

PROPERTY USAGE PERMIT AGREEMENT

Owner: Clearwater Beach Property Owners Association (CBPOA).

Property: CBPOA’s nine-acre marina/beach/fishing/picnic/playground/parking area at 352 Kings Pt. Rd, East Hampton, NY11937, known as the CBPOA “Reservation”

Applicant: Name: _____

Address: _____

Tel. (Day)_____ (Evening)_____ (Cell)_____

Email: _____

Date of Event: _____

Purpose of Usage: _____

Number of Party Attendees*: _____ **[200 maximum] * No application required for fewer than 25 attendees; however all CBPOA rules apply**

Term/Time of Usage:

Set-up facilities from date: _____/time: _____ until: _____/_____, then

Party from: _____/_____ until: _____/_____

Clean-up by: _____/_____

Area of Permitted Usage:

- **Exclusive use** only of the Reservation Picnic Area.
- **Non-exclusive use** of the Reservation playground, beach, sun shed, fishing channel and parking areas.
- **No use** of the Marina.

Security Deposit: \$150 up to 50 guests, \$500 for more than 50 guests, payable with this application. *Because this booking will deter other applicants, the security deposit is non-refundable in case of cancellation less than 14 days before the event.*

Rain Date: In the event of inclement weather the Applicant may be allowed another date, subject to availability.

Insurance: Applicant and outside caterers shall furnish a certificate of multi-peril liability insurance for \$1,000,000 listing CBPOA as additional insured. This may be obtained from your home-owners insurance policy agency. The certificate must include liquor liability if you plan to serve liquor.

CBPOA Picnic Area Rules and Regulations:

Applicant is directed to show their acceptance of these Rules and Regulations by placing their initials where indicated by brackets below:

Application Procedure:

1. The homeowner must submit the Application to CBPOA Secretary, with the security deposit, and when necessary the mass gathering permit application to the Town of East Hampton and Certificate of Insurance, all at least 60 days before the commencement of the scheduled event.
2. The Secretary's contact information is: Gary Grille/CBPOA, PO Box 666, East Hampton NY 11937, tel: 631-907-9032
3. For 25-50 persons attending the event neither additional toilet facilities nor a Town of East Hampton mass gathering permit or security staff are required.
4. For 50 + persons attending an event, the Applicant must:
 - Apply for, receive and give CBPOA a Town of East Hampton mass gathering permit.
 - Timely furnish the required Certificate(s) of Insurance.
 - Arrange and pay for portable toilet facilities.
 - Pay for the CBPOA-designated security staff. (1 security guard for 50 to 100 attendees, 2 security guards for 101 to 200 attendees.)

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Use of Premises:

5. Limited to personal use by guests of a CBPOA member(s) in good standing. The Applicant Clearwater Beach property owner/member in good standing must be present for the duration of the event.
6. Commercial, corporate or political events or uses are prohibited. If a private event is discovered to be a commercial, corporate or other non-permitted event in disguise, the security staff may intervene to terminate the event, even if in progress and the security deposit will be forfeited.
7. The permit is solely for use of the lawn and picnic area surrounded by the gravel parking area at the west end of the reservation. The permit does not include the Reservation Facilities outside this area unless CBPOA agrees in writing to other arrangements. For example, a ceremony on the beach could be approved; the use of the Sun Shed, Marina and/or fishing in the channel will not be approved.
8. All rules for the reservation are in effect for the duration of the event.
9. Swimming is permitted only when CBPOA-employed Lifeguards are on duty and is confined to the roped-off swimming area of the beach.
10. No usage permits will be issued for the Memorial Day, July 4th or Labor Day weekends.
11. No alcohol may be served to minors.
12. No fireworks anywhere on the reservation.
13. No beach fires, with or without containers.
14. No fires except in the grills or the fireplace.
15. No tents or structures without advance approval of CBPOA.
16. No pets
17. No unsupervised children under 18

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Toilets and Security:

18. Portable toilet facilities must be placed on the south (marina) side of the Reservation grass area on the gravel parking area. For the appropriate number of facilities please refer to accompanying table on last page of this document.

19. The security staff must be in place from one-half hour before the scheduled start of the event until one-half hour after the scheduled end of the event. Please see item 4. One additional security guard must be hired for more than 100 guests.

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Music:

20. Speakers for amplified music must be arranged in such a manner as to minimize the impact on beach users and neighbors to the Reservation.

21. Amplified music must not exceed a safe level of 85 decibels at the site of the event.

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Hours:

22. Events will be confined to 10:00 AM to 11:00 PM on the same date

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Set up and Clean-up:

23. Set up may commence one day before the event, unless special circumstances have been accepted and approved in writing by CBPOA.

24. Clean-up and removal of all trash must be done no later than 10:00 a.m. the day after the event, and all event equipment and installations must be removed no later than the end of the day after the event, unless special circumstances have been accepted and approved in writing by the CBPOA Board of Directors.

25. Failure to comply with the above regulations is grounds for forfeiting all or a portion of the security deposit.

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Refund of Security Deposit:

26. The Security Deposit will be refunded one week after the end of the event provided that the event space and reservation is clear of damage and the applicant has complied with the terms of this agreement.

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Vendors:

27. Vendors must be identified and approved by CBPOA in advance of the event.
28. Motorized vehicles used by the vendors or deliveries are limited to the gravel parking area nearest to the marina.

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Parking:

29. The entrance gate will open from ___ hours before the start of the event.
30. For events up to 50 persons, cars must be parked in the East parking lot/paved parking lot.
31. For events requiring hiring security staff, the security guard will assign and direct all parking to designated areas. These parking areas will be assigned to avoid conflict with the Members' use of the Reservation playground, East and West Beach parking, Marina parking, Boat Launching area, and Exit and Entrance to the Reservation
32. Very large parties (100+ persons) are encouraging to see parking off site and have the participants bused to the site.

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Further Legal Terms and Conditions:

1. CBPOA warrants that it is the sole and exclusive legal owner of the Property and has the full right, power and authority to grant Applicant the rights granted to Applicant hereunder.
2. In consideration of Applicant's promise to perform and comply with these terms and conditions, CBPOA hereby grants permission to Applicant, its employees, agents, contractors and suppliers, and such other parties as it may authorize or designate, to enter and use the Property described above, solely for the above-stated purpose and time.
3. Applicant shall leave the Property in substantially as good condition as when received by Applicant and will use reasonable care to prevent damage to the Property.
4. Applicant will indemnify and hold CBPOA harmless from and against any claims and demands arising out of or based upon its use of the premises, and for any personal injuries, death or property damage resulting directly from Applicant's use of the Property.

5. In the event that any loss and liability is incurred as a direct result of any property damages to the Property caused by Applicant in connection with the aforementioned use of the Property, Applicant agrees to pay for all reasonable costs of actual and verifiable damage. To that end CBPOA shall be entitled to apply the Security Deposit to the cost of the repairs, and Applicant shall remain liable for any further cost of repairs for any such damages.

6. In this connection, CBPOA will submit to Applicant in writing within five days following the Term of Rental a detailed listing of all claimed property damage for which Applicant is allegedly responsible and CBPOA shall permit Applicant’s representatives to inspect the Property so damaged.

7. The Applicant agrees to abide by the rules and regulation set forth in this document and as published in the CBPOA manual, and with the attached Summary Table, all of which are an integral part of and deemed incorporated in this Agreement.

8. This Agreement is the entire agreement of the parties with respect to the subject matter hereof; it may not be altered except by a written instrument signed by both parties; it shall be binding upon and inure to the benefit of each of the undersigned and their respective successors and assigns; and it shall be interpreted in accordance with the laws of the State of New York.

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 (Applicant Name)

 Applicant Signature

Date: _____

 CBPOA by authorized signatory

Date: _____

Check for the security deposit is enclosed: yes [] no []

Certificate(s) of Insurance is enclosed: yes [] no []

The Town of East Hampton mass gathering permit enclosed: yes [] no []

Summary Table for use of CBPOA Reservation:

Number of Participants	Property Owner Presence	CBPOA permit	Town of E.H. mass gathering permit	Certificate of Insurance	Amount Security Deposit	Number of CBPOA Security Staff	Additional Toilet Facilities
up to 25	Required	Not Required	Not Required	Not Required	Not Required	Not Required	Not Required
26 - 50	Required	Required	Not Required	Required	\$150	Not Required	Not Required
51 - 99	Required	Required	Required	Required	\$500	1	1
100 -200	Required	Required	Required	Required	\$500	2	2
200 is Max							