

FORRESTAL VILLAGE COMMUNITY SERVICES ASSOCIATION, INC.

POLICY RESOLUTION NO. 26

RULES AND REGULATIONS FOR USE OF THE SMITH HOUSE AND RENTAL OF THE SMITH HOUSE FOR PRIVATE SOCIAL FUNCTIONS OR PRIVATE BUSINESS FUNCTIONS

WHEREAS, Article III, Sections 1(a) and 3(b) of the Declaration of Covenants and Restrictions (the "Declaration") of the Forrestal Village Community Services Association, Inc. (hereinafter referred to as the "Association") provide that the property, affairs and business of the Forrestal Village shall be managed by the Association's Board of Directors (the "Board"), which shall have all those powers granted to it by the Articles of Incorporation, the Declaration and By-Laws and any amendments thereto, and by law; and

WHEREAS, Article III, Section 3(c)(2) of the Declaration empowers the Board "to establish rules and regulations for the use of property..." and

WHEREAS, in accordance with the stated intent of the Declaration "...to provide for the preservation and enhancement of property values, amenities and opportunities in said community contributing to the personal and general health, safety and welfare of residents"; and

WHEREAS, owners and residents are permitted to rent the first floor of the Smith House for private social gatherings; and

WHEREAS, the funds garnered from such rentals offset certain expenses directly related to these events, such as monitor fees and cleaning fees, and assist in offsetting the expenses for the Smith House; and

WHEREAS, the Board and the Smith House Committee have determined that certain owner/resident business related usage would not be harmful to the members of the Association and would be beneficial in generating income to further offset operating expenses for the Smith House; and

WHEREAS, the Board intends to prohibit any use of the Smith House which may be inappropriate, detrimental to members of the Association, or not within permitted uses of the Smith House; and

WHEREAS, Policy Resolution No. 26 adopted on September 26, 1996 is superseded in its entirety by adoption of this revised Policy Resolution,

NOW, THEREFORE, BE IT RESOLVED that the following General Rules for Smith House and Rental Agreement for Private Functions (hereinafter the "Rental Agreement") shall govern the use of the Smith House shall be adopted:

1. Unit owners and residents seeking to rent the first floor of the Smith House must execute and return the Rental Agreement for Private Functions and agree to abide by all of the General Rules set forth therein;

2. Only unit owners and residents may rent the Smith House. To rent the Smith House for a private function, unit owners and residents must be in good standing. Non-owners who are renting units must have a lease of one year or longer on file in the Management Office and the owner of the unit must be in good standing with the Association;

3. To confirm the date for any event, an executed Rental Agreement with the required deposit must be provided to the Management Office at least 60 days in advance of the event;

4. Only the first floor of the Smith House may be rented and utilized as part of the Rental Agreement;

5. The maximum number of persons allowed at any event is 120, including all persons who will be present in the Smith House at the time of the function;

6. Any function shall be a private gathering at which the unit owner or resident will act as the host or hostess who will be present for the full duration of the function;

7. Proof of homeowners insurance is required within 30 days of the event. The unit owner or resident (hereinafter the "Renter") must provide a Certificate of Insurance, naming the FVCSA as an additional insured, demonstrating that the Renter has at least \$500,000 of Personal Liability insurance coverage in place. If the Renter is serving alcoholic beverages, the Personal Liability coverage must be at least \$1,000,000, incorporating host liquor liability. If the event is catered, the Renter must provide proof of the caterer's liquor license;

8. **NO ALCOHOLIC BEVERAGES ARE PERMITTED TO BE SERVED TO ANYONE UNDER TWENTY-ONE YEARS OF AGE.** The consumption of alcoholic beverages by persons under the legal drinking age is strictly prohibited. All alcoholic beverages must be served for immediate consumption at the function. The Renter and his/her agents, servants, and/or contractors will take every reasonable precaution to avoid serving alcohol to guests who appear to have reached their alcoholic limit. The Renter will exert his/her best care and effort to ensure that no guest leaves the function impaired by the consumption of alcoholic beverages;

9. The Renter acknowledges for the purposes of this agreement that the caterer, if any, will be acting as the Renter's agent and any actions, omissions or errors of any nature made or permitted by the caterer will bind the Renter, his/her heirs, executors, or assigns as fully as if the Renter had permitted them personally. If the Renter is a tenant, the Owner is responsible for any damage or outstanding payment deficiency;

10. The Renter will submit a completed guest list must be alphabetically arranged by last name and categorized as over or under 21 and submitted to the Management Office at least one (1) week prior to the event;

11. The Renter agrees to comply with all deposits, costs and fees as set forth in the Rental Agreement;

12. The Renter shall hold the members, officers and directors of the Association, Signature Property Group and Forrestal Village Community Services Association, Inc., harmless from any and all damages and/or liability which may incur from the conduct and/or activities of the Renter and/or the Renter's agents, servants, and guests. This hold-harmless provision shall include, but not be limited to, injuries which are related to personal bodily injury and/or property damage and shall include without limitation any negligence on the part of the Association. The Renter agrees to assume all risk for any materials, goods, equipment, etc. placed in the Smith House during the entire time said materials, goods equipment, etc. are in the Smith House; and

13. The Renter understands that rental of the Smith House is merely an accommodation to members of the Association. A material breach by the Renter of the terms of this Agreement shall be grounds for the Association to suspend or terminate at its option the right of the Renter to future rentals. Neither the Association, nor any member, officer, or director thereof, shall be liable if the Smith House, or any portion thereof, is not usable for use by the Renter, or if any equipment, or appliance in the Smith House is not functioning properly on the date(s) reserved. In the event the Smith House is unavailable or materially unusable, the Renter shall have the option of canceling the reservation and vacating the Smith House (if being used), in which event the full deposit shall be returned to the Renter, less any amount which may be withheld under the terms of this Agreement

**FORRESTAL VILLAGE COMMUNITY SERVICES ASSOCIATION, INC.
400 Sayre Drive, Princeton, NJ 08540 (609) 243-9292**

SMITH HOUSE RENTAL AGREEMENT FOR EXCLUSIVE PRIVATE FUNCTIONS

THIS AGREEMENT is between the Forrestal Village Community Services Association, Inc. (hereinafter referred to as the "FVCSA"), and _____ residing at _____ Sayre Drive, Princeton, NJ 08540 (hereinafter referred to as the "Renter") for the use of the Smith House, the clubhouse of the Princeton Landing community.

FVCSA and Renter agree to the following terms and conditions:

1. The Smith House shall be used by the Renter on _____, 20____ between the hours of _____ and _____;
2. To confirm the date, a signed contract with the required deposit must be given to the Management Office 60 days in advance of the event.
3. Only the first floor of the Smith House shall be included in this Agreement;
4. Proof of homeowners insurance is required within 30 days of the event. The Renter must provide a Certificate of Insurance, naming the FVCSA as an additional insured, demonstrating that the Renter has at least \$500,000 of Personal Liability insurance coverage in place. If the Renter is serving alcoholic beverages, the Personal Liability coverage must be at least \$1,000,000, incorporating host liquor liability. If the event is catered, the Renter must provide proof of the caterer's liquor license;
5. The type of private function to be held at the Smith House on the above date is _____;
6. The estimated number of guests is _____. Please note that the he maximum number of persons allowed is 120, including all persons who will be present in the Smith House at the time of the function.
7. Use of the Smith House courtyard and/or rear patio is requested:
Yes ____ No ____
8. Use of any tent(s) on the Smith House grounds requires written approval from the Management Office;
9. Use of the piano is permitted. If an additional tuning is desired, it will be provided one week prior to the rental date at a cost of \$ _____.
Tuning needed? Yes ____ No ____
10. The Renter will comply with all Federal, State and local laws and regulations.
11. Alcoholic beverages will _____ will not _____ be served.

NO ALCOHOLIC BEVERAGES ARE PERMITTED TO BE SERVED TO ANYONE UNDER TWENTY-ONE YEARS OF AGE. The consumption of alcoholic beverages by persons under

the legal drinking age is strictly prohibited. All alcoholic beverages must be served for immediate consumption at the function. The Renter and his/her agents, servants, and/or contractors will take every reasonable precaution to avoid serving alcohol to guests who appear to have reached their alcoholic limit. The Renter will exert his/her best care and effort to ensure that no guest leaves the function impaired by the consumption of alcoholic beverages.

12. All costs related to the function and the serving of refreshments will be paid solely at the Renter's expense. No person who attends the function will be required or invited to pay for or contribute to the cost of refreshments, if any, or to pay any admission fee or any other fee or to make any contribution to attend the function. If the Renter has a contract with a caterer who will provide alcohol to be served and consumed at the function, there shall be no charge for alcohol.
13. The function shall be a private gathering at which the Renter will act as the host or hostess who will be present for the full duration of the function.
14. The Renter acknowledges for the purposes of this agreement that the caterer, if any, will be acting as the Renter's agent and any actions, omissions or errors of any nature made or permitted by the caterer will bind the Renter, his/her heirs, executors, or assigns as fully as if the Renter had permitted them personally. If the Renter is a tenant, the Owner is responsible for any damage or outstanding payment deficiency.

TERMS AND CONDITIONS FOR PRIVATE EXCLUSIVE RENTAL OF THE SMITH HOUSE

I. ELIGIBILITY.

Princeton Landing Owners and Residents may rent the Smith House. To rent the Smith House for a private function, FVSCA Owners and Residents must be in good standing. Non-owners who are renting units must have a lease of one year or longer on file in the Management Office and the owner of the unit must be in good standing with the FVSCA.

Business and Non-profit groups may rent the Smith House upon completion of the appropriate rental agreement and provision of the required deposit, proof of insurance and payment of fees discussed herein.

To confirm the date of the function, the deposit and executed rental agreement must be provided to the Management Office at least 60 days in advance of the event.

Proof of homeowners insurance is required within 30 days of the event. If alcohol is to be served at the event, the Renter must also provide proof of insurance for host liquor liability or, if the event is catered, the Renter must provide proof of the caterer's liquor license.

A completed guest list must be alphabetically arranged by last name and categorized as over or under 21 and submitted to the Management Office at least one (1) week prior to the event.

II. DEPOSIT

The Renter agrees to pay the FVCSA a security/damage deposit of \$500.00 for events of 16 persons and more or a security/damage deposit of \$300 for events of 15 or fewer persons. The deposit will be returned to the Renter upon acceptance by Management that the Smith House has been left in a neat, clean and acceptable condition without damage to the Smith House, fixtures or furnishings. If the Smith House is in

unacceptable condition, that portion of the deposit required to make repairs will be forfeited. If the event is canceled the deposit will be returned.

If the deposit is insufficient to cover the cost to restore the Smith House to an acceptable condition or to repair and/or replace any damages, the Property Manager will attempt collection from the Renter who reserved the Smith House. If the Renter is a tenant and collection is not made from the tenant, notice of the deficiency will be sent to the Owner.

III. FEES

A. GUEST FEES. For the purpose of computing the fee, all guests will be counted. For the purpose of staying within the legal limits of the fire laws, all persons, including help, contractors, and monitors, must be counted. All such persons should be incorporated in the Renter's guest list.

Payment of fees must be by check made out to FVCSA.

1. Small Functions. For a function of fewer than 15 persons, there is no charge.
2. Medium Functions. For a function of 15-30 persons, the charge is \$1 per person.
4. Large Functions. For a function of over 30 persons, the charge is \$2.00 per person.
5. Business or Non-profit functions. The charge is \$3.00 per person.
6. Classes with a Paid Instructor – For fewer than 5 persons, there is no charge. For 6-10 persons, the charge is \$10; For more than 10 persons, the charge is \$20.

B. CLEAN UP FEE. \$55.00. For parties of 30 persons or less this fee will be waived if the Renter cleans up at the completion of the function to the FVCSA's satisfaction.

C. MONITOR HOURS. There will be a \$10.00 per hour charge for monitor hours that are outside the normal Smith House hours as posted on the website, newsletter and side door of the Smith House. For functions of more than 50 persons, two monitors are required. There will be a fee of \$10.00 per hour for the second monitor with a minimum three (3) hour charge.

D. PIANO TUNING. The Smith House piano is tuned three times annually: February, June, and October. If the renter so desires, a special tuning by the Smith House piano tuner will be scheduled the week prior to rental date. The tuning fee will be passed on to the renter.

E. PAYMENT. After the function, an itemized bill listing the fees for the function will be issued to the Renter with payment in full expected within two (2) weeks of the invoice date. When a check to FVCSA for payment for the event is received by the Management Office, the security/damage deposit will be returned to the Renter, provided no deductions for damages are necessary.

IV. INSURANCE

A. OWNER/RESIDENT. The Renter must provide a Certificate of Insurance, naming the FVCSA as an additional insured, demonstrating that the Renter has at least \$500,000 of Personal Liability insurance coverage in place. If the Renter is serving alcoholic beverages, the Personal Liability coverage must be at least \$1,000,000, incorporating host liquor liability. If the event is catered, the Renter must provide proof of the caterer's liquor license.

B. CONTRACTORS. Each contractor employed by the Renter to provide such services as catering (food and beverages, including alcoholic beverages), music, photography, video recording, etc., must provide a Certificate of Insurance naming the FVCSA as an additional insured. The minimum limits of coverage for each contractor are:

General/Umbrella Liability \$1,000,000

Automobile Liability \$500,000

Liquor Liability \$500,000

Workers Compensation Statutory Limit

THE RENTER MUST PROVIDE FVCSA WITH A CERTIFICATE OF INSURANCE FOR ALL CONTRACTORS THAT WILL BE ENGAGED FOR THIS FUNCTION.

V. RULES AND REGULATIONS FOR SMITH HOUSE USE.

The Renter agrees to comply with the following rules for use of the Smith House as well as the General Rules (attached).

1. The Renter shall have use of the first floor of the Smith House. No use or access to the second floor is permitted to the host family or guests, except for a bridal party preparing for a wedding ceremony. Use of the courtyard and/or patio are permitted if indicated in this Agreement. The Renter acknowledges that during normal Smith House hours other residents will have access to the second floor.
2. Consideration for surrounding neighbors is important. No music or objectionable noise will be allowed outside. After 11 p.m., please control noise levels, including music.
3. The Smith House will be closed no later than 1:00 a.m. All cleanup activities must be completed by that time.
4. The fireplaces shall not be lit.
5. The stove burners shall not be used; the oven may be used for reheating. This is in accordance with Plainsboro Township Ordinances.
6. The piano may not be moved.
7. Other than functions exceeding 15 persons, all guests will be required to sign the Smith House register. The Renter must supply a guest list for their function.
8. Private property, food, beverages and liquor may be stored at the Smith House for up to two days before or after the event.
9. The Renter may move couches, tables, chairs or other portable furniture to facilitate the function; however, all furniture must be returned to its original position at the conclusion of the party. The Renter will be solely responsible for any damage.
10. Decorations may **not** be attached to walls or furnishings by tape, nails, thumbtacks, screws or any other damaging materials.

GENERAL RULES FOR RESIDENT USE OF THE SMITH HOUSE

1. The use of the Smith House is limited to Owners and Residents of the FVCSA and their guests. Users may be required to show proof of residence and/or their recreational passes.
2. Smoking is not permitted within the Smith House.
3. Use of the Smith House is limited to persons 16 years of age or older unless accompanied by an adult.
4. The Smith House shall be open for use only during normal business hours (M-F 10AM – 5PM) and when there is a monitor or Board member in attendance.
5. All official Association functions have priority over private use.
6. Established Association groups (e.g., parcel and other committees, exercise groups, card groups, etc.) may use the Smith House at times when the monitor is not present by prior agreement with the FVCSA Board of Directors. Such groups will be responsible for ensuring the security of the Smith House and maintaining the facilities in good condition.
7. Other than functions exceeding 25 persons, all guests will be required to sign the Smith House register. Any resident who plans to have 25 or more guests is required to follow the requirements of a private, exclusive function as outlined in PR 26.
8. No music or objectionable noise will be allowed outside.
9. Proper attire will be required. No bathing suits allowed; clothes and shoes are required.
10. The maximum attendance for the Smith House is 120 persons.
11. Food, beverages and liquor may be stored at the Smith House for up to two days before or after an event. The Social Committee may store non-perishable supplies and staples at the Smith House.
12. People using the Smith House are responsible for keeping the facility clean and orderly.
13. No pets will be allowed in the Smith House except for service animals.
14. If a private, exclusive function is in progress, residents should use the side entrance near the pool and the rear staircase to reach the second floor.
15. Parking is available at the Smith House. The fire lane is not to be blocked by any vehicle.

IN WITNESS WHEREOF, the Forrestal Village Community Services Association Inc., has affixed its hand and seal the day and year first above written.

[Signature]
, Secretary

Mari Molenaar
, President

BOOK OF MINUTES

ATTEST:

Date: 9/24/12

[Signature]
Mary Ryan, Secretary

Yes _____ No _____ Abstain

Yes _____ No _____ Abstain

Yes _____ No _____ Abstain

Yes _____ No _____ Abstain

Yes _____ No _____ Abstain

Yes _____ No _____ Abstain

Yes _____ No _____ Abstain

Mari Molenaar
Mari Molenaar, President

[Signature]
Mike Barnett, Vice President

[Signature]
Rich Ciarcello, Treasurer

[Signature]
Mary Ryan, Secretary

[Signature]
Phil Blocker, Director

[Signature]
Roger Dashevsky, Director

[Signature]
Neil Goodzeit, Director