

Silver Bay Harbor Association



Silver Bay Harbor Association Clubhouse Reservation Agreement

Today's Date

I, _____ wish to reserve the
(Member's Name)

clubhouse of the Silver Bay Harbor Association (the "Association") for a private party on

_____ from _____ a.m./p.m. until _____ p.m.
(Date) (Start Time) (End Time)

I understand that this reservation entitles me to use all beach and clubhouse facilities including the kitchen, all appliances, the bathrooms, all tables and chairs, and all outdoor recreational facilities including the barbecue, the beach and swim area, and the basketball and volleyball courts.

I understand that I cannot deny members the use of the clubhouse or beach during the Association's regular hours of operation from mid-June until Labor Day, which means that all members will be able to use the clubhouse until 6 p.m. each day and that the beach and grounds will be open to all members until 10 p.m. each day. After 6 p.m. the clubhouse will be open only to my guests, and after 10 p.m. the clubhouse and grounds will be open only to my guests. All gates to Association property will be locked at 10 p.m. and after that time, my guests must enter and exit the party via the gate on Seabreeze Road. My party must end and all guests must leave Association property by no later than Midnight.

I also understand that all regular "Beach Regulations" will be in effect during the entire time of my reservation including the rule **prohibiting bon fires on the beach without a fire pit and prohibiting animals on Association property at all times. I will inform my guests that they cannot bring animals of any kind onto Association property and I agree that no bonfire will be built unless it is contained in the fire pit.** The fire will be completely out before I exit the beach (no fire debris can be dumped on Association property or into the water).

I also understand that the following Additional Regulations will also be in effect during the entire time of my reservation:

- (1) If the party is for children of members, the parents themselves must make the reservation, be on-site at all times during the party, and are themselves responsible for the actions of their children and all invited guests.
- (2) Consumption of alcoholic beverages by minors is forbidden.
- (3) Because the clubhouse and beach are in a residential neighborhood, excessive noise is not permitted at any time and all music must end by 10 p.m.; and the party must end and all guests must leave Association property by Midnight.
- (4) There shall be no beverages of any kind in glass containers.
- (5) Before 6 p.m. a private party with more than 40 guests must supply and pay for one additional lifeguard; a private party with more than 100 guests must supply and pay for two additional lifeguards; (a private party with fewer than 40 guests does not need to supply an additional lifeguard).
- (6) After 6 p.m. a party of any number up to 60 people must provide one lifeguard (since the Association lifeguard will not be on duty); a party with 60-120 people needs to provide two lifeguards; and a party with more than 120 people needs to supply three lifeguards.
- (7) It is the responsibility of the member having the party to hire the required number of lifeguards and to inform the Social Director of the number of guests expected at the party.
- (8) Any member having a party that requires more than one lifeguard must provide the Beach Director with the name, address, and phone number of any lifeguard who is not currently employed by the Silver Bay Harbor Association as a guard.
- (9) All trash generated by the party must be separated and deposited into the correct ROBO cans: all cans and plastic containers (no glass is allowed on Association property) must be placed in the **blue ROBO cans** designated for recyclable material, and all other trash must be placed in **PLASTIC BAGS** in the **gray ROBO cans**; members who fail to separate their party's trash will forfeit future ability to rent the clubhouse and you will also be required to clean up the ROBO cans.
- (10) The clubhouse, beach, and grounds must be cleaned up the same day of the party and all facilities should be left in the same condition as before the party began (e.g., floor swept, counters wiped, garbage and recyclables removed).
- (11) Do not leave any leftover food, condiments, or paper products in the clubhouse cabinets or refrigerator.

I understand and agree that the following payments must accompany this Reservation Agreement:

- **a \$250.00 rental fee** (for parties taking place from May 1st through October 31st); **or a \$150.00 rental fee** (for parties taking place from November 1st through April 30th); **and**
- **a separate check in the amount of \$100.00 which will serve as a "Security Deposit" that will be returned to me uncashed if the Damage Inspection described below confirms that no damage has taken place during my party.**
- **BOTH YOUR CHECKS AND THIS RESERVATION AGREEMENT MUST BE DELIVERED TO Sandy Zarycki at 16 Baybreeze Drive, Toms River, BEFORE YOUR PARTY CAN BE BOOKED.**

Damage Inspection:

I understand that the Social Director or his/her appointee will inspect the clubhouse and grounds before the party begins and again before the clubhouse opens the following morning. If any damages are found on the morning following my party, the Social Director or his/her appointee will determine the cost to repair such damages, and I will be responsible for payment of those damages. This means that my \$100.00 Security Deposit will not be returned to me and will instead be used to pay for damages up to \$100.00 and I will be billed for any damages in excess of \$100.00. I understand that I have the right to appeal any billing for damages to the Board of Trustees.

I have read this entire Reservation Agreement and agree that I, and all attendees of my party, will abide by the regular “Beach Regulations” and also by the Additional Regulations stated above.

(Member’s Signature)

Date/Time Inspected before party
(Note any existing damages)

(Social Director’s Signature)

Date/Time Inspected after party
(Note any existing damages)

(Social Director’s Signature)

**IMPORTANT
PLEASE REMEMBER**

(This is your party and you are responsible for your guests’ actions)

All trash generated by the party must be separated and deposited into the containers provided: cans and glass must be placed in the blue ROBO cans designated for recyclable cans and glass and all other trash must be placed in **PLASTIC BAGS** and then placed in the gray ROBO cans. If the ROBO cans are full, neatly place bags in the shed. **Do Not** throw food or food-laden items directly into the ROBO cans. Properly containing trash will prevent the smell and formation of maggots. Members who fail to separate their party’s trash will forfeit future ability to rent the clubhouse. You will also be required to clean-up the ROBO cans.

The clubhouse, beach, and grounds must be cleaned up immediately after the party, **not the next morning** and all facilities should be left in the same condition that they were in before the party began. There may be a party the next day, so do be courteous to other members.

When un-locking the gates, please **lock the chain and lock onto the fence** so kids do not take the lock. If your party ends after 10:00 pm, you are responsible for locking all gates when you leave. Keys must be returned to the Social Director after you exit the Beach at the conclusion of your party.

Any music that can be heard outside the clubhouse must be turned off at 10:00 p.m. and your party must end and all guests must depart Association property by Midnight.

No animals are allowed on Association property at any time.