

**POET'S LANDING ASSOCIATION, INC.**

**CLUBHOUSE RENTAL AGREEMENT**

**LICENSE AND TERMS OF USE**

Poet's Landing Association, Inc. (the "Association") is pleased to enter into this Agreement with \_\_\_\_\_ (residing at Poet's Landing Unit # \_\_\_\_\_) ("Renter"), on this \_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Effective Date") for Renter's use of the Facilities on \_\_\_\_\_, 20\_\_ (the "Event Date") between the hours of \_\_\_\_\_ and \_\_\_\_\_, subject to the following terms and conditions:

**1. Limited, Revocable License**

The Association grants to Renter, and Renter accepts, a limited, revocable, license to use the Facilities solely on the Event Dates, and during the Event Hours, subject to the terms and conditions as agreed upon below. As used in this Agreement, the Facility shall mean the upstairs great room and kitchen of the Poet's Landing Clubhouse and shall not include use of the fitness room and pool.

**2. Fees; Deposits**

Renter shall pay the Association \$250 USD upon the execution of this Agreement for use of the Facility, (the "License Fee"). In addition, Renter shall provide the Association with a deposit in the amount of \$500 USD as a security deposit (the "Deposit"), which Deposit shall be returned to Renter within 30 days following use of the Facilities by Renter, less the amount of any costs for which Renter is responsible pursuant to Section 4 or 5 below. the Association shall not reserve an Event Date and Event Time until Renter has tendered the full License Fee and Deposit, and failure to tender the full License Fee and Deposit at least thirty (30) days prior to an Event Date shall be grounds for the Association to revoke this License. Upon such revocation, the Association shall refund any tendered Deposit to Renter within thirty (30) days of such revocation.

**3. Cancellations**

Upon cancellation of a reserved Event Date and/or Event Time, the Association shall refund any tendered Deposit to Renter within thirty (30) days of such notice of cancellation, provided that the Association shall have the right to retain the License Fee.

**4. No Warranty**

The Facility is provided "AS IS", "WHERE IS" and without warranty as to the suitability of the Facility for Renter's intended use. Renter shall be responsible for the repair and/or replacement of the Facilities to the extent such repair or replacement is the result of Renter's (or its agents, contractors, employees, invitees, or subcontractors) negligence, misconduct, misuse, abuse, or breach of the terms and conditions of this Agreement. Renter shall delivery the Facilities to the Association in as good condition as when received by Renter, ordinary wear and tear excepted. Renter shall be responsible for any cost in excess of \$100 incurred by the Association to clean the Facilities following use by Renter.

**5. Indemnification**

Renter agrees that it shall indemnify, defend and hold harmless the Association and REI Property and Asset Management, Inc. ("REI") and each of their respective employees, officers, trustees and directors (collectively, "Indemnitees"), from and against any and all damage, loss, claims, suits, demands, actions, fines, damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees) arising out of or in connection with damage to property or injury to persons (including death) which arise out of Renter's use of the

Facility, including any acts or omissions of Renter, its agents, contractors, employees, invitees, servants or subcontractors. Renter shall provide Nina Marina immediate notice of any injury or damage to persons or property in, to or around the Facility of which it is aware.

## **6. Right of Entry**

The Association and REI, and those persons authorized by them, shall have the right to enter the Facility at all reasonable times for any reasonable purpose, as well as at any time in the event of emergency involving possible injury to property or persons in or around the Facility.

## **7. Revocation**

This Agreement is freely revocable by the Association and, upon written notice from the Association to Renter, may be terminated at any time in the Association sole discretion.

## **8. Event Rules and Regulations**

- A. CATERERS:** Outside staff such as caterers, waiters, and bartenders must be approved by the Association and shall provide the Association with a current insurance certificate relating to the Facility and naming the Association, REI and Crystal Beach Development Corp. as additional insureds.
- B. ALCOHOLIC BEVERAGES:** Alcohol may be served to persons over the age of 21 under the terms and conditions consistent with the applicable laws of the State of Connecticut and Danbury, CT as long as the Renter abides by the following rules:
  - i) Renter shall take full responsibility for and hold the Indemnitees harmless from ALL liability arising from the serving and consumption of alcoholic beverages; ii) If caterers are to serve or provide a bartender to serve alcoholic beverages, the caterer shall provide the Association a certificate of insurance evidencing a Liquor Liability Policy at least seven days prior to Event Date.
- C. MUSIC/ENTERTAINMENT:** Arrangements for entertainment or music must be approved by the Association.
- D. NO SMOKING OR OPEN FLAMES:** The Facility is a smoke-free environment. Smoking is prohibited in all areas of the building at all times. In addition, no open flame of any kind is allowed in any part of the Facility at any time.
- E. VENDORS:** A list of all outside vendors, caterers, musicians, photographers, and any other outside professionals (together with their respective insurance certificates) must be submitted to the Association one week before the Event Date.
- F. CAPACITY:** Renter shall not allow more persons within the facility as is permissible under any local rule, ordinance or regulation. In no event shall more than 30 persons be permitted in the Facility. Capacity limitations shall be strictly enforced.
- G. SUPERVISION.** At any event, there shall be at least one adult present for every 3 persons under the age of 16.
- H. CONDUCT.** Renter shall take all action necessary during an event to assure proper and orderly conduct of guests.

**9. Miscellaneous**

**A. ENTIRE AGREEMENT; GOVERNING LAW:** This Agreement, together with any exhibits attached hereto, contains the complete agreement of the parties concerning the subject matter, and supercedes any prior oral or written understandings, representations, or agreements pertaining thereto which have not been incorporated herein. This Agreement shall be construed and governed by the laws of the State of Connecticut, without regard to its conflicts of laws provisions.

**B. NO AMENDMENT:** No amendment or modification to this License shall be binding upon the Association unless same is in writing.

**C. LICENSE ONLY:** This Agreement shall be deemed to create only the relationship of licensorlicensee between the parties and shall, in no event, be deemed to create any other relationship, including without limitation landlord-tenant, principal-agent, master-servant, employer-employee or partner-joint venturer.

**D. NO ASSIGNMENT:** This Agreement is for the sole benefit of the Renter and the Association, and Renter may not assign or transfer its obligations or rights under this Agreement. Any assignment or transfer contrary to the provisions of this paragraph shall be null and void.

**E. ENFORCEMENT.** Renter shall be responsible for all costs, expenses and reasonable attorneys' fees incurred by the Association in enforcing this Agreement in the event the Association prevails in any such enforcement.

Accepted and agreed to by:

\_\_\_\_\_ (Renter)

\_\_\_\_\_ (Date)

\_\_\_\_\_  
(Signature and Title)

REI PROPERTY AND ASSET MANAGEMENT, INC.  
as agent for POET'S LANDING ASSOCIATION, INC.

\_\_\_\_\_ (Date)

\_\_\_\_\_  
(Signature and Title)