

CRESCENT BEACH ASSOCIATION CENTER USE

APPLICATION AND RULES

The Crescent Beach Association Center and surrounding premises (hereinafter "Center"), are available for use by any Member of The Crescent Beach Association (hereinafter "Association") on a first-come, first serve reservation only between the dates of April 15 through October 15. Use of the Center is based on the following Rules and upon submission and approval of the attached application

1. The attached "Application" must be completely filled out, signed and forwarded to the Center Chairperson for the committee's approval, and/or the approval of the Governing Board if applicable. A refundable security deposit of \$200 must accompany your application. This deposit will be returned to you, without interest, after inspection of the Center by and to the satisfaction of the Center Committee subsequent to your use.

The Center must be found to be in the same condition, subject to reasonable wear and tear, as it was prior to your use of the Center including but not limited to, the Center being clean with all refuse removed from the premises, in good order and without breakage or damage of any kind.

The attached Center Clean-Up Rules must be followed. The inspection of the Center by the Committee may result in a deduction from your security deposit for the repair of damages or cleaning and shall be in the sole determination of the Center Committee.

If the cost of cleaning and/or repair of damages exceeds the security deposit, the applicant is fully responsible to pay the full costs.

2. Use of the Center is limited to the Members of the Association and their guests, and such use must be in full compliance with the laws and ordinances of the State of Connecticut and the Town of East Lyme, as well as in full compliance with the CBA Regulations. Use of the Center shall only be as expressly permitted on the Application.
3. Total occupancy of the Center cannot exceed the limit as posted in the Center by the East Lyme Fire Marshal.
4. The use of the Center on the reserved day is limited to the hours of 9:00a.m. To 10:p.m. The CBA Center Committee must approve any earlier and/or later use of the Center in writing. The member requesting use of Center must be personally present during such use, at all times, on the day reserved.
5. If the Center is to be used for a CBA function, there will be no application fee or deposit.

6. The sale of tickets relating to the use of the Center for a party, gathering or any occurrence by a member must be approved in advance in writing by the Governing Board. If approved, any collection or payment of any tax on the sale of such tickets is the responsibility of the applicant.
7. Complaints of excessive noise, any violation of these Rules, or disturbances of any kind occurring as a result of your use, your guests, your invitees, or any person attending the occasion of your use of the Center may result in the immediate revocation of the right to use the Center. This is the sole determination of the committee. If no member of the committee is available, such sole determination shall be by the President of the Association or any two (2) members of the governing Board.
8. The sale, consumption, dispensing or use of alcoholic beverages during your use of the center and grounds is strictly prohibited.
9. Candles, open flames, or flammable objects or decorations of any kind are not permitted in building or on the deck.
10. Parking is not permitted on Center premises.
11. Kitchen facilities are not available.
12. Decorations may not be attached to walls, doors, or ceiling.
13. You agree to indemnify and hold the Association harmless from any claim, loss, damage, injury, cost, expense, liability or judgment arising out of your use of the Center including, but not limited to (i) motor vehicle accidents involving a member, guest, invitee or any other person attending the occasion of your use of Center, (ii) injuries to persons and/or damages to property caused by your negligence or misconduct while using the Center or the negligence or misconduct of your guests, invitees or any other person while using the Center; or (iii) injuries to persons and/or damages to property arising out of negligence or misconduct of the member, the member's guest, invitee or any other person attending the occasion of your use of the Center.

For information purposes, these Rules and Regulations are in accordance with The Crescent Beach Association Charter, Bylaws, Ordinances, and Regulations.

Signature of applicant (date)

Signatures of committee members (date)

APPLICATION FOR USE OF THE CENTER

Applicant Name: _____
Summer address & phone: _____
Winter address & phone: _____

Check one
____ CBA Member/Member use
____ CBA Function Authorized by _____ & _____

Reason for use: _____
Date(s) requested: _____ Number of person attending _____

Hours requested: From _____ a.m./p.m. to _____ a.m./p.m.
Will there be a band, musical group, or disc jockey performing? ____yes ____no
If yes, name of performer: _____

Security \$200

Received: Date _____
Cash _____ Check _____
Initial _____

Returned: Date _____
Cash _____ Check _____
Initial _____

Homeowner Insurance Carrier: _____
Policy # _____

I certify I have read and fully understand the Rules attached to this application **For Use of Center**, owned by the Crescent Beach Association (the Association) and agree to be bound thereby. Further, I fully understand that (i) my right to use the Center may be revoked at any time for violation of the Rules; (ii) I shall indemnify and hold the Association harmless from any claim, damage, cost, expense, loss, liability or judgment arising out of my use of the Center as described in the Rules; and (iii) I agree that the Association may make charges against my security deposit for the cost of making any necessary repairs to or for cleaning the Center as a result of my use of the Center. If damages exceed the security deposit, I agree to promptly pay the cost for the Association to repair any such damages within ten (10) days of written demand for payment by the Association, and a lien similar to a real estate tax lien, together with interest at statutory rates, may be placed on my property if damages are not paid.

Date

Member

Approved
Committee Member

Committee Member

Key # issued _____

Date issued _____ by (member name) _____

Date returned _____ to (member name) _____