

Hearthstone at Hillsborough Community Association
1 Waterman Lane – Hillsborough, NJ 08844
908-359-1102 (Office) – 908-359-1105 (Fax)

ncapella@memproperty.com

CLUBHOUSE RENTAL INFORMATION PACKAGE

HOMEOWNER: _____

ADDRESS: _____

PHONE # (H) _____ **CELL #** _____

RENTAL DATE: _____

FUNCTION: _____ **NUMBER OF GUESTS:** _____

WHO QUALIFIES TO RENT THE CLUBHOUSE?

The Clubhouse will be available to members of the Association for private functions subject to the following conditions:

1. All residents of the Association, including homeowners and home renters with properly executed leases with homeowners; and,
2. Provided the homeowner is in good standing with the Association, i.e. all fees are current and no violations of governing documents.

WHEN IS IT AVAILABLE?

Sunday through Saturday 8:00 A.M. – 11:00 P.M.

1. One rental may take place per day. The Board reserves the right to deny rental because of, but not limited to, holidays, type of function, etc. An appeal can be made to the Board of Trustees in writing if you are turned down.

FEES

1. The cost for renting the Clubhouse is \$100.00 and is payable by certified check or money order. Please make all checks payable to the Hearthstone at Hillsborough Community Association.

2. A security deposit of \$250.00, payable by certified check or money order is due at the time of the pre-walk through and will be refunded provided there is no damage. If the damages exceed \$250.00 the homeowner will be responsible for additional charges. In the event damage was found on the post walk through within and around the Clubhouse and grounds, the cost of the repair or replacement shall be taken from the said deposit and the unused portion, if any shall be returned to the member within thirty (30) days of the rental date.

3. A certificate of insurance for \$500,000 minimum must be submitted with rental fee and deposit checks or the contract is deemed null and void. Riders for the day can be obtained through your homeowner's insurance company.
Two entities must be listed as named insured's:
 - Hearthstone at Hillsborough Community Association, Inc.
 - MEM Property Management

The \$100.00 fee, \$250.00 deposit and insurance certificate are due when approval for the rental has been granted.

INDEMNIFICATION:

RENTER HEREBY ACCEPTS FULL RESPONSIBILITY FOR THE CLUBHOUSE, KITCHEN AND THE CONTENTS OF EACH, AND FOR THE SAFETY OF ALL PERSONS USING THESE FACILITIES BY REASON OF THIS RENTAL. RENTER HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE HEARTHSTONE AT HILLSBOROUGH COMMUNITY ASSOCIATION, FROM ANY COSTS, LIABILITY, DAMAGE OR EXPENSE ARISING OUT OF THE USE OF THE CLUBHOUSE FOR THE DAY OF RENTAL.

PROCEDURES

1. Contact the Community Manager, at least thirty (30) days prior to function date to rent the Clubhouse.
2. Prior to commencement of the function, a representative of the Board or Management shall inspect the Clubhouse and make note of any and all damage found. Both the member, a representative of the Board of Trustees or Management must sign the walk through list.
3. Immediately after the function, a Board of Trustee member or Management shall re-inspect the Clubhouse and note any damage to the facility. Any damage noted on the post walk through shall be deemed to have been caused by the user of the Clubhouse and shall be the responsibility of the member as set forth herein. Estimates will be obtained for the work to be completed and provided to the member.
4. The member shall be personally responsible for any damage to the facility not previously noted on the walk through inspection conducted prior to the private function.
5. The member must clean up the Clubhouse of belongings, food, beverages, etc. by the stated post walk through time, which shall be no later than the above check out times.
6. Renter is responsible for the collection of trash into plastic garbage bags and removal of trash from the Clubhouse. The renter is also to place all cans, bottles and any other recyclable items into a plastic garbage bag and place in garbage can provided. In addition, if damage is found at post walk through, it is up to the Board to decide on how to handle.

RULES

1. The pool area is strictly off limits!
2. No smoking in the Clubhouse.
3. No pets in the Clubhouse.
4. **No glass. Plastic and Paper ware only.**
5. Bar-B-Q cooking grills are not permitted.
6. The use of metal or foil in the microwave is prohibited.
7. The maximum number of guests is limited to 67 as stipulated by fire code.
8. Garbage containers will be provided at Clubhouse.
9. The use of the fireplace is prohibited.
10. Catering is permitted and prior arrangement must be made to facilitate early access, if necessary.
11. Caterers, DJ's or other hired companies to provide the Managing Agent with an Insurance Certificate when the application is submitted. Contact the Community Manager for specifications.
12. All decorations must be of fireproof materials. There must not be anything nailed or permanently fixed to the room. Do not use ceiling hooks for any hanging decoration. All decorations must be removed prior to post walk through inspections.

13. The member will not use the Clubhouse for any purpose or activity prohibited by law.
14. The member agrees to indemnify, defend and hold harmless the Association from any liability for the member's use of the Clubhouse including but not limited to damage to persons or property.
15. The member may invite non-residents of the Association as guests. The member will be responsible for insuring that the guests conduct themselves in a proper fashion and in a manner that will not disturb other members and guests. A guest is considered anyone the member allows to enter the clubhouse during his/her use of the Clubhouse.
16. Guests are not permitted to park anywhere in the community, except for the clubhouse parking lot.
17. The Clubhouse Rules attached hereto are incorporated into these procedures.
18. Garbage MUST be placed in trash bags and placed in the large blue dumpster located outside of the clubhouse in the enclosure.
19. Any cardboard MUST be broken down and placed in the white trash bin located in the dumpster enclosure outside of the clubhouse.
20. Any bottles MUST be placed in the rounded recycling can located in the dumpster enclosure.

I, the undersigned, have read the Rules and Regulations and Procedures pertaining to the rental of the Clubhouse and agree to adhere to all of them. By signing below I have acknowledged I have received full and complete explanations of the Rules and I have also received a signed copy of this document. I understand that I must not make any commitments to caterers, etc. until I have received written authorization from the Association confirming that the date requested has been approved.

I/we the renters agree, understand, and fully accept responsibility for the Clubhouse facility upon receipt of the Clubhouse key until it is returned to the recreation committee and/or walk thru is completed.

Signature

Date

Certificate of Insurance _____

Policy Number _____

Rental Check _____

Security Deposit Check _____

HEARTHSTONE at HILLSBOROUGH

CLUBHOUSE RENTAL WALKTHROUGH CHECK LIST

	<u>OPENING</u>	<u>CLOSING</u>
Mirror doors are intact and work	YES / NO	YES / NO
Ceramic floors are clean and intact	YES / NO	YES / NO
Carpet is clean and intact	YES / NO	YES / NO
Stains	YES / NO	YES / NO
Couches are clean and intact	YES / NO	YES / NO
Chairs are clean and intact	YES / NO	YES / NO
Tables are clean and intact	YES / NO	YES / NO
Table lamps are intact	YES / NO	YES / NO
Activity tables are clean and intact	YES / NO	YES / NO
Pool Table is clean and intact	YES / NO	YES / NO
Blinds are intact	YES / NO	YES / NO
Kitchen area is clean	YES / NO	YES / NO
Refrigerator is empty and clean	YES / NO	YES / NO
Microwave is clean	YES / NO	YES / NO
Bathrooms are clean and in working order	YES / NO	YES / NO
All Doors and Windows are closed and locked	YES / NO	YES / NO
Lights are working properly	YES / NO	YES / NO
Heat/Air conditioning is working	YES / NO	YES / NO

Additional Notes: _____

Signature of Renter: _____

Committee Member: _____

Date: _____ Time: _____

AT TIME OF CLOSING PLEASE MAKE SURE ALL LIGHTS ARE OFF AND ALL DOORS ARE LOCKED.

- 1-2.8.1 Vandalism is strictly prohibited within the Community. For each occurrence, proper legal action will be taken, as well as fines charged.
- 1-2.9 Dog Walking
 - 1-2.9.1 Dogs may be walked on Community streets and Walking Paths, but must be curbed, and all droppings must be picked up and discarded in waste receptacles.
- 1-2.10 Children
 - 1-2.10.1 Within the Community, children are defined as those individuals not meeting the Community age requirements, that is, individuals under the age of 19.
 - 1-2.10.2 Children under the age of sixteen (16) are not permitted within the Community without the presence of the resident.
 - 1-2.10.3 Skateboards, rollerblades, rollerskates, hot wheels, motorized scooters and similar items are not permitted within the Community.
 - 1-2.10.4 The sponsoring resident is wholly responsible for any and all children brought into the Community by that resident.
- 1-2.11 Dumping
 - 1-2.11.1 Dumping of any trash, grass, or other debris is not permitted in any portion of the Common Areas and Facilities. Residents must abide by garbage and recycling rules for their unit type.

Chapter 2: Recreational Common Areas

Article 1: Definitions

Article 2: Rules and Regulations

1-1 Definitions: The Recreation Areas and Facilities are the following Common Areas and Facilities:

- 1-1.1 Clubhouse
- 1-1.2 Clubhouse parking areas
- 1-1.3 Bocce court
- 1-1.4 Tennis courts
- 1-1.5 Swimming pool
- 1-1.6 Walking Paths

1-2 Rules & Regulations

- 1-2.1 Clubhouse
 - 1-2.1.1 There is a card access system in place for entrance into the Clubhouse. Access cards are only given to residents of the Community. Guests will be given an ID badge and/or temporary access card, and must wear the badge and/or carry the temporary access card at all times while in the clubhouse. Please remember, however, access to the Clubhouse is a privilege that may be suspended or revoked due to lack of payment of Association dues.
 - 1-2.1.2 Clubhouse hours are daily from 7:00 am to 11:00 pm, unless prior arrangements are made with the Management Company (i.e., for a Clubhouse rental). An alarm will automatically activate after 11:00 pm and prior to 7 am.
 - 1-2.1.3 The Clubhouse will be closed in compliance with holidays observed by the Management Company, which are as follows:

New Year's Eve – Closed at 12:00 pm
New Year's Day – Closed
Easter Sunday – Closed
Thanksgiving – Closed
Christmas Eve – Closed at 12:00 pm
Christmas – Closed

Any additional Clubhouse closings will be posted up to one (1) month prior to that closing.

- 1-2.1.4 Guests under the age of nineteen (19) are not permitted within the Clubhouse without the presence of the sponsoring resident.
- 1-2.1.5 Baby carriages and strollers are not permitted within the Clubhouse.
- 1-2.1.6 No candles are permitted within the Clubhouse without permission from the Management Company.
- 1-2.1.7 Residents are responsible for cleaning up after themselves and their guests. No trash, debris or mess of any kind, created by a resident or guest shall be left after vacating the Clubhouse.
- 1-2.1.8 Storage of personal articles within the Clubhouse is not permitted except in locker, and then not overnight. Items left in lockers overnight may be emptied by the Management Company.
- 1-2.1.9 Furniture in the Clubhouse may not be moved or rearranged and is to be left in its proper position.
- 1-2.1.10 Guests may not take part in educational and recreational classes.
- 1-2.1.11 Residents and guests utilize the Clubhouse facilities at their own risk. The Association and the Management Company shall not be liable for any damage, injury or loss resulting from the use of Clubhouse facilities.
- 1-2.1.12 Unruly verbal and physical behavior will not be tolerated at any time.
- 1-2.1.13 Clubhouse use may be suspended for a resident in repeated violation or a resident who is behind in payment of Association dues.
- 1-2.1.14 Wet bathing suits, bare feet, and shirtless persons are not permitted within the Clubhouse, except in the locker rooms and restrooms.
- 1-2.1.15 No pets are permitted within the Clubhouse at any time.
- 1-2.1.16 No portable radios are permitted within the Clubhouse at any time, other than use with earphones.
- 1-2.1.17 No beverages or food are permitted within the Clubhouse at any time, other than in the kitchen area, or during times of Clubhouse rental. Glass containers are not permitted at all.
- 1-2.1.18 Residents are not permitted to leave food or beverages in the Clubhouse kitchen for any period of time, except if the Clubhouse has been rented, and then, nothing shall be left beyond the rental period or overnight.
- 1-2.1.19 No smoking is allowed within the Clubhouse.
- 1-2.1.20 No bicycles are allowed within the Clubhouse.

- 1-2.1.21 Residents are not permitted to use Management Company office equipment.
- 1-2.1.22 The library's book borrowing system is an honor system. Please return books to the library after use.
- 1-2.2 Clubhouse Rental
 - 1-2.2.1 The Clubhouse may be rented by residents based on the following requirements:
 - 1-2.2.1.1 Fees
 - 1-2.2.1.1.1 \$300.00 Rental Fee
 - 1-2.2.1.1.2 \$125.00 Cleaning Fee
 - 1-2.2.1.1.3 \$600.00 Deposit for Damages and/or extra cleaning
 - 1-2.2.1.1.4 \$100 Set-Up/Take Down Service
 - 1-2.2.1.2 Requirements and Restrictions
 - 1-2.2.1.2.1 The Clubhouse must be booked at least 30 days prior to the event, and is based on first come first served.
 - 1-2.2.1.2.2 All fees and deposits must be paid at least 30 days prior to the event.
 - 1-2.2.1.2.3 The scheduling resident must add the Hearthstone at Hillsborough Community Association as an additionally insured to his/her homeowner's insurance policy for the day of the event, and provide evidence of such to the Management Company.
 - 1-2.2.1.2.4 The kitchen stove may not be used for cooking food. It shall only be used for heating food.
 - 1-2.2.1.2.5 Guests are to remain in the Clubhouse during the event, with the exception of using the restrooms and garment closets. Guests are not permitted to wander about the Community.
 - 1-2.2.1.2.6 It is suggested that on the day of the event, but prior to the event, the scheduling resident inspect the area for cleanliness, damage, etc., and immediately notify the Management Company, so as not to be held responsible.
 - 1-2.2.1.2.7 The scheduling resident is required to remove all visible trash and debris from the Clubhouse after the event, wash and dry all dishes and return them to their proper area, discard all unused or leftover foods and beverages, wipe down countertops and tables, etc. so as not to incur extra cleaning costs. Any cleaning costs will be deducted from the deposit.
 - 1-2.2.1.2.8 Guests of the event may use Clubhouse parking only. If Clubhouse parking is not adequate, residents may obtain temporary on-street parking permits

from the Management Company. Vehicles parked in the Clubhouse parking area, must abide by Clubhouse parking rules. All vehicles park at their own risk.

1-2.2.1.2.9 Any remaining deposit monies will be refunded to the resident within a week following the event. The Management Company will inspect the Clubhouse either directly following an event or the following morning to determine if deposit money will be used. The resident will be notified of any such use within two (2) days following the inspection.

1-2.3 Clubhouse Parking

1-2.3.1 Vehicles may only utilize one (1) space. You will be asked to move your vehicle if it takes up more than one (1) space.

1-2.3.2 Handicap parking rules apply.

1-2.3.3 Parking is at your own risk. The Association and the Management Company are not responsible for any vehicle damage.

1-2.3.4 Parking in the Clubhouse parking area is restricted to Clubhouse hours, other than for special events.

1-2.3.5 No overnight parking is permitted, and violators may be towed at their expense.

1-2.3.6 Parking is based on first come first served.

1-2.3.7 The maximum length of any vehicle parked in the Clubhouse parking area shall be 24' tip to tip.

1-2.4 Exercise Room

1-2.4.1 No one under the age of 19 is permitted within the exercise room.

1-2.4.2 No equipment is permitted to leave the exercise room.

1-2.4.3 All persons using the exercise room must wear proper workout attire, and must have a towel to wipe down the machines after use. No bathing suits are permitted, except underneath other garments.

1-2.4.4 Do not leave water bottles in the exercise room. Please discard of water bottles and all other trash in waste receptacles.

1-2.4.5 When others are waiting, equipment use is limited to 30 minutes.

1-2.4.6 Use of the exercise room and equipment is at your own risk. The Association and Management Company shall not be liable for personal injury, damage or loss. It is encouraged that persons using the exercise room utilize the "buddy" system.

1-2.4.7 Additional rules may be posted.

1-2.5 Bocce Courts

1-2.5.1 Bocce court hours are the same as those of the Clubhouse, weather permitting. Any change in bocce court hours will be posted.

1-2.5.2 Equipment is available within the Clubhouse, and must be signed out and returned immediately after use.