

HILLS HIGHLANDS MASTER ASSOCIATION

"FACILITY RENTAL APPLICATION"

REVISED 1/19

Applicant's Name: _____

Applicant's Address: _____

Phone Contact: 1) _____ 2) _____

Email Address: _____

Date of Event: _____

Time of Event: Beginning at: _____ Ending at: _____

Room Requested: Main Room w/Kitchen _____ Small Party Room _____

HR Conference Room _____ SP Conference Room _____

Purpose of Rental: _____

Approximate Number of Persons Attending: Adults _____ Minor Children _____

RENTAL APPLICATIONS MUST INCLUDE THE FOLLOWING:

1. Two checks (payable to "Hills Highlands Master Association") are due upon receipt of the completed application, one for the security deposit and one for the rental fee, ***please note that the rental fee check will be deposited immediately upon receipt.*** The security deposit shall be returned to the Renter when the key is returned to the Management office, providing everything is left in order in the rented facility. If the facility is not cleaned to specifications, a minimum cleaning fee will automatically be taken from the security deposit given. If there is any damage to the facility, all or part of the security deposit will be used for repairs. If the cost of cleaning or repairs exceeds the security deposit, the cost of such repair or replacement shall constitute a lien on the Member's property and may be collected as set forth in the Association's By-laws.

ROOM	RENTAL FEE	SECURITY DEPOSIT	MINIMUM CLEANING FEE
HR Main Party Room	\$250.00	\$400.00	\$200.00
HR Small Party Room	\$100.00	\$125.00	\$ 75.00
SP Conference Room	\$100.00	\$125.00	\$ 75.00
HR Conference Room	\$100.00	\$125.00	\$ 75.00

2. A certificate of insurance from the renter's insurance carrier providing not less than \$500,000 liability coverage naming the Hills Highlands Master Association as "additionally insured" for day of the rental.
3. This "Facility Rental Application" – (Page 1) fully completed and signed.
4. The "Facility Rental Agreement/Indemnification Clause" (Page 2) completed and signed.

**THE RENTAL OF THE FACILITIES IS CONFINED TO ROOMS IDENTIFIED ON THE APPLICATION.
NO EXTERIOR RECREATIONAL AREAS ARE INCLUDED IN THE RENTAL.**

Date: _____ Signature of Applicant: _____

HILLS HIGHLANDS MASTER ASSOCIATION

"FACILITY RENTAL AGREEMENT"

This Agreement for the rental of the Hills Highlands Master Association's facility at (75 Hansom Road or Signal Point/70 Landau Road) is dated this _____ day of _____ (month), _____ (year). The Renter is requesting permission from the Association to use rooms identified on the application for a private function as delineated in the attached Rental Application. This function is to be conducted by the Renter on the _____(day) of _____(month), _____ (year) between the hours of _____ and _____.

INDEMNIFICATION CLAUSE

I, _____ (Renter), agree to personally indemnify and hold harmless the Hills Highlands Master Association from all damage, injury and liability caused or resulting from my use and my guests' use of the Association's facility. I have read and understand and agree to abide by all the rules and regulations established by the governing body, a copy of which is acknowledged, and I will ensure that my guests abide by those rules and regulations. I understand that any damage not noted on a pre-usage inspection shall be deemed to have been caused solely by myself or my guests' use of the facility. I understand that I shall be responsible for the cost of repair or replacement of such damages and return of the Facility to the same condition as it was prior to my use of the Facility for my private function. I understand that the security deposit previously given shall be used to cover the cost of damage, if there is any damage to the facility, caused during or as a result of my function. I understand that I am responsible for any additional cost to repair damages caused during or as a result of my function which exceed the given deposit. I understand that failure to pay for damages caused during, or, as a result of my, or my Tenant's function, shall constitute a lien on my property to the extent that the cost of the damage remains unpaid.

Renter: _____ Date: _____

INSPECTION REPORT (AS APPLICABLE)

Applicant's Name: _____

Applicant's Address: _____

Date of Function: _____ Time of Function: _____

Room Used: Main Room w/Kitchen _____ Small Party Room _____

SP Meeting Room _____ HR Meeting Room _____

PRE-USAGE INSPECTION

POST-USAGE INSPECTION

Date _____ Time _____

Date _____ Time _____

Main room clean	YES	NO
Chairs Clean & Stacked	YES	NO
Chair Count	_____	
Table count	_____	
Floor Clean	YES	NO
Walls Clean	YES	NO
Light Fixtures in good condition	YES	NO
Furniture in good condition	YES	NO
All Trash Removed from Site	YES	NO
Bathrooms in Good Condition	YES	NO
Kitchen: clean & undamaged	YES	NO
counters clean	YES	NO
refrigerator clean/working	YES	NO
stove clean/working	YES	NO
floor clean	YES	NO
sink working/clear	YES	NO
Lobby restrictions discussed	YES	NO

Main room clean	YES	NO
Chairs Clean & Stacked	YES	NO
Chair Count	_____	
Table Count	_____	
Floor Clean	YES	NO
Walls Clean	YES	NO
Light Fixtures in good condition	YES	NO
Furniture in good condition	YES	NO
All Trash Removed from Site	YES	NO
Bathrooms in good condition	YES	NO
Kitchen: clean & undamaged	YES	NO
counters clean	YES	NO
refrigerator clean/working	YES	NO
stove clean/working	YES	NO
floor clean	YES	NO
sink working/clear	YES	NO
Lobby restriction discussed	YES	NO

Comments: _____

Comments: _____

NOTICE: Please do not use any abrasive cleaner (i.e. Ajax, Comet, Soft Scrub, etc.) when washing the countertops or floors. Permanent damage may occur as a result.

Key delivered: _____ Key returned: _____

Date: _____ Date: _____

Renter's Signature: _____ Renter's Signature: _____

Management Signature: _____ Management Signature: _____

Facility Rental Classifications & Fees

Classifications

A. Class I

1. Use of the Facility at no charge **may** be granted by the Board of Trustees to certain organizations that meet the following criteria:
 - a. Neighborhood Community Association Board Meetings and Annual Meetings.
 - b. Duly authorized and acknowledged representative organizations of Communities in the Master Association (i.e. Appointed Committees)
 - c. Organized for non-profit and/or non-commercial purposes with Membership open to all members of the Hills Highlands Master Association (HHMA) and whose membership consists of at least 75% members of the HHMA.
 1. Types of Eligible Organizations:
 - a. Youth Services: Boy Scouts, Girl Scouts, 4-H, Brownies, etc.
 - b. Officially appointed groups of Bedminster and Bernards Townships. (These groups and organizations do not require that the applicant reside in HHMA, so long as they are approved and sanctioned by the HHMA Board of Trustees).
 - d. No admission will be charged.

B. Class II

1. Rentals for private, social functions.
2. Social, philanthropic, cultural, etc. organizations within the HHMA community for profit and when such profit is used for advancement of the group and approved by the Board of Trustees.
3. Organized groups outside of the community at the discretion of the Board of Trustees.

Fee Schedule

A. Class I

NO FEE – for use Monday through Friday, not to exceed 131 persons. Supervision must be supplied to restrict activity to permitted area and to return the facility to former state after use.

B. Class II

Main Party Room	\$250	Security Deposit	\$400 (each use)
Small Party Room	\$100	Security Deposit	\$125 (each use)
Conference Rooms	\$100	Security Deposit	\$125 (each use)

HILLS HIGHLANDS MASTER ASSOCIATION

Rules and Regulations for Facility Rental

- Use of the facilities will be at the sole discretion of Management and/or Board of Trustees.
- Tables and chairs **ARE** included in the rental.
- The Facility shall be available for private social functions. No Renter is permitted to use the Facility to engage in solicitation or promotion of any business, political or religious organization.
- All requests for use of the Facility or Conference Rooms by any Renter are to be submitted to the Management Office on the proper forms, with all information supplied, and the rental fee paid at time of submitting forms.
- Tenants of units have the privilege of renting the Facility only if the owner of the unit (the Association Member) is in "good" standing and the tenant takes full responsibility for compliance with its terms and provides insurance coverage.
- The Hills Highlands Master Association and Highlands Neighborhood Association functions shall have priority over homeowners' private social functions. All other applications will be processed according to date and time of receipt of the complete application.
- The granting of a permit (if applicable) for the use of one part of the building or grounds confers no privileges for the use of any facilities other than those stated in the permit. It does not include any other time or times for preparation or rehearsal, unless specifically permitted.
- A clubhouse rental agreement is not transferable. If the event is to be cancelled, the Renter shall notify Management no less than forty-eight (48) hours in advance of the date reserved.
- Violation by a Renter of any of the regulations governing the use of the Facility and/or any surrounding facilities may be cause for the cancellation of all existing permits and the denial of any permits in the future, as well as, other penalties as provided in the Association's governing documents.
- The Board of Trustees and its authorized representatives shall have full and free access to the premises during events.
- Prior to the commencement of the private function, the Renter will contact Management and both shall meet at the Facility (at a mutually agreed upon time not more than 48 hours prior to the function) to inspect the Facility and make note of any damage found.
- The Renter shall be personally responsible for any damage to the Facility not previously noted on the pre-usage inspection conducted prior to the event. Any damage caused to the Facility will result in withholding the security deposit until the Association determines the specific dollar amount of damages. (as agreed to in the Indemnification Clause on Page 2 of this package.)
- Upon approval, the Renter may request a copy of the approved Rental Application.

- The Renter is responsible for returning the Facility key to the Management Office and arranging for a post-function inspection within 24 hours following the function or on the next business day. If the Renter has not arranged for the post-function inspection within 24 hours, Management will perform the inspection on the next business day and note any damages, notifying the Renter.
- The Renter must be present during the time the Facility is being used. The Renter will be responsible for actions of all guests admitted to the Facility during the function.
- The Facility shall be left in clean condition. Such cleaning shall be the responsibility of the Renter requesting use of the Facility and shall include, but not be limited to, vacuuming, general clean-up, wiping off counter tops, washing the floor, cleaning the bathrooms, replacing furniture used to its proper location, and collecting and removing all debris and garbage from the Facility premises. **The Facility must be cleaned IMMEDIATELY following the function. FAILURE TO COMPLY WILL RESULT IN THE LOSS OF ALL OR SOME OF THE RENTERS SECURITY DEPOSIT, OR REVOKATION OF FUTURE RENTAL PRIVILEGES.**
- **All trash is to be removed from the Facility following the function. Remember, another Renter may be using the facility as early as 8:00AM the morning after your event.** If the Facility is not cleaned to specification, a *minimum cleaning charge (\$200 for Main Party Room / \$75 for Small Party Room and Conference Rooms)* will automatically be taken from the deposit given.
- The Renter shall be responsible for securing/locking the Facility upon the termination of the function. This requires that the Renter physically inspects all windows and doors to the Facility, and, turns off all the lights.

Limitations of Use

- Rentals will be scheduled no earlier than one (1) year in advance of the function date.
- With tables and chairs, no more than 131 persons will be permitted to attend a function in the Main Party Room. No more than 33 persons will be permitted to attend a function in the Small Party Room.
- **THE FUNCTION IS CONFINED TO THE ROOMS RENTED IN THE APPLICATION. Use of the foyer or hallway during the function is prohibited. It is not a play area for children or a gathering place for your guests during the function. Access to the pool or any other exterior area, including the recreational facilities and pool deck is strictly prohibited.**

Certain functions are subject to approval of the Board of Trustees and are subject to immediate cancellation if:

- a) Any information given on the application is misrepresented;
- b) The use of the Facility is found to be inappropriate; or
- c) The use of the Facility results in unlawful conduct or activities which violate the Rules and Regulations of the Association.

Upon notice by a duly authorized agent of the Hills Highlands Master Association, such activity is to immediately cease. The Board of Trustees and its agents are to be held harmless of any expenses or losses incurred by the Renter due to the required cessation of use of the facilities.

The Renter may invite non-residents of the Hills Highlands Master Association as guests. (A guest is considered anyone whom the Renter allows to enter the Facility during his/her use of the Facility.) The Renter will be responsible for ensuring that their guests conduct themselves in an orderly fashion and obey the rules and regulations as outlined in the rental agreement.

The Renter will comply with any and all governmental statutes, regulations, and ordinances including requirements relating to the serving of alcoholic beverages and fire safety.

Absolutely no animals belonging to attendees of a function are permitted in, or around the Facility. The only exception is a Service Animal with its owner.

The Renter will not use the Facility for any purpose or activity prohibited by Law. Should it be necessary to call the police to the facility for any reason, the Hills Highlands Master Association will be provided a copy of the police report. Upon review of the police report, the Board of Trustees will decide what penalties, if any, are to be levied. This may include forfeiture of the entire Renter's security deposit, and/or, other sanctions as deemed appropriate by the Trustees.

Gambling, games of chance, raffles, and lotteries as prohibited by law are not permitted without appropriate permits from the Township.

The Facility may not be used for meetings which are abusive of other groups or individuals.

No ticket selling for any event, or the sale of merchandise or food is permitted without written approval in the Agreement.

The Facility is smoke free. This includes cigarettes, cigars, pipes, electronic cigarettes, etc.

No fires, candles, or propane are permitted in the Facility. Sternos to warm food are allowed.

If the Facility is to be used for a children's party (17 years old or younger), there shall be at least one (1) adult per ten (10) children in attendance. **Use of the foyer or hallway for the function is prohibited. It is not a play area for children during the function or a gathering place for your guests.**

All persons attending the function shall park only in the Facility parking area. If the function is held during the hours when the pool is open, parking is permitted on Hansom Road, unless designated a "No Parking" area. In no instance shall any guests park in front of any driveway or a fire hydrant.

There must not be anything stapled, nailed, taped or tacked to the walls of the Facility. No glitter or confetti permitted.

Although the Facility is rented for the day (to allow time for set up and cleanup from 8:00AM, the Facility **must** be vacated no later than **12:00 AM midnight**.

By signing below, I have read, understand, and shall abide by all Facility Rental Rules and Regulations as set forth in this document.

Print Here: _____

Sign Here: _____