

Lake Lincolndale Property Owners Association Clubhouse Rental Agreement

This Agreement is between _____ (hereinafter called the Renter) and Lake Lincolndale Property Owners Association, Inc., (hereinafter called L.L.P.O.A.).

Date of Rental: _____

Rental Fee: _____

Security Deposit: _____

Rental Space: ___ Mae Azar Hall (Capacity 140) members \$400, non-members \$600
___ Lakeview Lounge (Capacity 40) members \$275, non-members \$375
___ Lakeview Lounge/Beach (Capacity 40) members \$400, non-members \$600

All Rentals require \$300 security deposit, returnable upon inspection.

Important Phone Numbers

In case of emergency, call 911

Rental Email Contact: **Rentals@LakeLincolndale.org**

Fees Associated with Using the Clubhouse

All persons requesting the use of the Clubhouse are required to submit a Security Deposit in addition to the Rental Fee. The Security Deposit is returned once the Clubhouse Coordinators have checked the Clubhouse and determined that everything is satisfactory and the Codes of Conduct have been followed. It is the sole responsibility of the Clubhouse Coordinators to determine if the facility has been cleaned satisfactorily and there are no damages. Bear in mind that the Renter will be expected to rectify anything the Clubhouse Coordinators deem necessary (i.e. cleanliness of facility, broken items, etc.). A checklist is provided to help ensure that everything is in order. Note: The Security Deposit is returned by the Treasurer NOT the Clubhouse Coordinators. Rental fees covers 6 hours for your time slot. Plan accordingly for set up, clean up and break downs. If you need more time, we can add additional hours at \$50 per hour.

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If keys are lost, \$50 will be deducted from the Security Deposit. The keys must be returned with the checklist within 24 hours of the event, unless another date is agreed upon by the Clubhouse Coordinators. Returning the keys later than the specified date will result in a charge of \$25 per day.

The Rental Fee, Deposit, Cleaning Fee along with a notarized copy of your home owner's certificate of insurance are required three weeks in advance of the event. **Please make three checks (one for the rental fee, one for cleaning, and one for the deposit) payable to LLPOA.** Mail checks and rental agreement to: **LLPOA Clubhouse Rentals, P.O. Box 1, Lincolndale, NY 10540.**

Rental Agreement

To reserve the Lake Lincolndale Clubhouse, a Facility Rental Agreement must be completed, signed and returned to a Clubhouse Coordinator. Members **MUST** be current on their dues in order to rent the facility.

COVID- 19 Guidelines

The Westchester Department of Health have put out guidelines for all non essential gatherings. Attach to this rental agreement is a breakdown of guidelines put out by the DOH. All renters will be given a copy of these guidelines, and must sign the document stating that you will follow these guidelines. As a renter of the LLPOA, you will take on the role of Responsible Party. And follow the guidelines as the Responsible Party at your non essential event, in order to keep you guest safe. LLPOA will not take on any responsibility as far as guidelines not being followed at your non essential gathering. LLPOA will not incur any fines that may come about from your non essential gathering. LLPOA has put things in places so that your gathering can be in accordance with the DOH. The tables and chairs are all places 6 feet apart. Food stations are given appropriate measures to keep guest safe from contaminating food. They are not to be moved. There are sanitizer placed so all guests can sanitize as needed. There must be a designated food server and beverage server. This server must be different from the person clearing tables. Please read through the guidelines so your gathering is a happy and safe event for all.

Cancellation Policy

Renter will forfeit the following for cancellations:

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- \$25.00 up to two months in advance of event.
- 25% of rental amount up to two weeks in advance.
- LLPOA will take into account if you need to cancel due COVID-19

Exceptions will be made for a severe weather event. Medical and other emergencies will be determined on a case by case basis.

Information Regarding the Clubhouse

Smoking is NOT permitted in any part of the building.

The Renter acknowledges and accepts the following terms and conditions which the Renter covenants and agrees will be strictly complied with:

- Decorating is restricted to the tables and poles only. Do not use thumbtacks, staples, or scotch tape. Painter's tape may be used on the wooden posts that are centered in the middle of each rental space. No confetti or glitter is allowed. No chewing gum allowed. Do not remove the pictures from the walls, including the two pieces on the Lake side wall and the historical pieces on the front side of the Hall. These are the LLPOA historical records and are quite frail and subject to damage.
- A switch for the ceiling fan is in the middle of the wall in the Main Hall on the beach side of the building. The ceiling fan is NOT to be used during cold weather when the furnace is running, as this may cause major problems. A second switch for the ceiling fan on the court side is located on the back-stage wall.
- The thermostat is located on the wall towards the back of the building, by the stage. Set the thermostat at 55 degrees when leaving the building. (Note: during cold weather, the building takes a long time to reach the selected temperature. You may therefore want to plan on turning the thermostat up several hours before your guests arrive).
- Please do not plug in and turn on many items in the same outlets. This may cause electrical service interruption. If this does occur, the situation can usually be corrected by unplugging the electrical items, and then checking the circuit breaker located behind the Main Hall kitchen door.
- The doors to the Clubhouse are to be kept locked when the building is not occupied, including during set-up time. (Be sure to keep the keys on your person at all times—the door may lock behind you, thus locking you out of the building).
- The outside landing on the back of the building is not a **deck or balcony**. Please don't allow your guests on this landing. It is a **Fire Escape only**; no standing is allowed.

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- The Lake Lincolndale Property Owners' Association is not responsible for any valuables or personal property left on the premises.
- Animals, with the exception of properly documented service animals, are not permitted inside the LLPOA Clubhouse without prior approval of a Clubhouse Coordinator.
- Any rental with participants under the age of 18 is required to have at least one adult chaperon for every ten minors present during the event.
- All candles must be contained in a glass container taller than the top of the candle flame.

** Due to COVID-19 guidelines, there is to be no cooking in the kitchen. All food must be catered in.

Codes of Conduct

As a party to this Rental Agreement, you and your guests are required to adhere to the following Codes of Conduct. Please be advised that if you or your guests violate any of the following Codes of Conduct, your Security Deposit may be forfeited, and your rental/sponsorship privileges may be suspended.

- You (Renter) are responsible for any damage to LLPOA property caused by you or your guests. If you, or your guests, cause any damages, your Security Deposit will be applied to repair or replace the damaged property. Additional costs, if warranted, may also be required.
- You (Renter) must attend and be present at all times during the hours of the subject function.
- You (Renter) will be responsible for all actions of their guests.
- You (Renter) are required to operate your event in an orderly and reasonably quiet manner as not to create a nuisance to the surrounding residences. This includes outside the Clubhouse and parking lot. No music or loud noise is permitted to be played outside of Clubhouse or in the parking lot. **ALL AMPLIFIED MUSIC INSIDE THE CLUBHOUSE IS TO BE TURNED OFF AT 11:00PM.** Remember that the Clubhouse is located in the middle of a residential neighborhood. If formal written complaints and/or police are contacted because of unruly or unlawful behavior, your Security Deposit will automatically be forfeited.
- Children are to be supervised at all times. Please keep all children off the stage for safety sake.
- Do not throw anything into the lake (including rocks, food, etc.). Food attracts geese and other wildlife which must be kept from nesting on the beach area. These Wildlife can be a potential health hazard. All balloons and water bottles must be accounted for. We don't want to cause

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harm to our wildlife around the lake such as turtles and birds.

- You are required to clean the Clubhouse after your event. Your cleaning fees of \$100 include cleaning of floors and bathrooms. All other cleaning (food, kitchen, tables, garbage, etc.) is your responsibility. If the Clubhouse is not cleaned to the satisfaction of a Clubhouse Coordinator, all or part of your Security Deposit may be forfeited to pay for additional cleaning expenses.
- Your Rental Agreement specifies either the upstairs Main Hall (Mae Azar Room) or downstairs (Lakeview Lounge). Renters and guests are limited to the space rented (including bathrooms) and are not permitted in other areas of the building.
- **No one is allowed on the beach (even during Beach Season).** This is an L.L.P.O.A. safety/ insurance concern. Secondly, individuals that walk on the beach can track sand back into the Clubhouse and damage the wood floor. Your Security Deposit will be forfeited if you, or your guests, cause damage to the Clubhouse.

If your Security Deposit, or any part of your deposit, is forfeited due to a Code of Conduct violation, you will be prohibited from renting the Clubhouse (or sponsoring anyone) for a minimum of one year. After one year, you may NOT rent the Clubhouse (or sponsor anyone) again until the Board of Directors has approved your request.

Rental Indemnity Agreement

LLPOA shall not be held responsible or liable for the actions of the Renter or guests, or for any injuries to persons or damage to property resulting from any actions or activities incurred while renting the Clubhouse owned by LLPOA. The Renter hereby indemnifies and agrees to hold harmless LLPOA, its employees, Directors, Officers, and volunteers from and against any and all claims, judgments, and damages to persons or property, including theft, occasioned by the actions or activities while renting the Clubhouse.

The Renter agrees to defend LLPOA, its employees, Directors, Officers, and volunteers at LLPOA's request, against any such claim or demands for which the Renter is responsible hereunder.

The Renter shall provide a copy a copy of their Homeowners Liability Insurance together with the rental agreement.

L.L.P.O.A. Authorized Representative

Renter

**Lake Lincolndale Property Owners Association
Clubhouse Rental Agreement**

Signature/Date

Signature/Date

Renter's Address _____

Telephone # _____

Reminders:

1. **Before Event:** Send signed Rental Agreement together with 3 checks and copy of Homeowners Liability Insurance to a Clubhouse Coordinator
2. **After Event:** Return Keys
3. **Ending Event: There is no amplified music after 11pm. PartyGuest should be out by 12am. Renter is to be cleaned up and out of building by 1am.**