



CEDARCROFT CLUB, INC.
347 Cedarcroft Drive
Brick, NJ 08724
Clubhouse Use Agreement

THIS AGREEMENT to use the Cedarcroft Clubhouse (hereinafter referred to as the "Premises") is made on the ____ day of _____, 20 ____ between Cedarcroft Club, Inc. (hereinafter referred to as "Licensor") and _____, (hereinafter referred to as "Licensee") residing at:

Address: _____

City: _____ State: _____ Zip: _____

Home Phone: (_____) _____ - _____ Cell Phone: (_____) _____ - _____

Email: _____

Licensee certifies that he/she is a Member in good standing of Cedarcroft Club: YES NO

- Premises:** In consideration of the fees described in Paragraph 4 of this Agreement, Licensor hereby licenses to Licensee and Licensee hereby licenses from Licensor the following described Premises: Cedarcroft Clubhouse located at 347 Cedarcroft Drive, Brick, NJ 08724, together with adjacent parking area. The Premises specifically do not include the beach or marina area.
- Term:** Licensee desires to license from Licensor the Premises for an event specified below (hereinafter referred to as the "Event"):

Event Date: _____

Event Time: _____ am/pm to _____ am/pm

Type of Event: _____

Number of guests anticipated to attend Event: _____.

Licensee acknowledges and agrees that the maximum number of persons permitted at the Premises at any given time is seventy-five (75) due to insurance, safety, fire and liability considerations.

3. **Limitation on License:** This Agreement does not convey any tenancy rights to Licensee now or in the future and the license granted pursuant to this Agreement shall expire on the date and end time specified above for the Event.
4. **Assignability:** This Agreement and license is not assignable to any other person or organization and Licensee represents that the license granted herein shall be for an Event sponsored, given or hosted by Licensee. Licensee shall be solely responsible for abiding by all of the terms and conditions outlined in this Agreement and ensuring that Licensee’s agents, employees, attendees and invitees abide by the terms of this Agreement. Licensee also agrees that he/she shall be at the Premises during the Event and shall be responsible for completing the cleanup and signing the After Event Check-out form at the end of the Event. An example of the form is attached to this Agreement.
5. **Set-Up:** Licensee shall be provided access to the Premises via door codes the day of the Event for setup and decorating. Licensee MAY be provided access to the Premises the evening before the day of the Event at Licensor’s discretion provided that the Premises are not being used for another event. A floor plan of the Premises is available on www.cedarcroftclub.org for planning purposes. Under no circumstances shall Licensee give the door codes to any other person and will be present when the Premises are being accessed by Licensee’s employees, agents, attendees, or invitees.
6. **Fees:** Licensee agrees to pay the following fee(s) in consideration of this Agreement and license to use the Premises:

Daily Usage Rates	Members	Non-Members
Weekends: Friday, Saturday, Sunday & Holidays	\$300	\$700
Weekdays: Monday thru Thursday	\$125	\$300
Required: Refundable Damage Deposit	-0-	\$250

Using the chart above, please complete the following:

Daily Usage Fee(s) \$ _____

Damage Deposit for Non-Members: \$ _____

Total Usage Fees + Damage Deposit (if applicable) \$ _____

In consideration of the Damage Deposit waiver, Members promise to pay for any loss or damage to the Premises

resulting from the Event - more specifically set forth in Paragraphs 21 and 23 (a) below.

7. Usage Fee Payment Schedule:

- a. Members: May book the Premises at any time and receive first priority over non-members. The right to use the Premises is confirmed only when this Agreement and license is signed by an authorized representative of Licensor and received by Licensee. Full payment of the Usage Fee is required no later than 30 calendar days prior to the Event. Failure to submit payment by this date may result in the cancellation of the booking.
- b. Non Members: - May book the Premises at any time based on availability. The right to use the Premises is confirmed only when this Agreement and license is signed by an authorized representative of Licensor and received by Licensee. 50% of the Usage Fee plus the Damage Deposit is required to confirm the booking, with the remaining 50% of the Usage Fee due thirty (30) calendar days prior to the Event. Failure to submit full payment by this date may result in cancellation of the booking.
- c. Fees may be paid by Cash or Checks. Checks shall be made payable to "Cedarcroft Club, Inc." Any check that is returned for non-payment shall result in automatic cancellation of the booking plus a returned check charge from Licensor's bank.

8. **Cancellation Policy:** The Rental Coordinator(s) must be notified in writing by Licensee of a Request to Cancel, which must be received and acknowledged by Licensor more than thirty (30) days prior to the Event date in order to receive a full refund of both the Usage Fees and Damage Deposit; a Request to Cancel must be received and acknowledged by Licensor ten (10) to thirty (30) days prior to the Event date in order to receive a full refund of Usage Fees and Damage Deposit less an \$100 administrative fee; and a Request to Cancel received and acknowledges by Licensor less than ten (10) days prior to the Event will result in a forfeiture of all Usage Fees paid. Any Damage Deposit will be returned.

9. Items Provided:

- a. Licensor shall provide folding tables and chairs; toilet paper, hand towels, and soap for bathrooms; one (1) roll of paper towels for kitchen; miscellaneous cooking utensils located in kitchen cabinets; and brooms/mops for clean-up.
- b. Licensee shall be responsible for providing all other supplies required for the Event, including, but not limited to, tablecloths, eating utensils, plates, cups, glasses, barware, centerpieces, serving dishes, additional paper towels and all cleaning supplies. Licensee may not use any of the disposable dishes, cups, glasses, or eating utensils stored at the Premises, or any food or beverages stored at the Premises or in the refrigerator or freezer, belonging to Licensor.

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. **Insurance:** Licensee shall provide Licensor at least fifteen (15) days in advance of the Event with a copy of Licensee's Homeowners or Renters Insurance Policy or other Certificate of Insurance that will cover damage and liability for the Event and contains the following information:

Insurance Carrier: _____

Address: _____

City: _____ State: _____ Zip: _____

Policy# _____

12. **Alcohol Consumption:** Licensee shall assume all liability for any person(s) consuming alcohol during the Premises or within a reasonable time after the Event while Licensee has been granted a license to use the Premises.
- a. Licensee shall not allow anyone under the legal drinking age of 21 to consume alcoholic beverages while on the Premises, nor shall Licensee allow any person under the legal drinking age to attend the Event who has obviously been drinking alcohol prior to the Event.
 - b. Licensor shall not provide liquor, set-ups, barware or bartenders for any Event.
13. **Non-Liability of Licensor:** Licensor shall not be held liable for any lost or damaged property, or damage or injury to any person, including an infection or disease caused by a virus, bacteria or other organism, that may be sustained by Licensee or Licensee's agents, employees, attendees or invitees while on or at the Premises, or traveling to and from the Premises, resulting from the carelessness, negligence or improper or illegal conduct of Licensee or any one or more of Licensee's agents, employees, attendees or invitees. Licensee shall indemnify and hold Licensor harmless from any actions, claims or lawsuits brought against Licensor, its Board of Directors, Members, agents or employees, including payment of any reasonable counsel fees and costs incurred by Licensor, resulting from Licensee's carelessness, negligence or improper or illegal conduct, or the carelessness, negligence or improper or illegal conduct of any one or more of Licensee's agents, employees, attendees or invitees; and/or Licensee's or any one or more of Licensee's agents', employees', attendees' or invitees' failure to abide by the terms of this Agreement.
14. **Fireplace and Warming Oven Use:** The fireplace shall not be used at any time for any purpose other than decoration by Licensee, its agents, employees, attendees or invitees. The warming oven is to be used ONLY for

warming and heating food brought on the Premises by Licensee, its agents, employees, attendees or invitees.

15. **Illegal Activity:** Licensee shall not allow any illegal activity to be conducted at the Premises during the Event, including the use of illegal substances, gaming, and loud noise disturbing the neighborhood or other illegal activity.
16. **Permits:** Licensee shall be responsible for obtaining all necessary permits and licenses to use the Premises where required by city or county ordinance.
17. **Parking:** Licensee shall be responsible for parking for the persons attending the Event and ensuring that no one blocks the driveways or streets surrounding the Premises or litters the Premises or the surrounding area with paper, bottles, cans, cigarette butts, decorations or other trash.
18. **Conduct of Guests:** Licensee acknowledges that Cedarcroft Club is in a residential neighborhood with nearby homes. Licensee shall be responsible for the conduct of all agents, employees, attendees and invitees with respect to noise, access to neighboring properties and littering.
19. **Noise:** At 10 pm, ALL persons attending the Event must be inside with doors closed to limit outside music and noise. At 11 pm, ALL music must cease indoors and outdoors at the Premises. At 12 midnight, the Event must be over, cleanup complete, lights out, doors locked, and everyone off of the Premises.
20. **Notification of Property Damage or Injury:** Licensee shall promptly notify Licensor in the event of damage to the Premises or injury to any person(s) while on the Premises. In the event of injury, Licensee shall provide details (type of injury, name of injured party, address, age and particulars) to an authorized representative of Licensor. Notification shall be made to Licensor within 24 hours of the Event. Minor property damage (i.e. broken chair, table, etc.) shall be reported to Licensor at the conclusion of the Event or no later than the following day. In the event of significant property damage or problem (broken pipe, sewer backup, fire, etc.), Licensor shall be contacted immediately utilizing the contacts named in this Agreement.
21. **Decorations:** ONLY removable adhesive shall be used to affix decorations to the Premises. "Removable Adhesive" shall be defined as products equal/similar to Elmer's Poster Tack, Scotch Poster Putty or Duck Poster Putty. No tape, pins, staples, or similar items shall be placed on the windows, walls or on any trim. No tacks, nails or other devices may be used to affix decorations to the Premises.
22. **Cleanup:** Licensee shall complete the After Event Cleanup of the Premises IMMEDIATELY after the Event has ended. The Premises shall be left in the same condition as found prior to the Event and failure to do so WILL result in the forfeiture of the Damage Deposit and/or an invoice being sent to Licensee for the cost of cleanup and damage to the Premises.

23. **After Event Cleanup:** The After Event Cleanup shall consist of the following activities:
- a. All tables and chairs shall be broken down, stacked on carriers, and returned to the storage room adjacent to the great room.
 - b. All items that were brought into the Premises by Licensee, its agents, employees, attendees and invitees that are not the property of Licensor shall promptly be removed from the Premises by Licensee.
 - c. All garbage, trash and debris, whether in cans or plastic bags, including the bathroom waste containers, shall be sorted and placed in the appropriate large trash containers (recyclable and regular trash) outside.
 - d. All food and beverages brought into the Premises by Licensee shall be removed from refrigerators, cabinets, stove, bar area and freezers.
 - e. Floors SHALL be swept, damp mopped and sanitized, including the kitchen, great room, hallways, bath rooms and bar porch.
 - f. Any cups/cans/bottles/cigarette butts that may have been left outside of or around the Premises shall be picked up and put in the trash cans.
 - g. Walls, doors, windows, bathrooms, furniture, stoves, ovens, refrigerators, and countertops, shall be cleaned and sanitized where required in order to leave the Premises in the same condition as it was prior to the Event.
 - h. Extreme care must be given to NOT drag furniture or any equipment across the wood floors. If the wood floor is scratched or marred, the cost of refinishing shall be deducted from the Damage Deposit and any balance or cost shall be invoiced to Licensee.
 - i. All lights shall be shut off.
 - j. The thermostat shall be returned to SCHED mode if changed.
 - k. Interior floor mats shall be returned to the interior of each entrance and not left outside.
 - l. Any and all decorations shall be removed from the Premises and surrounding area, including direction signs, balloons, banners, etc. upon completion of the Event.
 - m. Doors shall be locked and secured.
24. **Damage Deposit Return and/or Forfeiture:** The Non-Member Damage Deposit less any cleanup or damage costs as determined in the sole discretion of the authorized representative(s) of Licensor shall be returned to Licensee within thirty (30) days after the end of the Event.
- a. Should the damage exceed the amount of the Damage Deposit, Licensor will invoice Licensee within thirty (30) days if feasible and the amount owing shall be paid in full within thirty (30) days of the date

of the invoice. Should Licensor be required to incur legal or other collection expenses due to non-payment by Licensee, interest at prevailing rates, reasonable legal fees and costs will be added to the amount owed by Licensee as stated in the invoice.

- b. Licensee shall be required to sign an After Event Check Out form at the end of the Event that he/she has personally complied with the terms and conditions of this Agreement and leaves the Premises in good and orderly condition the same as prior to the Event.
- c. Reasons for loss or deduction from Damage Deposit include, but are not limited to:
 - i. Premises not thoroughly or properly cleaned, sanitized and/or secured.
 - ii. Recycling mixed with regular garbage.
 - iii. Damage to, or removal of, items belonging to Licensor from the Premises.
 - iv. Discharge of fire extinguisher (except in an emergency).
 - v. Kitchen sink/bathroom facilities clogged or not cleaned thoroughly.
 - vi. Stove, refrigerator counters, and/or oven soiled.
 - vii. Food or beverages left in the refrigerator or elsewhere on the Premises.
 - viii. Decorations not completely removed from the Premises or surrounding area.
 - ix. Cigarette butts or other trash left in parking area or area surrounding the Premises.
 - x. Violation of Brick Township noise ordinance resulting in a visit from Brick Police.

25. **Special Provisions:** The following section contains additional Terms and Conditions regarding use of Premises (must be initialed by Licensor):

- 26. **Governing Law:** This Agreement shall be enforced under the laws of the State of New Jersey.
- 27. **Default:** A breach or anticipated breach of any term of this Agreement shall be grounds for immediate termination and may involve forfeiture of any fees or deposits paid.
- 28. **Entire Agreement:** This Agreement contains the entire agreement between the parties with respect to its subject matter. By signing below, Licensee understands, acknowledges and agrees to abide by all of its terms and conditions.

Accepted and Agreed:

Licensee

Signature: _____

Printed Name: _____

Date: _____

Licensor

Signature: By _____

Printed Name: _____

Authorized Representative of Cedarcroft Club, Inc.

Date: _____

Emergency Contact List and Authorized Representatives of Licensor

Clubhouse Director:

Rory McCormick 732-239-8509

Rental Coordinator:

Carolyn Stein 201-787-0310

President:

Michael Nolan 732-216-7567

After Event Check-Out Form

- All tables and chairs have been broken down, stacked on carriers, and returned to the storage room adjacent to the great room.
- All items that were brought into the Premises by Licensee and are not the property of Licensor have been removed from the Premises.
- All garbage, trash and debris, whether in cans or plastic bags, including the bathroom waste containers, have been sorted through and placed in the appropriate large trash containers (recyclable and regular trash) outside.
- All food and beverages brought into the Premises by Licensee have been removed from refrigerators, cabinets, stoves, bar area and freezers.
- Floors have been swept, damp mopped and sanitized, including the kitchen, great room, hallways, bathrooms and bar porch.
- Any cups/cans/bottles/cigarette butts that may have been left outside of or around the Premises have been picked up and put in the trash by Licensee.
- The walls, doors, windows, bathrooms, furniture, stoves, ovens, refrigerators, and countertops have been cleaned, sanitized and left in the same condition as before the Event.
- No damage has occurred to the wood floors as a result of the Event.
- The lights have all been turned off.
- The thermostat has been returned to SCHED mode if changed.
- Interior floor mats have been returned to the interior of each entrance and not left outside.
- Any and all decorations have been removed from the Premises and surrounding area, including direction signs, balloons, banners etc.
- Doors have been locked and the Premises secured.

I certify that the above activities have been completed and there is no damage or injury to the Premises or persons except as reported to Licensor.

Licensee

Date and Time