



# Rental Agreement



This Rental Agreement is made between the Packanack Lake Community Association, the Lessor, hereafter referred to as PLCA, and \_\_\_\_\_ the Member/Lessee, to lease the premises described as Packanack Lake Clubhouse Hall, owned and managed by the Packanack Lake Community Association, 52 Lake Drive West, Wayne, NJ, 07470 for the rental date: \_\_\_\_\_, 20\_\_\_\_ (day of the week: \_\_\_\_\_).

Member/Lessee rents the facility "as is" and with all faults. Member/Lessee is renting the main Clubhouse Hall & Kitchen along with access to the Deck. The Trophy Room, Board Room and beach are not included.

Member \_\_\_\_\_ Address \_\_\_\_\_  
Phone \_\_\_\_\_ E-Mail Address \_\_\_\_\_

Purpose of Rental: \_\_\_ Birthday \_\_\_ Anniversary \_\_\_ Shower \_\_\_ Wedding \_\_\_ Graduation  
\_\_\_ Other \_\_\_\_\_

**NOTE:** Fundraisers need approval from the PLCA Board of Governors and may require a higher security deposit, as well as further requirements if liquor will be provided.

Number of People Attending/Using the Facility: \_\_\_\_\_ (not to exceed 195)

Member/Lessee is entitled to use of the Hall beginning at 9 a.m. the day of the rental. The event must be concluded and the premises vacated by all persons by 2 a.m.

Anticipated Event Start Time: \_\_\_\_\_ Anticipated Conclusion: \_\_\_\_\_

Fees - \$\_\_\_\_\_ per day, plus \$300.00 Security Deposit, plus \$\_\_\_\_\_ for cleaning services that PLCA will hire/provide. If Member/Lessee cancels the event/rental, deposits will be refunded if cancelled 60 or more days before the rental date. Balances are due (1) one week prior to the rental date.

Deposit \$ _____	Date Received _____	Check # _____
Balance \$ _____	Date Received _____	Check # _____
Cleaning Fee \$ _____	Date Received _____	Check # _____
Security Deposit \$ _____	Date Received _____	Check # _____

\*Caterer Name and Phone \_\_\_\_\_ C.O.I. \_\_\_\_\_  
\*Entertainment/Other \_\_\_\_\_ C.O.I. \_\_\_\_\_  
\*Waiver \_\_\_\_\_ Addendum \_\_\_\_\_

\* Member/Lessee will ensure that certificates of insurance naming PLCA as a certificate holder and an additional insured are provided prior to the rental for any professional services Member/Lessee may hire for the event including, but not limited to: DJs, musicians, entertainers, caterers, decorators, florists, photographers, or other independent contractors. Should Member/Lessee have family or friends who are donating their professional services involving entertainment, photography or other types of labor during the rental where the individual may not carry professional liability insurance or be able to provide an insurance certificate, Member/Lessee and the individual shall provide a signed statement including signatures from all parties confirming that the individuals involved are providing the services out of friendship and not charging a fee for their help. This signed statement will become an addendum to this Rental Agreement to extend the same indemnification of PLCA by all individuals/parties listed.

## Member's Responsibilities

The Clubhouse is the property of the members of PLCA and should be treated as such.

Member/Lessee renting the Hall must be present at all times during the rental, including pre-function decorating and post-function cursory cleanup.

Member/Lessee will not sublet or assign use of the Clubhouse.

Smoking is not permitted inside the building or on the deck or beach. Smokers must use the containers at the front entrance to the building. Containers may not be relocated. Cigarette butts discarded in the flower beds, flower pots, lake, on the deck, beach or on any part of the property other than the designated smoker's containers will be considered an infraction and the security deposit will be withheld.

Fire exits **MUST BE KEPT CLEAR AT ALL TIMES** so that attendees can exit the building quickly in an emergency. This includes the hallway.

Pets are not permitted in the building or on the deck and beach.

The PLCA Ranger, Manager or other PLCA employees or PLCA agents have the right to be present or visit the Clubhouse during the rental to make sure that all rules and policies are being followed. If during the visit, management finds any violation or infraction, the PLCA Ranger, Manager or PLCA employees or agents have the right to enforce the rules and/or end the function with loss of fees and deposit.

Hall – PLCA shall provide tables and chairs. No tables, chairs or other furniture may be brought in.

Parking – All invitees, entertainers, caterers, etc. will park in the designated parking spaces. Any vehicles parked on the sidewalk or other areas not designated parking spaces will be considered an infraction, and the security deposit will be withheld. This includes loading and unloading.

Kitchen – No kitchen utensils or flatware will be provided by PLCA. Kitchen facilities, ice machine, stove, refrigerator and freezer will be available unless otherwise notified. Everything brought into the premises by a caterer or Member/Lessee must be removed at the conclusion of the event. All trash is to be put into provided kitchen receptacles. Extra garbage bags are normally provided and are located on the kitchen counter. Kitchen area must be kept clean of spills and grease. Wet, excessive, and/or leaking garbage bags should be taken outside and placed inside the dumpster.

Removal of Party Debris – All disposable items such as plastic ware, tablecloths, cups, paper products of any kind, left-over food on tables, empty bottles, cans etc. **MUST** be disposed of in the trash cans provided. Anything borrowed from the Clubhouse (i.e. coffee pots, trays, glasses, vases etc.) must be returned to kitchen, cleaned and put away.

Storage -- PLCA does not provide storage for equipment or supplies either before or after the event. All rental and/or catering equipment and supplies must be removed from the premises immediately following the event. PLCA accepts no responsibility for any items left behind.

Decorations – All decorations must be approved by the PLCA Office prior to the event. Set-up and decorating are permitted only during the rental period. Painter's tape is the only PLCA recommended adhesive. No staples, nails, duct tape, or glue may be used to attach decorations. All decorations must be taken down immediately after the event. This includes: tape, wire, remnants of decorations, balloons, lights, and anything else used to decorate. Stage must be completely cleared of decorations, plants, wires, and anything placed there to decorate for the event. Confetti and other celebratory substances should be used responsibly. Excessive debris should be swept up by Member/Lessee. A cleaning surcharge may apply for confetti/similar celebratory substances left anywhere on the premises.

## Member's Responsibilities

(Continued)

Candles, open flames, fires in the fireplace, incendiaries or pyrotechnics, smoke machines and inflatables are not permitted. **Renter is responsible for any penalties/fines incurred.**

Security Deposit – A \$300.00 security deposit (\$1500.00 for a wedding) shall be placed with the PLCA Office (1) one week prior to the rental date and will be returned at the time the Clubhouse is vacated, the key is returned and upon satisfactory inspection by the PLCA Office or other PLCA employees that no damage or infraction has occurred. Fundraisers approved by the Board of Governors may require a security deposit above the standard amount. In the event of damage or if an infraction is noted, an appropriate amount shall be deducted from the Security Deposit and/or paid by Member/Lessee. The security deposit will be returned in full only if Member/Lessee complies in full with the Rental Agreement. **Any deviation or violation or failure to comply with the Rental Agreement may result in forfeiture of all or a portion of the security deposit at the discretion of the PLCA Office.**

Disclaimer of Liability – PLCA shall not be responsible for the loss or damage to property, or injury to persons, incurring in or about the Hall during the rental period. Member/Lessee bears all responsibility for the conduct of all persons in attendance and for any and all damages done to any part of the premises or for any infractions during the time that the premises are under the control of Member/Lessee, or Member/Lessee's agents, invitees, guests or independent contractors employed by Member/Lessee, including liability and any worker's compensation claims. Children shall be supervised at all times and remain in the rented areas. PLCA is not responsible for the liquor liability if Member/Lessee is supplying liquor to guests during the rental date. If a caterer is involved in dispensing liquor, the liquor liability should be referenced on their certificate of insurance. If Member/Lessee is offering liquor directly to guests, it should be offered in a complimentary fashion, and Member/Lessee should monitor consumption activity to the same level of care as if they were hosting the event at their personal residence. If Member/Lessee is hosting a fundraiser where liquor will be served, Member/Lessee: 1) must obtain all required permits, including but not limited to a Social Affair Permit, 2) must obtain general liability insurance naming PLCA as an additional insured for the rental period, and 3) must comply with all rules/requirements of PLCA's Club liquor license, and consult with the PLCA Office as to all such rules/requirements.

Indemnification – To the fullest extent permitted by law, Member/Lessee shall indemnify and hold harmless PLCA, PLCA's Board of Directors and Board of Governors, employees and members, from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees and costs arising out of or in any way related to the use of the premises pursuant to this Rental Agreement, including but not limited to, adjoining sidewalks, parking areas, and common areas. This indemnification shall be required regardless of whether or not such claim, damage, loss or expense is caused in whole or in part by a party indemnified hereunder. This indemnification requirement shall apply, without limitations to all claims, damages, losses and expenses attributable to bodily injury, sickness, disease or death, as well as destruction of tangible property including the loss of use resulting therefrom.

Disclaimer of Lake Conditions – The condition of the lake, including but not limited to color, odor, and water level shall not cause to alter any of the terms of this Rental Agreement.

PLCA will issue any cancellation notice to Member/Lessee as far in advance as possible, but reserves the right to cancel the rental at any time in the case of extreme necessity for fire, safety hazard or other events beyond PLCA's control including acts of God, and Member/Lessee agrees that PLCA shall not be liable for any loss resulting to the Member/Lessee for such cancellation.

When leaving the premises, Member/Lessee will make sure that the heat and/or air conditioning are at the correct levels, that all lights are off and all windows and doors are closed and securely locked.

I acknowledge that I have read, understand and will abide by the terms and conditions in this PLCA Rental Agreement.

Member/Lessee \_\_\_\_\_ Date \_\_\_\_\_, 20\_\_\_\_

PLCA Lessor \_\_\_\_\_ Date \_\_\_\_\_, 20\_\_\_\_

# Packanack Lake Community Association

Key Issued: \_\_\_\_\_

At the conclusion of your event, please make sure:

- All decorations are down and in trash cans
- All tables are cleared of debris
- All lights are off in main hall, hallway, foyer, kitchen and bathrooms
- If applicable, heat is turned down to 58° on thermostats 2 & 4
- If applicable, air conditioners are turned up to 85° on thermostats 1, 2, 3 & 4
- All kitchen fans are turned off
- All windows are closed and securely locked
- All doors -- including the two back deck doors, the two front doors and kitchen door -- are closed and securely locked
- All items brought in for the rental have been removed, including any serving items, etc brought in by a caterer or other person/company hired by Member/Lessee

Failure to comply with any of the above will result in forfeiture of security deposit.

Signed:

Member/Lessee \_\_\_\_\_ Date \_\_\_\_\_, 20\_\_\_\_

PLCA/Lessor \_\_\_\_\_ Date \_\_\_\_\_, 20\_\_\_\_

A crew hired by PLCA will clean and restore the Clubhouse for the next day's activity.  
The following will be done by the hired cleaning personnel:

1. TABLES AND CHAIRS broken down, folded and put away.
2. HALL -- floor swept, cleaned and mopped.
3. FOYER/HALLWAYS -- Vacuumed and cleaned.
4. KITCHEN -- Sinks, counters, and floor washed and cleaned.
5. BATHROOMS -- Sinks and floor washed and cleaned; toilets cleaned and sanitized. Paper supplies restocked.
6. Removal of garbage bags to outside trash area.