

Silver Bay Harbor Association



Silver Bay Harbor Association Clubhouse Reservation Agreement

Today's Date

(Member's Name)

(Contact Phone Number)

I wish to reserve the clubhouse of the Silver Bay Harbor Association ("SBHA") 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, appliances, bathrooms, 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 SBHA'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. and the beach and grounds will be open to all members until 9 p.m. After 6 p.m. I may restrict access to the clubhouse to only my guests. After 9 p.m. I may restrict access to the beach and grounds to only my guests. I must ensure that ALL gates are locked (on both the Joyce Street and Sea Breeze Road sides) when I leave. My party must end and all guests must leave SBHA property by no later than Midnight.

I also understand that all regular "SBHA Policies" will be in effect during the entire time of my reservation including the rules **prohibiting the use of fireworks/pyrotechnics on SBHA property, the swim dock, parking areas, and adjacent streets on either side of the property; bon fires on the beach without a fire pit; and by State law, the rule prohibiting animals on the beach, in the water, or in the clubhouse at any time.** I will inform my guests that they cannot bring fireworks/pyrotechnics or animals of any kind onto SBHA property and I agree that no bonfire will be built unless it is contained in the fire pit and the fire will be completely extinguished before I exit the beach (no fire debris can be dumped on SBHA 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 decorating for your party, no tape or tacks are permitted to be affixed to the walls or any other surface of the clubhouse (inside or outside) and do not remove artwork from walls.
- 2) 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.
- 3) Consumption of alcoholic beverages by anyone under age 21 is forbidden.
- 4) 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 SBHA property by Midnight.
- 5) Beverages of any kind in glass containers are strictly prohibited.
- 6) 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).
- 7) After 6 p.m. a party of any number up to 60 people must provide one lifeguard (since the SBHA lifeguard will not be on duty); a party with 60-100 people needs to provide two lifeguards; and a party with more than 100 people needs to supply three lifeguards.
- 8) 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.
- 9) If there is no SBHA lifeguard on duty during the party, no swimming is allowed unless the member holding the party hires the required number of lifeguards based on the number of expected guests as stated in 6 and 7 above. Any member who hires their own lifeguard(s) must provide the Beach Director with the name, address, and phone number of any lifeguard who is not currently employed by the SBHA. If you need to find a lifeguard, the American Red Cross at 1-800-733-2767 may provide some resources.
- 10) When unlocking property gates, you must lock the chain and lock onto the fence to prevent the lock from being lost or stolen.
- 11) You must ensure that ALL gates are locked when you leave the property (both the Joyce Street and Sea Breeze Road sides).
- 12) One of the bathrooms contains both an interior and exterior door. After your party, you must lock the interior door of the bathroom that contains the exterior door so that the clubhouse cannot be accessed by anyone entering the bathroom through the exterior door.
- 13) All trash generated by the party must be removed from the clubhouse building, separated and deposited into the correct ROBO cans, this means:
 - a. All cans and plastic containers must be placed in the ***blue ROBO cans*** designated for recyclable material. ***Do not place paper plates/cups, plastic utensils, food, or anything food has touched in the blue robo cans.***
 - b. All other trash including paper plates/cups, plastic utensils, food, and anything that food has touched must be placed in PLASTIC BAGS in the ***gray ROBO cans.***
 - c. **Any full ROBO cans must be wheeled out to the street on the Sea Breeze side** for emptying by the town trucks.
 - d. Members who fail to separate their party's trash will not only forfeit their Security Deposit and future ability to rent the clubhouse; but you will also be required to return and clean up the ROBO cans.

- 14) The clubhouse, beach, and grounds must be cleaned up the same day of the party (not the next morning) and all facilities must be left in the same condition as before the party began (i.e., floor swept, counters wiped, all garbage and recyclables removed from inside the building).
- 15) 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 **\$350.00 rental fee** (for parties taking place from May 1st through October 31st); or a **\$250.00 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.”**
- **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.**

I further understand and agree that my \$100 Security Deposit check will be returned to me uncashed only if the Social Director or his/her designee confirms that I have fully complied with ALL of the following requirements:

- **Damage Inspection:** I understand that the Social Director or his/her designee will inspect the clubhouse and grounds before the party begins and again before the clubhouse opens the following morning. If any damage is found on the morning following my party, the Social Director or his/her designee 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 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.
- **Fireworks/Pyrotechnics:** Neither you nor anyone attending your party violated SBHA Policies prohibiting fireworks/pyrotechnics.
- **Trash and Recycling:** All trash generated by the party must be removed from the clubhouse building, separated and properly deposited into the correct ROBO cans, that is:
 - Only cans and plastic containers may be placed in the ***blue*** ROBO cans – **DO NOT deposit paper plates/cups, plastic utensils, food, or anything food has touched into the *blue* ROBO cans.**
 - All other trash including but not limited to paper plates/cups, plastic utensils, food, and anything that food has touched must be placed **in PLASTIC BAGS** in the ***gray*** ROBO cans.
 - If all ROBO cans are full, tied garbage bags may be neatly placed in the shed.
 - **Any full ROBO cans must be wheeled out to the street on the Sea Breeze Road side for emptying by the town trucks.**

- The clubhouse, beach, and grounds must be cleaned up immediately after the party, **not the next morning** and all facilities must be left in the same condition that they were in before the party began.
- **You must lock the interior door of the bathroom that contains the exterior door so that the clubhouse cannot be accessed by anyone entering the bathroom through the exterior door.**
- You must shut off all interior clubhouse lights (including both bathrooms) and ceiling fans and ensure that all windows and doors are locked.
- If you unlocked gates, you must ensure that the chains and locks are locked onto the fence to prevent loss of the locks. You must ensure that ALL gates are locked when you leave the property (both the Joyce Street and Sea Breeze Road sides).
- You must return all keys to the Social Director.

PLEASE REMEMBER:

- 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 SBHA property by Midnight.
- **No animals are allowed on SBHA property at any time.**

IMPORTANT: IF IT IS DETERMINED THAT SBHA POLICIES PROHIBITING FIREWORKS/PYROTECHNICS WERE VIOLATED, YOU WILL BE BARRED FROM RENTING THE CLUBHOUSE AND FACILITIES IN FUTURE AND MAY HAVE YOUR MEMBERSHIP REVOKED.

I have read this entire Clubhouse Reservation Agreement and agree that I and all attendees of my party will abide by all of the above-stated rules and regulations as well as all regular “SBHA Policies” during the entire duration of my party.

(Member’s Signature)

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

(Social Director’s/Designee’s Signature)

Date/Time Inspected after party
(Note any new damage or failure to comply with stated requirements)

(Social Director’s/Designee’s Signature)