

TYLER WALK HOMEOWNERS ASSOCIATION
Facilities/Clubhouse Rental Agreement

Please read and complete the following contract. If you have any questions about anything in this contract, please contact Carol Oliveira of CPM at (215) 343-1550 or c.oliveira@cpm975.com.

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 (in season only) ___ Yes ___ No (Must complete Pool Rental Agreement and hire a Fox Pools lifeguard at 215-860-7125)

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 11:00 a.m. or 8:00 p.m. to 10:00 p.m.

Total Hours Requested _____ x \$50 per hour = \$ _____ Total due.

Reservation and Deposit Policy

To reserve the facility, Lessee must submit at least one 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 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 Lessee will be liable for any damages to Tyler Walk property.

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

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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 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, 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 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. 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 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.

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- 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.

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: Carol Oliveira
975 Easton Road, Suite 102
Warrington, PA 18976
Phone: (215) 343-1550

In an emergency you should first call 911, then Carol Oliveira 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: _____