

Hedgerow Homeowners Association

200 Hedgerow Drive
Downingtown, PA 19335

Agreement to Lease Clubhouse Facility

Agreement is made on _____ between the Hedgerow Homeowners Association (HHA), herein referred to as Lessor, and _____, of _____, Hedgerow Homeowner or tenant of record, herein referred to as Lessee.

1. Lessee is authorized to rent the Clubhouse Facility owned by the HHA on a temporary (maximum of four (4) hours) basis, in consideration for which Lessee has paid a \$50 rental fee, along with a \$200 security deposit. The security deposit will be refunded upon inspection and confirmation that the facility was left in good order.

2. Lessee's proposed use of said premises is as follows (please be specific, and include time frame):

Date of Event: _____ Resident Address: _____

Purpose of Rental: _____ Time frame: _____

of Guests: _____ Anticipated Activities: _____

3. In consideration for allowing Lessee to engage in the proposed use of said premises, and Lessee's promise to pay to Lessor the consideration therefore, Lessee represents and agrees to the following:

- a. That the request for the proposed use of said premises is made by a HHA member in good standing;
- b. That he/she acknowledges that the proposed use is subject to the approval of the Board and it is at the Board's sole discretion to grant or withhold the approval of any proposed use;
- c. That Lessee agrees to pay a two hundred dollar (\$200.00) refundable security deposit payable prior to the date of requested use;
- d. The Lessee agrees to pay a fifty dollar (\$50.00) rental fee prior to the date of requested use;
- e. That Lessee agrees that the two hundred dollar (\$200.00) refundable security deposit will be returned if, and only if, the premises are left in satisfactory condition (subject to the approval of the Board) and the key is returned. In the event that there is damage to the Clubhouse or if the Clubhouse is not left in a clean condition, that portion of the deposit required to make repairs and/or hire cleaning services will be retained. Lessee is responsible to the extent cleaning and repair costs exceed the \$200.00 deposit, which may be collected and charged in the same manner as an assessment under the HHA Declaration. Lessee consents to the suspension of all of Lessee's HHA privileges (including pool use) until such a time that all payments due hereunder or received. Moreover, if, after demand for payment, further collection activity is necessary to recover any amounts due hereunder, Lessee agrees to pay all costs and attorney fees associated with collecting any amounts due;
- f. Lessee agrees to arrange for key pick up;
- g. Lessee agrees to be present at all times during the scheduled event. He/she further agrees that if he/she is not at the Clubhouse during the scheduled event, the use shall be immediately terminated with no refund of the rental fee;

Lessee agrees that adult supervision for all minors present is mandatory. If minors are unsupervised during the scheduled event, the rental shall be immediately terminated with no refund of the rental fee;

- h. Lessee assumes all risk and responsibility for the serving of food, drink, and alcoholic beverages in the Clubhouse, including any civil or criminal liability resulting from the serving, use or presence of alcohol at the Clubhouse. Lessee further agrees to ensure the use of alcoholic beverages at the Clubhouse during the rental period shall, at all times, be responsible. If participants are visibly intoxicated during the scheduled event, or minors are found to be indulging in alcoholic beverages, Lessee's use shall be immediately terminated with no refund of the rental fee;

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- i. Activity that disturbs the peace of other HHA members (e.g. profanity, fighting, nudity) will not be tolerated. In the event of such conduct Lessee's use shall be immediately terminated with no refund of the rental fee;
- j. Lessee agrees that decorations will not be hung on painted surfaces;
- k. Lessee acknowledges that guests are prohibited from using the pool and pool area during function when pool is closed.
 - a. If the number of expected guests using the pool exceeds 10, Lessee must make arrangements with the pool management company at least 2 weeks in advance to employ at least one lifeguard. Lessee is responsible for making payment arrangements directly with the pool management company for lifeguard(s).
- l. Unauthorized use of the pool and pool area shall result in the use of the Clubhouse being immediately terminated with no refund of the rental fee;
- m. Lessee agrees that Lessor is not and will not be responsible for any damages or injuries in any way associated with the Lessee's use;
- n. Lessee agrees to adhere at all times to the Hedgerow Homeowners Association Clubhouse Rules ("Clubhouse Rules"). in effect at the time of the rental. Those Clubhouse Rules are incorporated by reference herein.
- o. It is further understood and agreed by the parties that if any of the provisions hereof shall contravene, or be invalid under the laws of the Commonwealth of Pennsylvania, such contravention or invalidity shall not invalidate this Agreement and it shall be construed as if not containing the particular provision or provisions held to be invalid;
- p. This Agreement supersedes all other agreements and represents the full and complete understanding of the parties.

NOTE: Use of clubhouse is unauthorized after 10pm. All guests must vacate the premises and the clubhouse must be closed by that time.

I have read, and agree to abide by, all of the terms, conditions, rules and regulations. I agree that I will be present and am completely responsible for all occupants of the premises during the scheduled event.

Temporary Lessee

Phone or cell number

Email address

Representative of Lessor

Hedgerow Homeowners Association

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INDEMNITY AND HOLD HARMLESS AGREEMENT

This Agreement is made on the ____ day of _____, 20__ between the Hedgerow Homeowners Association ("HHA"), herein referred to as Indemnitee, and _____ herein referred to as Indemnitor(s).

1. Indemnitor(s) has/have requested to temporarily rent the Clubhouse Facility owned by the HHA ("Clubhouse") and in consideration for which Indemnitor(s) has/have promised to pay a rental fee fifty dollars (\$50).

2. In consideration for allowing Indemnitor(s) to engage in the proposed use of the Clubhouse, and Indemnitor(s)'s promise to pay to Indemnitee the consideration therefor, Indemnitor(s) and Indemnitee agree as follows with respect to Indemnitor(s)'s temporary rental of the Clubhouse:

a. Indemnitor(s) assumes/assume the risk of all damage, loss, costs and expense arising out or related to its use of the Clubhouse during the rental period, and agree(s) to indemnify, hold harmless, and defend Indemnitee, its directors, officers, agents, members and employees from and against any and all liability, damage, loss, cost and expense which may accrue or be sustained by Indemnitee, its directors, officers, agents, members and employees on account of any claim, suit or action made or brought against Indemnitor(s), his/her directors, officers, agents, members and employees, or Indemnitee for the death of or injury to persons, or destruction of property involving Indemnitor(s) and/or his/her guests, employees, agents and representatives, sustained in connection with the Indemnitor(s)'s use of the Clubhouse during the rental period, arising from any cause whatsoever.

b. Indemnitor(s) agrees/agree that he/she will comply with and will cause his/her guests, employees, agents and representatives to comply with HHA's rules, regulations and standards while using the Clubhouse, including, but not limited to, the "Hedgerow Homeowners Association Clubhouse Rules" which are attached hereto and incorporated by reference herein.

c. Indemnitor(s) waives/waive all rights to make claims or file suit against Indemnitee for, and relieves Indemnitee from all liability or responsibility of any kind arising from, such damage, loss, cost or expense described in paragraph 2(a) hereof.

3. This Agreement is supplemental to the Agreement to Lease Clubhouse Facility, which is by reference made a part hereof, and all the terms, conditions and provisions thereof (unless specifically modified herein) are to apply hereto and are made a part hereof the same as though they were expressly rewritten, incorporated and included herein.

4. It is further understood and agreed by the parties that if any of the provisions hereof should contravene, or be invalid under, the laws of the Commonwealth of Pennsylvania, such contravention or invalidity shall not invalidate this Agreement and it shall be construed as if not containing the particular provision or provisions held to be invalid, and the rights and obligations of the parties shall be construed and enforced accordingly.

5. This Agreement supersedes all other agreements and represents the full and complete understanding of the parties, except as otherwise provided herein in the attached temporary Lease.

Lessee/Indemnitor(s)

Representative of Lessor/Indemnitee

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Clubhouse Rules

Rental Hours Between: 9:00 AM to 10:00 PM (4 hour maximum)

CLEANLINESS EXPECTATIONS:

Floor needs to be swept and washed with a disinfected cleaner
Trash needs to be taken out and **home with you** (we do not have trash pick up at the Clubhouse)
Bathrooms need to be cleaned and disinfected
Kitchen has to be cleaned and disinfected
Refrigerator has to be cleaned out of all food and beverages
Counters need to be washed and disinfected
Porch area needs to be clean and tidy if used

PLEASE DO NOT:

Leave tape left on the walls.
Leave banners, signs or balloons hung up or laying on the floor
No smoking in the building

BEFORE LEAVING:

All lights must be turned off, upstairs and downstairs.
Staircase has to be left clean and open from all debris for fire safety
If renting in the summer, please turn off the air conditioning
Lock the doors to the deck
Lock the front door

ADDITIONAL NOTES:

Porch capacity is 15 people maximum
Please do not use the porch as access to the pool
** Any damages to the building will be assessed to you on your next monthly dues payment schedule
Return the Clubhouse Key

Homeowner Signature: _____

For Official Use Only:

Board Approval: YES / NO

Fees Paid: YES / NO

Signed copy of Temp Lease Agreement/Indemnity Agreement from homeowner: YES / NO

Pool Usage Approved: YES / NO / NA

If YES:

☐ **Additional Lifeguard Needed/Booked – Fox/HOA**

☐ **Resident paid for Lifeguard in cash**