



LINDY'S LAKE ASSOCIATION

PO Box 343, West Milford, NJ 07480 • www.lindyslake.com • info@lindyslake.com

Liz Keeney - President (Lake, Dam, Beach, Pavilion Scheduling, Playground)

Tony Clements - Vice President (Roads, Fundraising)

John Caggiano - Secretary (Communications & Website, Manor House Rentals)

Jane Litwinka - Financial & Membership Secretary

Paul Jansson - Treasurer

Matt Paz - Member at Large (Manor House, Farmhouse)

LINDY'S LAKE ASSOCIATION – BEACH PAVILION RENTAL AGREEMENT

All rentals require a \$50.00 deposit paid via check made payable to LLA. Applications must be made no less than 10 days prior to event and reservations are on a "first come – first served" basis. Rental Fee: \$125.00

Name of RENTER: _____ Address of RENTER: _____

RENTER Home / Cell #: _____ RENTER email address: _____

RENTER must be an LLA member in good standing. Member must be present during duration of event.

Date of Rental: _____ Description of Event (Birthday, etc.) _____

Start time of event (include set up time): _____ End time of event (include clean up time): _____

Number of ADULT attendees expected: _____ Number of CHILD attendees expected: _____

If a substantial amount of children are invited to your event (during swim season) you are required to hire an additional lifeguard for your event. This can be coordinated via: beach@lindyslake.com

Vehicles must park at the mailboxes by the dam or in the parking lot across from the beach.

RULES and REGULATIONS:

1. The "RENTER" is hereby defined as a member in good standing of the Lindy's Lake Association, the person making this reservation, and the responsible party in this agreement.
2. The Pavilion is available for reservation by LLA members in good standing between the hours of **12PM and 6PM**. Reservations must be made at least 10 days in advance of the event. Reservations will not be accepted more than three months in advance of the event. Reservations are on a "first come – first served" basis. Reservations will not be accepted from RENTERS that are not "Members in good standing".
3. Reservations only include the Pavilion, adjacent grills, and picnic tables within the pavilion. The rest of the recreation area and beach will remain open to other LLA members.
4. After each use of the Pavilion, the RENTER is required to leave the space in the same condition as before the event. This includes but is not limited to disposing of all garbage and cleaning tables and grills. Garbage must be physically removed from the area to be considered disposed of properly. This includes removing the bags from trash receptacles in the area.
5. Swimming is not permitted when lifeguards are "off duty" (before 12 noon and after 6 PM during swim season)
6. In the event that the RENTER wishes to reserve the pavilion when lifeguards are not scheduled to be on duty, the RENTER is required to contract the lifeguards and pay them directly. The RENTER must submit their names and copies of their certifications to beach@lindyslake.com.
7. The RENTER is responsible for all alcohol consumption of all guests and for compliance with alcoholic beverage laws and regulations. The RENTER expressly assumes all social host liability which may arise out of or relate to the use or occupancy of the Pavilion. Drunken behavior will not be tolerated, these individuals will be asked to leave the beach.

8. The RENTER is responsible for the conduct of all guests. The RENTER expressly assumes liability for all damage to the Pavilion, its fixtures and furniture, or to the related common areas, which arises out of or relates to the use or occupancy of the Pavilion.
9. The RENTER expressly agrees to release, indemnify and hold harmless the Lindy's Lake Association and their respective officers, directors, agents, employees, independent contractors, and volunteers (the "Released Parties") from any and all harm, damages, claims, fines, suits, demands, actions, or other liability, including without limitation personal injury, death or property loss of any person, and including costs and expenses of any kind or nature whatsoever including without limitation attorneys fees, which arises out of, relates to or results from the use or occupancy of the Pavilion and related common areas.
10. The RENTER shall comply with all stated and customary terms, State and Federal laws, Town ordinances, posted safety signs, rules, and verbal instructions as conditions for utilizing the Pavilion. If the host observes any hazardous activity during their event, they must bring it to the attention of the LLA or an appropriate official immediately.
11. The RENTER understands that there are inherent risks associated with the use of the Pavilion, parties, and/or use of the beach and common areas, and knowingly and freely assumes all such risk, both known and unknown, including those that may arise out of the negligence of other participants. The RENTER and the participants, and their respective heirs, assigns, administrators, personal representatives, and next of kin, hereby release and hold harmless, Lindy's Lake Association, their affiliates, officers, members, agents, employees, and sponsoring agencies from and against all claims, injuries, liabilities or damages arising out of or related to use of the Pavilion.
- 12. NO GLASS BOTTLES OR CONTAINERS ALLOWED IN THE PAVILION OR BEACH AREA. NO EXCEPTIONS!**
13. No pets allowed on the beach or in the Pavilion.
14. If amplified or live music is to be provided, please make certain it cannot be heard outside of the beach/pavilion area. Music must stop by 6 PM.
15. No additional features may be erected such as Bounce Houses, etc.
16. The LLA is not responsible for any personal property that is lost, damaged, stolen or destroyed during your event.

Your signature below indicates that you have read, understand, and agree to the Terms and Provisions of this agreement, as well as the Release of Liability.

RENTER Signature: _____

Date: _____

LLA Board Member Signature: _____

Date: _____

Deposit Return Checklist:

To ensure return of your deposit follow this checklist at the conclusion of your rental:

- All decorations were removed and properly disposed of.
- All trash is removed from the area – including trash bags removed from receptacles.
- No damage is done to the facility.

An LLA Board Member will inspect the area at the conclusion of your event to determine if your deposit will be refunded. Refunds will be issued (via return of your deposit check) within 5 days of your event.