

Oak Hill at Independence

Homeowners Association, Inc.

Hackettstown, New Jersey 07840

CLUBHOUSE USE AGREEMENT

This agreement is entered into between the undersigned UNIT OWNER and the Oak Hill at Independence Homeowners Association, Inc.

WITNESSETH:

The undersigned unit owner wishes to reserve the exclusive use of the Clubhouse owned by the OAK HILL AT INDEPENDENCE HOMEOWNERS ASSOCIATION, INC. for a private function and for the exclusive benefit of the unit owner and their guests. OAK HILL AT INDEPENDENCE HOMEOWNERS ASSOCIATION, INC. wish to accommodate the unit owner based upon his/her agreement to the following terms and conditions:

1. The unit owner certifies that all assessments, dues and fines are paid as of the date of the function specified, on a current basis.
2. OAK HILL AT INDEPENDENCE HOMEOWNERS ASSOCIATION, INC. **charges a \$75.00 non-refundable rental fee payable to OAK HILL AT INDEPENDENCE HOMEOWNERS ASSOCIATION, INC.,** which fee shall be payable prior to the private function. **(The \$75.00 rental fee will be refunded only if the party is cancelled at least 30 days prior to the event).**
3. OAK HILL AT INDEPENDENCE HOMEOWNERS ASSOCIATION, INC. **charges an additional \$65.00 non-refundable cleaning fee payable to OAK HILL AT INDEPENDENCE HOMEOWNERS ASSOCIATION, INC.,** which fee shall be payable prior to the private function. **(The \$65.00 cleaning fee will be refunded only upon notice within 72 hours prior to the scheduled event).** The contracted cleaning company has been instructed to report any damages to management following each event.
4. The unit owner will give the OAK HILL AT INDEPENDENCE HOMEOWNERS ASSOCIATION, INC. representative (Taylor Management Company) a security deposit of **\$200.00 in the form of a check (payable to OAK HILL AT INDEPENDENCE HOMEOWNERS ASSOCIATION, INC.) refundable upon completion of a satisfactory walk through of the premises,** attested to by a "walk through release" signed by both parties at the completion of the specified function.
5. An initial walk through with a management representative will establish the pre-existing condition of the premises, to be agreed upon prior to execution of the rental agreement.
6. The unit owner will submit in writing the specific date, time and use of this agreement as well as the number of people attending the function, not to exceed the legal limit as posted on the Certificate of Occupancy.
7. The clubhouse will be locked and vacated immediately after use and left in the same condition as prior to the rental, including hallways, rest rooms, kitchen and kitchen facilities, and the immediate exterior, including decks and walkways.
8. The disposal of any garbage and refuse is the responsibility of the owner and must be removed from the premises at the completion of the function.
9. **The owner agrees to be responsible for any and all damages to the clubhouse caused as a result of the unit owners' or his guests use of this facility and will forfeit the deposit and pay any additional costs incurred.**

10. The unit owner agrees to indemnify and hold harmless OAK HILL AT INDEPENDENCE HOMEOWNERS ASSOCIATION, INC. for any liabilities, loss or damage caused as a result of the unit owner's use and occupancy of this facility. **The unit owner will furnish to the TAYLOR representative a Certificate of Insurance from their personal homeowner's insurance policy at least TEN (10) business days prior to the rental date of the clubhouse. The minimum acceptable limit of personal liability will be \$500,000. The insurance form can be faxed by your insurance agent to Taylor Management at 908-852-0657.**
11. The unit owner agrees to use the facility exclusively for the purpose intended and will not vary the use without prior written consent of OAK HILL AT INDEPENDENCE HOMEOWNERS ASSOCIATION, INC.
12. The unit owner acknowledges that OAK HILL AT INDEPENDENCE HOMEOWNERS ASSOCIATION, INC. will not be responsible for the supervision of said function and the unit owner is solely and exclusively responsible to supervise said function and is responsible for any and all damage resulting therefrom.
13. Use of the clubhouse is restricted to the use of the clubhouse interior, rest rooms, kitchen and exterior deck. The use of barbeque grills is prohibited.
14. **PLEASE NOTE CHANGE: NO balloons, banners and/or signs may be placed upon the common grounds, street signs, light poles or entrance.** If balloons, banners, etc., are placed upon the above mentioned fixtures, a TAYLOR representative will charge a \$25.00 fee, deducted from the security deposit, for such removal.
15. Decorations may be placed within the clubhouse so long as they are attached to the cork strip around the perimeter of the room. **Pushpins or thumbtacks** are allowed only in the cork strip. **The use of piñatas is restricted.**
16. The owner shall comply with all federal, state and local laws and regulations when using the clubhouse. Consumption of alcoholic beverages is limited to the serving of beer and wine and it is the responsibility of the unit owner to limit the consumption thereof to their guests.
Serving of alcoholic beverage will be limited to attendees 21 years of age and older.
17. The clubhouse is available for weekend rental (Saturday and/or Sunday) between the hours of 9 a.m. to 11 p.m. The clubhouse is NOT available for private parties between Monday and Friday. However, it is available for homeowners to hold social functions. If non-homeowners will be present at the social function, proof of insurance will be required.
18. There will be **NO SMOKING** in the clubhouse at any time.
19. **Smoke detectors are not to be disconnected under any circumstances. This may result in a \$5,000 fine from the Warren County Fire Official; which will be passed along to the unit owner.**
20. **ANY TAG NOT RETURNED WILL FORFEIT YOUR RIGHT TO ANY FUTURE USE OF THE CLUBHOUSE. ANY LOST TAGS WILL RESULT IN THE FORFEITURE OF YOUR \$200.00 DEPOSIT.** After your function, hold front door open, swipe electronic card over rectangular receptor to lock (red light will show) and then throw key inside and shut door.

If you have any questions, you may call Taylor Management Company at (908) 852-0440. Thank you!

*Oak Hill at Independence
Homeowners Association, Inc.*

Hackettstown, New Jersey 07840

NOTE: Reservation is NOT confirmed until all checks and forms are received and approved at least 30 days prior to your event. All dates are on a first come, first serve basis.

CLUBHOUSE USE AGREEMENT

NAME _____

ADDRESS _____

TELEPHONE NUMBER (S) _____

NUMBER OF PEOPLE ATTENDING _____

DATE RESERVED _____

TIME STARTING _____ TIME ENDING _____

PURPOSE OF USE _____

SIGNATURE _____

Please fill this form out and send it along with 2 checks (NO CASH) made out to OAK HILL AT INDEPENDENCE HOMEOWNERS ASSOCIATION, INC. to Taylor Management Company at Oak Hill, 718 Lindsey Drive, Hackettstown, NJ 07840 or can be hand-delivered to the Clubhouse during regular business hours.

(ohclubhouseagree)

Oak Hill at Independence *Homeowners Association, Inc.*

CLUBHOUSE CHECKLIST

NOTE: Please check off this list and return to Taylor Management prior to checks being refunded to the homeowner. This list must be checked and signed off by the homeowner prior to the event and will be completed and verified by the contracted cleaning company after the event. Thank you for your cooperation!

Before

After

- | | | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | No damage to walls. Please specify if any area is damaged. _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | No damage to any furnishings and/or appliances. Please specify item damaged.
_____ |
| <input type="checkbox"/> | <input type="checkbox"/> | All items brought into clubhouse have been removed from all areas including and not limited to cabinets and refrigerator. |
| <input type="checkbox"/> | <input type="checkbox"/> | All trash has been removed. Please check off area garbage found. <ul style="list-style-type: none">• Clubhouse <input type="checkbox"/>• Outside Deck <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> | All tables are wiped clean and stored in an organized fashion in the small room. |
| <input type="checkbox"/> | <input type="checkbox"/> | All chairs are folded and stored in an organized fashion in the small room. |
| <input type="checkbox"/> | <input type="checkbox"/> | Thermostat temperature set at 60 degrees. AC off (applies to summer months). |
| <input type="checkbox"/> | <input type="checkbox"/> | All appliances and utilities have been closed properly and shut off. |
| <input type="checkbox"/> | <input type="checkbox"/> | Rest room doors left opened. |
| <input type="checkbox"/> | <input type="checkbox"/> | All doors and windows locked. |
| <input type="checkbox"/> | <input type="checkbox"/> | All toilets are flushed and not running. |
| <input type="checkbox"/> | <input type="checkbox"/> | Key returned. |
| <input type="checkbox"/> | <input type="checkbox"/> | TV remotes (2) returned . |
| <input type="checkbox"/> | <input type="checkbox"/> | Explain any damage/breakage on the back of this sheet. |

Homeowner's Signature _____ Date _____ Saturday / Sunday

Company's Signature _____ Date _____ Saturday / Sunday

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WHEN USING AIR CONDITIONING REMEMBER TO SWITCH COOL BUTTON TO OFF POSITION TO SHUT OFF AIR CONDITIONER. WHEN USING HEAT LEAVE ON 60 DEGREES AND PUT FAN ON AUTO.

LEAVE CLUBHOUSE IN THE SAME CONDITION THAT YOU FOUND IT. ANY DAMAGES NEED TO BE REPORTED IMMEDIATELY TO THE PROPERTY MANAGEMENT OFFICE.

REMEMBER TO SHUT TIGHT BACK DOOR BY DECK.

REMEMBER TO TAKE YOUR TRASH WITH YOU WHEN YOU LEAVE.

REMEMBER TO LEAVE ENTRY TAG TO CLUBHOUSE INSIDE FRONT DOOR BEFORE LEAVING. HOLD FRONT DOOR OPEN, SWIPE TAG ACROSS RETANGULAR BLACK DOOR LOCK (to right of front door- light will turn red) AND WHILE HOLDING DOOR OPEN, THROW DOOR TAG INSIDE AND THEN SHUT DOOR. DOOR WILL THEN LOCK. THE TAG MUST BE RETURNED AT THE CONCLUSION OF YOUR FUNCTION. ANY TAG NOT RETURNED WILL FORFEIT YOUR RIGHT TO ANY FUTURE USE OF THE CLUBHOUSE. ANY LOST TAGS WILL RESULT IN THE FORFEITURE OF YOUR \$200.00 DEPOSIT.
