



Twin Rivers Community Trust

92 Twin Rivers Drive West

East Windsor, NJ 08520

Dear Resident,

Thank you for your interest in renting the Community Room for your private event. The community room is located at 675 Abbington Drive. Please complete the *Application for Use of Community Room* and return it to the Trust office with the required security deposit, usage fee and proof of event insurance policy.

Only when the application, monies and proof of insurance are received, will the application be reviewed for approval. An e-mail will be sent to confirm the booking.

If you have any additional questions, please contact the Trust at 609-443-1113 X2 or e-mail [compliance @twinrivers-nj.com](mailto:compliance@twinrivers-nj.com)

Sincerely,

Twin Rivers Community Trust Staff



Twin Rivers Community Trust

92 Twin Rivers Drive West
East Windsor, NJ 08520

APPLICATION FOR USE OF COMMUNITY ROOM

APPLICANT INFORMATION:

This section is to be completed by the applicant/resident.

Date of Application: _____

Applicant Name (Homeowner or Renter): _____

Applicant Address: _____

Tenant: () Yes () No (*All tenants are required fill out the Landlord Release, found on page 3.*)

Applicant Phone #: _____

() Cell () Home (*please select one*)

Applicant Email Address: _____

DESCRIPTION OF EVENT:

All information in this section is subject to Trust approval.

Event date and day (Saturdays and Sundays only): _____

Rental time from _____ to _____.

Booking is for 6 hours. Room must be cleaned and prepared for inspection no later than 10:00 pm.

Additional time in the room can be purchased for \$50 per additional hour. All time in room must be continuous and room must never be left unoccupied.

Private events must do their own set-up and clean up. This includes returning tables and chairs to the side of the room, sweeping, and general cleanup, excluding mopping floors.

Table and Chair Request:

_____ # of round tables (*up to 12*)

_____ # of long tables (*up to 6*)

_____ # of chairs tables (*up to 120*)

Number of Guests: _____



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REQUIREMENTS:

(A.) RENTAL FEE AND SECURITY DEPOSIT (Required-cashier check or money order only)

- 1.) A \$325 refundable security deposit is due when the application is submitted. Please note that security deposits are non-refundable for cancellation by renter. Security deposits are refunded within 3 weeks after the event date.
- 2.) A \$325 non-refundable rental fee is due when the application is submitted.

(B.) CERTIFICATE OF INSURANCE (Required-you must obtain)

- 1.) A Certificate of Insurance is required. You must provide a copy to the Trust along with the application. The event insurance should have the following information on it:
- 2.) Certificate of Insurance must show liability, fire, and property damage in the amount of \$350,000.
- 3.) It must list "Twin Rivers Community Trust" as additional insured.
- 4.) The address is: 92 Twin Rivers Drive West East Windsor, NJ 08520

(C.) HOLD HARMLESS AGREEMENT (Required-enclosed)

(D.) LANDLORD RELEASE TO TENANT FOR COMMUNITY ROOM RENTAL (If applicable-enclosed)

- 1.) Tenants, only, are required to submit the Landlord Release. Apartment renters must receive release from the apartment management.

(E.) RESOLUTION 2021-08 (Enclosed)

- 1.) I have read, agree, and understand the terms and conditions of "*Resolution 2021-08: Policy for Establishing Rules and Regulations for The Use of The Community Room*" (enclosed).

Print Name: _____

Signature: _____

Date: _____

FOR OFFICE USE ONLY

Security Deposit Received (\$325) () Cashier Check# _____ () Money Order # _____

Rental Fee Received (\$325) () Cashier Check# _____ () Money Order # _____

Approved by Trust Administrator: _____ Date: _____



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92 Twin Rivers Drive West
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LANDLORD RELEASE TO TENANT FOR COMMUNITY ROOM RENTAL

Your tenant residing in the Twin Rivers Community wishes to rent the Community Room for a private party.

A refundable security deposit in the sum of \$325 will be submitted by your tenant as part of the application. The security deposit will be refundable based upon the inspection of the community Room after the private party, and all is found to be in good order. In the event that there is damage to the Community Room exceeding the security deposit amount, the balance will be charged to the Landlord's (member) account.

The Landlord hereby agrees and authorizes the Tenant's rental of the community room.

Tenant Name: _____

Landlord Name: _____

Address: _____

Address: _____

Tenant Signature: _____

Landlord Signature: _____

Date: _____

Date: _____



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HOLD HARMLESS AGREEMENT

WHEREAS, The Twin Rivers Community Trust is the owner of a certain parcel of real property located within the Twin Rivers development, known as the Community Room; and

WHEREAS, The Twin Rivers Community Trust leases The Community Room to members of the Twin Rivers Community for social purposes; and

WHEREAS, Twin Rivers Community is concerned about liability for those persons who attend functions at the Community Room, and any possible injuries which could occur as a result of the use of the room; and

WHEREAS, in order to protect the residents of the Twin Rivers Community and satisfy any concerns that the liability insurance carrier for the Twin Rivers Community Trust could have; and as a result of the liability concerns Twin Rivers Community Trust would have anyone who utilizes the Community Room sign off on this Hold Harmless Agreement.

It is therefore agreed that _____ (applicant name), who is deemed to be the user of the Twin Rivers Community Room, agrees to save, hold harmless and indemnify Twin Rivers Community Trust and the Twin Rivers Homeowners Association from any and all personal liability, claim, expenses, attorney's fees, cost of suit, or any suit, action, loss or damage as a result of the use of the Community Room, and all consequences thereof including future liability with regard to the above; and

WHEREAS, the parties to this agreement agree that jurisdiction for any dispute regarding this understanding shall be venued in the County of Mercer, and State of New Jersey; and

WHEREAS, any and all of the rights herein shall be cumulative and not exclusive of any other rights, remedies and benefits allowed by law or equity; and

WHEREAS, the parties to this agreement are entering into this understanding freely and voluntarily.

Print Name: _____

Applicant Signature: _____

Address: _____

Phone Number: _____

Date: _____

RESOLUTION 2021-08

**TWIN RIVERS HOMEOWNERS ASSOCIATION
AS TRUSTEE FOR THE TWIN RIVERS COMMUNITY TRUST
POLICY FOR ESTABLISHING RULES AND REGULATIONS FOR
THE USE OF THE COMMUNITY ROOM**

WHEREAS, the Twin Rivers Homeowners Association ("Association") has been designated and is currently serving as the Trustee under that certain Indenture dated November 13, 1969, establishing the TWIN RIVERS COMMUNITY TRUST: and

WHEREAS, said Indenture contemplates that the Trustee shall (i) promulgate and enforce the rules and regulations for the lands and recreational facilities owned by the Trust and (ii) enforce any restrictions covering the property of the beneficiaries of the Trust, including certain restrictions set forth therein; and

WHEREAS, Section I(a) of Article VII of the By-laws of the Association expressly empowers the Board of Directors of the Association ("Board") to adopt and publish rules, and regulations governing the use of the common area and facilities within the Twin Rivers Community; and

WHEREAS, it is appropriate for the Board of Directors to have the power to adopt and publish rules and regulations to complement and supplement such restrictions.

NOW THEREFORE, BE IT RESOLVED that the Board of Directors adopts the following policy for the reservation and use of the Community Room;

GENERAL

1. The Community Room shall be made available to members in "good standing" as well as committees approved by the Board of Directors. The Community Room is to be used for the development of educational, social, and recreational programs under the supervision of the Board of Directors as well as by the Twin Rivers Community Trust, Twin Rivers Homeowners Association for their meetings. Tenants must obtain landlord's approval when submitting application.

2. All requests to reserve the Community Room shall be made on the "APPLICATION FOR USE OF COMMUNITY ROOM" and submitted to the Twin Rivers Community Trust at 92 Twin Rivers Drive West, East Windsor, N.J. 08520.

3. For each date requested by a member, a separate application must be submitted. Each application submitted by a Committee Member must be co-signed by the Committee Chair.

4. The hours for which the Community Room is to be utilized shall not exceed six (6) hours on any date unless written approval is given by the Trust Administrator or the Board of Directors.

5. The Community Room must be cleaned and vacated by the time stated on the application. Failure to comply with the above hours of use shall result in forfeiture of the security deposit.

6. Reservations will be assigned to Trust sponsored meetings and events first, then to committee meetings and events and then to clubs and member parties as long as the Community Room is available.

7. The Trust Administrator shall approve requests for use of the Community Room for all Trust sponsored events, committee sponsored events and private parties subject to scheduling availability and complying with all prerequisites, without any approval by the Board of Directors. Any request that is not expressly to be authorized by the Trust Administrator may be approved by a simple majority vote of the entire Board of Directors. If the Board of Directors deems that such a request is for a proper purpose and approves same, any granting of such a request shall be subject to such conditions as the Board of Directors may impose. The Board of Directors will deny any request to use the Community Room for political purposes or rallies, religious services or meetings, any sales promotion or seminar, any request that would be considered lewd or morally offensive or any request that is considered not in the best interest of the community

8. In the event there is any function which involve minors (under the age of 18) in attendance or when the request is for a party for minors, adult (over the age of 21) supervision is required. In these instances, there shall be at least one adult to every ten (10) minors.

9. Any damage to Trust property must be repaired at the expense of the organization or member holding the event.

10. Occupancy is limited to 120 seated.

11. The use of alcoholic beverages may be allowed, provided the following conditions are satisfied AND PROVIDED THAT THE HOST/HOSTESS IS SOLELY RESPONSIBLE FOR ANY INJURY, DAMAGES OR PENALTY ASSOCIATED WITH THE USE OF THE SAID ALCOHOL. FURTHER, THE HOST/HOSTESS AGREES TO SAVE, HOLD HARMLESS AND INDEMNIFY THE TWIN RIVERS COMMUNITY TRUST, TWIN RIVERS HOMEOWNERS ASSOCIATION, BOARD OF DIRECTORS AND THEIR EMPLOYEES AND AGENTS AS A RESULT OF ALCOHOL BEING CONSUMED ON THE PREMISES.

a. An "Application for Social Affair Permit (SA)" must be obtained from the State Of New Jersey Department of Law and Public Safety Division of Alcoholic Beverage Control.

https://www.nj.gov/oag/abc/downloads/social_affair_permit.pdf

b. A copy of the "Social Affair Permit (SA)" must be provided to the Trust office two (2) weeks prior to the rental date. Failure to provide permit prohibits alcohol from being served.

c. The event host/hostess shall be subject to any and all state host liability regulations and agrees to satisfy any requirements set forth therein.

d. The service of alcoholic beverages to minors is prohibited and the applicant acknowledges that any occurrence may result in the immediate cessation and removal of the entire event from the premises.

12. Decorations are NOT permitted on the walls, doors, and windows. The Community Room shall be left broom clean. All equipment used shall be washed and cleaned. The host/hostess shall be present during the entire event including set up, clean up, and while vacating the premises. In the event the host/hostess is not at the event the event may be terminated at the discretion of the Twin Rivers Community Trust.

13. The event host/hostess shall not allow any smoke or pyrotechnic devices to be used at any time on the premises.

PRIVATE PARTY

1. Private parties are limited to Twin Rivers members and their invited guests for the purpose of celebrations.

2. A nonrefundable rental fee in the sum of \$325.00 shall be submitted along with the application. In the event the rental fee check is returned for "insufficient funds" or fails to clear the bank for any reason, the room shall NOT be deemed to be "reserved" and there will be a \$30.00 charge.

3. A refundable security deposit in the sum of \$325.00 shall be submitted along with the application. The security deposit will be refundable based upon inspection of the Community Room after the private party, and all is found to be in good order. Failure to pay the security deposit will result in the loss of the requested date. In the event either check (rental fee or security deposit) is returned for "insufficient funds" or fails to clear the bank for any reason, the room shall NOT be deemed to be "reserved" and there will be a \$30.00 charge per check.

The security deposit charge referred to in the preceding paragraph may be used by the Twin Rivers Community Trust to pay for the time and expense of any Twin Rivers Officer or employee who is requested by the police or who is contacted to attend and appear at the event until the premises are vacated. If a Twin Rivers Officer or employee is requested to appear at any such event there shall be a minimum charge of \$100.00 assessed against the security deposit. If the Twin Rivers Officer or employee is required to be present for more than 1 hour the charge shall be \$200.00 to be assessed against the security deposit.

4. A "Certificate of Insurance" showing liability, fire, and property damage coverage naming the "*Twin Rivers Community Trust as an additional insured*" to include the Trust's office address of 92 Twin Rivers Drive West, East Windsor, N.J. 08520. The Certificate of Insurance must be submitted along with the application.

5. The host/hostess agrees to SAVE, HOLD HARMLESS AND INDEMNIFY THE TWIN RIVERS COMMUNITY TRUST, TWIN RIVERS HOMEOWNERS ASSOCIATION, BOARD OF DIRECTORS AND THEIR EMPLOYEES AND AGENTS for any damages, penalties, or fines as a result of the member or host/hostess using the Community Room.

SPECIAL EVENT

1. A Special Event is any event other than a Trust sponsored, committee or private party event and must be approved in writing by the Board of Directors.

2. A nonrefundable rental fee in the sum of \$325.00 shall be submitted along with the application. In the event the rental fee check is returned for "insufficient funds" or fails to clear the bank for any reason, the room shall NOT be deemed to be "reserved" and there will be a \$30.00 charge.

3. A refundable security deposit in the sum of \$325.00 shall be submitted along with the application. The security deposit will be refundable based upon inspection of the Community Room after the private party, and all is found to be in good order. Failure to pay the security deposit will result in the loss of the requested date. In the event either check (rental fee or security deposit) is returned for "insufficient funds" or fail to clear the bank for any reason, the room shall NOT be deemed to be "reserved" and there will be a \$30.00 charge per check.

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5. The host/hostess agrees to SAVE, HOLD HARMLESS AND INDEMNIFY THE TWIN RIVERS COMMUNITY TRUST, TWIN RIVERS HOMEOWNERS ASSOCIATION, BOARD OF DIRECTORS AND THEIR EMPLOYEES AND AGENTS for any damages, penalties, or fines as a result of the member or host/hostess using the Community Room.

BE IT FURTHER RESOLVED that this Resolution supersedes and replaces any prior Resolutions referencing this subject matter.

BE IT FURTHER RESOLVED that the printing of this Resolution in its entirety in the community newsletter publication, "Twin Rivers Spotlight," and on the Twin Rivers Community website constitutes proper notice.

Duly approved by the Board of Directors
at their meeting of November 10, 2021

Attest:

Julian Best, Secretary