

Sheffield Towne Condominium Association

Clubhouse Agreement

In order to rent the Associations' clubhouse, please complete all of the following information, sign where indicated, and return the completed application to: Sheffield Towne Condo. Assoc. c/o IMPAC ~ 440 Beckerville Road ~ Manchester, NJ 08759 or via fax to 732-408-2535.

Please enclose two separate checks made payable to Sheffield Towne Condo. Assoc. for the following amounts:

1. \$125 Clubhouse Rental Fee
2. \$250 Security Deposit in the event of damages

Please note that the security deposit is held and not cashed, unless damage is caused to the Clubhouse. It will be returned back to you once your walk-through has been completed after the rental.

Please keep the Clubhouse Checklist, which details what will need to be completed prior to you utilizing the clubhouse, as well as after the rental.

Once your completed application is received, the date will then be reserved for you.

Sheffield Towne Condominium Association

Application for Use of Facilities

Applicant's Name: _____

Applicant's Address: _____

Phone No. (Home) _____ (Work): _____

Date Requested: _____

Purpose of Rental: _____

Approximate Number of Persons Attending: _____

THE RENTED FACILITIES WILL CONSIST OF THE CLUBHOUSE ONLY. THE OUTDOOR POOL IS **NOT** INCLUDED IN THE RENTAL.

Date: _____

Signature of Applicant: _____

The entire application and Clubhouse Rental Agreement must be returned to IMPAC as soon as possible. Please DO NOT send back the Clubhouse Checklist. This has to be given to the clubhouse representative assigned to your rental at the time of inspection

Sheffield Towne Condominium Association

Clubhouse Rental Agreement.

This Agreement for the use of the Clubhouse, dated this _____ day of _____, 20____, between the Sheffield Towne Condo. Assoc. (hereinafter referred to as the Association) and _____ (hereinafter referred to as the member) residing at _____.

The Member has requested permission from the Association to utilize all or a portion of the Clubhouse for a social gathering to be held by the Member on _____ between the hours of _____ and _____.

The Clubhouse shall be available to the member on the following conditions:

1. The Clubhouse shall be available for private functions. Extenuating circumstances will be at the discretion of the Clubhouse Agreement Committee and the Board of Trustees.
2. The Clubhouse must be vacated no later than midnight.
3. The Clubhouse shall be left in clean condition. Such cleaning shall be the responsibility of the vacuuming, general clean up, wiping off counter tops, cleaning the floor, cleaning the bathrooms replace furniture used to its proper location, and collecting and removing all debris and garbage from the Clubhouse grounds and premises. CLUBHOUSE MUST BE CLEANED IMMEDIATELY FOLLOWING THE FUNCTION. YOU MAY NOT WAIT UNTILT THE FOLLOWING DAY.
4. Prior to the commencement of the private function, the Member will contact the assigned Association representative and both shall meet at the Clubhouse to inspect the Clubhouse to make note of any damage found. At this time, the Member will be provided with the Clubhouse key. Any damage not noted on this walk-through shall be deemed to have been caused by the use of the Clubhouse for the function and shall be the responsibility of the Member as set forth herein. Both the Member and the Association representative must sign the inspection report.
5. The Member is responsible for returning the Clubhouse key to the Association representative within 24 hours following the function. If the key is not returned within 24 hours, the Member is subject to forfeiture of the security deposit.
6. Upon receipt of the key, the Association representative shall re-inspect the Clubhouse and note any damage to the facility.

7. The Member shall be personally responsible for any damage to the facility not previously noted on the walk-through inspection conducted prior to the private function.
8. Prior to receiving permission to use the Clubhouse, a check for \$250.00 security deposit shall be required. The paid deposit shall be returned to the Member, provided that the Clubhouse key is returned within 24 hours following the function, and that there is no damage caused to the Clubhouse facility as foresaid. In the even of damage to the Clubhouse facility, the cost of repair or replacement shall exceed the sum of \$250.00, or if any part of the repair or replacement shall constitute a lien on the Member's property and may be collected as set forth by the Associations' by-laws.
9. A non-refundable rental charge of \$125 shall be collected to cover the cost of electricity, wear and tear, and heat due to the Member's use of the Clubhouse.
10. All persons attending the private function shall park only in the Clubhouse parking area.
11. The Member shall be responsible for securing the Clubhouse upon the termination of the function. This requires that the Member physically inspect all windows and doors to ensure that they are locked, and turn off all lights.
12. The Member shall be responsible for ensuring that the grounds surrounding the Clubhouse are free from litter or refuse created as a result of the use of the Clubhouse.
13. The Member shall receive a copy of these rules and must acknowledge his/her agreement to abide by the terms herein, as well as personally indemnify and hold harmless the Association for all the damage to the Clubhouse as set forth above, signing the indemnification clause at the end of this Agreement.
14. The Member agrees that **no more than 75 persons** will be permitted to attend the gathering.
15. Use of the pool is strictly **PROHIBITED**. This includes all surrounding decking.
16. The Member is prohibited from attaching to the interior wall of the Clubhouse.
17. Decorations- There must not be anything taped, stapled, nailed or tacked to the walls of the Clubhouse.
18. The Member may invite non-resident guest of Sheffield Towne as guests. The Member will be responsible for ensuring that the guests conduct themselves in a proper fashion and in a manner that will not disturb the use of other Association facilities and common elements by other residents and guests of Sheffield Towne. A guest is considered anyone whom the Member allows to enter the Clubhouse during his/ her use of the Clubhouse.
19. The Member will not use the Clubhouse for any purpose or activity prohibited by law.

20. The Member will comply with any and all governmental statutes, regulations and ordinances, including requirements relating to the service of alcoholic beverages and fire safety.
21. Renters of units have the privilege of renting the Clubhouse only if the owner of their unit signs this Agreement and takes full responsibility for compliance with its terms.
22. The Parties have indicated their acceptance of the terms contained above by signing this Agreement and certifying that they are unit owners.
23. Sheffield Towne Condo. Assoc. functions shall have preference over private homeowner's functions.
24. If the Clubhouse is to be used for a children's party (18 years of age or younger), there shall be one adult per ten children in attendance.
25. The Member agrees to indemnify, defend and hold harmless the Association from any liability arising from a Member's use of the Clubhouse, including but not limited to damage to person or property. This specifically includes any liability resulting from the service of alcoholic beverages.
26. All parties are subject to the approval of the Clubhouse Committee and the Board of Trustees. 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 which violate the rules and regulations of the Association.
27. The Member is required to provide the Association with a certificate of insurance for their Homeowner's Insurance Policy. The Certificate of Insurance must indicate a minimum amount of \$300,000.00 personal and property liability coverage and name the Sheffield Towne Condominium Association as an additional insured for the date of the function.

Sheffield Towne Condominium Association

I, _____, agree to personally indemnify and hold harmless the Sheffield Towne Condominium Association from all damage, injury and liability caused or resulting from the use and my guest's use of the Clubhouse facility. I agree to abide by all of the rules and regulations established by the governing body, receipt of a copy of which is acknowledged, and I will ensure that my guest abide by those rules and regulations. I understand that any damage not noted on a pre-usage walk-through shall be deemed to have been caused solely by myself or my guest's use of the facility, and that I should be responsible for the cost of repair or replacement of such damages and return of the facility to the same condition as it was prior to my use of the Clubhouse for my private function. I further understand that the \$250.00 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 constitute a lien on my property to the extent that the cost of the damage remains unpaid.

Dated: _____

Signature: _____

Printed: _____

Address: _____

IF YOU ARE A TENANT RENTING THE CLUBHOUSE, THIS FORM MUST BE APPROVED BY YOUR LANDLORD.

Dated: _____

Landlord Approval: _____
Signature

Print Name: _____