

**WEYBRIDGE PLACE CLUBHOUSE  
RENTAL AGREEMENT**

**This Rental Agreement** (hereinafter referred to as the "Agreement") is entered into by and between the **Weybridge Place Homeowner's Association** (hereinafter referred to as the "**Association**") and

(Type or print name)

(Hereinafter referred to as the "**Lessee**") for rental of the Weybridge Place Clubhouse, (hereinafter referred to as the "**Clubhouse**") for the use of Lessee and Lessee's guests.

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

1. Lessee reserves the Clubhouse for rental on \_\_\_\_\_, **2003** during the hours of \_\_\_\_\_ **M** and \_\_\_\_\_ **M**. Rental is subject to availability and to the restrictions set forth in this Agreement. In the event the clubhouse rental is requested by a tenant, both the Owner of the unit and the tenant shall be required to sign this agreement as the Lessee.
2. **A deposit of \$160.00 per day (two checks - \$75.00 Rental / \$85.00 Deposit)** from the Lessee, together with a signed copy of this Agreement, shall be received by the Weybridge Place Recreation committee **c/o** \_\_\_\_\_ at least 14 days prior to the rental dates(s). Checks shall be made payable to "**WEYBRIDGE PLACE RECREATION COMMITTEE**" (hereinafter referred to as the "**Committee**"). If a deposit check is returned by the bank for insufficient funds, the reservation will automatically be void and the Lessee will reimburse the Committee for any bank charges incurred.
3. A daily rental fee of \$75.00 will be deducted from each deposit, however, if the Lessee cancels any respective daily rental before the time of the respective 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 Clubhouse 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 Clubhouse to the condition that it was in immediately prior to the rental. Such cleanup includes, but is not limited to: cleaning the stove/oven, microwave and refrigerator, if used; vacuuming the floor; taking all garbage and trash to the dumpster, replacing plastic bags in the garbage cans and placing all furniture in the original positions. Lessee shall follow any and all cleaning procedures and guidelines set forth on any attachments to this Agreement.
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 Committee is not available within such period, in which event, the post-event inspection will occur on such subsequent date thereafter as a committee member is available to conduct the inspection. If cleanup is not completed by the completion of the post-event inspection, the security deposit will be forfeited and the Lessee will be responsible for any excess cleanup costs incurred by the Association.
7. **THE USE OF THE FIREPLACE IS STRICTLY PROHIBITED.**
8. The clubhouse key must be returned by the Lessee at the post-event inspection. The Lessee will be responsible for all costs incurred by the Association to replace the Clubhouse door locks if the Lessee fails to return the key at that time. The Lessee shall make or cause to be made any duplicate of the key.

9. Individuals under the age of 18 must be accompanied by an adult in the Clubhouse. NO ALCOHOLIC BEVERAGES ARE PERMITTED TO BE SERVED TO ANYONE UNDER TWENTY-ONE YEARS OF AGE. The Lessee, not the Association, is responsible for the conduct of his or her guests, agents, servants and invitees; however, the Association or the Committee may immediately terminate the rental, require the Clubhouse to be vacated and/or immediately cleaned, and impose forfeiture of the deposit and seek any other remedies set forth in the 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 Clubhouse 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.
10. By order of the Hillsborough Fire Department, no private function in the Clubhouse can exceed 49 people. Full responsibility for any penalties for violation of such order 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.
11. All Clubhouse functions must end by 11:00 p.m., this is in accordance with the Hillsborough Noise Ordinance. Cleanup only is permitted between 11:00 p.m. and 12:00 a.m.
12. 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.
13. The Clubhouse cannot be rented for private parties on New Year's Eve.
14. Rental of the Clubhouse does not include the use of the pool facilities by any participants including but not limited to the Lessee, his guests, agents, servants, or invitees during the time period of the event.
15. Clubhouse restrooms may be used by pool patrons during the time of the rental; the restrooms are not for the exclusive use of the Lessee and his or her guests.
16. Lessee understands that rental of the Clubhouse 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 Clubhouse. Neither the Association, nor any members, officer, or director thereof, shall be liable if the Clubhouse, or any portion thereof, is not usable for use by a Lessee, or if any equipment, unit, facility, or appliance in the Clubhouse is not functioning properly on the date(s) reserved. In the event the Clubhouse is unavailable or materially unusable, the Lessee shall have the option of canceling the reservation and vacating the Clubhouse (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.
17. 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 guest. 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 Clubhouse during the entire time said materials, goods, equipment, etc. are in the Clubhouse.

18. Lessee warrants, represents and agrees that Lessee has valid personal homeowner's liability coverage and Lessee shall provide proof of such coverage to the Association prior to the date for the rental. Failure to provide proof will permit the Association to cancel this Agreement and deny rental upon return of executed rental agreement.
  
19. Lessee is responsible for any loss or damage to the Clubhouse or other Association property that occurs during the rental of the Clubhouse. 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.
  
20. The Association may institute suit against Lessee in a New Jersey state court of competent jurisdiction in Somerset 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.
  
21. 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.

\* LESSEE \_\_\_\_\_ DATE \_\_\_\_\_, 2003  
 (Print and Sign Name)

ADDRESS \_\_\_\_\_

PHONE \_\_\_\_\_

WEYBRIDGE PLACE HOMEOWNER'S ASSOCIATION

\* BY: \_\_\_\_\_ DATE \_\_\_\_\_, 2003  
 (Sign and Print Name of Committee Member)

\* OWNER MUST ALSO SIGN IF LESSEE IS A TENANT

\_\_\_\_\_ DATE \_\_\_\_\_, 2003  
 Owner (Print and Sign Name)