

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.

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.

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