

Princeton Walk Recreation

Clubhouse Agreement

1. Parties/Events must be booked no less than two weeks in advance.
2. A copy of your Homeowners Insurance Delectation Page with proof of at least \$100,000 in liability coverage is required.
3. Princeton Walk Recreation must be named as additionally insured for the date of the party. This must be listed on the page being submitted.

Type of Event	Non-Refundable Deposit (Resident Fees)	Refundable Deposit
Homeowner Private/Social Event	\$150	\$300
Information Session (e.g. lecture on landscaping/investing. No fee to attend)	Free	\$300

****All documents must be submitted together in order to secure the date****

Princeton Walk Recreation

10 Princeton Walk Blvd N. Princeton, NJ 08540

Phone: 732-274-2795 Email: awalker@rcpmanagement.com

EXHIBIT "A"
RULES AND REGULATIONS FOR CLUBHOUSE PARTY ROOM USAGE

A. WHO MAY USE THE CLUBHOUSE PARTY ROOM

1. The clubhouse party room is for the use of owners of homes within the Association, The Woods at Princeton Walk, and The Preserve at Princeton Walk (collectively "Owners") and their tenants with Owner's approval. Owners shall be in good standing.

An Owner in good standing for purposes of this Resolution shall be an Owner who has paid all assessments, fees, fines, and other amounts due, if any, and who has no unresolved violations of the Governing Documents. Any tenant using the clubhouse party room must obtain permission of the Owner who will co-sign the Usage Agreement and take full responsibility for compliance.

2. No clubhouse event may be open to the general public. Any event advertised as open to the general public or made open to the general public will be cancelled and all fees paid forfeited.

B. PORTIONS OF CLUBHOUSE WHICH MAY BE USED.

1. The use of the clubhouse shall be limited to the party room (upper level of clubhouse) and restrooms only.

2. The gym, swimming pool, basketball courts, tennis courts, exercise rooms, upper level deck, and all other areas of the clubhouse and premises are off limits during any private function.

3. Attendees may use the clubhouse parking area for parking vehicles but for no other purpose.

C. PERMITTED PRIVATE EVENTS

1. It is intended that the clubhouse party room be made available to Owners for the following private events:

- a. Homeowner Social Events.
- b. Information Events.
- c. Recreational Classes.

D. HOMEOWNER SOCIAL EVENTS – PROCEDURES AND POLICIES

1. Homeowner Social Events are occasional, private, non-commercial parties such as for birthdays, anniversaries, bridal or baby showers, graduations, etc. Attendees may not be charged a fee and no donations shall be solicited. Homeowner Social Events must be sponsored by an Owner (or tenant with Owner approval) and may be attended by nonresident invited guests.

2. Available Days/Hours. The clubhouse party room is available for homeowner social events on Mondays through Friday evenings (between 6:00 p.m. and 10:00 p.m.) and Saturdays and Sundays (between 11:00 a.m. and 10:00 p.m.). All set up and clean up must be performed within these time frames. Exiting the clubhouse after 10:00 p.m. will result in tripping the security alarm and the Owner will be responsible for cost of any response or charge from the Association's security company. Events may be extended to 12:00 a.m. with at least five days' notice and payment of an additional fee. Each event may last a maximum of seven hours including set up and clean up.

3. Clubhouse Usage Agreement. The Owner sponsoring the event must sign the Clubhouse Usage Agreement and provide all fees and documentation required. If a tenant will be using the clubhouse, the tenant must also sign the Clubhouse Usage Agreement.

4. Usage Fees. The Owner shall provide a nonrefundable usage fee and a refundable deposit which will be refunded after the event less any damage. Events extended to 12:00 a.m. shall be subject to an additional fee. All fees are set forth in Exhibit "D" and are subject to change. Notice of the increased fees will be given to all Owners.

5. Attendee Fees/Donations. The attendees may not be charged a fee and may not be solicited for donations for the event.

5. Clubhouse Checklist. Events will not be monitored. The Owner sponsoring the event must participate in a walkthrough of the clubhouse and restrooms and sign a Clubhouse Checklist before and after the event. Any damage not noted before the event will be presumed to have occurred at the event and the Owner shall be responsible for the cost of all such damage.

6. The Owner (or Tenant if applicable) shall be responsible for securing the clubhouse at the end of the event. This requires that all windows and doors be closed and locked, lights are turned off, and heat/air conditioner be regulated (heat to 65 degrees in cold weather and the air conditioning to 78 degrees in warm weather.)

E. INFORMATION EVENTS – PROCEDURES AND POLICIES

1. Information Events are events meant to convey information only without any advertisement of goods or services or charitable intent. Examples are an historian talking about local historical events or sites or a bird watcher talking about birds. Any speaker/presenter who is employed in a business related to the talk/presentation with the potential for business generation or fundraising will be deemed to be a commercial event and not an Information Event. Speakers need not be residents of the Association, the Woods, or the Preserve. Attendees may not be charged a fee and no donations shall be solicited. Information events must be sponsored by an Owner and may only be attended by residents of the Association, the Woods, and the Preserve.

2. Available Days/Hours. _____. The clubhouse party room may be used a maximum of two hours for any Information Event which shall include set up and clean up.

3. Clubhouse Usage Agreement. The Owner sponsoring the event must sign the Clubhouse Usage Agreement and provide all fees and documentation required. If a tenant will be sponsoring the event, the tenant must also sign the Clubhouse Usage Agreement.

4. Usage Fees/Deposit. There is no Usage Fee, however, Owner shall provide a refundable deposit which will be refunded after the event less any damage. All fees are set forth in Exhibit "D" and are subject to change. Notice of the increased fees will be given to all Owners.

5. Attendee Fees/Donations. The attendees may not be charged a fee or be solicited for donations for the event.

6. Clubhouse Checklist. Events will be monitored and no Clubhouse Checklist shall be required.

F. RECREATIONAL CLASSES – PROCEDURES AND POLICIES

1. Recreational Classes are classes given by an individual with a specialized skill such as painting, yoga, Pilates, crafts, etc. Attendees may be charged a fee. Instructors need not be residents of the Association, the Woods, or the Preserve.

2. All Recreational Classes must be subject to a written agreement between the Association and the instructor which shall set forth fees paid by the instructor for use of the clubhouse, insurance requirements, hours/days, etc. However, an instructor may be permitted to conduct one free class to generate interest (subject to payment of deposit and proof of insurance) without executing a written agreement.

3. Recreational Classes may be attended only by residents of the Association, the Woods, and the Preserve.

G. ADDITIONAL PROCEDURES AND POLICIES FOR ALL EVENTS

1. Use of the clubhouse applies to the party room (upper level) and restrooms only. If the Association's swimming pool, exercise room, basketball and tennis courts, upper level deck, or other facilities are used by attendees during any event, the deposit shall be forfeited. If anybody is found using the swimming pool or exercise room during an event, the deposit will automatically be forfeited to the Association and a penalty of \$500 shall be imposed against the Owner.

2. The clubhouse may not be used for conducting religious or political events of any kind.

3. Frequent or regular use of the clubhouse by one Owner and all other uses shall be solely at the discretion by the Board of Trustees.

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

5. Requests for clubhouse use is first come first serve. However, official events of the Association, the Woods, or the Preserve at Princeton Walk and their Boards shall take precedence over all other uses and other uses may be cancelled when a conflict arises. The only remedy for cancellation shall be refund of any deposit or fees paid to the Association. Such official events must be scheduled with the Recreation Manager but no fee or other procedures are required for such use. The official events include, without limitation, meetings of any of the Boards, meetings of official committees sanctioned by the Boards, annual and special meetings of the members scheduled by the Boards, and community functions organized by the Association.

6. The maximum occupancy of the clubhouse shall not exceed 60. If the maximum occupancy is exceeded, the deposit will be automatically forfeited to the Association and a penalty of \$500 shall be imposed against the Owner. Any fines imposed by the municipality or other governmental authorities shall be passed through to the Owner for payment.

7. Music and other noise shall be reasonably regulated while in the clubhouse and on other Common Property such that neighbors are not disturbed.

8. All activities during the use of the clubhouse must be restricted to the interior of the clubhouse.

9. The Owner (or tenant, if applicable) must remain at the function at all times.

10. The clubhouse shall be left in "broom clean" condition. Such cleaning shall be the responsibility of the Owner (and tenant, if applicable) using the clubhouse and shall include, but not be limited to, vacuuming, general clean-up, and collecting and removing garbage from the clubhouse grounds and premises. Cleaning shall be completed before the end time of any event. In the event the clubhouse is not left in acceptable condition as determined by the Association, a cleaning fee will be deducted from the Deposit. If cleaning charges or damages exceed the amount of the deposit, any excess must be paid by the Owner within 15 days.

11. The Owner (and tenant, if applicable) and guests shall comply with all Federal, State and local laws and regulations when using the clubhouse. The member will not use the clubhouse for any purpose or activity prohibited by law.

12. No decorations may be affixed to walls, furniture, or fixtures.

13. Smoking is prohibited in the clubhouse and on any other Common Property at all times. Violation of this rule may result in additional cleaning charges including but not limited to carpet cleaning, drapery cleaning, and upholstered furniture cleaning. If smoking occurs during the event, the deposit will automatically be forfeited to the Association and a penalty of \$500 shall be imposed against the Owner.

14. 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, drapery cleaning, and upholstered furniture cleaning.

15. Alcohol is prohibited during the event. If alcohol is brought onto the premises, served or consumed during the event, the event will be immediately cancelled. Additionally, the deposit will be automatically forfeited to the Association and a penalty of \$500 shall be imposed against the Owner.

16. The use of the clubhouse may not be sublet in any manner.

17. Unmanned cameras and other recording security devices may be in use in the clubhouse and surrounding property.

18. The Owner (and tenant, if applicable) shall personally 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 for all claims, demands, damages, actions, causes of action, controversies, judgements and/or liabilities of any nature relating to the use of the clubhouse including, but not limited to, damage to person or property. This specifically includes, but is not limited to, any liability resulting from the service of alcoholic beverages and unauthorized use of the pool.

19. The Owner (and tenant, if applicable) shall provide the Association with proof of insurance for their homeowner's (and/or renter's) liability policies with appropriate special event coverage in the minimum amount of \$1,000,000. All such policies shall name the Association and its managing agent as additional insureds.

20. The Owner (and tenant, if applicable) shall acknowledge receipt of these rules and regulations and must agree to abide by them as well as the provisions of the Declaration and By-Laws. Owners are responsible for the conduct of their tenants as well as any guests, visitors, invitees, respective family members, employees, servants, agents, tenants, visitors, licensees or household pets. Owners are responsible for all damage caused to the clubhouse and other Common Property during the clubhouse usage. A guest is considered anyone who is allowed to enter the clubhouse during the function.

H. PROCEDURE FOR CLUBHOUSE USAGE

1. The Owner (or tenant, if applicable) must contact the Association's Recreation Manager to determine availability of the clubhouse. In reserving the clubhouse party room, the date, hours of event, type of event, estimated number of guests, and all other relevant information must be provided. Reservations may be held briefly pending receipt of required documents and fee/deposit but will be released if not received as requested.

2. Required Documents. Owners shall submit the following documents in order to hold a reservation and be approved for clubhouse usage:

- a. Usage Agreement. The Usage Agreement is attached as Exhibit "B".
- b. Clubhouse Checklist (Homeowner Social Events Only). The Clubhouse Checklist is attached as Exhibit "C".

3. Usage Fees and Deposits. Owners shall submit the Usage Fee required for the type of event and Deposit (Fees and Deposits are attached as Exhibit "D") in order to hold a reservation and be approved for clubhouse usage:

- a. Usage Fee. The Usage Fee shall be made by check or money order payable to "Princeton Walk Homeowners Association, Inc." The Usage Fee will be refunded if the reservation is cancelled within two weeks of the reserved date. Refunds for cancellations after this deadline will be at the discretion of the Board of Trustees.

- b. Deposit. The Deposit shall be made by check or money order payable to "Princeton Walk Homeowners Association, Inc." The Deposit is refundable and will be returned within 30 days after the event less any deductions for damages and/or cleaning. The Deposit shall be forfeited for violations of prohibited conduct relating to alcohol, smoking, exceeding maximum occupancy, and use of pool or exercise room. An Owner's liability for damages shall not be limited to the Deposit.

4. Insurance. The Owner (and tenant, if applicable) shall provide the Association with proof of insurance for their homeowner's (and renter's) liability policies with appropriate special event coverage in the minimum amount of \$1,000,000. All such policies shall name the Association and its managing agent as additional insureds.

5. Vendors. Any vendors used for the function – such as caterers, musicians, bartenders, DJs, etc. - must be pre-approved by the Association and must provide satisfactory proof of insurance at the Association's sole discretion.

I. ENFORCEMENT

1. Owners (and tenants, if applicable) who use the clubhouse in violation of these Clubhouse Rules and Regulations shall be subject to any or all of the following action:

a. Imposition of a penalty in the amount of \$50 for each violation. For violations of prohibited conduct relating to alcohol, smoking, exceeding maximum occupancy, and use of pool or exercise room the penalty shall be \$500 for each violation. Collection of penalties may be enforced against any Owner as if the fine were a common expense assessment owed by the Owner.

b. Forfeiture of Deposit.

c. Legal action for damage caused or the cost of repairing such damage including cleaning costs or other issue relating to clubhouse use.

d. Suspension of the right to use the clubhouse.

2. Owners shall be offered the opportunity to participate in alternative dispute resolution.

EXHIBIT "B"
CLUBHOUSE USAGE AGREEMENT

Owner Name: _____ Phone Number: _____

Home Address: _____

Tenant Name: _____ Phone Number: _____

Date of Event: _____ Hours: Start _____ End _____

Number of Guests: _____

TYPE OF EVENT

Homeowner Social Event. Describe: _____

Information Event. Describe: _____

Recreational Classes – DO NOT USE THIS FORM. REQUIRES WRITTEN AGREEMENT.

Usage Fee (Circle One): \$150.00 / Free Check No. _____

Deposit: \$300.00 Check No. _____

Owner Insurance Provided: _____

Other Insurance Provided: _____

Vendors To Be Used

Insurance

By signing below, I understand and agree to the following for the use of the clubhouse for the private function as described above ("Event"):

- I am a member in good standing of Princeton Walk Homeowners Association, the Woods at Princeton Walk, or the Preserve at Princeton Walk.
- The clubhouse will only be used by me for the Event described above and for no other purpose. In the event the Association cannot give possession of the clubhouse for the Event, due to emergency, acts of nature, conflict, or any other circumstance, the Association's sole liability shall be to return the Usage Fee and Deposit.
- I have received a copy of the Rules and Regulations for Clubhouse Usage ("Rules") and have reviewed and understand them. I will abide by the Rules and will ensure that all guests abide by them during the Event. The Rules are incorporated into and made a part of this Clubhouse Usage Agreement including, but not limited to, the following:

- a. Smoking is prohibited (\$500 penalty and forfeiture of deposit.)
 - b. Alcohol is prohibited (\$500 penalty and forfeiture of deposit.)
 - c. This Event may use the clubhouse party room (upper level) and restrooms only. Use of any other portion of the clubhouse including the swimming pool, upper level deck, and gym is prohibited (\$500 penalty and forfeiture of deposit.)
 - d. Decorations will not be affixed to walls, furniture, or fixtures.
 - e. The maximum occupancy of the clubhouse will not exceed 60 (\$500 penalty and forfeiture of deposit.)
 - f. I will be present at the Event at all times.
 - g. Noise will be reasonably regulated so as not to disturb any other residents.
- I am responsible for the conduct of all guests which shall include any individual permitted to enter the clubhouse party room during this Event. I am responsible for all damage caused during the Event. I will notify the Association at once of any fire, plumbing leak or problem, or other casualty loss in the clubhouse or adjacent area.
 - I understand the cancellation policy. If I cancel at least two weeks before the Event, the full Usage Fee and Deposit will be returned to me. For cancellations after this deadline, the Deposit will be returned to me but the refund of the Usage Fee will be at the discretion of the Board of Trustees.
 - I agree to indemnify, defend and hold harmless Princeton Walk Homeowners Association, Inc., its 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 or during my use (or my tenant's use) of the clubhouse facility for this Event.
 - I understand that I am responsible for any damage to the clubhouse during the Event and I shall be responsible for the cost of repair or replacement of such damage. If the Association incurs any attorney's fees or other costs in the enforcement of the Clubhouse Usage Agreement, I agree to pay them. I further understand that such costs shall constitute a lien on my property and/or a personal debt to the extent that they remain unpaid.
 - I will maintain the required insurance coverage. 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 for this Event and that the costs of such damage shall constitute a lien on my property until paid.
 - I agree that this Clubhouse Usage Agreement, along with the Resolution, Rules, and Clubhouse Check List constitutes the entire Agreement between the Association and me with respect to use of the clubhouse for this Event and that any conditions, exceptions, or

modifications shall be made in writing and signed by all parties. Notwithstanding this, I understand that all provisions of the Declaration of Covenants, Conditions, and Restrictions, By-Laws, and the rules and regulations apply to use of the clubhouse and other common property.

UNIT OWNER

Signature: _____
Print Name: _____
Address: _____
Date: _____

TENANT (IF APPLICABLE)

Signature: _____
Print Name: _____
Address: _____
Date: _____

ASSOCIATION APPROVAL

Signature: _____
Print Name: _____
Date: _____

EXHIBIT "C"
CLUBHOUSE USAGE CHECK LIST

Pre-Event Walkthrough.

Note all damage to interior and adjacent exterior of clubhouse prior to event. Photograph damage and maintain photos.

Broom clean: _____
Windows closed: _____
Trash removed: _____
Walls: _____
Floors: _____
Restrooms: _____
Kitchen: _____

Post Event Walkthrough

Note condition of previously-identified damage. Note new damage. Photograph damage and maintain photos.

Broom clean: _____
Windows closed: _____
Trash removed: _____
Walls: _____
Floors: _____
Restrooms: _____
Kitchen: _____

The above conditions, except where disputed, are agreed as the existing condition upon walk through.

UNIT OWNER

Signature: _____
Print Name: _____
Address: _____
Date: _____

UNIT OWNER

Signature: _____
Print Name: _____
Address: _____
Date: _____

TENANT (IF APPLICABLE)

Signature: _____
Print Name: _____
Address: _____
Date: _____

TENANT (IF APPLICABLE)

Signature: _____
Print Name: _____
Address: _____
Date: _____

ASSOCIATION REPRESENTATIVE

Signature: _____
Print Name: _____
Title: _____
Date: _____

ASSOCIATION REPRESENTATIVE

Signature: _____
Print Name: _____
Title: _____
Date: _____

EXHIBIT "D"
FEES FOR CLUBHOUSE USAGE

Following are the current fees for the clubhouse usage as of _____, 2019. This Exhibit "D" and these fees may be changed from time to time by the Association's Board of Trustees and such written change shall be deemed to modify this Resolution.

Homeowner Social Events.

Nonrefundable usage fee: \$150

Refundable deposit: \$300

Additional time surcharge: \$ _____

Information Events

Refundable deposit: \$300

Recreational Classes

By Agreement