

**TYLER WALK HOMEOWNERS ASSOCIATION  
Facilities/Clubhouse Rental Agreement**

*Please read and complete the following contract. It is your responsibility as the Lessee to understand all rental rules & regulations outlined in this contract. If you have any questions about anything in this contract, contact Brian Stedman of Continental Property Management at (215) 343-1550.*

*Please note this facility is monitored by Security Cameras*

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

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Town/State/Zip: \_\_\_\_\_  
Email: \_\_\_\_\_  
Phone number \_\_\_\_\_

From: (Date) \_\_\_\_\_ (Day) \_\_\_\_\_ @ \_\_\_\_\_ o'clock (am/pm)  
To: (Date) \_\_\_\_\_ (Day) \_\_\_\_\_ @ \_\_\_\_\_ o'clock (am/pm)  
Event Type/Description \_\_\_\_\_ Number of Persons: \_\_\_\_\_

Pool Evening (in season only) \_\_\_ Yes \_\_\_ No (Must complete Pool rental agreement and hire a guard)  
Audio Visual Center \_\_\_ Yes \_\_\_ No (*renters insurance recommended*)

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**Reservation and Deposit Policy**

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

- Completed rental form
- Rental check made payable to "Tyler Walk Homeowner's Association"
- Deposit check in the amount of \$250.00 made payable to "Tyler Walk Homeowners Association"

**Security Deposit:** The entire rental fee will be forfeited in full if a cancellation of the rental is made less than one week before the event. The security deposit will also be forfeited if the contract terms and rules are not adhered to. The deposit check will be forfeited if the premises are not satisfactorily cleaned after the event (*See rental task and cleanup checklist*). 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 renting party has been given a combination code(s) to obtain the key(s) to the clubhouse and the security deposit will not be returned unless and until the keys are returned to their lockboxes; Keys must be returned to their lockboxes at the end of the rental period. The security deposit will be forfeited if there is any damage to the clubhouse, all types of confetti, silly string, water balloons, are not permitted in the clubhouse, nothing can be taped or tacked to the walls or beams or cabinets (*a tack strip*

and white hooks located on the walls and beams are available to tack or tape to). The Lessee will be liable for any damages in accordance with the damages list below, in addition to the deposit. (Rental insurance is available on request and mandatory if renting the audi/ visual center).

**Rental Fees:**

Facility	Half Day (up to 3 hours)	Full Day (Up to 6 hours)	Hourly	Total
Clubhouse - member and not for profit (non-pool season)	\$75.00	\$125.00	N/A	
Clubhouse - member (pool season 8:00 a.m. to 11:00 a.m. or 8:00 p.m. to 10:00 p.m.)	\$100.00	\$200.00	N/A	
Clubhouse - member and not for profit hourly (no pool)			\$35.00	
Rental Insurance - call for pricing				
Total Due				

**Occupancy:** The maximum number of proper in the rental party shall be 67 persons.

**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. Damages in the following amounts will be due for damages to the following equipment:

Charges for Damages to Audio/Visual Equipment:

Cost for damage to HDMI cable: \$70.00

Cost for damage to cabinet: \$500.00 to \$1,800.00

Cost for damage to TV: \$1,120.00 to \$1,500.00 plus installation costs

Cost for damage to DVD player: \$35.00

Cost for damage to TV camera: \$100.00

Cost for damage to Keyboard: \$100.00

Cost for damage to Remote: \$100.00

**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 Homeowner's 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, and front lawn. While the parking area, the bathrooms, 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 Facilities/Clubhouse. Residents wishing to rent the pool shall also be required to sign a separate pool rental agreement. Residents may rent the pool for private parties between the hours of 8:00 p.m. and 10:00 p.m. or 8:00 a.m. and 11:00 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 an adult whenever they are in the clubhouse.
3. The Audio/Visual Center Cabinet doors may not be allowed open unless an adult is in the clubhouse.
4. At no time shall community property, including chairs, tables, and audio/visual equipment be removed from the clubhouse.
5. There is no smoking inside the clubhouse nor any open flames, including candles allowed inside the clubhouse.
6. Do not touch the TV screen.
7. Do not put any liquids on or near the TV. Do not put any liquids in the cabinet.
8. Do not hang on the doors or bang the doors to the cabinet.
9. Do not pull or use excessive force on the HDMI cable.
10. Do not touch or move the TV camera or security camera.
11. Do not tape or tack anything to the clubhouse walls, ceiling, beams, or fan. (*Tack strips and hooks on the beams are provided for you to tape decorations*)

**Clean up:** The following items are considered part of the cleanup responsibilities. All cleanup must be completed prior to leaving the clubhouse. A list of chores and location of equipment is posted in the cleaning supplies cupboard in the kitchen.

- 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 the audio/visual center and return key to its lockbox.
- J. 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.

**Please review, sign and initial where indicated, both copies of the contract. Then return one signed copy with the rental and security deposit check to:**

**Continental Property Management**

**Attn: Brian Stedman**

**975 Easton Road, Suite 102**

**Warrington, PA 18976**

*Phone: (215) 343-1550*

In an emergency you should first call 911, then Brian Stedman at (215) 343-1550.

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.

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Rental Party

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

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**For Administrative Use Only**

Date Received \_\_\_\_\_ Amount Paid \_\_\_\_\_ Payment by \_\_\_\_\_

Walk through performed \_\_\_\_\_ By \_\_\_\_\_

Deposit Returned \_\_\_\_ Yes \_\_\_\_ No. If not, Why not? \_\_\_\_\_

Amount of Damages assessed if any \_\_\_\_\_

If yes, for what: \_\_\_\_\_