

Avenel Community Association (ACA)
Avenel Swim and Tennis Facilities (ASTF)

COMMUNITY ROOM /PICNIC AREA FACILITIES
RULES AND REGULATIONS FOR RENTALS

PLEASE READ THE RULES CAREFULLY.

PLEASE BE SURE THAT YOUR GUESTS ALSO READ AND ABIDE BY THESE RULES.

Pursuant to Article VII, Section A of the Bylaws governing the Avenel Community Association, the Board of Directors shall have the authority to establish rules and regulations governing the use and operation of the Common Area of the ACA, particularly including the pool, tennis courts, community room ("Community Room"), parking and other facilities including outdoor picnic area ("Picnic Area") (collectively "ASTF") that are part of the ACA Common Area; and

The Board of Directors has adopted rules and regulations governing the use of the pool ("Pool Rules"); and

The Board of Directors has determined that there is interest by many Members ("Members" as used herein includes ACA members and Grandfathered ASTF Members as defined in the Pool Rules), in renting the Community Room and Picnic Area for private events; and

The Board of Directors has determined that it is necessary to establish rules and regulations governing such rental for private events and has adopted the following rules designed to facilitate the rental of the Community Room and Picnic Area by Members for private events; and

In the event of the rental of the Community Room and Picnic Area for a private event, all persons using any portion of the ASTF do so at their own risk and sole responsibility. The Avenel Community Association (Association or ACA) does not assume responsibility for any accident or injury in connection with such use. The member, guest or any other person or persons covenant(s) and agree(s) to fully indemnify the Association, its Board of Directors, committees, professional staff, contractors and/or its agents and assignees, and make no claim against the Association for or on account of any loss or any damage of life, limb, or property sustained.

1. The Community Room or Picnic Area facilities may be rented exclusively by Members in good standing as defined in the Pool Rules (hereafter "Authorized User") for private events. Guests at such private events will be limited to friends and family of the Authorized User. Each guest at any such private event shall be invited by personal invitation from the Authorized User that has entered into an agreement for the rental of the facilities. No public postings on any form of written or social media to announce such event will be permitted. No open house events are permitted.
2. Use of the Community Room or Picnic Area for a private event may be granted or denied to any person at the sole discretion of the ACA.
3. The Authorized User shall be present at all times during the private event.

4. The Authorized User renting the facility must be twenty-one (21) years of age, or older.
5. The rental rate for an event will be specified in the Application and shall be paid at the time the Application is submitted. The Cancellation Policy is specified in the Application form.
6. The maximum number of guests, excluding the Authorized User, permitted shall be as follows:
 - a. Renting the Picnic Area and access to the pool (during regular operating pool hours only) maximum 15 guests;
 - b. Renting the Community Room and access to the pool (during regular operating pool hours only) maximum 35 guests;
 - c. Renting the Community Room without access to the pool, a maximum of 80 guests for a non-sit-down event and 60 guests for a sit-down event. The ACA may require that alternate off-site parking arrangements be made by the Authorized User, at the sole expense of the Authorized User, and/or restrict the number of parking spaces that may be utilized by guests of the Authorized User.
7. Events are reserved on a first come, first served basis and the ACA reserves the right to not approve overlapping events during the same time period.
8. Events will be limited to one per day, for both the Picnic Area and Community Room. Events in which access to the pool is granted will be limited to a maximum time period of 4 hours.
9. Pool access and use will not be allowed except during normal pool hours.
10. In the event that a caterer will be used, the Authorized User renting the facility and the caterer shall sign the Caterer Addendum/Instruction form.
11. Event insurance will be required at the sole expense of the Authorized User for any Community Room event held after regular hours and a certificate evidencing such insurance and identifying ACA as an additional insured shall be presented by the Authorized User to the ACA in advance of the event. Options for sources are listed on the application form.
12. A \$500 security deposit is required to be paid by separate check at the time the Application is submitted.
13. All other fees must be paid at the time the Application is submitted. All fees and rental rates are non-refundable.
14. Events may begin no earlier than 10:00 a.m. and may end no later than 11:00 p.m. including clean-up time. All guests must be off the premises by 11:00 p.m. Keys must be returned to the ACA office at 9501 Beman Woods Way by 10:00 a.m. the first business day following the event. Failure to do so may result in forfeiture of the security deposit, as well as any additional charges for damage or loss.

15. The Authorized User renting the facility will be responsible for set-up and clean-up of the event. Clean-up shall include removal of all trash from the premises and the area rented shall be left in the same clean condition as before the event.
16. The ACA has the authority to require that a responsible, fully insured security agency, mutually acceptable to the Authorized User and the ACA, be contracted (at the sole cost of the Authorized User) to provide adequate security for an event. All security personnel must be on the premises no later than one half hour before the event begins and remain until all guests have left the premises.
17. The Authorized User renting the facility must maintain an orderly activity and shall be responsible for all guests attending the event.
18. Smoking is not permitted in the Community Room or ASTF property and grounds.
19. Alcoholic beverages are prohibited.
20. A member renting the Community Room facility (without access to the pool facilities) must observe the posted capacity as determined by Fire Regulators and/or ACA policy. Not more than 80 persons may attend a non-sit-down event and not more than 60 persons may attend a sit-down event.
21. Nothing may be tacked, taped or secured to the walls or windows. In addition, none of the artwork, furniture, or other property of the ACA may be removed or altered in any way.
22. At the conclusion of an event, individuals and groups must leave quietly and show consideration to the neighboring residents.
23. For events where access to the pool is granted additional lifeguards may be required, at the sole expense of the Authorized User, if deemed necessary by the Lifeguards based on the volume of regular members at the pool during the event. ACA may require an additional deposit for additional lifeguards for the event or, should such lifeguards be deemed necessary at the commencement of the event, the costs for the same shall be deducted from the security deposit.
24. Picnics will be limited to the grassy area near the grills and picnic tables.
25. No glass of any kind will be permitted in the pool area.
26. Hosts of children's parties will be responsible for ensuring that there are adequate chaperones.
27. No helium balloons will be permitted in the Community Room.
28. Rental of the Community Room may be for exclusive use, however, ACA management staff and agents shall have access to the premises at all times during an event to ensure compliance with the terms and conditions of the rental agreement.

29. The security deposit will be forfeited in part or in full for any of the following reasons:
- a. parties staying past the concluding time as specified in the application;
 - b. damage to walls, floors, equipment or any other part of the facilities;
 - c. failure to adequately clean-up;
 - d. violations of any ACA Rules and Regulations or any other part of the Application; and
 - e. failure to lock up after the event and return the keys to ACA management.
30. Following completion of an event, provided that the security deposit has not been forfeited in full or in part, a full or partial refund will be processed, which takes approximately 15 days. If damages exceed the deposit amount, the Authorized User renting the facilities will be billed for any additional charges.
31. Notwithstanding the adequacy of a security deposit, the Authorized User shall indemnify and hold ACA harmless for the following:
- a. damage to the facilities or the personal property of the Authorized User renting the facilities or that of any guest;
 - b. failure of the Authorized User or any guest to comply with these rules and regulations or any other part of the Application; and
 - c. any injuries or damages to the Authorized User, any guest, or any third party, arising out of the event.

The ACA will have the right to charge the Authorized User for the cost of the foregoing.