

CEDARCROFT CLUB, INC.

347 Cedarcroft Drive

Brick, NJ 08724

RENTAL AGREEMENT - 2014

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 MAY be provided access to the Clubhouse prior to the rental period at the Licensor's discretion provided that the Club is not rented or used for another event.

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

	\$ Amount	Check # or cash	Date
Rental Fee			
Damage/Cleanup Deposit			
Side Yard Fee			
Miscellaneous Fee			
Total Due			
Deposit Held			
Deductions from deposit			Walk-Thru Date:
Total Returned			

- a. Rental Fee Payment Schedule.
 - i. Members: may book a rental at any time. Full Payment (Rental Fee and Damage/Cleanup Deposit) 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: 50% of Rental Fee is required to confirm a booking, with remainder (50% of Rental Fee and Damage/Cleanup Deposit) due no later than 30 calendar days prior to event. Failure to submit payment by this date may result in cancellation of booking.
- b. Fees may be paid by Cash or Check. Checks shall be made payable to Cedarcroft Club, Inc. with notation as "Rental".
- c. Cancellation Policy (in calendar days)
 - i. The Clubhouse Director, or his/her appointee must be notified 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 \$100.00
 - iv. Request to cancel received nine (9) days or less from the event date shall receive a refund of \$100.00.
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:** 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# _____
 - e. Agent Name(if applicable): _____
 - f. Agent Phone (if applicable): _____.
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. **Side Yard Use:** The rental of the Clubhouse does NOT include the use of the west facing Side Yard for temporary structures such as outdoor seating or party tents unless agreed in advance with Licensee and Side Yard fee has been paid.
11. **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 without being escorted by a Member of Cedarcroft Club, Inc. "Member" shall be defined as a resident/homeowner in Cedarcroft that is in good standing in accordance with the Cedarcroft Bylaws and is current on the annual dues in accordance with Cedarcroft Club Bylaws. (see Clause 15 below)
12. **Fireplace Use:** Under no circumstances is the fireplace to be used at any time. (see Clause 15 below)
13. **Gaming:** The Licensor does not represent any particular use or function or game/gaming can be conducted.

14. **Permits:** The Licensee is responsible for obtaining all necessary permits and licenses where required.
15. **Parking:** Licensee is responsible for guest parking and ensuring that guests do not block driveways or streets surrounding the Club property.
16. **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.
17. **Notification of Property Damage/Injury:** The Licensee shall promptly notify Licensors 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 Licensors at conclusion of event or following day. In the event of significant property damage or problem (broken pipe, sewer backup, fire, etc.) the Licensors shall be contacted immediately utilizing the contacts in Attachment 1 of this Agreement.
18. **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.
19. **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 and stacked along wall.
 - 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 and air conditioning. In the winter, turn the thermostat to 45° F.
 - 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.

If the Licensee has pre-arranged with the Licensors for clean-up to be executed on the day following an evening affair, it must be noted herein:

Date of clean-up: _____

Time for inspection: _____

20. **Damage/Cleanup Deposit Forfeiture:** The Clubhouse Director, 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

21. **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: _____

Attachment 1

Emergency Contact List

Clubhouse Director:

Rory McCormick

Cell - 732-239-8509

Rental Coordinator:

Barbara Petriello

Cell: 732-892-7964

President:

Michael Nolan

Home – 732-899-6108

Cell – 732-216-7567

Vice President:

Phill Ridgeway

Home – 732-903-8788

Attachment 2

Recycling Requirements

The Cedarcroft Club works closely with the Brick Township Public Works Department in adhering to the rules of the Township's ***Single Stream Recycling Program***. We require all Licensees to do the same.

Brick Township's *Single Stream Recycling Program*

- Recycling container with a lid-no larger than 30 gal and maximum 35 lbs. when full.

The following items can now be placed in the same container with a lid.

- Cardboard, newspaper, magazines, computer paper, empty brown paper bags, school papers, (oversized cardboard broken down and placed separately at the curb)
 - do not bundle or tie paper
 - shredded paper-place in brown paper bag and put in container
- Glass
- Aerosol cans-must be empty-remove tops
- Aluminum cans
- Tin cans
- Glass bottles
- Plastic
- Plastic bottles-the neck of the container must be smaller than the body of the container-(milk, soda, detergent and shampoo)-NO automotive or pool products.

Non Recyclable Items

- Cereal boxes, pizza boxes, plastic bags, paper plates or trash
- Butter and salad tubs
- Ceramic dishes
- Window glass
- Light bulbs
- Drinking glasses
- Automotive product containers
- 5 gallon water jugs