



AMCC  
Attention: Lisa Green  
P. O. Box 2992  
Warminster, PA 18974  
Email: lisa@amcconline.com

## CLUBHOUSE & POOL RENTAL AGREEMENT

The Tyler Walk clubhouse and/or pool area are available to be rented only to **homeowners and residents** of Tyler Walk that are **in good standing** with the homeowners association. Any outstanding violations, fine assessments, or late fees on your account will preclude you from renting.

The Tyler Walk Homeowners Association, through the Board of Directors, hereby agrees to rent the facilities of the clubhouse and/or pool to:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
Address: \_\_\_\_\_  
From: (Date) \_\_\_\_\_ (Day) \_\_\_\_\_ @ \_\_\_\_\_ o'clock (am/pm)  
To: (Date) \_\_\_\_\_ (Day) \_\_\_\_\_ @ \_\_\_\_\_ o'clock (am/pm)  
Event Type/Description \_\_\_\_\_ Number of Persons: \_\_\_\_\_  
Clubhouse: Yes \_\_\_\_\_ No \_\_\_\_\_ Pool (in season only): Yes \_\_\_\_\_ No \_\_\_\_\_

*Note: During the pool season (from Memorial Day to Labor Day), the clubhouse is available to rent only between the hours of 8:00 a.m. to 12:00 p.m. or 8:00 p.m. to 10:00 p.m.*

A **refundable security deposit of \$250** and a **non-refundable rental fee of \$50 per hour** are required to rent the clubhouse and/or pool. If the pool is being rented, then an additional non-refundable **\$35 per hour** is required to pay for a **lifeguard**, which Tyler Walk will coordinate with our pool vendor, AquaSafe.

### Clubhouse/Pool Rental Fees and :

	Hours (a)	Cost Per Hour (b)	Total (c) = (a) x (b)
Clubhouse/Pool Fee		\$ 50	\$
Lifeguard Fee (during pool season)		\$ 35	\$
Security Deposit (Refundable)			\$ 250
<b>Total for Rental &amp; Security Deposit</b>			<b>\$</b>

### Reservation and Deposit Policy

To reserve the facility, Lessee must submit at least two weeks prior to the event:

- This completed and signed rental form
- A check for rental fee and security deposit payable to "Tyler Walk Homeowners Association"

**Security Deposit:** The security deposit will be forfeited if the contract terms and rules are not adhered to or if the premises are not satisfactorily cleaned after the event. **Complete cleaning of the premises must be made by the end of the rental period** unless other arrangements have been made with the Tyler Walk association manager. The Lessee will be liable for any damages to Tyler Walk property. If the contract terms and rules are adhered to and the premises is properly cleaned, then a check for the \$250 security deposit will be mailed to you.

**Lessee:** The renting homeowner or resident must be 21 years of age to rent the clubhouse, must be the host of the function, and must be present throughout the event.

**Occupancy:** The number of persons in the rental party shall not exceed sixty-seven (67), which is the maximum occupancy limit of the clubhouse.

**Damages to the Premises:** If the building, premises, or any portion thereof is damaged by the act, default, or negligence of the renting party, their agents, patrons, servants, guests or employees, the renting party will forfeit the security deposit and will be fully liable for all damages and will pay the Tyler Walk Homeowners Association such sum as shall be necessary to restore the premises to its previous condition.

**Indemnification and Agreement to Hold Harmless:** The renting party agrees to indemnify and hold the Tyler Walk Homeowners Association and its Board of Directors harmless against all loss, damage, expense, or costs of any sort or nature on account of any injury to persons or property of any character arising out of or in any way connected with the operation, handling, or use of the premises by the renting party, their agents, patrons, servants, guests, or employees.

**Property of Renting Party:** The Tyler Walk Homeowners Association and its Board of Directors assume no responsibility whatsoever for any property placed upon the premises by the renting party, their agents, patrons, servants, guests, or employees.

**Assignment/Uses:** The renting party may not assign this agreement or sublet the whole or any part of the premises.

**Rental Facilities:** The facilities to be rented consist of the main meeting room, kitchen, front porch, front lawn, and bathrooms. While the parking area, basketball courts, and playground may be used by the renting party, the renting party understands that these facilities will be kept open for use by other residents during the period of the rental.

**Rental of the Pool and Facilities:** Rental of the pool requires rental of the Clubhouse. Between Memorial Day and Labor Day, residents may rent the pool for private parties between the hours of 8:00 a.m. and 12:00 p.m, or 8:00 p.m. and 10:00 p.m.

**Conduct:**

1. Noise must be kept to an acceptable level. Loud or disruptive behavior may result in the immediate termination of the event at the discretion of the property manager or Board of Directors.

2. Persons 18 years of age or under shall be supervised by and adult whenever they are in the clubhouse.
3. There is no smoking inside the clubhouse or pool area nor any open flames, including candles allowed inside the clubhouse.

**Clean up:** The following items are considered part of the cleanup responsibilities. All cleanup must be completed prior to leaving the clubhouse.

- A. Clean stove tops, counter tops, and kitchen sink.
- B. Make sure all stove burners are turned off.
- C. Remove all party food items from the refrigerator.
- D. Remove all decorations.
- E. All bathrooms are to be left clean and orderly.
- F. Floors are to be swept and vacuumed unless other arrangements have been made.
- G. Empty all garbage cans and replace with new garbage bags. Haul all garbage and bottles/cans for recycling to the appropriate dumpsters.
- H. Turn thermostat down to 65 degrees in winter, 78 degrees Memorial Day to Labor Day. Turn off all lights and fan.
- I. Lock all windows and doors and return clubhouse key to its lockbox.

A person designated by the Board of Directors may perform a walk-through of the clubhouse following the event or perform an online visual inspection for cleanliness and any damage to the facilities. The rental party is encouraged, but not required, to be present during the walk through or inspection. If it is determined that a deposit is forfeited, the rental party may appeal the forfeiture to the Board of Directors.

**Pool Rules:** When the pool is open for the season between Memorial Day and Labor Day, the renter agrees to adhere to the following pool rules:

1. Approved uses of the pool include: birthday parties, engagement parties, graduation parties, weddings, baby showers, bar and bat mitzvahs, anniversary celebrations, christenings, pool parties, holy communions, barbeques, and other functions with the Board's approval.
2. The pool may be rented by Tyler Walk homeowners or Tyler Walk residents for affairs in which they are participants.
3. The Association is not responsible for loss of personal jewelry, valuables, clothing or other property in or around the Pool.
4. All people, including children, will use the facilities at their own risk. The Association will be held harmless of any liability resulting from the use of the facilities.
5. Children twelve (12) years of age and younger shall be supervised by an adult whenever they are in the pool or in the bathroom.
6. Reservations for the Pool are accepted on a first come, first serve basis.
7. Reservations shall be made by contacting the Management Company, no later than two weeks prior to the event.
8. Deposits and rental fees shall be paid by the homeowner or community residents only. Deposits and rental fees shall be payable in advance to the Association, care of the management company, AMCC.

9. The rental deposit is refundable providing there is no damage to the Pool, it is properly cleaned and all trash is removed from the Pool area.
10. The homeowner or community resident reserving the Pool shall remain responsible for any and all damage caused by him/her and their guests.
11. Rental of the Pool shall include the pool, surrounding deck grass areas within the fence. Access to the Men's and Women's restrooms is permitted.
12. Individuals renting the Pool are required to hire a certified lifeguard through the Management Company.
13. Excess noise or loud disturbances which disturb neighboring homes is not permitted.
14. No pets are permitted in or around the pool area.
15. No smoking is permitted within the clubhouse restrooms or the fenced-in pool area. Smoking is permitted outside of the fenced-in pool area. Matches, cigarettes and other tobacco related debris must be fully extinguished and disposed of in a proper receptacle.
16. The renter also agrees that they and their guests will adhere to the following general pool rules:
  - a) Only Tyler Walk residents and their guests are permitted to use the pool.
  - b) No one is permitted in pool area unless a lifeguard is on duty.
  - c) Listen to the lifeguard. The lifeguard is in complete charge.
  - d) No diving, running, ball playing or rough play within the fenced-in pool area.
  - e) No glass containers in the pool area.
  - f) No disposable diapers are permitted in the pool.

**Please review and sign where indicated two copies of this agreement. Then return one signed copy with the rental and security deposit checks to:**

**AMCC  
Attention: Lisa Green  
P. O. Box 2992  
Warminster, PA 18974**

In an emergency you should first call 911, then Lisa Green at (267) 460-0021.

**WE THE UNDERSIGNED HAVING READ ALL OF THE PROCEEDING AGREEMENT**, in consideration for the rental of the facilities for my event, I acknowledge and agree to the following: 1) I will abide by the requirements of this rental agreement. 2) I am responsible for the conduct of my guests and will hold Tyler Walk Homeowners Association harmless from any liability that may arise as a result of actions by me or my guests. 3) I acknowledge that the deposit is subject to forfeiture if the clubhouse is not left in a clean and orderly condition and that I am responsible for any damages I or my guests cause to the facilities.

Homeowner/Resident Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_