

WHITING STATION AT CRESTWOOD HOMEOWNERS ASSOCIATION
STATION HALL BALLROOM RENTAL AGREEMENT

This Rental Agreement (hereinafter referred to as the "Agreement") is entered into by and between the **WHITING STATION AT CRESTWOOD HOMEOWNERS ASSOCIATION, INC.** (hereinafter referred to as the "**Association**") and _____, a member, hereinafter
(type or print name)

(referred to as the "**Lessee**") for rental of the Station Hall Ballroom (hereinafter referred to as the "**Ballroom**") for the use of Lessee and Lessee's guests.

In consideration for, and as a material condition for rental of the Ballroom, the Association and the Lessee agree as follows:

1. Lessee reserves the Ballroom for rental on the following date and time:
_____ beginning at _____ M.

The rental is for a maximum of five (5) hours, including set-up and clean-up. Rental is subject to availability and to the restrictions set forth in this Agreement.

2. A security deposit of \$200.00 is required and the non-refundable fee for rental is \$250.00. Lessee must submit two checks (*\$250.00 Rental / \$200.00 Security Deposit*), together with a signed copy of this Agreement, to the Association at least 60 days prior to the rental date(s). Checks shall be made payable to: "WHITING STATION AT CRESTWOOD HOMEOWNERS ASSOCIATION". If a check is returned by the bank for insufficient funds, the reservation will automatically be void and the Lessee will reimburse the Association for any bank charges incurred. There is no charge for the use of Station Hall for a funeral repast for a Resident.

3. If the Lessee cancels any prospective rental before the time of the prospective rental, the full deposit shall be refunded to the Lessee, less any bank charges for any returned deposit check. The balance of each deposit will be returned within 30 days after the post-event inspection.

4. The Ballroom may only be rented for non-commercial purposes. No sales, solicitations or other profit generating activities are permitted under any circumstances.

5. Immediately following the rental, the Lessee shall clean and return the Ballroom to the condition that it was immediately prior to the rental. Such clean-up includes vacuuming carpet, cleaning up of all spills, washing tile floors and countertops in the kitchen, cleaning of coffee pots, and removal of all food.

6. The post-event inspection will occur prior to the next rental and not later than the day following the rental unless a member of the Association is not available within such period, in which event, the post-event inspection will occur on such subsequent date thereafter as an Association member is available to conduct the inspection. If clean-up is not completed by the next business day, the security deposit will be forfeited and the Lessee will be responsible for any additional cleanup costs or repairs incurred by the Association.

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7. Individuals under the age of 18 must be accompanied by an adult in the Ballroom. If alcohol is served, Lessee assumes any and all responsibility for same and shall hold the members, officers and directors of the Association harmless from any and all damages and/or liability which may incur from the service and/or consumption of alcohol by the Lessee and/or the Lessee's agents, servants, and guests. This hold-harmless provision shall include, but not be limited to, injuries which are related to personal bodily injury and/or property damage. The Lessee, not the Association, is responsible for the conduct of his or her guests, agents, servants and invitees; however, the Association may immediately terminate the rental, require the Ballroom to be vacated and/or immediately cleaned, and impose forfeiture of the deposit and seek any other remedies set forth in this Agreement if the Lessee violates the terms of this paragraph, if the Lessee and/or any of his or her guests, agents, servants, or invitees engages in theft, damage or destruction to the Ballroom or any other Association property, or the property of any individual homeowner, or if the Lessee and/or any of his or her guests, agents, servants, or invitees create a nuisance.

8. The Ballroom has a capacity of 150 persons. No private function in the Ballroom can exceed 150 people. Full responsibility for any penalties for violation of such requirement will fall upon the Lessee and the Lessee shall indemnify, defend and hold the Association harmless for any penalty assessed or damage which occurs as a result of any such violation.

9. All private Ballroom functions must end by 11 P.M.

10. Lessee will make reasonable efforts to ensure that he or she and his or her guests, agents, servants, and invitees are considerate of the neighbors and that noise is kept to a reasonable level. **Failure to comply will result in forfeiture of security deposit.**

11. The Ballroom cannot be rented for private parties on Thanksgiving, Christmas, New Year's Eve, New Year's Day, Easter, Fourth of July, Memorial Day, St Patrick's Day, Labor Day, or Super Bowl Sunday.

12. Rental of the Ballroom does not include the use of activity rooms, pool or pool area. **Rental is restricted to Ballroom, kitchen and restrooms.**

13. Station Hall restrooms may be used by other clubhouse patrons during the time of the rental; the restrooms are not for the exclusive use of the Lessee and his or her guests.

14. Lessee understands that rental of the Ballroom is merely an accommodation to members of the Association. A material breach by Lessee of the terms of this Agreement shall be grounds for the Association to suspend or terminate at its option the right of the Lessee to future rentals. Only members of the Association whose fees are current shall be entitled to rent the Ballroom. Neither the Association, nor any

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member, officer, or director thereof, shall be liable if Station Hall, or any portion thereof, is not usable for use by a Lessee, or if any equipment, unit, facility, or appliance in Station Hall is not functioning properly on the date(s) reserved. In the event Station Hall is unavailable or materially unusable, the Lessee shall have the option of canceling the reservation and vacating Station Hall (if being used), in which event the full deposit shall be returned to the Lessee, less any amount which may be withheld under the terms of this Agreement.

15. Lessee shall hold the members, officers and directors of the Association harmless from any and all damages and/or liability which may incur from the conduct and/or activities of the Lessee and/or the Lessee's agents, servants, and guests. This hold-harmless provision shall include, but not be limited to, injuries which are related to personal bodily injury and/or property damage. Lessee agrees to assume all risk for any materials, goods, equipment, etc. placed in the Ballroom during the entire time said materials, goods equipment, etc. are in the Ballroom.

16. Lessee warrants, represents and agrees that Lessee has valid personal homeowner's liability coverage including host liquor liability coverage, and if requested, Lessee shall provide proof of such coverage to the Association, and shall name the Association as additional insured, prior to the date for the rental. Failure to adhere to such request, will permit the Association to cancel this Agreement and deny rental upon return of executed rental agreement. In addition, if requested, any off-site catering service shall be likewise required to provide proof of insurance and a certificate naming the aforesaid parties as additional insureds.

17. Lessee is responsible for any loss or damage to Station Hall or other Association property that occurs during the rental of the Ballroom. The cost of repair or replacement of any such loss or damage shall be deducted from the security deposit. Lessee shall be responsible for reimbursement of any cost of repair or replacement of any such loss or damage, the cost of door lock replacement and/or the cleanup cost incurred by the Association which separately or collectively exceeds the amount of the security deposit. In addition to all other remedies available to the Association, if prompt reimbursement is not made to the Association for any costs incurred for repair, replacement and/or cleanup, Lessee's right to future rentals will be suspended or terminated at the option of the Association.

18. Station Hall may only be rented by an individual who is actually using it for the particular function stated on the rental agreement. Neither the Association member nor his/her authorized user may rent on behalf of a third party who will be the actual user unless agreed in writing by the Board of Trustees.

19. The Lessee agrees to be on the premises at all times during authorized use.

20. LESSEE and/or USER RESPONSIBILITIES:

a. The Lessee and/or user shall be solely responsible for thorough

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clean-up after use of Station Hall and agrees to leave the Ballroom in the same condition as he/she found it. All trash must be disposed of in trash bags, to be supplied by the Lessee, outside of the exterior kitchen door.

- b. No animals are permitted in Station Hall.
- c. No smoking is permitted in Station Hall.
- d. Cooking is NOT permitted. Stoves, ovens and microwaves may be used only for re-warming food prepared off-site. The coffee and hot water urns may be used.
- e. Thermostats may not be adjusted.
- f. All tablecloths, dishes, plates, tableware, napkins, cups and glasses must be supplied by Lessee. Additional ice may also be supplied.
- g. The stage, piano and TV cannot be used during the rental. The only use of the stage may be by a DJ or band.
- h. Ballroom tables shall not be moved or rearranged. Lessee is responsible for any chips/cracks to the tables, including glass tabletops.
- i. No candles can be used at any time.
- j. No outside barbeque grills can be used.
- k. No Lessee or user will permit persons under the age of 18 to use or occupy the Ballroom without a suitable number of persons twenty-one (21) years or older.
- l. All functions shall be concluded no later than 11 P.M. Station Hall must be cleaned and vacated with all exterior doors and windows closed and locked.
- m. All State, County and Township codes must be adhered to with regard to music. Music shall be played at a volume that avoids disturbance to residents. **If a noise disturbance results in any police warnings, the Lessee and/or User will forfeit the security deposit.**
- n. No **Helium** Balloons are permitted.

21. The Association may institute suit against Lessee in a New Jersey state court of competent jurisdiction in Ocean County for breach of this Agreement, including, without limitation, failure of the Lessee to reimburse the Association for any costs incurred for repair, replacement and/or cleanup and/or failure of the Lessee to comply with the hold-harmless provisions. If the Association prevails in such action, in addition to other damages, Lessee will be liable for the Association's costs of suit and reasonable attorney's fees. Such fees shall be collected from the lessee in the same manner as provided in the governing documents for the collection of delinquent assessments.

22. In the event that any covenant, condition, or other provision in this Agreement is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair, or invalidate any other covenant, condition, or provision contained in this Agreement. If such covenants, condition, or other provision is held invalid due to its scope or breadth, such covenant, condition, or other provision shall be deemed valid to the extent of the scope or breadth permitted by law.

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*LESSEE _____ DATE _____
(Sign and Print Name)

ADDRESS _____

WHITING STATION AT CRESTWOOD HOMEOWNERS ASSOCIATION, INC.

BY: _____ DATE _____
(Sign and Print Name of Association Agent)

Please issue 2 checks to: Whiting Station HOA:

1. Rental Check # _____ (\$250.00)
2. Security Check # _____ (\$200.00)

*RETURN THIS CONTRACT ALONG WITH BOTH CHECKS TO WHITING STATION
HOA OFFICE*

1. Mail Security Deposit refund in the amount of \$200.00 to Lessee _____

2. Please shred Security Deposit _____

Date: _____ Check No. _____

Received by: Resident's Signature _____