is considered booked until the total payment is received.**
- Tenant will pay \$25 for any check returned for insufficient funds.
- Refunds are only available for cancellations prior to 4 weeks from the event. Otherwise, all bookings are final and no refund will be provided. The security deposit is always refundable.**
- The use of the downstairs game room, bar and kitchen is not included in this agreement and can only be accessed by members or guests of members.
- Tables have a locking bracket that must be engaged to prevent the table from collapsing.

The tenant also agrees to the following and failure to comply will result in the forfeiture of part of all of the security deposit:

- No smoking is permitted in any part of the building. An appropriate cigarette butt container is in place outside the main door and cigarette butts must be disposed of properly.
- No tents are allowed without prior written approval.**
- Sorry, no outdoor bounce houses or water slides.**
- Renters are allowed non-exclusive use of the patio and grass area, but cannot set-up food, bands, etc. on the patio or grass. These areas are reserved for member use at all times. If tenant rents the tent as part of the rental, all set up MUST be confined to the 'four corners' of the inside of the tent.**
- Parking is allowed only along the edges of the lot, not in the center.**
- No person under the age of 21 will be served any form of alcoholic beverage and the tenant is responsible if any of their guests provide any person under the age of 21 an alcoholic beverage.
- No illegal drugs are permitted in any part of the building or on the grounds. Proper authorities will be notified if drug use is suspected.
- GRAC members may periodically inspect upstairs during an event.
- The tenant takes full responsibility and is liable for the welfare of all persons during and leaving the event and will not hold the GRAC liable for any injuries or incidents whatsoever.
- The hall and grounds (if applicable) must be returned to the same condition as when it was taken. Tenant is responsible for breakdown of all tables and chairs, removal of all decorations and debris on the floors and outside grounds. All trash bins must be emptied, and trash bags placed **INSIDE** the dumpster located off the parking lot (see attached for location). The bar area must be clean and dry. Failure to do **any of the above** will result in a \$100 additional cleaning fee deducted from security deposit.
- Floors must be protected from scratches. Tables, chairs or anything else that does not have wheels, must NOT be dragged across the floor.
- Tenant must remove all personal belongs, decorations and other items immediately after the event.
- All evening functions must end with sufficient time to clean-up and vacate before the hall closes.
 - o Sunday – Thursday the hall closes at 11PM
 - o Friday & Saturday the hall closes at 1AM
- The GRAC is not responsible for lost or stolen articles of event attendees.
- No animals, except service dogs, are allowed in the hall.
- Tenant will protect, indemnify and save GRAC, its shareholders, employees, officers, directors, agents and their respective successors and assigns harmless from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including without limitation, reasonable attorney's fees and expenses) imposed upon, incurred by or asserted against GRAC by reason of (a) any accident, injury to or death of persons or loss of or damage to property occurring on or about the Premises or any part thereof or the adjoining properties, sidewalks, curbs, streets or ways, or

resulting from an act or omission of Tenant or anyone claiming by, through or under Tenant; (b) any failure on the part of Tenant to perform or comply with any of the terms of this agreement or any other agreements affecting the Premises; (c) the use, occupation, condition, or operation of the Premises or any part thereof; or (d) performance of any labor or services or the furnishing of any materials or other property in respect of the Premises or any part thereof. In case any action, suit or proceeding is brought against GRAC by reason of any such occurrence, Tenant will, at Tenants sole expense, resist and defend such action, suit or proceeding, or cause the same to be resisted and defended with counsel acceptable to GRAC. Notwithstanding the foregoing, Tenant shall not be responsible for the gross negligence and willful misconduct of GRAC, or its employees: (a) resulting in any accident, injury to or death of persons or loss of or damage to property occurring on or about the Premises or any part thereof or the adjoining properties, sidewalks, curbs, streets or ways; and (b) with respect to the performance of any labor or services or the furnishing of any materials or other property in respect of the Premises or any part thereof.

Set-Up and Decoration Policy:

If you are having other individuals decorate, you must advise them of our strict policy.

- Tacks, pins, staples, nails and most tapes are not permitted on the walls or ceiling! 3M Command Strips and Scotch Poster Tape are allowed to hang decorations. Upon inspection, if walls are damaged, charges for damages will be taken from the security deposit.
- No confetti (including table confetti), rice, glitter products or spray crazy strings are allowed inside or outside the hall. **Use of any of the above will result in forfeiture of entire security deposit.**
- All decorations must be fire retardant.
- Tenant is responsible for setting up tables and chairs.
- Tenant provides tablecloths, cutlery, cups, glasses or other party supplies.
- Round tables are 72" in diameter and require 84" tablecloths.

Alcohol Policy

- The tenant may bring their own alcohol to be served at the event **unless otherwise advised in writing by the GRAC.**
- Beer kegs must be placed in a plastic trash bag then placed in the tub provided by the GRAC or tenant.
- Tenant is responsible for ice. No ice is provided.

Music Policy

- Sunday – Thursday: Music must end at 9PM. Hall closes at 11PM.
- Friday & Saturday: Music must end at 11PM. Hall closes at 1AM. Music outside must end at 10PM.
- As the GRAC is in a residential neighborhood, our policy is strictly enforced.

Rental of Tent

The GRAC may offer the rental of the tent located on the grounds in conjunction with the rental of the Hall. **The tent is never rented separately from the rental of the Hall and the option to rent the tent is as the sole discretion of the GRAC Board of Trustees.** Should the tenant choose to rent the tent together with the Hall, the additional cost is as set forth herein and all set-up must be confined to the 'four corners' of the tent. No set up of any kind may occur on the patio, parking lot or grass area.

Force Majeure

Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy. The Impacted Party shall give Notice within **three (3)** days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains

uncured fourteen (14) days following Notice given by it, the other party may thereafter terminate this Agreement upon notice to the other party.

For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

Covid-19 Provisions

This is an acknowledgement that this Contract is being entered into during a time of severe disruption due to the novel COVID-19 virus. The tenant agrees to comply with all applicable Federal and State law, Federal and State regulations, Federal and State executive orders, local ordinances and GRAC policies, procedures, and directives related to the COVID-19 pandemic. This includes but is not limited to the number of individuals who may occupy the hall premises at any given time based on governmental mandate. Tenant agrees to take the steps required to ensure safe social distancing (as defined by the Center for Disease Control).

Temporary Hours

Tenant agrees to comply the closing hours on the day of your event – which may be different from times detailed above due to government requirement due to COVID-19.

Security Deposit Forfeiture

The security deposit shall be wholly or partially forfeited if any of the conditions of this agreement are not adhered to or if the proper clean-up of the property does not occur. The forfeiture of the security deposit in whole or in part shall be at the sole discretion of the GRAC Board of Trustees. Should the GRAC determine that the hall, its contents, the building or grounds were damaged arising from or related to the rental of the hall or grounds, and repair of same shall exceed the amount of the security deposit, the tenant shall, within five (5) days of be advised of same, pay the GRAC the cost to repair any damage in excess of the security deposit.

Choice of Law

The validity, interpretation, construction and performance of this Agreement, or any part thereof, shall be governed by the laws of the State of New Jersey. If a dispute arises between the parties concerning the interpretation or performance of this agreement, the parties hereby agree that the dispute shall be subject to the exclusive jurisdiction of the Courts of the State of New Jersey.

Entire Agreement

This agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings, both oral and written, between the parties with respect to the subject matter of this Agreement.

I have read the above and agree to abide by all rules:

PRINT NAME: _____

CONTACT PHONE ON DAY OF EVENT: _____

SIGNATURE: _____

DATED: _____