

The Rivington Club
Clubhouse Rental Agreement

Rooms Available for Rent:

The Club Room
The Kitchen
The Theatre Room
The Card and Craft Room

Costs:

Usage Fees

A \$100.00 usage fee for the Theater Room.
A \$100.00 usage fee for the Card and Craft Room.
A \$100.00 usage fee for the Club Room
A \$100.00 usage fee for the Kitchen

Security Deposit

A \$250.00 refundable security deposit for each room rented.

Deposit must be made out by check to "The Rivington Club Inc."

Deposit is due 3 weeks prior to a Homeowners reservation date.

Please stop by the Clubhouse office to drop off deposit.

Security Fee: The security deposit in the amount of \$250.00 (per room) is required along with the rental fee of \$100.00 (per room) and signed contract. This is to assure that the Clubhouse furnishings are not damaged or missing after the use by the Homeowner for a private function. ***The cost of repairing or replacing items will be deducted from the security deposit.*** In the event that the cost of repairing or replacing any damaged items is in excess of the security deposit, the Homeowner agrees to pay for the complete cost for the repair or replacement whether performed by the Rivington Club or an outside contractor. The cost will be due when billed, and by this agreement, the Homeowner understands and agrees that the costs will be added to their common charges and are enforceable and collectible as common charges for the HOA. The decision as to the damage and cost of the repair of the damage will be made by the Rivington Club Board of Directors in its sole discretion. If the Clubhouse is clean and there is no damage, the security deposit check will be returned to the homeowner. You will receive an email confirmation of the agreement and when your deposit will be available for pickup.

Inspection: Prior to each event, a “walk through” will be required. Where needed or desired, pictures will be taken. A post “walk through” will be completed within a minimum of 2 hours of a daytime event or by 10:00am the following morning after an evening event. If no damage is seen and the inspection is passed, only then, will the Homeowner have their deposit returned. Homeowners are required to report any/all damage.

Areas of Use:

Rental of the Clubhouse is strictly limited to the following rooms: The Club Room, The Kitchen, The Card and Craft Room and The Theater Room (*food is not allowed in the Theater Room*). ***Homeowners forfeit privileges to the rest of the clubhouse during ballroom rental period.***

OFF LIMIT AREAS/NON USE:** The Tavern Room, The Patio, The Gym, The Aerobics Room, The Indoor and Outdoor pools, Tennis Courts, Bocce Ball Courts and Playground are NOT included in the facility rental. Guests of any event are not allowed to use these areas as they are reserved *ONLY* for residents of The Rivington Community. ***If guests of an event are found having used areas that are off limits and/or damage is caused to said areas of the clubhouse, the security deposit will be forfeited.

Cleaning: The cleaning of the Clubhouse after the function is the responsibility of the Homeowner and includes emptying the refrigerator (if applicable), removal of all trash from the inside of the Clubhouse to the dumpster located at the end of the Clubhouse parking lot, vacuuming and cleaning off tables and the bar counter. Homeowners should leave the room(s) in the condition that was seen upon arrival prior to their event/function. ***If the Homeowner is unable to satisfactorily clean the facilities, a cleaning charge will be assessed from the deposit.***

The Clubhouse has 2 vacuum cleaners and a broom and dust pan available. Homeowners should be prepared to bring their own cleaning supplies such as paper towels, sponges and cleaning spray.

No Smoking: The Clubhouse is a smoke free facility. There is no smoking allowed inside the building or within the outside parameters. Homeowners are required to let their guests know of this policy when renting out the Clubhouse.

Chairs and Tables: All furniture MUST be returned to its original position at the end of the event by the Homeowner. Please leave rooms in the condition that it was seen upon arrival.

Music: Any music played, whether live or electronic, must be within the confines of the Clubhouse and kept at a reasonable level. All music must cease at the designated end time of the event.

Miscellaneous:

The Clubhouse must be left back to its original condition and all homeowners and guests must exit the Clubhouse by 10:45pm as the security system is activated by 11:00pm. If any Homeowner or guest of the homeowner is in the Clubhouse and activates the alarm, any fees that are incurred will be the responsibility of the Homeowner.

Decorations: No decorations shall be attached to any walls or ceilings that will permanently disfigure any surface. Homeowners are responsible for removing all decorations at the end of the event.

Parking and Room Limitations: No more than 50 persons may occupy the Club Room, no more than 20 persons may occupy the Card & Craft Room and no more than 20 persons may occupy the Theatre Room.

Limitation of Rental Time: Homeowners may rent out a designated room at the Clubhouse for **NO MORE** than 4 hours.

Charging of Fees for Admission: Homeowners renting out a room **WILL NOT** charge a fee for admission to their event.

Commercial Use: Homeowners will not use the Clubhouse for commercial/personal business purposes.

Cancellation of an Event: In the event that a Homeowner needs to cancel their reservation, they must notify onsite management 2 weeks prior to their reserved date.

Payment: The security deposit and the usage fee are **due 3 weeks prior to the event**. If payment is not received prior to the event, the event is subject for cancelation.

Blackout Dates: Homeowners acknowledge that the following days are considered blackout periods: Easter Sunday, Memorial Day and the surrounding weekend, Fourth of July and the surrounding weekend, Labor Day and the surrounding weekend, Halloween, Thanksgiving Day and the Friday that follows, Christmas Eve, Christmas Day, New Year's Eve and New Year's Day, Major Sporting Events.