



**Bellport Beach Property Owners Association, Inc.
Gazebo Rental Agreement**

Bellport Beach Property Owners Association, Inc. (BBPOA) agrees to rent the Gazebo at the beach and the surrounding area to the current (dues paid) s in good standing herein (Lessee) for the rental charge and date stated and subject to the terms and conditions.

Date of Function: _____

Type of Function: _____

Time: From _____ to _____

Member Responsible: (Lessee) _____

Address: _____ East Patchogue, N. Y.

Telephone Number (s): _____

Approximate number of people expected, including members of Lessee's family: _____
(50 maximum)

Payment due at time of reservation: **\$225.00**** _____

****If you wish to charge the payment to your credit card, please contact Tracy Iarocci at 631-619-6201, and sign the authorization below:**

Printed Name _____ **Amount** _____

Signature _____ **Date** _____

Payment received by BBPOA: Date - _____

Conditions:

1. Reservations are accepted on a first come, first served basis.
2. The Gazebo rental season is limited to April 1st to September 1st.
3. Rentals are limited to two (2) rentals per member per season.

4. Rentals are guaranteed. In the vent of a rainout, the payment will be refunded.
5. Other members of BBPOA may use the beach at the same time that the Gazebo is being rented.
6. The beach closes at dusk.
7. The Notice of Gazebo Rental will be posted at the gate.
8. Electricity is available at the Gazebo area. The electricity will be turned on prior to your party. An outlet is located at each end of the Gazebo. Do not overload.
9. Small family parties requesting the use of electricity require a rental permit.
10. Water is available at the Gazebo area. The water will be turned on prior to your party. The water lock must be secured after your party.
11. All beach and boating rules are to be followed. No launching of boats/je skis is permitted from the beach area. Guest boating is permitted under your boating rights with a Guest Pass for use of the boating ramp. Boating is a boaters' own risk.
12. Garbage must be removed from the beach. The Town does not pick up.
13. No parking on Bay Road. It is suggested that your guests' car-pool or park their vehicles at our home. Remind your guests to observe posted speed limits.
14. Observe all posted rules and regulations.
15. Restitution is required from the Lessee for damage to the Gazebo, beach property and facilities. Restitution is not limited to the amount of the rental fee.
16. Noise is a major problem in our quiet community. The use of amplifiers at the beach is discouraged. If an amplifier is used, it must face in a westerly direction. If the music can be heard at the gate, the volume must be lowered. Failure to maintain and/or lower a volume level that does not disturb the community will result in the loss of electricity for the Gazebo rental and the rental fee will not be returned.
17. Members reserving the Gazebo will be fully responsible for the behavior of all who attend the function and for compliance with all Town and municipal Codes affecting the use of the property. No unlawful activity is permitted.
18. No bonfires are permitted.
20. No alcoholic beverages may be sold on the premises nor consumed by anyone under the age of twenty-one.
21. The Lessee shall be solely responsible for compliance with all state, county and local laws, rules and regulations governing the possession and/or consumption of alcoholic beverages. No illegal substances are permitted. The Lessee shall indemnify and hold the BBPOA, Inc., its members and officers harmless from any claims, suits, liabilities, causes of actions, costs, expenses (including attorney's fees), damages, judgments, fines, penalties or liens, involving, but not limited to, property damage and/or personal injury, and resulting from or arising out of the possession or use of alcohol or other substances at the function.
22. The Lessee shall indemnify and hold the BBPOA, Inc., its members and officers, harmless from any and all claims, suits, liabilities, causes of action, costs, expenses (including attorneys' fees), damages, fines, penalties, judgments or liens incurred at, relating to or arising out of the function through the use of the gazebo, beach and related equipment and facilities, by the Lessee, Lessee's guests or attendees, involving, but not limited to, personal injury, loss of personal property, damage to vehicles, property damage, or as a result of the failure to comply with any of the aforementioned terms and conditions.
23. If a party is terminated for a serious rules violation, as determined by the Board, the member will lose rental right for the remainder of the year and the following year.

Accepted:

Date: _____

Member Signature (Lessee)

B. B. P. O. A. Officer Signature

B. B. P. O. A.

Notice of Gazebo Rental

The Gazebo has been rented by:

Name: _____

Date: _____

**Tracy Iarocci, 2nd Vice-President
BBPOA, Inc.**