

# Elba Point Homeowners Association, Inc.

## CLUBHOUSE RENTAL AGREEMENT

**RENTER:** The person renting the Clubhouse must be:

1. A Member of EPHA in good standing as of the date of this agreement as well as the date of the function
2. Must be current with their membership dues for the current calendar year
3. Must be renting the Clubhouse solely for their own use
4. The renter must be present during the entire period of the rental use.

**USE:** The Clubhouse may be rented for family or personal recreational purposes. It may not be rented for purposes such as company picnics, business ventures, etc. The Executive Board reserves the right to refuse or terminate rental for any function that is not consistent with the Association's by-laws and this Clubhouse Rental Agreement

**CAPACITY:** The maximum occupant capacity of the Clubhouse is 90 persons. The Renter must make alternate provision if inclement weather precludes use of the outside property so that the Clubhouse occupant capacity limit is not exceeded. Clubhouse rental guests are prohibited from using boat docks during rental time.

**RENTAL FEE:** \$300.00. The rental fee is due at time of rental booking. Rental must be booked 2 weeks prior to rental date.

**DEPOSIT:** A Deposit of \$175 must be paid at the same time as the rental fee. After the Clubhouse has been checked-out to the satisfaction of the House Committee, EPHA will promptly return the full or unused portion of the Deposit to the Renter. EPHA shall retain all or a portion of the Deposit in the event that the Clubhouse, grounds, or facilities are damaged or are not cleaned to the satisfaction of the House Committee. If repairs or cleaning expenses exceed the Deposit, the Renter shall be obligated to immediately pay EPHA any additional amounts to restore the Clubhouse, grounds, and facilities to pre-rental condition.

**CANCELLATIONS:** If a Rental reservation is cancelled 30 days prior to the rental date, EPHA shall promptly refund the Deposit and Rental Fee. If a rental is cancelled less than 30 days prior to the rental date, EPHA shall retain 50% of the Rental Fee and shall promptly return the Deposit and 50% of the Rental Fee.

**CHECK-IN / CHECK-OUT:** The House Committee will provide check-in on the day of the rental. The Renter must make arrangements with the House Committee 7 days in advance of the rental date. Both the check-in and check-out times must be reasonable and agreeable to the House Committee.

**ACCESS TO EPHA MEMBERS:** If renter holds event/party during Summer Operating Hours, renter agrees to allow reasonable access to clubhouse/grounds for use by general EPHA membership including but not limited to concession, counter area, bathroom facilities, indoor tables & recreation tables (Ping-Pong/Foosball), outdoor picnic tables/picnic grills.

**HOLIDAYS:** EPHA or the Entertainment or Fundraiser Committees have first right of use of the Clubhouse on the following dates: Memorial Day weekend, Family campout and picnic

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weekend in mid-August, Labor Day; New Year's Eve and any other day that either the entertainment or fund raising committees have scheduled an event. If EPHA has not reserved these specific dates for Club sponsored use, than the Clubhouse will be available for rental on those dates.

**NOISE/MUSIC:** All outside activities and any noise that may be perceived as a nuisance to nearby residents, including any music, must cease by 8PM. Indoor loud music must cease by 10PM. All noise emitting both within and outside the Clubhouse must be at a reasonable volume level, subject to the noise curfews mentioned above and all Hopatcong Borough Noise Ordinances.

**ALCOHOLIC BEVERAGES:** No alcoholic beverages may be served to, or by any person under 21 years of age. The renter agrees to indemnify, defend and hold harmless EPHA from any liability resulting from the service of alcoholic beverages. No other controlled dangerous substances are allowed on Club properties. The Renter is solely responsible for providing for the conduct and safe journey home of any intoxicated or impaired guests.

**DECORATIONS:** The Renter is prohibited from using tape, thumbtacks, staples, nails etc. to attach decorations onto the interior walls of the clubhouse or on the ceiling, columns and lights. Painters tape may be used to attach decorations to the walls.

**CLEANING:** The Renter is responsible for returning the entire Clubhouse and grounds used by their guest to the pre-rental condition.

1. Cleaning shall include, but not be limited to, vacuuming/sweeping of floors, general clean-up, wiping off countertops and tables, wiping stove top, removal of all items from refrigerator/freezer, cleaning the bathrooms, replacing the furniture used to its proper location, and collecting and removing all debris and garbage from the clubhouse and grounds.
2. All trash must be removed from Club property. There should be no garbage disposed of in trash receptacles or dumpsters.
3. Recycle items must be removed from Club property. There should be no recycle materials in receptacles or dumpsters.

The Clubhouse House Committee will review the pre-rental condition of the items listed on the Clubhouse Inspection Checklist and must be fully satisfied with the post-rental clean up and conditions.

**HOLD HARMLESS:** EPHA assumes no responsibility for the safety of renters/guests and any personal property stolen, lost or damaged in any way. All renters are responsible for their guests and their actions. Renter is required to provide EPHA with a certificate of insurance from their insurance policy. The certificate of insurance must indicate a minimum amount of \$500,000 personal and property liability coverage.

**LAWS/ORDINANCES/RULES:** The renter will not use the rental space for any purpose or activity prohibited by law. Renters are expected to adhere to all EPHA By-Laws and Rules and borough ordinances as they apply to the use of the clubhouse while renting the clubhouse. The renter will comply with any and all governmental statute regulations and ordinances including requirements relating to the service of alcoholic beverages and fire safety.

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**MISCELLANEOUS:**

The Clubhouse is “smoke free” and “pet free”.

The Clubhouse must be completely vacated by 1 AM.

No tents allowed without prior approval. No canopies or tarps larger than 10 x 10.

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By signing this Agreement, I acknowledge the responsibility for all the terms of this contract and agree to hold EPHA harmless from any injury, damages and liability caused by guests and vendors attending this event and acknowledge that I am responsible for all of my guests and their actions. I agree to comply with all state laws and borough ordinances as they apply to the use of the clubhouse/grounds. If any legal action is initiated by EPHA, I, the renter, shall reimburse EPHA for all claims and expenses.

I understand that any damage not noted on a pre-usage walkthrough shall be, unless proven otherwise deemed to have been caused solely by myself or my guests use of the facility and that I shall be responsible for the cost of repair or replacement of such damages and return of the clubhouse to the same condition as it was prior to my use of the clubhouse for my private function.

I further understand that the \$175 deposit previously given shall be used to cover the cost of such damage, and any additional cost or failure to pay the full amount of the damage shall result in a termination of my membership.

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_

Date of Rental: \_\_\_\_\_

Reason for Rental: \_\_\_\_\_

Number of People: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name/Signature of EPHA Rep: \_\_\_\_\_

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	Condition on Check In	Condition on Check Out
Bathroom Floors		
Bathroom Toilets		
Bathroom Sinks		
Kitchen Countertops		
Stove		
Refrigerator/Freezer		
Ice Maker		
Kitchen Sink		
Clubhouse Floors		
Clubhouse Carpet		
Ping-Pong /Foosball		
Air Conditioning		
Furniture - Table/Chairs		
Waste Receptacles		
Patio Area		
Outdoor Tables		

**Check IN condition reviewed**

Renter  
Signature \_\_\_\_\_

Renter Print  
Name \_\_\_\_\_

Date: \_\_\_\_\_

EPHA Rep  
Signature \_\_\_\_\_

EPHA Rep Print  
Name \_\_\_\_\_

Date: \_\_\_\_\_

**Check OUT condition reviewed**

Renter  
Signature \_\_\_\_\_

Renter Print  
Name \_\_\_\_\_

Date: \_\_\_\_\_

EPHA Rep  
Signature \_\_\_\_\_

EPHA Rep Print  
Name \_\_\_\_\_

Date: \_\_\_\_\_