

## POOL/CLUB HOUSE RENTAL AGREEMENT

Kennilwood Owners' Association, Inc.  
P.O. Box 231101  
Great Neck, N.Y. 11023-1101

Dear Sirs/Madams:

The undersigned (the "Sponsor") is a member in good standing of the Kennilwood Owners' Association, Inc. (the "Association") and resides at the address set forth below. Sponsor desires to use the Association's pool and clubhouse facilities in connection with a private party, wherein guests of the Sponsor will be attending. The specific terms of the aforesaid use are set forth on Exhibit A annexed hereto and incorporated herein by this reference (the "Additional Terms") as if fully set forth herein.

The Association has agreed to permit the use of such facilities solely in accordance with this letter agreement and the Additional Terms. In connection with such use, the Sponsor agrees that s/he assumes full responsibility for any damage which may be caused to any of the facilities or to guests, whether such damage be caused for reasons which cannot be established, but which were caused during the period of time during the use of such facilities, whether it be in connection with the preparation, during the event or the cleaning up of the premises. In the event there shall be more than one Sponsor, each such Sponsor shall be jointly and severally responsible and liable hereunder.

The Sponsor agrees that they will obtain insurance against any liability which may take place and that the Association will be a named insured, or the Sponsor in the alternative represents that the Sponsor has liability insurance at the present time which will fully insure and cover the Association and likewise, benefit the Association, and will provide the Association with evidence of such insurance at the request of the Association.

The Sponsor for her/himself, her/his heirs, executors and administrators, hereby releases and forever discharges the Association and its members, officers, directors, employees and agents from any damage, claims, or demands which may be made against the Association and/or its members, officers, directors, employees and/or agents upon, or by reason of, any matter, cause or thing whatsoever arising out of any incident which may take place at the event which is the subject matter of this use agreement. The Sponsor agrees to fully indemnify the Association, its members, officers, directors, employees and agents from and against all loss, cost, expense, claim and liability, including reasonable attorneys' fees and defense costs, arising from, in connection with, incidental to or relating to the private party which is the subject of this use agreement, including personal injury or property damage claims made by any guest or third party.

The Sponsor fully understands and agrees that the use covered by the terms of this use agreement may be revoked by the Association upon giving the Sponsor a minimum of two (s) days' notice prior to the holding of the event; provided, however, in the event of an emergency (which shall include the unavailability of sufficient and satisfactory certified lifeguards for pool events), the Association may cancel the event upon no notice.

The Sponsor agrees to be physically present at the pool/clubhouse during the entirety of the event. The Sponsor further agrees to fully comply with any rules and regulations, which may be imposed by the Association and delivered to the Sponsor in writing as well as any and all State, Local and Federal rules, regulations, statutes and laws that might apply.

If any permits of any kind should be required by any governmental authority, such as the Village of Kings Point, or otherwise, the Sponsor agrees to be fully responsible for obtaining such permits and shall indemnify the Association against any loss, cost, expense, fine, penalty or interest in connection therewith.

Mr. and Mrs.

\_\_\_\_\_  
Residing at:  
Kings Point, New York 11024

Telephone:\_\_\_\_\_

Approved by Board on June 13, 2017

**EXHIBIT A**  
**Additional Terms**

1. The sponsor of the event is \_\_\_\_\_ (the "Sponsor").
2. The pool and clubhouse may be used only on \_\_\_\_\_, from the hours of \_\_\_\_\_. There is no additional date and none shall be afforded unless approved by the Board of the Association in its sole and absolute discretion. All dates are subject to the availability of lifeguards.
3. The purpose of the use of the pool and clubhouse shall be limited to \_\_\_\_\_.

4. The Sponsor agrees to comply with all applicable laws and further represents that they are aware of the following Village of Kings Point Noise Ordinances and will require that the sound level at the event not violate same:

A. "It shall be unlawful for any person, firm or corporation to make, continue or cause or permit to be made or continued any loud, raucous, unnecessary or unusual noise which either annoys, disturbs, interferes with, injures or endangers the comfort, repose, health, peace or safety of a reasonable person of normal sensitivities within the limits of the Village of Kings Point.

B. " The following acts, among others, are declared to be loud, disturbing and unnecessary noises in violation of this chapter, but said enumeration shall not be deemed to be exclusive, namely..."

(3). Yelling, shouting, hooting, whistling or singing on the public streets between the hours of 11:00 pm and 8:00 am or at any time or place so as to annoy or disturb the quiet, comfort or repose of a reasonable person of normal sensitivities in the vicinity

*(emphasis added).*

(8) The playing, operation or use of a radio, television, musical instrument, phonograph, tape player, loudspeaker or sound amplifier in such a manner as to disturb the peace, quiet and repose of a reasonable person of normal sensitivities on a neighboring premises. If the sound produced by such television, musical instrument, loudspeaker or sound amplifier is audible on a lot or premises adjoining the lot or premises on which same is located between the hours of 12:00 midnight and 8:00 a.m., this shall be prima facie evidence of a violation of this section. *(emphasis added).*"

5. No more than 50 children will be permitted to be on premises at any one time. No tents may be erected upon the premises. Vehicles parked outside the lot must obey all posted street signage and must not obstruct the roadway. The Association does not warrant the adequacy of any utilities, including available parking.

4. The use fee shall be \$500, payable immediately in advance and non-refundable unless the Association shall cancel the event in accordance with its rights under the use agreement. This fee includes 2 lifeguards and a 1 time fee for cleaning of the clubhouse after the event. This payment does not abrogate in any way the responsibility of the Sponsor to maintain and safeguard the premises in good condition. In addition to the use fee and cleaning fee, a damage deposit of \$500 shall be paid to the Association.

The deposit shall be returned promptly following the event, less the costs of any repairs and cleaning services. The deposit shall not be construed as a limit on the liability of the Sponsor. If the above payments shall not accompany this use agreement, the Association shall have no responsibility to reserve the above dates for the Sponsor and the Sponsor shall have no rights to use the facilities.

5. The Sponsor shall hire at two (2) lifeguards designated by the Association as an additional safety measure and further, specifically represents that there will be a minimum of three (3) additional responsible adults supervising the children at all times in the pool and around the clubhouse. The Association will serve as intermediary for such direct payment.

6. The Sponsor is responsible to keep the premises clean and orderly and shall comply with all laws, including noise and occupancy laws. The Sponsor will deliver the premises after use in a clean condition and, if necessary, relocate all furniture to their original locations. The Association may, at Sponsor's expense, require additional professional cleaning following the event if, in its sole discretion, the Association determines that professional cleaning shall be necessary. Lifeguards shall have no obligation for cleaning and are not expected to clean the premises for the Sponsor.

7. The Rules & Regulations of the Kennilworth Pool shall apply. These rules prohibit swimming at the beach area, among other prohibited actions,. Sponsor specifically represents that it will enforce all rules of the Association when supervising the attendees.

**Please sign and date below**

---