

PROPERTY USE AGREEMENT FOR VAN BUREN POINT, NY

Van Buren Point Association & Van Buren Point Women's Club

THIS IS A LEGAL CONTRACT. PLEASE READ BEFORE SIGNING.

General Conditions and Amount of Fee

It is agreed between the Van Buren Point Association/Van Buren Point Women's Club hereinafter referred to as "Owner" and _____ hereinafter referred to as "Renter", that the "Owner" shall allow the "Renter" access to and the use of the requested facilities or property, as conditioned and described below, subject to all the policies and procedures of "Owner".

VBP MEMBER REQUESTING USE: _____

DATE(S) OF USE: _____

TIME OF RENTAL: _____ AM/PM to _____ AM/PM

PURPOSE OF USE/ACTIVITY: _____

ESTIMATED NUMBER OF GUESTS: _____

AREA/LOCATION TO BE USED: Gazebo Park @\$125/day \$ _____
(fee per location per day) Community Center @\$150/day \$ _____
Ellen Pavlot Pavilion @\$90/day \$ _____
(excluding Ballfield)

TOTAL RENTAL AMOUNT DUE: \$ _____

Deposit (1/2 Total Rental Amount due on signing): -- \$ _____

Balance Owing (see #14, due at least 1 week prior to event) \$ _____

DAMAGE DEPOSIT \$250: Received On: _____ By: _____
(per location) Returned On: _____ By: _____

EQUIPMENT BEING BROUGHT IN (at the expense of the "Renter")

Tents? Yes No Date in/out: _____

Location: _____

Portable Bathrooms? Yes No Date in/out: _____

Location: _____

Overflow Parking? Yes No Location: _____

Parking Shuttles? Yes No

Initial Inspection Date: _____

Final Inspection Date: _____

"Renter": _____ "Owner": _____

"Renter": _____ "Owner": _____

Deficiencies: _____

Deficiencies: _____

Photos taken? Yes / No

Photos taken? Yes / No

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Terms and Conditions

It is hereby agreed the "Renter" shall abide by the following **Terms and Conditions**:

1. "Renter" may receive permission to rent "Owner's" facilities only if "Renter" is a member in good standing with the VBPA with dues current. Permission, when granted by both the VBPA and the VBP Women's Club, pertains to events specifically held on behalf of the "Renter" or the "Renter's" immediate family, and "Renter" must be in attendance.
2. "Owner" reserves the right to impose a damage deposit as documented in the General Conditions and Amount of Fee details above. The damage deposit will be applied to any damages resulting from usage. The "Renter" shall be either refunded any unused portion of the deposit, or billed for any damages in excess of the deposit, which shall be due and owing within 30 days after the statement of damages has been provided by the "Owner" to the "Renter".
3. Neither "Renter" nor guests, invitees, or other persons attending the activity sponsored by "Renter" shall park on any streets or roads belonging to the "Owner". All cars must be parked on private property, or in designated area(s) on or adjacent to the ball fields and/or recycle area. Violators may be towed at the vehicle owner's expense.
4. "Renter" and guests or invitees shall not create unreasonable noise, such as would disturb the quiet use and enjoyment of cottage owners in the vicinity of the event. Consistent with VBPA policy, noise should be kept at reasonable levels as a common courtesy to neighboring residents. "Renter" acknowledges that an 11:00 PM quiet time rule applies and agrees to abide by such rule.
5. "Renter" hereby agrees to defend, hold harmless, and indemnify "Owner" from all damage, claims, liability, lawsuits, ad/or injuries resulting from the use by "Renter" and guests, affiliates, or invitees, including but not limited to all entities providing services, food, materials, or labor for such event, of "Owner's" property and/or facilities for the purpose set forth herein. "Renter" further represents that it has inspected the property and facilities owned by "Owner"; that "Renter" is satisfied with the condition and capacity of the same; and that "Owner" makes no representations, express or implied, as to the suitability of said property or facilities for the use intended by "Renter".
6. "Renter" hereby agrees to be solely responsible for any damages, claims, injuries, liability, and/or lawsuits resulting from said event, including but not limited to property damage caused by the "Renter", guests, affiliates, or invitees, including but not limited to all entities providing services, food, materials, or labor for such event. "Renter's" responsibility and liability hereunder shall include but not be limited to the facilities and property utilized for the event. In the event that the facilities or property utilized for the event shall be damaged by the act, the fault or negligence of "Renter", guests, invitees, employees or any other person admitted to the facilities by "Renter", "Renter" shall pay "Owner", upon demand, such sum as shall be necessary to restore said property or facilities to its original condition.
7. The Community Center shall not be rented for private entrepreneurial ventures or recruitment. No activity of any kind whatsoever where there is a fee for admission or charge for entry into the Community Center is permitted without prior approval of "Owner".

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Terms and Conditions (continued)

8. NO SMOKING is permitted in the Community Center at any time. No pets are permitted inside the Community Center and any pet refuse must be removed from outdoor venues.
9. Alcohol may be served, upon approval of the "Owner", but cannot be sold. It is illegal to serve alcohol to minors at any time.
10. Any use of fire that may damage the grass or other aspects of the property is prohibited.
11. "Renter" understands that any parks and outdoor facilities in use during the event by "Renter" are not closed to VBPA members and their families or guests who choose to use such parks during the event.
12. "Renter" agrees that all tents and portable bathroom facilities may be installed no earlier than 24 hours prior to the event and must be removed no later than 48 hours after installation. Units shall be placed in the least offensive location possible, as approved by the "Owner".
13. "Renter" agrees to remove and dispose of any and all garbage, recyclables, trash, or other foreign objects and similar items resulting from the use of the property by "Renter" within 24 hours of completion of the event.
14. A deposit of half the total rental fee is due upon signing this agreement, along with a check for \$250 damage deposit. The balance of rental fee will be due at least 7 days prior to the event date.
15. Cancellation at least 7 days prior to event will result in full refund. Refunds for cancellation within a week of the event will be at the discretion of "Owner".
16. Additional front gate security, if deemed necessary by the "Owner", will be charged to the "Renter" in addition to the rental fee.

The undersigned have carefully read, understand and agree to the terms of this Agreement:

_____ Name of "Renter"	_____ Signature of "Renter"	_____ Date
_____ VBPA Representative	_____ Signature	_____ Date
_____ VBPWC Representative	_____ Signature	_____ Date

Signed copies of this Property Use Agreement will be issued to "Renter" as well as to the VBPA and the VBPWC. A copy will be posted in the Community Center for reference.