

# Beach Rental Agreement

This contract for the rental of a venue (hereinafter the "Agreement") is made this day, \_\_\_\_\_, by and between **Lions Head Lake Property Owners' Association, Inc.**, hereafter referred to as the LLPOA, and \_\_\_\_\_, hereafter referred to as the Renter.

Whereas, the renter desires to temporarily rent, occupy, and make use of the LLPOA's venue, located at 120 Tamarack Road, Wayne, New Jersey 07470 and known as the beach at Lions Head Lake (the "Beach"), and

Whereas, the Owner agrees to such rental, occupation, and use in consideration of certain payments and covenants herein enumerated;

Now, therefore, the parties agree to the following terms and conditions:

1. The Renter shall pay to the LLPOA the rental fee of \$300 for the use of the "Beach" for a total of four (4) hours, to be paid upon execution of this agreement. Additional hours will be at the rate of \$75/Hr and shall also be paid upon execution of this agreement.

2. The Renter shall have access to and use of the venue from \_\_\_\_\_ o'clock on \_\_\_\_\_, to \_\_\_\_\_ o'clock on \_\_\_\_\_, for the purpose of hosting the Renter's event.

3. Upon expiration of the rental period described in Section 2 above, the Renter shall fully surrender access to the venue and vacate the premises. If the Renter fails to do so, the rental period shall transfer to an hourly holdover rate and Renter shall pay the LLPOA a full, non prorated hourly rate of \$150 for each additional hour that the Renter fails to fully surrender access to the venue and vacate the premises. The holdover rental fee shall be due immediately.

4. Renter shall discard or remove all personal property, trash, and other items that were not present in the venue when Renter took control of it. LLPOA shall provide trash and recycle receptacles for Renter's use. Renter acknowledges and agrees that he/she shall comply with all laws and regulations during the rental period, including, but not limited to, complying with all local noise ordinances.

5. In the event that Renter fails to pay the balance due within the time period agreed upon in this contract, interest shall accrue upon the unpaid balance at the rate of 18% per annum or the maximum interest rate permitted under the law, whichever is greater, until the full sum, including any accrued interest, is paid. Renter shall also be liable to LLPOA for any legal fees, court costs, and other expenses incurred by LLPOA in connection with any collection efforts.

6. Renter will be liable for any physical damages, losses, legal actions, and/or loss of reputation or business opportunities that LLPOA may incur as a consequence of the actions of Renter or any of Renter's guests, associates, invitees, contractors, vendors, and all persons who enter the venue during the rental period, whether or not such persons do so with Renter's knowledge or consent, while Renter is in control of the venue. Renter shall defend, indemnify and hold harmless the LLPOA, including the LLPOA's board members (including all directors, trustees, officers, and members at large), contractors, employees, volunteers, and agents, against any

and all legal actions, claims, losses, costs, and expenses (including attorneys' fees), which may arise as a result of, or during, Renter's use of the venue.

7. Any disputes arising under this contract shall be settled by arbitration administered by the American Arbitration Association ("AAA") and pursuant to the rules of the AAA. There shall be one neutral, disinterested arbitrator to be appointed by the LLPOA in accordance with the rules of the AAA. The place of the arbitration shall be Wayne, New Jersey. Judgment on any award rendered by the arbitrator may be entered in any court having jurisdiction. The prevailing party in any dispute may, in addition to any relief it obtains, recover its court costs and attorneys' fees.

In witness of their understanding of and agreement to the terms and conditions herein contained, the parties affix their signatures below.

Renter's Signature, date	Owner's Signature, date
Printed Name	Printed Name and Title
Address	Address 120 Tamarack Road P.O. Box 2401
City, State, Zip Code	City, State, Zip Code Wayne, New Jersey 07474