

LAKE WALLKILL COMMUNITY INC. CLUBHOUSE Rental AGREEMENT

This Rental Agreement (this "Rental") is dated _____, by and between Lake Wallkill Community INC ("Landlord"), and _____ ("Tenant"). Subject to the terms and conditions stated below the parties agree as follows:

Note: Tenants Must be Members of Lake Wallkill Community INC in Good Standing.

1. PREMISES. Landlord, in consideration of the rental payments provided in this Rental Agreement, rents

to Tenant the following: Lake Wallkill Clubhouse (the "Premises") located at 1 Clubhouse Square, Vernon, New Jersey 07461. The Rental covers the Front Porch, Lobby, Main Hall and Back Porch. No other portion of the building (hereinafter, the Building), wherein the Premises is located is included unless expressly provided for in this Agreement. Areas outside the Clubhouse including Play Ground, Horseshoe pits, Basketball Courts, Tennis Courts and Ballfield can be used on a non-exclusive basis.

2. TERM. The rental term will begin on _____ ("Commencement Date") and will terminate the same day based on the number of hours rented. This rental will be for ____ hours between the hours of _____ and _____.

Tenant shall have a 2 hour period prior to their rental to set-up the facility for their event. Tenant shall have a 2 hour period after their event to clean the facility and return it to original condition. The Set-up and Clean-up times are covered in the rental price. These should normally be scheduled immediately before and after the event. If these time periods are not immediately before and after the event, the Tenant must get permission from the Clubhouse Rental Coordinator to be sure there are no conflicts for the space.

Note: Event must be scheduled within the Operational hours : 8AM – 11PM. Set-up and Clean-up may occur outside the Operational Hours.

3. MANAGEMENT. The Tenant is hereby notified that Lake Wallkill Community INC is the property manager in charge of the Property. Should the tenant have any issues or concerns the Tenant may contact Lake Wallkill Community INC at 5 Lakeside Drive, Sussex, New Jersey 07461, (973) 875-5620.

Lake Wallkill uses a volunteer Clubhouse Rental Coordinator to assist with bookings and answer any Tenant questions. The Clubhouse Rental Coordinator is:

Name: _____

Phone: _____

E-Mail: _____

4. RENTAL PAYMENTS. "Rent" shall mean all monetary obligations of Tenant to Landlord under the terms of this Agreement, except the Security Deposit.

(a) Tenant shall pay to Landlord rent payments of \$50 per Hour or \$150.00 for a 4 Hour Event, payable with this signed Rental Agreement. Rental Fees are refundable up to 14 days prior to the scheduled event with written notice from the Tenant that the agreement should be cancelled. Any cancellation inside 14 days prior to the event, the rental fees shall be forfeited, the security deposit shall be returned.

(b) Rent shall be paid by the following method(s):

Cash
Personal Check

5. SECURITY DEPOSIT. At the time of the signing of this rental agreement, Tenant shall pay to Landlord, in trust, a security deposit of \$50.00 to be held and disbursed for Tenant damages to the Premises or other defaults under this Agreement (if any) as provided by law.

In the event damages are caused by direct action of the Tenant or their guest that exceeds the \$50.00 Security Deposit, the Tenant, A member of lake Wallkill Community INC shall be liable for the cost of repairs and shall pay such amount when billed. Repair costs will be billed to the Member's account with Lake Wallkill and in not paid timely, shall be subject to all late fees and collection actions approved by the Management Committee of Lake Wallkill.

6. POSSESSION. Tenant shall be entitled to possession on the day of rental, and shall yield possession to Landlord once Clean-up is completed, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

Tenant must take care that Premises are locked when they are not present. Any damage that occurs to the Premises if they are left unlocked during their possession shall be the responsibility of the Tenant.

7. USE OF PREMISES/ABSENCES. Tenant shall occupy and use the Premises as an event facility for their private function. At all times during the duration of their rental one or more of the tenants MUST be present on the Premises.

No retail, commercial or professional use of the Premises is allowed unless the Tenant receives prior written consent of the Landlord and such use conforms to applicable zoning laws and Lake Wallkill By-Laws and Rules & Regulations. In such case, Landlord may require Tenant obtain liability insurance for the benefit of Landlord. Landlord reserves the right to refuse to consent to such use in its sole and absolute discretion.

The failure to abide by the provisions of this section shall constitute a material breach of this Agreement and is a just cause for eviction and/or cancellation of the Rental.

8. BY-LAWS / RULES & REGULATIONS. Tenant/Member should acquaint themselves with the By-Laws and Rules & Regulations as they pertain to their use of the Community Clubhouse. Specific attention should be paid to the prohibition of Intoxicating Substances to be used on Community property. This includes the prohibition of use of Alcoholic Beverages or other intoxicating substances in the Clubhouse rented for any private function.

9. OCCUPANTS/GUESTS. No more than 100 person(s) may use the Premises unless the prior written consent of the Landlord is obtained. Note: this is the maximum occupancy dictated by the Vernon Township Fire Marshall.

This Rental Agreement and occupancy of the premises is binding, individually and severally, on each person(s) specifically named and who signs this Rental Agreement, regardless of the named person's occupancy of the Premises.

Any and all guests of the Tenant/Member, to the extent they are Owners, Members or Residents of Lake Wallkill Community, must, like the tenant, be Members In Good Standing . No person (s) who own or reside at a property in Lake Wallkill, that have their Membership Suspended, shall be invited or attend an event of the tenant at the Clubhouse contrary to the By-Laws and Rules & Regulations. If in doubt, it is the tenants responsibility to inquire with Lake Wallkill Community as to the member status of their list of invitees. Any violation of this provision can subject the Tenant/Member to penalties up to and including suspension of Membership privileges.

10. KEYS. Tenant will be given 1 key(s) to the Premises. If all keys are not returned to Landlord following termination of the Rental Agreement, Tenant shall be charged \$10.00. Tenant is not permitted to change any lock or place additional locking devices on any door or window of the Premises without Landlord's approval prior to installation. If allowed, Tenant must provide Landlord with keys to any changed lock immediately upon installation.

11. LOCKOUT. If Tenant becomes locked out of the Premises, Tenant will be charged \$0.00 to regain entry.

12. STORAGE. Storage is permitted as follows: tenant shall be entitled to store items of personal property in Storage Closet on Back Porch and the Refrigerator in Lobby during the term of this Rental. The right to storage space is included in the Rent charged pursuant to "Rent Payments." Tenant shall store only personal property Tenant owns to be used for their event, and shall not store property claimed by another or in which another has any right, title or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, hazardous waste or other inherently dangerous material, or illegal substances. Landlord shall not be liable for loss of, or damage to, any stored items.

Any items remaining after Possession of the Premises is returned to Lake Wallkill are subject to disposal. If there is cost involved to remove and dispose, such costs shall be deducted from the Security Deposit and if necessary billed to the Tenant/Member.

13. PARKING. Parking is permitted as follows: tenant shall be entitled to use of available parking space(s) for the parking of motor vehicle(s). The parking space(s) provided are identified as Clubhouse Parking lot (Front) and Grass Parking Area around Clubhouse. The right to parking is included in the Rent charged pursuant to "Rent Payments." Parking space(s) are to be used for parking properly licensed and operable motor vehicles, except for trailers, boats, campers, or trucks. Tenant shall park in assigned space(s) only. Parking space(s) shall be kept clean at all times. Vehicles leaking oil, gas, or other motor vehicle fluids shall not be parked on the Premises. Mechanical work or storage of inoperable vehicles is not permitted in parking space(s) or elsewhere on the Premises.

The Tenant shall advise the Landlord of any planned use of busses for their event so that appropriate parking can be arranged.

The Landlord is not responsible for vehicles or their contents parked on the Landlord Premises.

14. MAINTENANCE. Landlord shall have the responsibility to maintain the Premises in reasonably good repair at all times and perform all repairs reasonably necessary to satisfy any implied warranty of use except that Tenant will be responsible for: Return the facility to "Broom Clean" condition

Any emergency repair requests should be made to the Clubhouse Rental Coordinator on the day of the event. All reasonable efforts will be made to repair any defect timely.

15. UTILITIES AND SERVICES. Landlord shall be responsible for all utilities and services incurred in connection with the Premises.

16. NON-SUFFICIENT FUNDS. Tenant shall be charged \$30.00 as reimbursement of the expenses incurred by Landlord for each check that is returned to Landlord for lack of sufficient funds. All charges will be immediately due from Tenant and failure to make immediate payment will constitute a default under the terms of this Rental Agreement

17. DEFAULTS. Tenant shall be in default of this Rental Agreement if Tenant fails to fulfill any Rental Agreement obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 5 days (or any other obligation) after written notice of such default is provided by Landlord to Tenant, Landlord may elect to cure such default and the cost of such action shall be added to Tenant's financial obligations under this Rental.

18. USABILITY. Tenant has inspected the Premises and fixtures (or has had the Premises inspected on behalf of Tenant), and acknowledges that the Premises are in a reasonable and acceptable condition of usability for their intended use, and the agreed rent payments are fair and reasonable. If the condition changes so that, in Tenant's opinion, the usability and rental value of the Premises are adversely affected, Tenant shall promptly provide reasonable notice to Landlord.

22. CUMULATIVE RIGHTS. The rights of the parties under this Rental are cumulative, and shall not be construed as exclusive unless otherwise required by law.

23. REMODELING, STRUCTURAL IMPROVEMENTS, DECORATIONS. Tenant is NOT allowed to conduct construction or remodeling of the Premises. Any decorations should be installed in a manner that does not cause damage to the Premises including but not limited to nail and staple holes. At the conclusion of the event all decorations and installation methods (tape, etc) shall be completely removed.

24. ACCESS BY LANDLORD TO PREMISES. Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the facility to prospective tenants or workers. Landlord will provide reasonable notice of its intention to enter the Premises.

Landlord shall have the right to "inspect" the Premises, without notice, prior to, during and after the Tenant event. The primary purpose is to be sure the terms of the Rental Agreement and the Rules & Regulations are being followed.

25. INDEMNITY REGARDING USE OF PREMISES. To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Premises, except Landlord's act or negligence. Tenant hereby expressly releases Landlord and/or Agent from any and all liability for loss or damage to Tenant's property or effects whether in the Premises, storerooms or any other location in or about the Premises, arising out of any cause whatsoever, including but not limited to rain, plumbing leakage, fire or theft, except in the case that such damage has been adjudged to be the result of the gross negligence of Landlord, Landlord's employees, heirs, successors, assignees and/or Agents.

26. DANGEROUS MATERIALS. Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

Tenant may provide and use a propane fired gas or charcoal grill that **MUST** be located outdoors adjacent to the Clubhouse at a distance that will minimize the chance of fire.

27. COMPLIANCE WITH REGULATIONS. Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters.

28. MECHANICS LIENS. Neither Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Rental Agreement constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the premises free of all liens resulting from delivery of goods or services done by or for the Tenant.

29. ASSIGNABILITY/SUBLETTING. Tenant may not assign or sub-rent any interest in the Premises, nor assign, mortgage or pledge this Rental Agreement. This is a blanket prohibition, meaning no replacement tenant(s) will be permitted and no additional tenant or occupant will be allowed in the Premises. This prohibition applies to each and every term of this Rental Agreement in regard to space rented to Tenant. Any waiver of this prohibition must be secured from the Landlord in writing, and the consent of which Landlord may withhold in its sole and absolute discretion.

30. NOTICE. Notices under this Rental Agreement shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, or E-Mail addressed to the party at the appropriate address set forth below. Such addresses may be changed from time to time by either party by providing notice as set forth below. Notices mailed in accordance with these provisions shall be deemed received on the third day after posting.

LANDLORD:

Lake Wallkill Community INC
5 Lakeside Drive
Sussex, New Jersey 07461

INFO@LakeWalkill.com

CLUBHOUSE RENTAL COORDINATOR:

Name: _____

E-Mail: _____

TENANT:

Name: _____

Address: _____

E-MAIL: _____

Such addresses may be changed from time to time by either party by providing notice as set forth above.

31. GOVERNING LAW. This Rental Agreement shall be construed in accordance with the laws of the State of New Jersey.

32. ENTIRE AGREEMENT/AMENDMENT. This Rental Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Rental Agreement. This Rental Agreement may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

33. SEVERABILITY; WAIVER. If any portion of this Rental Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Rental Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The failure of either party to enforce any provisions of this Rental Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Rental Agreement.

34. TIME OF ESSENCE. Time is of the essence with respect to the execution of this Rental Agreement.

35. BINDING EFFECT. The provisions of this Rental Agreement shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

40. DISPUTE RESOLUTION. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the Lake Wallkill Community Alternative Dispute Resolution (ADR) procedure.

I understand & agree this is a legal representation of my signature:

Landlord:

Lake Wallkill Community INC.

Signature of Representative: _____

Printed Name: _____

Tenant:

Signature of Tenant (1): _____

Printed Name: _____

Signature of Tenant (2): _____

Printed Name: _____

Signature of Tenant (3): _____

Printed Name: _____