Charter Property Management, Inc.

**228 East Route 59 Suite #310 \* Nanuet, NY 10954 \* | 845.425.9500**| 4charter@charterpm.com

**1200 Master Association Inc.**

### The Hamlets of Rockland

**PLEASE MAKE CHECKS PAYABLE TO: 1200 Master Association**

**$1600.00**

**All fees signed contract and insurance must be submitted one month prior to event.**

# CLUB HOUSE RENTAL AGREEMENT FULL DAY «Party\_Day» «Party\_Date»

**CLUBHOUSE ADDRESS:**

**1200 Kingsgate Parkway**

**Nanuet, NY 10954**

**«Name\_of\_Renter»**

**«Address\_of\_Renter»**

**Nanuet, NY 10954**

**T: «Phone» EMAIL: «Email»**

In Consideration for the use of the 1200 Master Association, Inc.’s (hereinafter called the “Association”) **“Clubhouse,”** and limited solely to the use of the facilities therein, on **«Party\_Day»,**  **«Party\_Date»** from the hours of **11:00 AM to 11:00 PM**. The undersigned Resident(s) does hereby agree as follows:

1. To pay a **non-refundable “use fee”** in the sum of **$600.00** and a **security deposit** of **$1000.00** upon the execution of this Agreement to the Association. The security deposit will be refunded **the following month** after the Clubhouse use if the premises is left undamaged, in broom-clean condition, and all applicable rules and regulations have been satisfied. We kindly ask that you cash this check immediately, no later than 60 days. If a check needs to be recut for any reason, there will be a stop payment fee of $50.00 taken out of the original $1000.00 reducing your refund to $950.00. **NOTE: ANY REPAIRS ABOVE THE SECURITY DEPOSIT WILL BE BILLED TO THE CONTRACT HOLDER.**
2. To be personally responsible for any damage incurred during use of clubhouse.
3. To repair, restore and repay, by payment to the Association, an amount to be determined by the Board of Directors or Managing Agent of the Association, which amount shall be sufficient to return and restore the premises and their contents, furnishings and properties located therein to the same condition as immediately prior to their use by the Resident(s)
4. **To clean the properties and the premises, including the bathrooms, the kitchen, and the removal of any decorations and trash. Cleaning up must be done promptly after use and all garbage must be disposed of as directed; NO CONFETTI, not to staple, tack, nail, glue, tape or stick anything to any area of the premises. Failure to comply will forfeit your full security deposit. Please clean out and wipe down the vacuum canaster.**
5. To abide by the By-Laws of the Association and agrees that the premises will not be used for any purpose which would be a violation of the Association By-Laws, Rules, or municipal ordinances.
6. To permit the Board of Directors of the association to have access to the premises at all times during this agreement.
7. Not to assign any rights under this agreement without the express prior written consent of the Association.
8. **\*\*\*Provide to the Association with**
* **(1) Proof of a “SPECIAL EVENT POLICY” including Host Liquor Liability for the Clubhouse rental event by an “ADMITTED INSURANCE COMPANY” authorized to conduct business in the State of New York naming “1200 Master Association, Inc. and its Managing Agent” as ADDITIONALLY INSURED with liability coverage of at least 1 million dollars,**

**This can be purchased through your insurance company, or you can contact:**

**JJ Katz Insurance 845-638-0505**

* **(2) a copy of the Declaration page from your homeowner’s insurance policy showing the existence of at least $300,000.00 per occurrence in general liability coverage.**
1. Not to permit or allow the premises to be used by minors (under age 18) except under the supervision of adults who must be residents and must be present at all times; the premises are not to be used by the residents for any profit-making activities, except with the express prior written permission of the Board of Directors of the Association.
2. **To review the attached parking map and to properly inform their guests of the parking rules.** If vehicles are parked on the road leading out of the community to New Clarkstown Road, their vehicles will be towed at the owner’s expense. There is no overnight parking – vehicles will be towed.
3. To indemnify and hold harmless the Association and its Board of Directors from any claim of whatsoever nature or kind that may result, arise out of, or be connected directly or indirectly with the use of the premises.
4. **An administrative fee of $100.00 will be incurred if Charter Property Management has to respond to an alarm call due to negligence or neglect in the operation of the clubhouse security system. It is understood that the renter will review the rental information package containing the system’s operation prior to your event**.
5. Not to permit, offer or allow an illegal substance to be used on the premises; and alcoholic beverages shall not be served to persons under the age of twenty-one (21) years.
6. Not to permit the clubhouse to be occupied by more than seventy-five (75) persons.
7. To indemnify and hold harmless the Association and its Board of Directors and Managing Agent from any and all claims that may be commenced for personal injuries or property damage as a result of the intentional conduct or negligence on the part of the residents, guests, and/or invitees, and/or other persons, or on the part of the Association, its servants, agents, members and or employees.
8. It is understood and agreed that nothing in this agreement shall be deemed to create in the residents any right or authority to bind the Association in any respect whatsoever and the residents shall not have the right to hold himself/herself out to be the agent of the Association.
9. If it should be necessary for the Association to commence any lawsuit by virtue of a breach, violation or noncompliance with any of the terms of this agreement, the resident shall be responsible and liable for reasonable attorneys’ fees of the Association.
10. It is understood that this Agreement may be terminated at any time at the option of the Association if the residents, as a member of the Association, is not in good standing.
11. No modification or revision of this Agreement shall have any force or effect unless it is in writing and signed by both parties herein.
12. Should any clause or term of this Agreement be declared or found in violation of law, that clause or term shall be severed from this Agreement, and the remainder of this Agreement will remain in full force and effect.
13. You may park your vehicles on Kingsgate Parkway and in the spots provided around the circle. You may not park in undesignated spots around the circle or in any other communities’ streets or parking spots or your vehicles will be towed. See attached map.
14. I have received a copy of this contract and a copy of The Hamlets Club House Information Sheet.

Dated: Nanuet, NY 10954

1200 MASTER ASSOCIATION, INC. By:

Resident\Renter:

**For office use only:**

**SIGNED CONTRACT**

**CHECK**

**SECURITY DEPOSIT**

**INSURANCE**

**EVENT INSURANCE**

**CONTRACT EMAILED**

**Community Property Management at its Best!**

**Registered Apartment Manager \* National Association of Builders and Owners of Greater New York**

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**Contract, Check, Homeowners Insurance and Event insurance must all be in the name of the party that is renting the clubhouse. The renter must be a resident of the Hamlets.**

**We cannot accept 3rd party checks.**

**Full Completed package is Due the Month before event.**

**Please use this checklist when completing your rental package before returning to**

**Charter Property Management: ALL PAPERWORK & CHECK DUE**

|  |  |
| --- | --- |
| **Signed contract By the Resident of the Hamlets** |  |
| **Declaration page of Homeowners Insurance** |  |
| **Event Insurance** |  |
| **Check made payable to “1200 Master Association”** |  |
|  |  |

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***The Hamlets of Rockland***

**Email: 4Charter@charterpm.com**

# Club House Information Sheet

**The 1200 Master Association is pleased to be able to provide its clubhouse facility for your event. To ensure that the time you spend here is enjoyable and safe, we have compiled this list of reminders. Please remember that the clubhouse belongs to ALL members of the 1200 Master Association and is maintained with a portion of your monthly common charges. It belongs to you and all of the other members of the Association. Please use it accordingly.**

***THE HAMLETS CLUBHOUSE IS A SECURED FACILITY WITH AN ALARM SYSTEM.***

**Immediately upon entering the main entrance of the building, (to the right of the entrance doors, on the door wall)**

 ***“PRESS IN THE ALARM ACCESS CODE: 20221 to disarm the alarm.”***

**Failure to do so will set off the alarm system and warrant a security response. You are responsible for any charges incurred for a false alarm.**

**For your information***….*

1. The main party room measures 30’ x 42’with a 10’ x 20’ dance floor.
2. The ceiling height is 8’.
3. The clubhouse is a no smoking facility.
4. The clubhouse is wheelchair accessible.
5. The kitchen has a gas stove, oven, refrigerator, freezer and a deep sink.
6. There is a standing American Flag on a pedestal.
7. The inventory of chairs and tables are: 75 chairs; 6 - 36” square tables; 7 - 60” round tables and 6 - 36 x 72” tables.

**Please remember***......*

1. Access to the clubhouse for your event is one hour prior to the scheduled start of your party. Events may be scheduled before and/or after you. Your cooperation is greatly appreciated. Dropping things off at the clubhouse before your party is not permitted and will be removed.
2. At no time shall the clubhouse be occupied by more than seventy-five (75) persons.
3. Do not staple, tack, nail, glue or stick anything to any area of the premises. Under no circumstances is anything to be hung from the fire system sprinkler heads located in the ceilings.
4. **The use of** **CONFETTI is prohibited in the clubhouse or the exterior clubhouse grounds.**
5. **Balloons must be removed from the outside and interior of clubhouse and properly disposed of in the trash not released into the air.**
6. Minors MUST always be under the direct supervision of adults both in the facility and on the exterior property.
7. **\*\*\**You may park your vehicles on Kingsgate Parkway on one side of street (as shown on the attached parking map) and in the spots provided around the circle.***
	1. ***Vehicles must be parked in the flow of traffic. You may NOT park in undesignated spots around*** ***the circle or in any other community streets or parking spots. Illegally parked vehicles will be towed. You may want to give a copy of this map to your guests. \*\*\****
8. If any appliance, door lock, window lock, heat/air conditioning or any other clubhouse facility is not functioning properly upon arrival, immediately contact the Management Company or you will be charged for the repair.
9. You are responsible for all chairs and tables. If any are missing or damaged, immediately contact the Management Company or you will be charged for the repair and/or replacement.
10. **Please be considerate of the neighboring units**. There is a Noise Ordinance in Clarkstown.

The following is the actual code:

##  Unnecessary or Unreasonable Noise Not Allowed

 *Chapter 2005 of the Town code puts limitations on noise. Essentially, any sound, whether produced by human voice or electronic equipment, that disturbs the peace of any reasonable person is unlawful. Additionally, sounds caused by lawn mowers, leaf blowers, chain saws, bulldozers compressors, and other machinery are prohibited Monday through Friday prior to 7:00 am and after 8:00 pm, on Saturday prior to 8:00 am and after 6:00 pm, and on Sunday prior to 11:00 am and after 5:00 pm. The law is enforced by Clarkstown Police Department, and offenses are punishable by fines up to $500.00 and imprisonment for up to fifteen (15) days.*

**AFTER YOUR PARTY:**

1. Remove all decorations and personal property from the party room, hallway, entrance and building exterior. Anything left after your party will be considered abandoned.
2. **Wipe** clean all chairs and tables.
3. Put away all chairs and tables; properly folded and stacked NEATLY.
4. The carpeting and floors must be free of spills and debris, vacuumed and broom swept. Please empty the vacuum when done.
5. Kitchen is to be left clean (counters, floor, cabinets, refrigerator, and stove/oven).
6. Make sure the oven and all stove burners are off.
7. All bathrooms are to be left clean and neat with all trash removed.
8. All garbage, packaging and trash is to be removed from the facility and all interior trash receptacles emptied.
9. All trash is to be placed in the dumpster outside the kitchen door with the cover down and doors closed.
10. All windows (in party room and bathrooms are to be closed and locked when you leave.
11. All exterior doors are to be closed and locked when you leave.
12. Thermostats (in the main hall and party room) are to be set at 600 during winter months and 800 during the summer months.
13. All lights are to be turned off.
14. The exterior of the building and grounds shall be free of any reference to your party.
15. **The Last person leaving the building must set the alarm.** Make sure all doors (including the main entrance door) windows and window blinds are closed and **PRESS IN THE ALARM ACCESS CODE 20222 to arm the alarm, once the system begins to beep you may exit the front door. Please check that door is locked behind you.**
16. ***Please RETURN CLUBHOUSE KEY to the BLACK MAILBOX at the right of the Clubhouse door. Failure to return key may require locks to be changed at your expense.\*\*\*\*\*\*\*\* .***

***\*\*\*Please remember that you are personally responsible for any damage incurred during your use of the clubhouse. Failure to comply with the above instructions will result in the forfeiture of your security deposit and possibly additional costs. \*\*\****

**REVISED 04/2022**

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