

# Lake Winona Civic Association

## 2015 Clubhouse Rental Rules

**Renter:** The person renting the clubhouse must be (1) a member of the LWCA and up to date with their lake rights dues as of the date of this agreement (2) at least 21 years old; and (3) renting the clubhouse solely for their own use. The renter is responsible for all of their guests present, their activities and behavior. **The renter must be present during the entire period of the rental use.**

**Use:** The clubhouse may only be rented for **family** or **personal** recreational purposes. The board of Trustees reserves the right to refuse or terminate rental for any function that is not consistent with the LWCA by-laws, and the Clubhouse rental agreement rules. Events consisting of large numbers of persons under 18 should have adequate chaperones present. Renters and guests are limited only to the clubhouse area after 10pm.

\*The board of trustees may, in its discretion, allow use of the clubhouse for community functions such as Girl and Boy scout groups, etc. at no expense.

**No Warranty:** The Clubhouse is provided as is and without warranty as to the suitability of the clubhouse for renters intended use. Renters shall be responsible for the repair and/or replacement of the clubhouse to the extent such repair or replacement is the result of the renter's negligence, misconduct, misuse, abuse, or breach of the terms and conditions of this agreement. Renter shall deliver the clubhouse to the LWCA in as good condition as when received by Renter, ordinary wear and tear excepted.

**Capacity:** The maximum occupant capacity of the clubhouse is 50 persons. The renter must make alternate provision if inclement weather precludes use of the outside so that the clubhouse occupant capacity limit is not exceeded.

**Deposit:** A deposit of \$100.00 must be paid at the same time as the rental fee. After the clubhouse has been checked-out to the satisfaction of the trustee, the LWCA will promptly return the full or unused portion of the deposit to the renter.

The LWCA shall retain all or a portion of the deposit in the event that the clubhouse, grounds, or facilities are damaged or are not cleaned to the satisfaction to the trustees. If repairs or cleaning expenses exceed the deposit, the renter shall be obligated to immediately pay the LWCA any additional amounts to restore the clubhouse, grounds, and facilities to pre-rental condition.

Any function that is terminated due to any rule infraction, the LWCA shall have the right to retain the renter's deposit and rental fee. In such case, the LWCA shall not be responsible for any costs the renter may have incurred for the event.

**Cancellations:** If a rental reservation is cancelled 15 days prior to the rental date, the LWCA shall promptly refund the deposit and rental fee. If a rental is cancelled **less than** 15 days prior to the rental date, the LWCA shall retain \$50 of the rental fee and shall promptly return the deposit and \$75 of the rental fee.

**Alcoholic Beverages:** No Alcoholic beverage may be served to, or consumed by any person under the age of 21. Controlled dangerous substances are prohibited on LWCA properties. The renter shall take full responsibility for and hold the LWCA harmless from **ALL** liability arising from the serving and consumption of alcoholic beverages. The renter is solely responsible for providing for the conduct and safe journey home of any obviously intoxicated or impaired guests.

**NO Smoking or Candles:** The clubhouse is a smoke-free environment. Smoking is prohibited in all area of the building at all times. In addition, no candles may be used in any part of the building.

**Decorations:** No decorations may be taped to the walls. **Absolutely no** scotch tape, thumb tacks, etc. may be used to attach decorations. All decorations are to be completely removed after event.

**Music/Noise:** Any and all outdoor activities that may be perceived as a nuisance to any nearby resident, including and excessive/unreasonable noise and music must cease by 8pm or at anytime at the direction of a Trustee. Should a Trustee determine the noise to be unreasonable, that decision shall be binding to the renter. All music regardless of type and location must cease at 10pm in accordance with twp. Ordinances. After 10pm, indoor background music is acceptable when windows are closed. DJ's must operate within reasonable noise levels inside or outside the clubhouse at all times and must always operate in accordance with all Twp. Ordinances.

**Cleaning:** The renter is responsible for returning the entire clubhouse and grounds used by their guest to the pre-rental condition. All Trash must be tied up. LWCA is a green community; please dispose of all recycling in a recycling container that can be located inside the building. Please adhere to the clean- up procedures.

### **Clean-up Procedures**

1. Return and stack tables and chairs to proper place in storage area.
2. Remove all decorations
3. Clean bathroom.
4. Clean kitchen, kitchen appliances and sinks.
5. Pick-up exterior trash around Clubhouse and all other areas used.
6. Remove trash
7. Dry sweep
8. Wet mop all floors
9. Turn off all lights. Close and lock all doors and windows.
10. Turn down thermostat to **LO**
11. Replace any paper products (toilet paper, paper towels, etc) that were used.

# Lake Winona Civic Association

49 Winona Trail  
Lake Hopatcong, NJ 07849  
973-601-7678  
[www.LakeWinona.org](http://www.LakeWinona.org)

## Clubhouse Rental Agreement

Renter Name: \_\_\_\_\_ Phone No.: \_\_\_\_\_

Address: \_\_\_\_\_ Email: \_\_\_\_\_

Rental Date & Time: \_\_\_\_\_ Purpose: \_\_\_\_\_

This Clubhouse Rental Agreement is between Lake Winona Civic Assoc. (LWCA) and the Renter.

1. The Renter acknowledges that he/she is (1) current with their Lake Winona Lake Rights & Membership Dues as of the date of this agreement as well as the date of the function (2) 21 years of age or older (3) renting the clubhouse solely for his/her own use. The renter must be present during the entire period of the rental use. Any violations of any of the above will result in the cancellation of the date.
2. The Renter agrees to fully conform to all LWCA by-laws, and the attached Clubhouse Rental Rules. (By-Laws are available upon request)
3. The Renter agrees to assume all expenses for necessary damage repairs to the Clubhouse, grounds and facilities arising from this rental use and shall promptly make all necessary repairs to provide full restoration to pre-rental conditions. The LWCA shall retain all or a portion of the deposit in the event of non-repaired damage to the Clubhouse, grounds, and facilities or if the Clubhouse or grounds are not cleaned to the satisfaction of the trustees. If any remaining post-rental repairs or cleaning expenses exceed the deposit, the Renter shall be obligated to immediately pay the LWCA all additional amounts incurred by the LWCA to restore the Clubhouse, grounds, and facilities to pre-rental condition.
4. The LWCA and the board of Trustees shall be held strictly **harmless** by the Renter for any and all **liability, claims or damages** arising from this rental use of the Clubhouse, LWCA Grounds, and facilities, by themselves and their guests.

Received: Rental Fee of \$125 and Deposit of \$100.00 this must be submitted in order to hold the rental date.  
Check# or Cash receipt \_\_\_\_\_

Trustee \_\_\_\_\_ Date: \_\_\_\_\_

I have read the Clubhouse Rental Agreement and the Clubhouse Rental Rules and accept all terms and conditions stated. I, also submit that all information provided regarding this rental is true and accurate.

Renter \_\_\_\_\_ Date: \_\_\_\_\_