

Hills Village North Master Association

CLUBHOUSE RENTAL AGREEMENT

This Agreement for the use of the Hills Village North Master Association Clubhouse, dated this _____ day of _____, 20____, between The Hills Village North Master Association (herein referred to as the "Association") and _____ (herein referred to as the "Member") residing at _____.

Phone Number: _____ Email Address: _____

The Member has requested from the Association to utilize all or a portion of the Clubhouse for a social gathering to be conducted by the Member on:

Month: _____ **Day:** _____ **Year:** _____, **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 Committee and the Board of Trustees.
2. **The Clubhouse must be vacated no later than midnight.**
3. The Clubhouse shall be left in a clean condition. Such cleaning shall be the responsibility of the Member requested use of the facility and shall include, but not be limited to: vacuuming, general cleanup, wiping off counter tops, sweeping the floor, washing of the floor and cleaning the bathrooms. The furniture near the fireplace, as well as the folding tables and chairs, are available for use. However, all items must be returned to their original location. All debris and garbage must be collected and removed from the Clubhouse grounds and premises. **Please note, the Clubhouse must be cleaned immediately following the Member's function.**
4. Prior to the commencement of the Member's function, he/she must contact Management to obtain the rental keys. The Clubhouse will be inspected prior to and after the Member's function.
5. The Member is responsible for returning the Clubhouse keys to Management within 24 hours of the Member's function. If the key is not returned within this timeframe, the Member's security deposit will be forfeited.
6. Upon receipt of the key, Management will re-inspect the Clubhouse to note any damage.
7. The Member shall be personally held responsible for any damage caused to the facility not previously noted on the inspection conducted prior to the Member's private function. Any damage caused to the facility will result in forfeiture of the entire deposit.
8. **In addition to this application, the Member must submit the following:**
 - a. Two checks made payable to "The Hills Village North Master Association" (or HVNMA) for the **Rental Fee: \$150.00** and the **Rental Refundable Deposit: \$250.00**. Please note

that these checks will be deposited immediately upon receipt of the completed application. The security deposit shall be returned to the Member approximately one (1) month from the date of the rental event providing that the Clubhouse keys are returned with 24 hours following the function and that there is no damage caused to the Clubhouse facility. In the event of damage to the Clubhouse, the cost of repair or replacement shall be taken from the \$250.00 deposit, while the unused portion will be returned to the Member. In the event that the cost of repair or replacement shall exceed the sum of the \$250.00 rental deposit, or if any repair or replacement is unpaid by the Member, the unpaid cost of such repair or replacement shall constitute a lien on the Member's property, and may be collected as set forth in the Association's bylaws.

- b. A **Certificate of Insurance** from your Homeowner's insurance provider covering no less than \$300,000 of property and liability coverage must also be included with the rental application, fee and refundable deposit. In the event your coverage is less than the required amount, Special Event Insurance can be acquired for the date of your event. The Hills Village North Master Association must be listed as an additional insured for the date of the Member's function:

The Hills Village North Master Association
25 Artillery Park Road
Bedminster, NJ 07921

9. All attendees of the Member's function shall park in the Clubhouse parking area only. If the function is held during a time when the pool area is open, parking is permitted along Artillery Road. Under NO circumstance shall any quests be permitted to park in front of a homeowner's driveway or fire hydrant.
10. 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 insure they are closed and locked, as well as turn off all lights.**
11. The Member shall be responsible for ensuring that the grounds surrounding the Clubhouse are free of litter or refuse created as result of their function.
12. The Member agrees to permit no more than 100 persons to attend their function.
13. Use of the pool and its surrounding deck is strictly prohibited.
14. Use of the fireplace is permitted, however, only wax-type logs may be used (ie Duraflame). The Member shall clean the fireplace following its use.
15. The Member is prohibited from attaching anything to the interior walls of the Clubhouse; decorations are NOT permitted. There must not be anything taped, stapled, nailed or tacked to the walls of the Clubhouse.
16. The Member may invite non-residents of the Hills Village North Master Association as quest. The Member will be responsible for ensuring that the quests conduct themselves properly and in a manner that will not disturb the use of the other Association facilities/common elements by other residents / resident's guests of the Hills Village North Master Association. A guest is considered anyone whom the Member allows to enter the Clubhouse during his/her use of the Clubhouse.

17. The Member will NOT use the Clubhouse for any purpose or activity prohibited by Law.
18. 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. All loud music and other disturbances shall cease at 10:00pm in accordance with the Bedminster Township noise ordinance.
19. 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.
20. The Parties have indicated their acceptance of the terms contained above by signing this Agreement and certifying they are unit owners.
21. Hills Village North Master Association functions shall have preference over private homeowner functions.
22. If the Clubhouse is to be used for a children's party (18 years of age or younger) there shall be one (1) adult per ten (10) children in attendance.
23. **The Clubhouse is a smoke-free facility. This includes cigarettes, cigars, pipes, etc.**
24. The Member agrees to indemnify, defend and hold harmless the Association from any liability as the result of the Members 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.
25. All parties are subject to the approval of the Clubhouse Committee and the Hills Village North Master Association's Board of Trustees. The Association reserves the right to terminate any rental which, in sole judgment of the Association is inappropriate or results in unlawful conduct or activities which violate the rules and regulations of the Association.
26. No food or beverages are allowed on the stage area
27. Absolutely no cooking or barbeques are permitted onsite or surrounding areas. Gas or electric ovens for reheating food are prohibited. Allowable items include hot plates, sternos, coffee pots and small microwave ovens. Kegs are prohibited. Bottles and cans are permitted, but all recyclables must be removed from the premises by the Member after their event is finished.
28. No pets are allowed in the Clubhouse
29. The Member shall abide by these terms, as well as personally indemnify and hold harmless the Association for any damage caused, by signing the indemnification clause on page six (6) of this Agreement.

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Indemnification Clause

I, _____, agree to personally indemnify and hold harmless the Hills Village North Master Association from all damage, injury and liability caused or resulting from my use and/or my guest's use of the Clubhouse facility. I have fully read and understand and agree to abide by all of the Rules and Regulations established by the governing body, a copy of which is acknowledged, and I will ensure that my guests abide by those rules and Regulations. I understand that any damage noted on a pre-usage walk-thorough shall be deemed to have been caused solely by myself or my guests use of the facility and that I shall 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 two hundred fifty (\$250.00) deposit previously given shall be used to cover the cost of damage if there is any damage to the Clubhouse caused during my function 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: _____