

The Hampton Club Condominium Association Clubhouse Release Agreement

This agreement is for the use of the clubhouse, between The Hampton Club Condominium Association, hereafter referred to as the “Lessor” and _____, hereafter referred to as the “Lessee”.

The following articles shall govern the rental of The Hampton Club Condominium Association, Inc. henceforth referred to as the “Clubhouse”,

1. The paid deposit shall be returned to the Lessee provided there is no damage caused to the clubhouse facility, grounds or parking lot of the aforesaid. In the event of damage to the clubhouse, grounds or parking lot, the cost of the repair or replacement shall be taken from said deposit and the unused portion thereof, if any, shall be returned to the Lessee. In the event that the cost of the repair or replacement exceeds the amount of the security deposit than the lessee shall, within 48 hours of the receipt of the bill for repairs, pay said bill to the Homeowners Association in full. Failure to pay said bill in accordance with this paragraph shall enable the Association to proceed to secure said sums through lawful means.
2. If the Lessor deems it necessary to take action for the recovery of funds from the Lessee to pay for damages incurred under the terms of this contract, the Lessee will be held liable for all reasonable legal fees incurred by the Lessor.
3. **THE LESSEE SHALL PRESENT, TO THE ASSOCIATION AND/OR ITS MANAGING AGENT, A CURRENT INSURANCE CERTIFICATE SHOWING PROOF OF HOMEOWNERS/RENTERS INSURANCE WITH PERSONAL LIABILITY NOT LESS THAN \$300,000.**
4. The Lessee, by signing of this agreement, agrees to make their personal insurance primary in the event of any personal injury, property damage or liability insurance claims which may arise as a result of their use of the facility.
5. The Lessee may invite non-residents as guests. The Lessee will be responsible for insuring that the guests conduct themselves in a proper fashion and in a manner that will not disturb the use of other facilities and common elements by other residents and guests. A guest is considered anyone whom the Lessee allows to enter the clubhouse or surrounding premises during his or her use of the clubhouse.
6. Any Lessee causing damage as assessed by The Hampton Club in excess of \$75.00 shall forfeit the right to lease the Clubhouse for a term of six (6) months for every \$100.00 of assessed damages.
7. The Lessee, by signing this document agrees to abide by the terms herein, as well as personal indemnity, defend and hold harmless The Hampton Club Condominium Association, Inc. and its Managing Agent for all damage to the clubhouse as set forth herein and from any liability arising from the Lessees’ use of the clubhouse, including damage to person or property. This specifically includes any liability resulting from the service of alcoholic beverages. The Lessee is specifically prohibited from a) serving alcoholic beverages to persons under the legal drinking age or under the influence of alcohol and b) charging money for alcoholic beverages.
8. The Lessee will not use the clubhouse for any purpose or activity prohibited by law.

9. The Lessee will comply with any and all governmental statutes, regulations or ordinances including requirements relating to the service of alcoholic beverages and fire safety and agrees to indemnify The Hampton Club and its managing agent and hold them harmless for any violation thereof.
10. The parties have indicated their acceptance of the terms contained within by signing this agreement, and also certifying that they are a resident or member of the Association.
11. If the Clubhouse is used for children's parties (18 years or younger), there shall be one (1) adult for every ten (10) children in attendance, including the adult resident whose signature appears on this contract.
12. Any rental, which in the sole judgment of management, is inappropriate or results in unlawful conduct or activities that violate the rules and regulations of The Hampton Club Condominium Association, Inc. may be terminated.
13. The Unit Owner must be current in all monthly assessments in order to utilize the amenities for their own purposes or for use by their tenants.
14. Not less than one (1) day prior to the commencement of the private function, the Lessee, or it's representative shall inspect the clubhouse and make note of any damage found. Any damage or deficiency not noted on the inspection report by the Lessee shall be deemed to have been caused by the user of the clubhouse for the function and the Lessee shall be personally responsible for same. Both the Lessee and management shall sign the walk-through list at which time the key to the facility shall be released to the Lessee.
15. No pets are permitted in the clubhouse at any time.
16. The reservation of the clubhouse does NOT include the use of the gym; partygoers are prohibited from using any gym equipment whatsoever.
17. The clubhouse may be rented by a Hampton Club resident only. Frequent use by a unit owner, use by special interest groups, organizations or commercial use is prohibited. Request for exclusions to this policy shall be solely at the discretion of the Board of Trustees. Requests for same must be submitted in writing under separate cover to the Management Office. Failure to disclose information by any party will be cause for immediate termination of the rental agreement.
18. **PARKING & PASSES** – All persons attending the private function shall be required to obtain a guest parking pass from the security gate house upon entrance into the community. Passes are only good for a period of 24 hours. **Vehicles without resident or guest parking passes will be towed at the owner's expense.**
19. **DECORATIONS ON THE WALLS OR CEILINGS ARE PROHIBITED. Decorations may only be attached with masking tape to approved areas. The use of scotch tape, thumbtacks, nails or glue to affix decorations is prohibited. NO EXTERIOR DECORATIONS ARE PERMITTED.**
20. **CLEAN UP** – The clubhouse shall be cleaned and restored to its original condition immediately following the party. Such cleaning is the responsibility for the Lessee and shall include but not be limited to vacuuming, general clean up of hall, kitchen and bathrooms, wiping off counter tops/tables, damp mop floor and collecting and removing garbage from the clubhouse to the recycling center. Lessee will remove decorations or any other material brought into the clubhouse by, or on behalf of the

Lessee, including tape from decorations. Residents must bring the necessary cleaning supplies to perform all cleaning. The Lessee shall be responsible for insuring that the grounds surrounding the clubhouse, including the parking lot, are free from litter, refuse and debris created as a result of the use of the clubhouse.

21. TRASH – Empty all garbage and dispose of in properly sealed plastic bags, and **MUST BE** taken to the Dumpster area.
22. SMOKING – Smoking is prohibited inside the clubhouse facility.
23. SECURITY GUARD - A security guard will be provided for your function. Their job is to aid you in running your function and to protect your security deposit by helping you prevent damage to the facility. Please work closely with your security guard so you may have the best possible event. But please be aware the guard has the authority to: - Shut down the party if they feel the situation is unsafe. - Call the police if there is illegal activity or the party is out of control. - Call for medical assistance if someone is injured. The guard will notify the Resident/Renter before doing any of these things, so that you can correct the situation on your own. But the guard does not need permission to act if it is warranted.
24. Space within the Clubhouse will not be leased to a fixed commercial business. (The term “fixed” means a commercial business that requires a dedicated space that would prohibit the use of the space for other public events.
25. Management and their agents have the right to be present or visit the clubhouse during the rental to make sure all rules and regulations are being followed. If during the visit management finds any rule violation, they have the right to enforce rules and/or end the function with loss of fee and deposit.
26. The Renter must supply tables, chairs, etc. That may be needed and are not provided by management. All additional equipment must be delivered and removed during the rental period unless arrangements are made and approved by the Manager.
27. All doorways must always refrain free of obstructions.
28. Events must follow the Middlesex County Noise Ordinance. All rentals are required to keep the volume at a moderate tone so that it does not disturb area residents. If noise complaints are made, the HCCA reserves the right to terminate the Renter’s contract without refund of rental payment. The Noise Ordinance is strictly enforced after 10 pm Sunday through Thursday and by 1 am Friday & Saturday.

By placing my signature below, the undersigned Lessee fully understands, acknowledges and agrees to the terms of this contract as outlined herein known as the Clubhouse Release Agreement.

Lessee Name (Please Print): _____

Signature: _____

Address: _____

Telephone Home _____ Work _____

CLUBHOUSE RENTAL CLEAN-UP INSTRUCTIONS

The clubhouse shall be cleaned and restored to its original condition by **immediately following the function**. Such cleaning is the responsibility of the Lessee and shall include but not be limited to the following:

1. Vacuum the carpet and damp mop floors.
2. General cleaning of great room and kitchen which includes wiping off counter tops/tables, etc.
3. Clean up of the bathroom including wiping down all of the facilities, and sweeping floors.
4. Collecting and removing garbage from the clubhouse to the recycling center.
5. Lessee will remove decorations or any other material brought into the clubhouse by, or on behalf of, the Lessee.
6. Residents must bring the necessary cleaning supplies to perform all cleaning if not provided by the Association.
7. The Lessee shall be responsible for insuring that the grounds surrounding the clubhouse, including the parking lot, are free from litter, refuse and debris created as a result of the use of the Clubhouse.

Failure to comply – Any clean-up service not completed will be billable at a rate of \$150.00.
