

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 function scheduled, otherwise your security deposit may not be refunded!

To validate this reservation, please sign and return the last page of the enclosed contract along with your **check for the security deposit and rental fee, payable to: BRIGHTON EASTBROOKE**. Return the signed contract and the check to Kenrick Corporation, 3495 Winton Place, Bldg. D - Suite 4, Rochester, New York 14623 by mail or placing 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, as per the governing documents. Be sure your account is paid in full before you try 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.
2. **RESERVATION RATES:** The reservation rates are \$100/day for the Clubhouse rental fee and \$150/reservation for the security deposit, therefore a check for \$250 is due with the signed contract. The check, which must be from an Eastbrooke owner or resident, will be deposited upon receipt. The use of the pool or tennis courts is not included in the Clubhouse rental.
3. **RENTAL FEE:** The \$100 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 renter (Eastbrooke owner/ tenant) two to four weeks following your 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 \$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. *Face Masks are encouraged if attendees are ill or attendees feel more comfortable wearing a mask;*

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:** Key is available at least 1 hour prior to event. At completion of rental, key should be put in the Clubhouse mailbox outside the entry door. Superintendent / Assistant Superintendent will provide key to Clubhouse Renter.
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. Caterers should be advised that dollies may be needed to transfer food the Clubhouse. 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, mop floors, clean furniture, bag all the garbage and place it in the trash toter outside the back door of the Clubhouse. Renter is responsible to provide all cleaning/sanitizing products. Everything in the Clubhouse must be returned to its original condition and location.
9. **CLUBHOUSE FURNITURE AND EQUIPMENT:**
 - a. KITCHEN: has 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.
 - b. TELEVISION/DVD: are available, there is cable service to the Clubhouse. Renter's must supply their own DVD discs.
 - c. FIREPLACE: as of 4/2021 the fireplace is not functional. DO NOT USE!
 - d. AIR CONDITIONERS: The wall A/C units in the main room are new and functional. The 2 small A/C units in the room near the porch are functional.
 - e. TABLES/FOLDING CHAIRS: Twelve 6 ft long rectangular banquet tables, 3 round tables and 75 folding chairs are available for your use, as well as upholstered chairs and end tables.
 - f. FIRE EXTINGUISHERS: are located in the Clubhouse and kitchen and are intended for emergency use only.
10. **DECORATIONS:** NO tape, tacks, push pins, staples, or other fasteners are to be used for decorations to furniture, walls, floors, fans 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.
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 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 and picnic area are not available for the use by renter or renter's guests if any other Owners/Residents/Tenants wish to occupy these areas. You may use grill if not being used by others, as long as you are considerate of others occupying the porch area.
16. **BEHAVIOR DURING FUNCTIONS:** The 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
 - d. Not to disturb any resident using the tennis courts, porch/picnic area, or pool

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 function scheduled.

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 per person fee will be charged if the items have to be moved by Eastbrooke 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 1:00 am. All clean-up must be completed and the Clubhouse premises vacated by 1:30 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 PAYABLE TO BRIGHTON EASTBROOKE for \$250.00

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

The undersigned hereby affirms that he/she is an Owner/Resident, is 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 may 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.

EB Owner/Resident Name: _____

EB Address: _____

EB Owner/Resident Phone # _____

EB Owner/Resident email address: _____

Mail Refund to:

EB Owner/Resident Name: _____

Address: _____

Phone: _____

EB Owner/Resident Signature: _____

Detailed Purpose of Event: _____

Rental Date: _____

Time Start: _____

Time End: _____

of invited guests: _____