

BRIGHTON EASTBROOKE HOMEOWNERS ASSOCIATION, INC.

CLUBHOUSE RENTAL CONTRACT

The Clubhouse address is: 477 Eastbrooke Lane, Rochester NY 14618

Dear Owner/Resident:

We have tentatively reserved the Clubhouse for you as requested. **The Owner/Resident (aka Clubhouse renter) MUST BE PRESENT for the entire length of the scheduled function otherwise; your security deposit will not be refunded!**

To validate this reservation, please sign and return the last page of the enclosed contract along with **the security deposit and rental fee, payable to: BRIGHTON EASTBROOKE**. Return the signed contract with the check or money order to **Kenrick Corporation, 3495 Winton Place, Bldg. D - Suite 4, Rochester, New York 14623 by mail or by placing it in the drop box in Kenrick's foyer.**

Please read the following pages before signing the contract. Your signature indicates that you have read, understand, and agree to the following:

1. **RENTAL PRIVILEGE:** No Owner who is in arrears for common charges or owes any sum of money to the Townhomes of Eastbrooke Condominium may use the amenities, this includes the Clubhouse, Pool and the Tennis Courts. Be sure your account is paid in full before attempting to reserve or use the Clubhouse. If you rent out your condominium, your Tenant will not be allowed to use the amenities (Clubhouse, Pool, Tennis Courts) until your account is paid in full and an up-to-date lease is required to be on file with Kenrick.
2. **RESERVATION RATES:** The reservation rates are **\$150** for the Clubhouse rental fee and \$150/reservation for the security deposit, therefore a check for \$300 is due with the signed contract. The check or money order, which must be from an Eastbrooke unit owner or their tenant, will be deposited upon receipt. The use of the pool or tennis courts is not included in the Clubhouse rental.
3. **RENTAL FEE:** The \$150 clubhouse rental fee for use of the Clubhouse is non-refundable unless the reservation is cancelled at least seven (7) days in advance.
4. **SECURITY DEPOSIT:** The \$150 security deposit will be returned to the clubhouse renter two to four weeks following the function, as long as: *there is no damage to the premise, no extraordinary cleaning is required, there are no Clubhouse violations, and the key has been returned.*
 - a. If repairs and/or cleaning are required, the cost of such services will be deducted from the security deposit. The Board of Managers also reserves the right to impose fines for any violation of this contract and for any damage to the Clubhouse. If fines for damage, cleaning expenses, violations exceed the \$150, the difference will be charged to the owner's account and will be subject to routine collection procedures.
5. **MAXIMUM OCCUPANCY OF THE CLUBHOUSE:** Fire regulations limit the number of people in the Clubhouse to one hundred sixty-eight (168) without tables and seventy-eight (78) with tables and chairs.

6. **CONFIRMATION:** Call the Kenrick office at 585-424-1540 three to four days after mailing or dropping off the signed contract and check to confirm it has been received. Reservations are not confirmed until the rental fee/security deposit payment is received.
7. **ACCESS TO THE CLUBHOUSE:** The key is available at least 1 hour prior to the event. The Superintendent will provide a key to the Clubhouse Renter. After rental completion, the key must be placed in the Clubhouse mailbox outside the entry door.
8. **SET-UP & CLEAN-UP:** Early set-up may be possible if there are no other events scheduled. Please call 585-424-1540 to discuss the possibility of early set-up. The Clubhouse Renter is responsible for all pre-function activities (set-up and placement of equipment, delivery arrangements and the like). **UNDER NO CIRCUMSTANCES WILL VEHICLES BE ALLOWED TO CROSS OVER THE CREEK BRIDGE LEADING TO THE CLUBHOUSE. Caters should be advised that dollies may be need to transfer food to the clubhouse, food carts are available.** At the end of the function, clean-up must be done on the day of the function. The renter must remove all food from the Clubhouse, thoroughly clean appliances – including wiping out the oven & refrigerator interior, surfaces, bathrooms, sweep and mop floors, clean furniture, bag all the garbage and place it in the trash toter outside the back door of the Clubhouse. Cleaning supplies are stored in the closet provided by the Association. Everything in the Clubhouse must be returned to its original condition and location.

9. **CLUBHOUSE FURNITURE AND EQUIPMENT:**

KITCHEN: Conventional stove/oven, microwave, and refrigerator. The renter must provide any desired dishes, utensils, pots and pans, other kitchen supplies and all cleaning/disinfecting supplies.

TELEVISION: Greenlight internet is available

FIREPLACE: As of 4/2021 the fireplace is not functional. DO NOT USE!

AIR CONDITIONERS: The wall A/C units in the main room are functional. The 2 small A/C units in the room near the porch are functional. Please read instructions on the wall unit in the main room for proper utilization.

TABLES/FOLDING CHAIRS: Fourteen 6 ft long rectangular banquet tables, 3 round tables and 70 folding chairs are available for use, as well as upholstered chairs and end tables.

FIRE EXTINGUISHERS: Located in the Clubhouse and kitchen and are intended for emergency use only.

AED UNIT: Mounted to the wall in the main room. The device will self-instruct once turned on. Please call 911 and provide the 477 Eastbrooke Clubhouse address for medical attention.

* PLEASE REMEMBER TO TURN OFF ANY USED A/C UNITS, FANS, ELECTRONIC DEVICES
OR THE FIREPLACE

10. **DECORATIONS:** NO TAPE, tacks, push pins, staples, or other fasteners are to be used for decorations to furniture, walls, floors, fans, sound panels or ceiling of the Clubhouse. Decoration may be free-standing. **No HELIUM BALLOONS** may be used indoors. Balloons or other decorations placed on exterior poles and any signs used to direct guests to the Clubhouse must be removed at the conclusion of the event.
11. **NO COMMERCIAL OR FUND-RAISING USE:** The Clubhouse is available for parties and social events only. No commercial or for-profit use is permitted. **Soliciting and or political canvassing is strictly prohibited.**

12. **ALCOHOLIC BEVERAGES:** Liquor, beer, wine, or other alcoholic beverages are permitted under the following conditions:

- a. Persons under the NYS legal drinking age will not be served any alcoholic beverages.
- b. Use of alcoholic beverages is confined to the interior of the Clubhouse only. Drinking of alcoholic beverages is not permitted on any outside common areas.
- c. Renter will be responsible for the behavior of all guests, including those walking to or from the Clubhouse or at their parked vehicles.
- d. Misuse of alcoholic beverages will result in the permanent revocation of the Clubhouse Rental Privileges!

13. **INDEMNIFICATION:** The Clubhouse Renter hereby agrees to indemnify and hold harmless the Brighton-Eastbrooke Association, Inc., against all liability claims and judgments or demand for damages arising for any reason to persons or property occasioned by the use of the Clubhouse facilities by the renter. The Renter agrees to defend any and all suits that may be brought against the Association on account of such incidents and will make good and reimburse the Association for any expenditures that the Association may make by reason of such incident or accidents.

14. **SWIMMING POOL AND TENNIS COURTS:** The pool and the tennis courts adjacent to the Clubhouse are not included in the Clubhouse rental and are not for the use by renter or renter's guests during the event.

15. **PORCH AND PICNIC AREA:** The porch, picnic area, and grill is available for the use by the Clubhouse renter or renter's guests if any other Owners/Residents/Tenants wish to occupy these areas.

16. **BEHAVIOR DURING FUNCTIONS:** The Clubhouse Renter is responsible for the behavior of all guests at all times and will not permit excessive noise, substance abuse, obscene behavior or **SMOKING** anywhere on the property. Noise and music levels must be kept within a reasonable limit to avoid disturbing other Residents. All music will cease at **10 pm** in accordance with Eastbrooke By-Laws (see "House Rules"). The renter will also caution all guests:

- a. To use proper decorum during the function
- b. Not to disturb residents of Eastbrooke in any way when arriving or leaving
- c. To park only in the area along the creek, if a large number of guests are attending, it is suggested to carpool or shuttle.
- d. Not to disturb any resident using the tennis courts or pool.
- e. Firearms or dangerous weapons are prohibited

FAILURE TO PROVIDE ADEQUATE SUPERVISION OF GUESTS AND ACTIVITIES WILL RESULT IN THE PERMANENT REVOCATION OF CLUBHOUSE RENTAL PRIVILEGES. The owner/resident (aka Clubhouse renter) must be present for the entire length of the scheduled function.

17. **OVERTIME FEES:** The Clubhouse Renter will be charged an additional fee of \$25 per day if any non- Eastbrooke tables, chairs, or other equipment/items are left in the Clubhouse after the event. A \$50 fee per on-site staff member will be charged if items must be moved by staff in order to prepare the Clubhouse for another function. Rental companies should be made aware of this clause and encouraged to pick up rented items the same day as the function.

18. **DAMAGES AND FINES:** The Clubhouse renter agrees to pay for any damages or fines over and above the security deposit. The Portfolio Manager, Board of Managers, or staff member on duty will determine if any damages or fines are warranted.
19. **CLOSING TIME FOR FUNCTIONS:** All functions must end by 12:00 am. All clean-up must be completed and the premises vacated by 12:30 am
20. **POST-FUNCTION INSPECTION:** On the day of or morning after a Clubhouse event, Eastbrooke staff will inspect the Clubhouse. Any item that fails to pass the post-function inspection will be documented and reported to the Portfolio Manager. The Board of Managers reserves the right to increase charges when necessary.

SHOULD ANY OF THESE REGULATIONS BE VIOLATED, THE BOARD OF MANAGERS RESERVES THE RIGHT TO CURTAIL OR PERMANENTLY REVOKE CLUBHOUSE RENTAL PRIVILEGES.

This contract cannot be assigned or amended without written authorization.

BRIGHTON EASTBROOKE CONDOMINIUM CLUBHOUSE RENTAL CONTRACT

Please fill out the information below.

MAKE ONE CHECK OR MONEY ORDER PAYABLE TO BRIGHTON EASTBROOKE for \$300.00

Mail or deliver to: Kenrick Corporation, 3495 Winton Place, D-4, Rochester, NY 14623 (585) 424-1540

The undersigned hereby affirms, they are a owner/resident, of at least 21 years of age, does now and will at the time of the Clubhouse rental, reside at the Townhomes of Eastbrooke Condominium.

Please be aware that the Eastbrooke Owner/Resident must be present for the entire length of the function scheduled otherwise your deposit will not be refunded!

Please read the preceding pages before signing this contract. Your signature indicates that you have read, understand, and agree to abide by the contents of the Reservation Contract. If a Co-signer (Unit owner) is applicable, please ensure they complete the necessary fields.

Eastbrooke Clubhouse Renter Name: _____

Eastbrooke Address: _____

Clubhouse Renter's Phone # _____

Clubhouse Renter's email address: _____

Clubhouse Renter's Signature: _____

Detailed Purpose of Event: _____

Rental Date: _____ Start Time: _____ End Time: _____

of invited guests: _____

CO-SIGNER IF TENANT IS RENTING.

Eastbrooke Unit Owner Printed Name _____

Eastbrooke Unit Owner Signature: _____

OWNER ACKNOWLEDGES THIS CONTRACT AND ASSUMES RESPONSIBILITY FOR ANY DAMAGES

Mail Refund to:

Eastbrooke Clubhouse Renter Name: _____

Address: _____

Phone: _____

Brighton Eastbrooke Clubhouse Post-Rental Checklist

Function must end no later than 12:00 AM; cleanup must be complete by 12:30 AM

Homeowner/Resident must be present for the entire length of function or your deposit may not be refunded!

RENTER'S NAME	EB UNIT #	DATE
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At the end of the event renter's must:

- ☐ Clean & sanitize all tables, chairs, knobs & surfaces used
- ☐ Clean & sanitize kitchen including counters, sink, inside/out of refrigerator, stove/oven, knobs, etc
- ☐ Clean & sanitize both bathrooms including counters, sink, toilet, knobs, etc
- ☐ Place all tables & folding chairs back to original position
- ☐ Place all wooden furniture back to original position
- ☐ Remove all trash, including bathroom & outside. *Deposit in trash toters outside the double doors*
- ☐ Remove any decorations from all surfaces (i.e. windows, doors, etc.)
- ☐ Mop all floors, including kitchen, halls, baths. *Rinse mop out thoroughly so will not smell!*
- ☐ Turn off air conditioners
- ☐ Place 2 metal rolling carts in their original position
- ☐ Complete Cleaning log located in Kitchen
- ☐ Close & Lock all doors/windows
- ☐ **Deposit key in mailbox outside entry door**

Signature of Renter

Date

Sign & leave on Clubhouse kitchen counter to receive deposit refund.

- **Vehicles are prohibited to cross the creek bridge for any reason. Therefore, plan accordingly to carry in / carry out all items. Advise caterers.**
- If tables / folding chairs / furniture / carts are damaged/broken, please place a note on them & leave them away from wall so issue can be addressed. It would be unsafe for the next function to use a broken item.
- Fireplace is presently not operational.

POST-FUNCTION INSPECTION: All of the items above must be addressed by the renter. On the day of or morning after a Clubhouse event, Eastbrooke staff will inspect the clubhouse. Any item that fails to pass the post-rental inspection will be documented and reported to the Portfolio Manager.

RETURN OF SECURITY DEPOSIT: Security deposit will be returned to Owner/resident within two to four weeks following your function, as long as: there is no damage to the premise, no extraordinary cleaning is required and there are no Clubhouse violations, and the key has been returned. If repairs and/or cleaning are required, the cost of such services will be deducted from the security deposit.

ANY OWNER WHO IS IN ARREARS (OWES MONEY TO THE CONDOMINIUM ASSOCIATION) IS NOT ALLOWED TO RENT/USE THE PROPERTY AMENITIES, AS PER THE GOVERNING DOCUMENTS OF THE PROPERTY. THIS INCLUDES THE CLUBHOUSE, POOL OR TENNIS COURTS.

BE SURE YOUR ACCOUNT IS PAID IN FULL BEFORE YOU RESERVE OR USE THE CLUBHOUSE. IF YOU RENT YOUR CONDOMINIUM OUT, YOUR TENANT WILL NOT BE ALLOWED TO USE THE AMENITIES EITHER.