

Princeton Walk Homeowners Association

Recreational Class Instructor Agreement & Application

Welcome!

Dear Instructor,

Thank you for your interest in Princeton Walk Homeowners Association, Inc. ("Association") Recreational Class Program. The Association is dedicated to building strong communities through recreational and enrichment opportunities. The Association wishes its residents to have access to instructors to provide recreational services.

Please review the agreement for details on the Recreational Class Program and submit Recreational Class Application.

Again, thank you for your interest in the Recreational Class Program. After review of the agreement, you have any further questions feel free to contact Recreational Manager.

Sincerely,
Recreational Manager

**LICENSE AGREEMENT BETWEEN
PRINCETON WALK HOMEOWNERS ASSOCIATION, INC.
AND**

THIS LICENSE AGREEMENT is made this _____ day of _____, 2019, between PRINCETON WALK HOMEOWNERS ASSOCIATION, INC., having an address of c/o RCP Management Company, 10 Princeton Walk Blvd. North, Princeton New Jersey 08540 ("Association") and _____, having an address of _____ ("Instructor");

WHEREAS, the Association wishes its residents to have access to instructors for Recreational Classes in the clubhouse party room; and

WHEREAS, Instructor wishes to provide _____ instruction to Association residents and use the Association's facilities in doing so; and

NOW, THEREFORE, for and in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Association and Instructor hereby agree as follows:

- **AVAILABLE DAYS/HOURS:** The clubhouse party room is available for recreational classes on Monday through Sunday between 7:00 am and 9:00 pm. All set up and clean up must be performed within these time frames. Each class may last a maximum of 90 minutes including set up and clean up.
- **TERM / TERMINATION:** The term shall be for the period commencing _____ and expiring _____. This License Agreement may be revoked and terminated, with or without cause, by the Association at any time. Notwithstanding this right to revoke and terminate, the Association shall endeavor to provide a courtesy notice of 30 days to Instructor, however such courtesy notice shall not change the character of this License Agreement. Upon termination, Instructor agrees to refund all unused portions of the instruction fees, if any, to the participants. The Instructor will conduct classes on this _____ day(s) between this _____ time(s).
- **PAYMENT / FEES:** Instructor shall pay Association a non-refundable fee of _____ per class for the entire term and refundable deposit of _____ for the entire term for use of the clubhouse party room for recreational classes.
- **CLUBHOUSE USAGE:** The Association shall provide instructor the clubhouse party room to be used for recreation class instruction as per the schedule defined under Term / Termination section within this agreement. In the event the Association cannot provide instructor access to or use of the clubhouse party room for any reason, instructor's sole remedy shall be reimbursement of any fees paid to the Association for the days/times access or use is not available. The Association shall not be obligated to instructor for damages of any kind related to instructor's inability to use the clubhouse party room for previously scheduled recreational classes. Instructor shall be responsible for:

- Any damage caused to the clubhouse space used for recreational class
 - Inspecting the premises prior to each class to ensure they are safe for participants
 - Ensuring clubhouse facility is used by instructor and participants safely, in a manner designed to prevent injury and in accordance with all posted rules
 - Leaving the clubhouse party room clean
 - Properly returning tables and chairs to their original area
 - Securing all doors and windows
 - Turning off lights/air conditioner/heater
 - Ensuring that no smoking, alcohol, illegal drugs or drug paraphernalia, firearms or weapons, tobacco products, gambling, adult-oriented or sexually-explicit materials in any area within clubhouse is consumed
 - Ensuring that no food/drinks are consumed in any area within clubhouse (Water ok)
 - Reporting any maintenance issues or concerns to Recreational Manager as soon as they are observed
 - Storage of personal equipment/supplies in any area within clubhouse is prohibited
 - Ensuring no instruction programs related to investment advice, ventures that may pose financial risks or solicitation, and/or sale of products or services
 - Instructions does not offer, imply and/or infer religious instruction, practices or rituals; is not a religious based program or class
- **INSURANCE:** The Agreement is contingent upon the Association's approval of the Instructor's insurance coverage. The Instructor, concurrently with the signing of this Agreement, shall produce valid certificates of acceptable insurance coverage for comprehensive property liability, personal injury liability, automobile, vehicular and equipment coverage, and workman's compensation. "Acceptable" as used in this paragraph shall be determined at the sole discretion of the Association and shall mean insurance written by a reputable insurance company which company is licensed to conduct such insurance business in the State of New Jersey and providing for acceptable amounts of coverage. Notwithstanding anything else, Instructor shall maintain in force all insurance required by law in such amounts as required by law; in addition, Instructor must have a minimum of \$1,000,000 coverage per recreational class and an aggregate annual minimum of \$2,000,000 coverage. Insurance certificates shall provide that the policy of insurance cannot be canceled without thirty days prior written notice thereof to the Association and its managing agent. Simultaneously with the execution of this License Agreement, Instructor shall produce a valid certificate of insurance showing policy number, deductible and amounts of coverage for said insurance and shall provide additional insured and other endorsements upon request. The Association and its managing agent shall be named additional insureds under such policies. Instructor is solely liable for any deductible. This paragraph shall not be construed or deemed to, in any way, limit any liability of the Instructor to the Association.
 - **INDEMNIFICATION:** The Instructor hereby agrees to indemnify and save harmless the Association and its managing agent from liability for any damage or loss that occurs during or in connection with the Instructor's performance of the Instruction, whether it be caused by the negligent or intentional act or omission of the Instructor, its agents, employees, subcontractors or servants or the negligent act or omission of the Association, its agents, employees, or servants. The Instructor agrees to defend against any claims brought or actions filed against the Association and/or its managing agent with respect to the subject of the indemnity contained in this agreement, whether such claims or actions are rightfully or wrongfully brought or filed. If the Association and/or its managing agent, in enforcement of any part of this indemnity

contract, shall incur necessary expenses, or become obligated to pay attorney's fees or court costs, the Instructor agrees to reimburse the Association and/or its managing agent for such expenses, attorney's fee, or costs within thirty days after receiving written notice from the Association and/or its managing agent of the incurring of such expenses, costs, or obligations.

- **CLASS REGISTRATION & PREPARATION:** The Association shall not be responsible for registration, preparation, oversee, supervise, review of any recreational class programs. The Instructor shall be responsible for:
 - Ensuring only Association residents shall be permitted to participate in recreational classes
 - Obtaining & verifying proof of residency in the Princeton Walk Homeowners Association prior to registering the participant in the recreational class
 - Providing list to the Association of all registered participants' name, address and phone number as well as the dates and times of the class for which each participant is enrolled. The Instructors shall provide updated list to the Association before any new participants shall be allowed to register
 - Providing Association with an agreement to waive liability and indemnification signed by each participant. No participant shall be permitted to participate in recreational class without first providing this information
 - Defining registration procedures for all their recreational classes with all participants directly
 - Collecting & managing class registrations in whatever format deemed suitable with all participants directly
 - Collecting payment, issues refunds and all payment related activities with all participants directly
 - Handling all communication & administrative activities with all participants directly
 - Preparing any class curriculums or roasters
 - Never leaving party room area or participants unattended during any class
 - Notifying all participants directly in case of delay, cancellation of a class and make-up class information

- **DAMAGED PROPERTY:** The Instructor will repair, and/or replace, to the satisfaction of the Association, at no charge to the Association, any property (real and/or personal, of the Association, the unit owners and/or the residents) damaged by the Instructor, or its agents, or participants in Instruction within ten days of such damage occurring or the receipt of notice of same. The Association may (but is under no obligation to) repair and/or replace such damaged property and should the Association repair and/or replace such damaged property, Instructor will reimburse the Association for any expense, cost and/or attorneys' fees the Association incurs in attempting to compel Instructor to repair and/or replace the damaged property and/or in repairing and/or replacing the damaged property itself.

- **ENFORCEMENT:** If the Association must take steps to enforce the terms of this Agreement, the Association may recover from the Instructor any proven loss including, without limitation, damages and reasonable attorneys' fees and costs of suit.

- **SUBCONTRACTORS:** This Agreement permits only instructor who submitted this application to provide Instruction on the Association's premises. The Instructor may not subcontract the instruction or permit substitute instructors unless agreed to in writing by the Association.

However, in the event of any agreed subcontract, the instructor shall remain primarily responsible and liable for all obligations to the Association arising pursuant to the Agreement or by virtue of a subcontractor's performance or lack of performance.

- **CLASS PUBLICITY:** The Association is not responsible for publicizing/advertising or sending emails/reminders for instructor's recreational class program. Instructor can advertise on the bulletin board within the clubhouse or reach out directly to potential participants. Association and instructor agree not to use each other's name or logos in any context, such as advertising, without prior written permission.
- **SUPPLIES:** Any supplies needed for a class will be the responsibility of the instructor. If supplies are to be obtained by the participants, it will be the responsibility of the instructor to provide the supply list to all participants before the class.
- **EMERGENCY PROCEDURES AND PHONE NUMBERS:** If an emergency occurs while instructing, contact Recreational Manager immediately and/or call 911 for a life or property threatening situation.
- **COMPLIANCE WITH LAWS:** The Instructor will comply with all federal, state and local laws including, but not limited to, tax laws, social security acts, environmental protection laws and unemployment compensation acts, insofar as applicable to the performance of this Agreement and shall indemnify defend and hold harmless the Association and its managing agent from any penalties assessed against the Instructor and/or the Association for any violation of any law. Instructor represents that it has and at all relevant times shall have valid professional licenses, permits and approvals necessary for the work contemplated herein and for any substance or material used or brought on to the Association's property. The Instructor agrees to indemnify, defend, and hold the Association and its managing agent harmless with respect to any detriment which results from Instructor's noncompliance with any federal, state and/or local laws, rules and/or regulations or Instructor's failure to obtain or hold necessary approvals or permits.
- **NOTICE:** Any notices under this Agreement shall be delivered via regular U.S. mail; certified mail with return receipt requested or overnight courier with delivery confirmation; and, if indicated below, email to the Association:

Princeton Walk Homeowners Association, Inc.
c/o RCP Property Management
10 Princeton Walk Blvd. North
Princeton, New Jersey 08540

With copies to:

Stark & Stark, P.C.
993 Lenox Drive, Bldg. 2
Lawrenceville, New Jersey 08648
Attention: Mary W. Barrett, Esquire
mbarrett@stark-stark.com

and the Instructor at:

- **BINDING EFFECT:** This Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective heirs, successors, administrators and assigns.
- **CHOICE OF LAW AND CONSENT TO EXCLUSIVE JURISDICTION:** This License Agreement shall in all respects be construed and interpreted in accordance with and governed by the laws of the State of New Jersey notwithstanding any Conflict of Law laws whether such Conflict of Law laws be New Jersey or otherwise. Jurisdiction over disputes, if any, arising under this agreement shall be exclusively with the State Courts of the State of New Jersey.

In WITNESS WHEREOF, parties hereto have hereunto set their hands and seals the day and year first above written.

ATTEST:

PRINCETON WALK HOMEOWNERS ASSOCIATION, INC.

By: _____
Gaurav Tyagi, Secretary

By: _____
Robert Harrison, President

WITNESS:

By: _____

By: _____

Recreational Class Proposal Application

Instructor Information:

Name: _____ Cell: _____

Email: _____ Alternate Phone: _____

Address: _____

City: _____ State: _____ Zip: _____

Business Status:

Sole Proprietor Name: _____

Partnership/Limited Liability Company Name: _____

Relevant Experience (if any):

Course Focus: *Please select all that apply*

- Yoga
- Aerobics
- Strengthening
- Stretching
- Pilates
- Other: _____

Course Description:

Course Goals and Benefits to Participants:

Proposed Class Day(s): _____ Proposed Class Time: _____

Proposed Fee (per class): _____

Proposed Material Fee (*Paid to Instructor*) if any: _____

Notes:

**PARTICIPANT
AGREEMENT TO RELEASE AND WAIVE LIABILITY
AND FOR INDEMNIFICATION**

In consideration for my ability to participate in Instruction ("Instruction") organized and provided by _____ ("Instructor") and use of property and facilities at Princeton Walk Homeowners Association, Inc. ("Association"):

1. I understand and acknowledge that any physical activity may include some risk of injury and even death. I agree to accept and assume all risks, including personal injury and even death, resulting from my participation in the Instruction. I further understand and acknowledge that a doctor should be consulted before beginning any exercise program. I am in good health and with no health issues which would prevent or limit participation in the Instruction.
2. I agree to release, waive liability, and covenant not to sue the Association, its contractors, officers, trustees, attorneys, managers, management company, members and employees from and for all claims, damages, causes of action, judgments, expenses and/or liabilities of any nature whatsoever that arise from my participation in the Instruction.
3. I agree to indemnify, defend, and hold harmless the Association, its contractors, officers, trustees, attorneys, managers, management company, members and employees from and for liability for any damage or loss that occurs during or in connection with my participation in the Instruction caused by my negligence or otherwise and whether such claims are rightfully or wrongfully brought.
4. I acknowledge that the Association is not supervising, managing, inspecting, evaluating or providing the Instruction or related equipment and that the Association's only relationship with the Instruction and Instructor is permitting them to be held on Association property.
5. I acknowledge and agree that the Association shall not be liable to refund to me any fees which I pay to Instructor for the Instruction.
6. I am a resident of the Association and my home is in good standing.

Date: _____

Signature: _____

Print Name: _____

Unit Address: _____