

CEDARCROFT CLUB, INC.

347 Cedarcroft Drive
Brick, NJ 08724

RENTAL AGREEMENT

THIS RENTAL AGREEMENT is made on the ____ day of _____, 20 ____ between Cedarcroft Club, Inc.– referred to as the “Licensor” and _____, referred to as the “Licensee” residing at:

Address: _____

City: _____ State: _____ Zip: _____

Home Phone: (_____) _____ - _____

Cell Phone) (_____) _____ - _____

Email: _____

1. **Premises:** The Licensor does hereby rent to the Licensee and the Licensee does hereby rent from the Licensor the following described premises: Cedarcroft Clubhouse located at 347 Cedarcroft Drive, Brick, NJ 08724.
2. **Terms:** The Licensee does hereby rent from the Licensor the Clubhouse as specified below:
 - a. Date: _____
 - b. Time: _____ am/pm to _____ am/pm
 - c. Type of Affair: _____
 - d. Number of guests anticipated _____. (Max 75 person capacity).

This agreement does not convey rights in the form of tenancy and the rental privilege expires as noted in Section 2.a and 2.b above.

3. **Set-Up:** The Licensee shall be provided access to Clubhouse the day of the event for setup and decorating. The Licensee MAY be provided access to the Clubhouse the evening before the rental date at the Licensors discretion provided that the Club is not rented or used for another event.

4. **Fees:** The Licensee agrees to pay the following fees:

Daily Rental Rates	Members	Non-Members
Weekends: Friday, Saturday, Sunday & Holidays	\$275	\$500
Weekdays: Monday thru Thursday	\$100	\$250
Required: Refundable Security Deposit	\$100	\$250

a. **Rental Fee - THIS SECTION MUST BE COMPLETED.** Using the chart above complete the following:

- i. Daily Rental Fee \$ _____
- ii. Security Deposit \$ _____
- iii. Total Rental Fee \$ _____ (add i + ii)

b. Rental Fee Payment Schedule.

- i. **Members** - may book a rental at any time and receive first priority. **Rental is confirmed only when signed rental agreement is received.** Full payment is required no later than 30 calendar days prior to event. Failure to submit payment by this date may result in cancellation of booking.
- ii. **Non Members** - may book a rental at any time. **Rental is confirmed only when signed rental agreement is received.** 50% of Rental Fee is required to confirm booking, with remainder (50% of rental fee plus Security Deposit) due 30 calendar days prior to event. Failure to submit payment by this date may result in cancellation of booking.

c. Fees may be paid by Cash or Checks. Checks shall be made payable to “Cedarcroft Club, Inc.”

d. Cancellation Policy (in Calendar Days”

- i. The Rental Coordinator(s) must be notified in writing of a request to cancel.
- ii. Request to Cancel received more than thirty (30) days prior to the event date shall receive a full refund.

- iii. Request to Cancel received ten (10) to thirty (30) days prior to the event date shall receive a full refund less \$100.
 - iv. Request to Cancel received nine (9) days or less prior to the event date shall receive a full refund of \$100.
- 5. **Rental Inclusion:** Licensor shall provide tables/chairs, paper products/soap for bathrooms, one (1) roll of paper towels for kitchen, miscellaneous pots/pans in kitchen cabinets and brooms/mops for clean-up. Licensee SHALL BE responsible for providing all other supplies required for event, including but not limited to; tablecloths, utensils, plates, cups, centerpieces, additional paper towels and cleaning supplies. The Licensee may not use any of the disposable dishes and cutlery, or food and beverages that are in the Clubhouse refrigerator or freezer.
- 6. **Insurance: THIS SECTION MUST BE COMPLETED.** The Licensee shall supply Licensor with a copy of Licensee's, Homeowners or Renters Insurance Policy or Certificate of Insurance and provide the following information:
 - a. Insurance Carrier: _____
 - b. Address: _____
 - c. City: _____ State: _____ Zip: _____
 - d. Policy# _____
- 7. **Alcohol Consumption:**
 - a. The Licensee shall assume all responsibility for any person(s) consuming alcohol while in attendance at this affair on Cedarcroft Club property.
 - b. State of NJ legal drinking age is 21. No one under the legal drinking age (21) will be permitted to consume alcoholic beverages. (see Clause 15 below)
 - c. Licensor does not provide liquor or bartenders for any affair.
- 8. **Non-Liability of Licensor:** Licensor will not be held responsible for any lost or damaged property, damage or injury which may be sustained by the Licensee or Licensee's agents, employees, guests, licensees, invitees, assignees or successors resulting from the carelessness, negligence or improper conduct on the part of the Licensee or Licensee's employees, guests, licensees, assignees or successors. In addition, if the Licensor must engage the services of an attorney, the Licensee shall be liable for all reasonable costs and fees incurred to enforce the terms of the agreement. The Licensee shall also agree to indemnify the Licensor against any claims brought against the Licensor, including Licensor counsel fees.
- 9. **Hold-Harmless:** The Licensee does hereby hold harmless Licensor from any and all liability claims,

from themselves as Licensee or Licensee's agents, employees, guests, licensees, invitees, assignees or successors arising from the possessions of the premises and the property surrounding the clubhouse rented under this agreement. The Licensee assumes full responsibility for any and all liability claims resulting from use of rental including transportation to and from events the Licensee may host under the rental of this property.

10. **Beach Use:** The rental of the Clubhouse does NOT include the use of the beach. Licensee shall not permit guests access to beach and/or marina property
11. **Fireplace Use:** Under no circumstances is the fireplace to be used at any time. (see Clause 15 below)
12. **Gaming:** The Licensor does not represent any particular use or function or game/gaming can be conducted.
13. **Permits:** The Licensee is responsible for obtaining all necessary permits and licenses where required.
14. **Parking:** Licensee is responsible for guest parking and ensuring that guests do not block driveways or streets surrounding the Club property.
15. **Conduct of Guests:** Cedarcroft Club is in a residential neighborhood with nearby homes. Licensee is responsible for the conduct of all guests with respect to noise, access to neighboring properties and littering. (See Attachment 1)
16. **Notification of Property Damage/Injury:** The Licensee shall promptly notify Licensor in the event of and damage to any Club property or injury to any guests. In the event of injury, the Licensee shall provide details (type of injury, name of injured party, address, age). Notification shall be made within 24 hours of conclusion of rental. Minor property damage (eg. broken chair, table, etc) shall be reported to Licensor at conclusion of event or following day. In the event of significant property damage or problem (broken pipe, sewer backup, fire, etc.) the Licensor shall be contacted immediately utilizing the contacts in Attachment 1 of this Agreement.
17. **Decoration:** Removable Adhesive SHALL BE used to affix decorations. "Removable Adhesive" shall be defined as products equal/similar to Elmer's Poster Tack, Scotch Poster Putty or Duck Poster Putty.

18. **Cleanup:** Licensee shall cleanup the Clubhouse **IMMEDIATELY** after rental has ended. The Club shall be left in the same condition as found and failure to do so WILL result in the forfeiture of the Deposit. Cleanup shall include the following:
- a. All tables\chairs shall be broken-down,stacked on carriers and returned to storage rooml.
 - b. Removing all items which were brought in by the Licensee and are not property of the Club.
 - c. Removing all garbage in cans or plastic bags and placing them in the large containers outside.
 - d. Remove all food from refrigerators and freezers.
 - e. Emptying waste baskets in bathrooms.
 - f. Sorting and removing all recyclables (see Attachment 2) and placing in appropriate cans outside.
 - g. All floors SHALL be swept and damp mopped. Floors include the kitchen, main room, hallways, bathroom(s) and porch floors.
 - h. Picking up and removing any and all cups/cans/bottles/cigarette butts that may have been left outside of Clubhouse by guests.
 - i. Clean the furniture, stoves, ovens, refrigerators, countertops, etc.
 - j. Do not drag furniture across the wood floor.
 - k. Shut off the lights. Return thermostat to SCHED mode if changed.
 - l. Interior floor mats are to be returned to the interior of each entrance and not left outside.
 - m. Any and all decorations shall be removed from the Clubhouse and property (including direction signs/balloons) upon completion of the rental. No tape, pins, staples, etc. shall be placed on the windows or any trim.

19. **Damage/Cleanup Deposit Forfeiture:** The Rental Coordinators, or his/her appointee, shall be the sole judge of the cleanliness of the Clubhouse for the decision of refunding the cleanup deposit.

Reasons for Deposit Forfeiture (and possible replacement fee) include, but are not limited to:

- a. Club not cleaned properly cleaned and/or secured.
- b. Recycling mixed with garbage.
- c. Damage to, or removal of, items from Clubhouse (i.e. tables, chairs, mats, coffeepots, tea kettles, etc.)
- d. Discharge of fire extinguisher (except in an emergency).
- e. Kitchen sink/bathroom facilities clogged or in poor condition
- f. Stove and/or oven soiled.
- g. Food in the refrigerator
- h. Decorations not completely removed

20. **Breach of Contract and Termination of Agreement: Any Breach of Clauses 7B (Alcohol Consumption by Minors), Clause 10 (Beach Use) or Clause 11 (Fireplace Use) shall be grounds for IMMEDIATE TERMINATION of this Agreement.**

Additional Terms and Conditions: The following section contains additional Terms and Conditions regarding use of Clubhouse:

This Agreement contains the entire agreement between the parties and both parties have signed this rental agreement as noted below. The Licensee does hereby agree to abide to all its terms and conditions as stipulated.

Cedarcroft Club Inc. (Licensor)

Name: _____

Signature: _____

Date: _____

Licensee:

Name: _____

Signature: _____

Date: _____

Emergency Contact List

Clubhouse Director:

Rory McCormick

Cell - 732-239-8509

Rental Coordinator:

June White 609-213-0046

Pat Manning 848-448-7077

President:

Michael Nolan

Home – 732-899-6108

Cell – 732-216-7567

Attachment 1

Cedarcroft Club – Rental Agreement Checklist (Licensee to initial each box)

Music/Noise – Good Neighbor Rules

Our Cedarcroft Club building is located in a residential area. Our immediate neighbors are considerate of us and we strive to be considerate of them.

In order for us to be a good neighbor – and adhere to Brick Township Noise Ordinances - the following music/noise rules must be adhered to. Failure to follow these guidelines may result in a visit from the Brick Township Police and/or forfeiture of the security deposit.

- **At 10 pm:** ALL attendees must be inside with doors closed to limit outside music/noise.
- **At 11 pm:** ALL music must end.
- **At 12 am:** Event must be over, cleanup completed (see below) and everyone out of the building.

Interior Cleanup – Rental Agreement Section 13, a-l:

Licensee shall cleanup the Clubhouse **IMMEDIATELY** after rental has ended. The Club shall be left in the same condition as found. Failure to do so WILL result in the forfeiture of the Deposit. Refer to paragraphs (a) through (l) of the Rental Agreement for details.

Exterior Cleanup – Rental Agreement Section 13, m:

Any and all decorations shall be removed from the Clubhouse and property (including direction signs/balloons) upon completion of the rental. No tape, pins, staples, etc. shall be placed on the windows or any trim.