

EXHIBIT "B"

RULES AND CONDITIONS FOR CLUBHOUSE USAGE

I. GENERAL CONDITIONS FOR CLUBHOUSE USAGE

1. **Who May Use the Clubhouse.** Unit owners in good standing who reside in their unit and who are 21 years of age or older shall be entitled to use the clubhouse. Non-unit owner residents (e.g., tenants) may also use the clubhouse, however, the unit owner must co-sign the Usage Agreement and take full responsibility for compliance. In all cases, the unit owner must be in good standing with the Association at the time of the event or the usage agreement may be cancelled and all deposits forfeited. A tenant who desires to use the clubhouse must have a properly executed lease with the unit owner which has been provided to the Association. A member in good standing shall be a unit owner who has paid all assessments, fees, fines, and other amounts due, if any, and who has no pending complaints against him or his tenant. The individual granted permission to use the clubhouse shall hereinafter be referred to as "Renter".

2. It is intended that the clubhouse be used for occasional, private, non-commercial and non-political functions. Frequent or regular use and all other uses shall be solely at the discretion by the Board of Directors (the "Board").

3. All use is subject to the approval of the Board. The Association reserves the right to terminate any use which in the sole judgment of the Association is inappropriate or results in unlawful conduct or activities which violate the rules and regulations of the Association.

4. The Renter must sign a Clubhouse Usage Agreement upon reserving the clubhouse. If the Renter is a tenant, the unit owner must also sign the Clubhouse Usage Agreement.

5. The Renter and/or unit owner shall (a) be responsible for obtaining a copy of these Rules and must acknowledge agreement to abide by their terms and (b) personally indemnify, defend and hold harmless the Association for all claims, demands, damages, actions, causes of action, controversies, judgments and/or liabilities of any nature whatsoever.

6. The Renter and guests must comply with the rules and regulations of the Association as well as all local, state, and federal laws. The Renter and/or unit owner is responsible for the conduct of guests while on premises. Renters and/or unit owners will be responsible for ensuring that the guests conduct themselves in an appropriate manner and in a manner that will not disturb the use of other Association facilities and common elements. A guest is considered anyone who is allowed to enter the clubhouse during the function.

7. Reservations will be granted on first-come, first-served basis. The Renter must specify the date, hours of use, type of function and estimated number of guests.

8. **Clubhouse Availability and Hours.** The clubhouse is available for rental most weekends. The clubhouse may not be rented on weekdays. All official Association functions have priority over private use if conflicts arise. Rentals may commence no earlier than 8:00 a.m. Music must cease

by 11:00 p. m. and the clubhouse must be vacated by 2: 00 a. m. on the morning after rental day. Rentals shall be limited to a maximum period of six hours.

9. The Renter must be present during the entire event.

10. No kitchen access / No library access / Gym room access only for approved activities that have been approved by the Board.

11. Rentals shall have priority over general access to the clubhouse.

12. The responsible unit owner shall remit payment for any damages caused and fines may be levied for damages.

II. REQUIRED FEES AND DEPOSITS

1. Rental Fee. At the time of this Resolution the rental fee is \$150.00. However, the rental fee shall be determined each year at the sole discretion of the Board, as such, is subject to change. The rental fee is nonrefundable.

2. Room Deposit. The room deposit shall be the same amount as the rental fee. At the time of this Resolution the rental fee \$150.00. Therefore, the room deposit is also \$150.00. However, because the rental fee shall be determined each year at the sole discretion of the Board of Trustees and is subject to change, the room deposit shall also be subject to change. The room deposit is refundable in accordance with this Resolution.

3. Key Deposit. The key deposit shall be \$25.00. The key deposit is refundable in accordance with this Resolution.

4. Payment of Fees and Deposits. The rental fee, room deposit, and key deposit must be paid at least two weeks before the rental date and shall be in the form of a personal check from the Renter's account. If the fees and deposits are not paid or the check is returned for insufficient funds, the rental may be cancelled by the Association. Unit owners shall be responsible for any amounts not paid by tenant Renters including, but not limited to, deposit checks which are returned for insufficient funds and damage or additional cleaning exceeding the amount of the deposit. Collection of rental fees, room deposits, key deposits, or amounts due exceeding the key deposits shall be the levied as maintenance fees.

5. Return of Room Deposit and Key Deposit. The rental fee is nonrefundable. The room deposit and key deposit will be returned within five to ten days after the event. However, if repairs or cleaning are required, the room and key deposits may be used for such purposes. If the cost of repairs or additional cleaning exceeds the amount of the room deposit and key deposit, the Renter and/or unit owner shall be liable for immediate payment. The clubhouse key must be returned to the management office within one business day following the rental. The key deposit may be forfeited for failure to return the key in a timely manner.

III. PROHIBITED CONDUCT.

Violation of any of the following shall result in the automatic forfeiture of the room deposit and key deposit as a penalty and the deposits shall not be applied to additional cleaning or damage repairs, if necessary, and such charges will be sought as an additional charge from the Renter and/or unit owner.

1. Smoking is not permitted in the clubhouse at any time. Violation of this rule may result in additional cleaning charges including, but not limited to, carpet cleaning. Renter will be responsible for any and all costs related to same.
2. Pets are not permitted in the clubhouse at any time. Violation of this rule may result in additional cleaning charges including, but not limited to, carpet cleaning.
3. Renter and guests may not use the pool and/or pool area during the event. The rental of the clubhouse does not include the use of the pool under any circumstances. All activities during the rental of the Clubhouse must be restricted to the interior of the Clubhouse.
4. Renter and guests may not serve alcoholic food or beverages during the event and no guests shall consume any alcoholic beverage at the clubhouse and/or on Association property.
5. Renter and guests may not serve alcoholic food or beverages.
6. No alcoholic food or beverages may be served and/or sold under any circumstances.
7. Adult supervision must be provided for any use of the clubhouse by children under 18 years of age. There shall be at least one adult per ten children in attendance.
8. Occupancy is limited to no more than 100 people.
9. Renter shall reasonably regulate noise and conduct such that neighbors are not disturbed. If renter cannot do so the event must be terminated. Music must cease by 11 :00 p.m
10. The Renter and guests shall comply with all orders from a Board member and/or police during the function.
11. Renter and guests must park in the clubhouse parking lot or designated parking spaces on Tiffany Drive. Under no circumstances shall there be parking in the lots throughout the property of the Association.
12. Renter may not decorate and obstruct the clubhouse for more than a day prior to the rental date.

IV. INSURANCE REQUIREMENT

The Renter is required to provide the Association with a certificate of insurance for their homeowner's or renter's liability policy. The certificate of insurance shall indicate general liability coverage in the

minimum amount of \$300,000.00. The Association and its managing agent shall be named additional insureds under such policies.

V. PRE-EVENT AND POST-EVENT INSPECTIONS AND RESPONSIBILITIES

1. Pre-Event Inspection. Prior to the event, the Renter and an Association representative shall inspect the clubhouse (interior and exterior common property) and make note of any damage found. Any damage not noted on this walk-through shall be deemed to have been caused by the use of the clubhouse during the event and shall be the responsibility of the Renter and/or unit owner. Both the Renter and the Association representative must sign the walk-through list. For tenant Renters: the unit owner may attend the walk through at his option **but** failure to attend the walk through or sign the walk through list shall not release the unit owner from responsibility for any liability for damage.

2. Post-Event Inspection. On the day immediately after the event or on the same day following the function, the Renter and an Association representative shall re-inspect the clubhouse and note any additional damage or cleaning which may be required. The Renter and/or unit owner shall be personally responsible for any damage to the clubhouse not previously noted on the walk-through inspection.

3. Clubhouse Key. Prior to the function the Renter will be given a key. The key must be returned to the Association's property manager within one business day after the event. It is the Renter's responsibility to ascertain the days and times when the property manager will be available to accept the key. Keys should be hand delivered to the property manager and may not be left in the clubhouse or dropped in the mailbox. Days on which the property manager will not be in the office to accept the key (i e., weekends, holidays) shall not be counted.

4. Securing Clubhouse. The Renter shall be responsible for securing the clubhouse upon the termination of the event. This requires that the Renter physically inspect all windows, doors and sliding glass doors to ensure they are locked. The Renter must further lock all exterior doors to the clubhouse. The Renter shall turn off all lights and ensure that all doors are locked.

5. Post-Event Cleaning. The clubhouse shall be left in "clean" condition. Such cleaning shall be the responsibility of the Renter and shall include, but not be limited to, those tasks set forth in the Clubhouse Rental Check List as well as general clean-up. Cleaning shall be completed before 2:00 a.m. on the morning following the day of the rental. In the event the clubhouse is not left in acceptable condition as determined by the Association and a cleaning service is required, a cleaning fee will be charged; such fee shall be not less than \$80.00. The Association reserves the right to charge an additional \$100.00 penalty for failure to make a good faith effort to clean the premises. If cleaning charges or damages are charged the amount will first be subtracted from the room and key deposits; any additional amounts, including penalties, must be paid within 15 days. Failure to pay the additional amounts shall become a lien against the unit owner's home and shall be collectible in the same manner as maintenance fees.

VI. AGREEMENT TO INDEMNIFY, DEFEND AND HOLD HARMLESS

1. The Renter and unit owner agree to indemnify, defend and hold harmless the Association, its officers, trustees, attorneys, managers, management company and employees, along with the predecessors, successors and assigns of each of the foregoing from any claims, demands, damages, actions, causes of action, controversies, judgments and/or liabilities of any nature whatsoever arising from or relating to the use of the clubhouse, including but not limited to, damage to person or property. This specifically includes any liability resulting from the service of alcohol.

EXHIBIT “C” TASKS TO BE PERFORMED FOR CLUBHOUSE RENTAL

1. Fold tables and chairs and return to storage room in the all purpose room
2. Unplug all electrical appliances in kitchen and in all purpose room
3. If resident does not use caterer, and uses our coffee urns, they must be washed and put back in place.
4. Skirts are not allowed to be taken off tables
5. Any kitchen items that have been used, must be washed and put back in place
6. No rentals of chairs, tables, or furniture to be used, only tables & chairs that are available in the clubhouse
7. Remove foods stored in refrigerator, and leave refrigerator clean
8. Secure (know) all trash bags, including the two garbage cans on patio, if used.
9. Place trash bags in large garbage cans outside the door by the air-conditioning units. Throw excess trash into the dumpster, located near the entrance of the parking lot. No trash to be left in clubhouse overnight.
10. Use refrigerator in kitchen.
11. No access to locked storage room.
12. An electric broom is available in the chair and table storage room, should you need to use it.
13. Turn off all lights in clubhouse except the lights in the foyer. (Switch is over reception area desk).
14. Turn off overhead lights on, on the patios. (Switch is located inside next to doors to the patio).
15. Turn off fans outside. (Switch is on inside terrace wall).
16. Any items borrowed must be replaced (paper-ware, coffee, etc.).
17. Should you want clean-up service, asks the on-site manager in the clubhouse.
18. Make sure all doors are locked behind you.

SIGNED:

DATE:

EXHIBIT "D"

CLUBHOUSE USAGE AGREEMENT

I have received a copy of the Rules and Conditions for Clubhouse Usage ("Rules") and Clubhouse Usage Check List ("Check List") and have reviewed and understand them. I agree to abide by all the Rules and will ensure that any and all guests abide by the Rules.

I further agree to personally indemnify, defend and hold harmless Enclave at Edison Condominium Association, Inc., its officers, trustees, attorneys, managers, management company and employees, along with the predecessors, Successors and assigns of each of the foregoing from any claims, demands, damages, actions, causes of action, controversies, judgments and/or liabilities of any nature whatsoever caused or resulting from the use of the clubhouse facility during the date and time set forth below.

I understand that any damage not noted on a pre-event walk-through shall be deemed to have been caused solely during this use of the clubhouse facility and that I shall be responsible for the cost of repair or replacement of such damage and return of the clubhouse facility to the same condition as it was prior to its use for this event. I further understand that such costs shall constitute a lien on my property and/or a personal debt to the extent that the cost of remedying any damages remains unpaid.

I understand that if the required insurance coverage is not obtained, or is later found to be deficient or inapplicable for any reason, that I shall be personally responsible for any damage to property or person arising out of this usage of the clubhouse facility and that the costs of such damage shall constitute a lien on my property until paid.

I agree that this writing, along with the Rules and the Check List, constitutes the entire Agreement between the Association and me with respect to rental of the clubhouse and that any conditions, exceptions, or modifications shall be made in writing and signed by all parties.

Unit Owner _____ Tenant _____

Signature _____

Print Name _____

Address _____

Date _____

Date of Event _____

Number of Guests _____

Type of Functions _____

Signature _____

Print Name _____

Address _____

Date _____

Date of Event _____

Number of Guests _____

Type of Functions _____

In case of emergency, Renter must contact the 24-hour emergency number for the association at _____ and all appropriate authorities.

EXHIBIT "E"

**ENCLAVE AT EDISON CONDOMINIUM ASSOCIATION, INC. CLUBHOUSE
RENTAL AGREEMENT**

This Rental Agreement (hereinafter referred to as the "Agreement") is entered into by and between the **Enclave at Edison Condominium Association, Inc.** (hereinafter referred to as the "**Association**") and

_____, a member,
(type or print name)

(hereinafter referred to as the "**Lessee**") for rental of the Clubhouse and Kitchen in the Association's Clubhouse, (hereinafter referred to as the "Clubhouse") for the use of Lessee and Lessee's guests. In consideration for and as a material condition for rental of the Clubhouse, the Association and the Lessee agree as follows:

1. Lessee reserves the Clubhouse for rental on _____ from _____ to _____. Rental is subject to availability and to the restrictions set forth in this Agreement.

2. A deposit of \$250.00 is required and the fee for rental is \$150.00 (two checks - \$150.00 Rental / \$250.00 Deposit) from the Lessee, together with a signed copy of this Agreement, shall be received by the Association at least 14 days prior to the rental date(s). Checks shall be made payable to: "ENCLAVE AT EDISON CONDOMINIUM ASSOCIATION" (hereinafter referred to as the "Association"). If a deposit check is returned by the bank for insufficient funds, the reservation will automatically be void and the Lessee will reimburse the Association for any bank charges incurred.

3. A rental fee of \$150.00 will be deducted from each deposit; however, if the Lessee cancels any respective rental before the time of the respective rental; the full deposit shall be refunded to the Lessee, less any bank charges for any returned deposit check. The balance of each deposit will be returned within 30 days after the post-event inspection.

4. The Clubhouse may only be rented for non-commercial purposes. No sales, solicitations or other profit generating activities are permitted under any circumstances.

5. Immediately following the rental, the Lessee shall clean and return the Clubhouse to the condition that it was in immediately prior to the rental.

6. The post-event inspection will occur prior to the next rental and not later than the business day following the rental unless a member of the Association is not available within such period, in which event, the post-event inspection will occur on such subsequent date thereafter as an Association member is available to conduct the inspection. If clean-up is not completed by the next business day, the security deposit will be forfeited and the Lessee will be responsible for any additional cleanup costs or repairs incurred by the Association.

7. LESSEE SHALL NOT USE OR PLUG INTO CLUBHOUSE SPEAKER SYSTEM.

8. Individuals under the age of 18 must be accompanied by an adult in the Clubhouse. **NO ALCOHOLIC BEVERAGES ARE PERMITTED TO BE SERVED.** The Lessee, not the Association, is responsible for the conduct of his or her guests, agents, servants and invitees; however, the Association or the Association may immediately terminate the rental, require the Clubhouse to be vacated and/or immediately cleaned, and impose forfeiture of the deposit and seek any other remedies set forth in this Agreement if the Lessee violates the terms of this paragraph, if the Lessee and/or any of his or her guests, agents, servants, or invitees engages in theft, damage or destruction to the Clubhouse or any other Association property, or the property of any individual homeowner, or if the Lessee and/or any of his or her guests, agents, servants, or invitees create a nuisance.

9. No private function in the Clubhouse can exceed 100 people. Full responsibility for any penalties for violation of such order will fall upon the Lessee and the Lessee shall indemnify, defend and hold the Association harmless for any penalty assessed or damage, which occurs as a result of any such violation.

10. All Clubhouse functions must end by 11:00 p. m.

11. Lessee will make reasonable efforts to ensure that he or she and his or her guests, agents, servants, and invitees are considerate of the neighbors and that noise is kept to a reasonable level.

12. The Clubhouse can be rented for private parties on Thanksgiving, Christmas, New Year's Eve, New Year's Day, Easter and Super Bowl Sunday.

13. Rental of the Clubhouse does not include the use of the pool facilities by any participants including but not limited to the Lessee, his guests, agents, servants, or invitees during the period of time of the event. **Rental is restricted to the Clubhouse and Kitchen.**

14. Clubhouse restrooms may be used by other clubhouse patrons during the time of the rental; the restrooms are not for the exclusive use of the Lessee and his or her guests.

15. Lessee understands that rental of the Clubhouse is merely an accommodation to members of the Association. A material breach by Lessee of the terms of this Agreement shall be grounds for the Association to suspend or terminate at its option the right of the Lessee to future rentals. Only members of the Association whose fees are current shall be entitled to rent the Clubhouse. Neither the Association, nor any member, officer, or director thereof, shall be liable if the Clubhouse, or any portion thereof, is not usable for use by a Lessee, or if any equipment, unit, facility, or appliance in the Clubhouse is not functioning properly on the date(s) reserved. In the event the Clubhouse is unavailable or materially unusable, the Lessee shall have the option of canceling the reservation and vacating the Clubhouse (if being used), in which event the full deposit shall be returned to the Lessee, less any amount which may be withheld under the terms of this Agreement.

16. Lessee shall hold the members, officers and directors of the Association and its managing agent harmless from any and all damages and/or liability which may incur from the conduct and/or activities of the Lessee and/or the Lessee's agents, servants, and guests. This

hold-harmless provision shall include, but not be limited to, injuries, which are related to personal bodily injury and/or property damage. Lessee agrees to assume all risk for any materials, goods, equipment, etc. placed in the Clubhouse during the entire time said materials, goods equipment, etc. are in the Clubhouse.

17. Lessee warrants, represents and agrees that Lessee has valid personal homeowner's liability coverage and Lessee shall provide proof of such coverage to the Association, and shall name the Association, the managing agent, IMPAC Property Management as additional insured and provide proof prior to the date for the rental. Failure to provide proof will permit the Association to cancel this Agreement and deny rental upon return of executed rental agreement. In addition, any off-site catering service shall be likewise required to provide proof of insurance and a certificate naming the aforesaid parties as additional insured.

18. Lessee is responsible for any loss or damage to the Clubhouse or other Association property that occurs during the rental of the Clubhouse. The cost of repair or replacement of any such loss or damage shall be deducted from the security deposit. Lessee shall be responsible for reimbursement of any cost of repair or replacement of any such loss or damage, the cost of door lock replacement and/or the cleanup cost incurred by the Association, which separately or collectively exceeds the amount of the security deposit. In addition to all other remedies available to the Association, if prompt reimbursement is not made to the Association for any costs incurred for repair, replacement and/or cleanup, Lessee's right to future rentals will be suspended or terminated at the option of the Association.

19. The Association may institute suit against Lessee in a New Jersey state court of competent jurisdiction in Middlesex County for breach of this Agreement, including, without limitation, failure of the Lessee to reimburse the Association for any costs incurred for repair, replacement and/or cleanup and/or failure of the Lessee to comply with the hold-harmless provisions. If the Association prevails in such action, in addition to other damages, Lessee will be liable for the Association's costs of suit and reasonable attorney's fees. Such fees shall be collected from the lessee in the same manner as provided in the governing documents for the collection of delinquent assessments.

20. In the event that any covenant, condition, or other provision in this Agreement is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair, or invalidate any other covenant, condition, or provision contained in this Agreement. If such covenants, condition, or other provision is held invalid due to its scope or breadth, such covenant, condition, or other revision shall be deemed valid to the extent of the scope or breadth permitted by law.

21. Insurance to be provided for any entertainment/catering for private functions in the Clubhouse.

*LESSEE _____ DATE _____

(Sign and Print Name)

ADDRESS

ENCLAVE AT EDISON CONDOMINIUM ASSOCIATION, INC.

BY: _____ DATE _____
(Sign and Print Name of Association Member)

***OWNER MUST ALSO SIGN IF LESSEE IS A TENANT**
