

ESSEX PARK CONDOMINIUM ASSOCIATION
CLUBHOUSE RESERVATION FORM and RENTAL AGREEMENT

1. Name: _____
Address: _____
City, State, ZIP: _____
Business/Other Address: _____
City, State, ZIP: _____
Phone #'s: Home: _____ Mobile: _____
Date Desired: _____
2nd Preference: _____
Unit Owner's Name: _____
Address: _____
City, State, ZIP: _____

2. What time will you start? _____
What time do you expect to finish & vacate? _____

NOTE: Rentals must not begin before 10:00 A.M. and it's a four-hour maximum on all rentals. All parties must end by 11:00 P.M. Renter will be allowed an additional ½ hour for clean-up of the clubhouse. **All parties are limited to four (4) hours.** Please note that only ONE event can be booked in a 24-hour time period. Renting of the clubhouse is limited to current homeowners of Essex Park.

3. # of Guests (Maximum 30): _____

4. Purpose of Rental: _____

5. The Association is not responsible for damage, loss of personal property, equipment and utility malfunction. No one is to alter or affix anything to the window treatments. Please be conscientious when eating or drinking near the window dressings. No decorations may be affixed to the wall using tape or any material that will permanently mark the walls or moldings in anyway. All decorations must be removed from the premises upon termination of the event.

6. **The rental is restricted to the indoor clubhouse only. Guests may not go beyond this area or in the pool. If you do, you will be fined.**

7. Approved applications will be honored on a first come, first serve basis. The Association reserves the right to reject and/or disapprove applications for cause. Association functions will be given priority over individual functions.

8. Renter is responsible to examine clubhouse area prior to rental and note defects. You must do a walk through and notify Management of any defects prior to start time of your event. The Managing Agent will examine facility after rental and note defects caused during rental period for which renter agrees to be responsible. Renter may not charge admittance to his guests and not sell products or services or conduct political events at the clubhouse.

9. It is mutually agreed that the rental of the clubhouse contained in this Agreement is not deemed to be a commercial lease. Said rental of the clubhouse is not assignable and cannot be sublet. Renter must be in attendance during rental period.
10. Clubhouse area rules:
 - A. Renter is responsible for own food, drink, ice, utensils, paper products, etc.
 - B. Food and drink may not be taken outside of the clubhouse area.
 - C. There shall be no extraordinary electrical power requirements.
 - D. No grilling, outdoor cooking or barbequing permitted.
 - E. **Renter must remove leftover food, beverages, and garbage after the rental.** Trash bags must be placed in the garbage cans behind the clubhouse in the fenced in area near the pool entrance gate.
 - F. Noise levels, especially live or recorded music, must be kept at reasonable levels to avoid disturbing residents near the clubhouse. There may not be music past 10:00 P.M.
 - G. Catering is permitted and prior arrangement must be made to facilitate early access, if necessary.
 - H. No alcoholic beverages are permitted at any of the recreation facilities, except for beer and wine. By signing this Agreement, the applicant acknowledges and accepts responsibility for their behavior. The applicant and guests hold the Association harmless for any actions resulting from them driving while intoxicated.
 - I. **No smoking in the clubhouse.** Smoking is limited to outside of the clubhouse on the side of the building and renter is responsible for providing ashtrays and removing all cigarette butts. Do not let guests smoke in front of the clubhouse.
 - J. Parking is limited to the guests parking areas. Renter will be responsible for violations of parking rules by their guests. Residents of Essex Park who are renting the clubhouse shall not use spots marked visitor for any length of time while renting the clubhouse. **Guests can only park in spots marked visitor.**
 - K. Noise levels from guests must be kept minimal (i.e., no slamming of car doors, honking horns, etc.)
11. The Association reserves the right to terminate any rental, which, in the sole judgment of the Association, is inappropriate or results in unlawful conduct or activities of which violate the rules and regulations of the Association. Tenants are not allowed to rent the clubhouse.
12. The adequacy of supervision shall be determined at the sole discretion of the Managing Agent and/or the Board. The Managing Agent will require, in advance, the names, addresses and phone numbers of supervising adults. Failure to properly supervise the children will be grounds to terminate this agreement immediately.
13. All decorations used must be fireproof materials and approved by the Association. There must not be anything nailed or permanently affixed to the room.
14. Renter, guests, business invitees, agents, servants and employees of renter shall park in the clubhouse parking lot.
15. The Unit Owner will be responsible for any liability in connection with the rental of the clubhouse.
16. In the event of any of the rules and regulations of the Association, including those set forth in this Agreement, are violated by applicant or applicant's guests and/or invitees, applicant will be fined a minimum of **\$500.00**. Additionally, applicant may be liable for any attorney's fees incurred by the Association in connection with the use of the facility pursuant to this

Agreement as well as administrative costs incurred by the Association with regard to any violation of this Agreement.

17. Costs and Fees.

- A. The base cost for a minimum rental of the clubhouse shall be **\$500.00** payable to ESSEX PARK CONDOMINIUM ASSOCIATION. This entitles the renter to exclusive use of the clubhouse area, including bathroom facilities. An additional security deposit of \$500.00, in a separate check, payable to ESSEX PARK CONDOMINIUM ASSOCIATION must be posted with the Managing Agent ten (10) days prior to the rental date. Such deposit will only be for breakage, damages beyond ordinary wear, tear and deterioration on the facility and/or violations of this Agreement or the rules of the Association. Damages will be itemized and any balance forwarded to the renter. The Association reserves the right to assess for any damages beyond the **\$500.00 security deposit**. In the case of no damages, the security deposit will be refunded to the renter after the Managing Agent, Board of Trustees or an appointed Commit Member performs a visual inspection. In order to hold this reservation, the contract and all appropriate checks must be received in the management office no later than 10 (ten) days after the online booking.
- B. The renter must maintain a clean, safe and habitable environment. The renter shall be in control of his guests and invitees at all times. Extraordinary clean-up will be at extra cost, billable to renter.
- C. The renter will be responsible for any actions of their guests that may be deemed a violation of the Association rules and/or this Agreement.
- D. Violations of any terms of this agreement may result in a Covenant hearing and fines. In the case of violations of this Agreement, the security deposit will be held until such time as the Covenant Committee makes a ruling on the alleged violations and the number of fines to be imposed will be deducted from the deposit.
- E. All deposits and fees must be submitted with the completed application not less than ten (10) days before the rental date.

I (we) agree to the above rules and fees as set forth in the Essex Park Clubhouse Reservation Form and Rental Agreement.

_____	_____
Date	Applicant's Signature
_____	_____
Date	Unit Owner's Signature

Sign and return this form along with your checks (made payable to **City Homes at Essex Park**) to:

Cedarcrest Property Management
91 Clinton Road, Suite 2D
Fairfield, New Jersey 07004
(973) 228-5477