



Clubhouse Rental Agreement

Unit Owner (User) _____

User's Address _____ Telephone: _____

Starting On: _____ Time: _____ am/pm

Ending On _____ Time: _____ am/pm

Number of participants expected to be present: _____

Intended Use: _____

The Oak Hill Condominium Association hereby grants to the User, and the User hereby accepts a license to use the Club House at Oak Hill Condominium for the Use Period set forth above subject to the Terms & Conditions and limitations set forth herein.

1. **Premises:** Except as specifically set forth herein, this Agreement permits use of the Club House and the Deck together, hereinafter referred to as the "Premises" and no other areas.

2. **Permitted Use:** The Premises may be used only for the intended use as set forth above unless written approval for a different use is obtained from the Association. The responsible Unit Owner shall be present at the premises at all times during the *Use Period*.

3. **Rental & Cleaning Fee:** A **non-refundable** rental and cleaning fee of \$350.00 is due and payable in full upon execution of this contract.

4. **Security Deposit:** A Security Deposit of \$200.00 is due and payable upon full execution of this contract. The User shall arrange for bagging all trash and for cleaning of all food preparation surfaces. The Association shall arrange for all other cleaning. However, if at the conclusion of the *Use Period* the Premises are unusually dirty or if the User has failed to bag all trash or to clean all food preparation surfaces, the Association may assess an additional cleaning fee. If any theft or damage to the Association Property has



occurred in connection with the use of the Club House, the Security Deposit shall also be applied to the cost of repair or replacement of damaged or stolen items. Any balance remaining after paying for these cost shall be refunded to the responsible Unit Owner. The Security Deposit shall be returned in full if the *Use Agreement* is cancelled prior to the beginning of the Use Period so long as no costs are incurred by the Association in connection with this Agreement.

5. **Conditions of Agreement:** The obligations of the Association under this Use Agreement are expressly subject to the condition precedent that, all common expenses, Special Assessments, late fee, interest and any other charges assessed against any Unit owned by the Responsible Unit Owner shall have been paid in full at least five (5) days prior to the date on which the Use Period is to commence. If all such payments are not received prior to the deadlines set forth herein, the Association shall be entitled to terminate this Agreement upon notice to the User at any time prior to the commencement of the Use Period.
6. **Release & Indemnity:** The Responsible Unit Owner hereby releases the Association from any and all claims, cost, expenses, or losses incurred by the User as a result of damage done to the property or personal injury or death arising from or in connection with the Use Agreement or his/her use of the Premises and agrees to indemnify the Association against claims, costs, and expenses (including reasonable attorney's fees), arising from such loss, damage, or injury (including death) occurring in connection with the Use Agreement and the use of the Premises to the extent that costs or expenses incurred as a result of such claims are not recovered by the Association from insurance coverage carried by the Association. Without limiting the generality of the foregoing, the Responsible Unit Owner acknowledges that he/she is responsible for any thefts or damage to the Premises, caused by the User's guests, caterers, suppliers or any other persons present on the Premises during the Use Period. Any unreimbursed costs or expenses incurred by the Association in connection with this Agreement shall, upon compliance with the requirements of Section 5.4 of the Association's Bylaws; constitute an assessment against the User's unit payable in accordance with the Bylaws and the Declaration of Condominium.
7. **User's Responsibilities at Conclusion of Use Period:** Before leaving the Premises at the conclusion of the Use Period the User shall:
 - a. Turn off the stove and ovens and clean the sink, stove and all food preparation surfaces.
 - b. Bag all trash and garbage and leave it in the kitchen
 - c. Inspect the Premises to ensure that all guests have left, turn off all lights, and lock all doors.



8. **Use Restrictions:** The User is responsible for compliance with following restrictions by all persons present on the Premises at all times during the Use Period:
 - a. No Smoking in the Club House.
 - b. No Fighting or any other antisocial behavior.
 - c. No misuse of facilities.
 - d. No activities likely to result in damage of the Premises.
 - e. Noise & music volume shall be reduced as necessary to avoid disturbing other residents.
 - f. All activities must terminate no later than **11:00pm on weekdays and 1:00am on weekends.**

9. **Licenses:** The Agreement constitutes a license granted by the Association to the User. It is subject to termination by the Association at any time in the event of a breach by the User of any conditions, or requirements set forth in the Agreement. If termination occurs during the Use Period, all activity in progress shall promptly be discontinued upon request of the Property Manager or other authorized employees and the building shall be vacated and secured immediately. All cost incurred by the Association in connection with such termination shall be charged against the Cleaning & Security Deposit.

10. **No Assignment:** The rights granted and responsibilities assume under this Agreement are personal to the Responsible Unit Owner and are not assignable to any other person or entity. Any attempted assignment shall be void and shall entitle the Association to terminate this Agreement.

11. **Property Manager is Agent for Association:** The Property Manager shall be the agent of the Association with respect to all matters arising in connection with this Agreement and shall have full authority to enforce this Agreement on behalf of the Association.

12. **Security Deposit:** Security Deposit will not be returned by the Association until keys are returned and premises have been inspected by Management.

13. **Other Conditions:** _____



Witness our Signatures this _____ day of _____.

Oak Hill Property Manager
(As Agent for the Association)

Responsible Unit Owner



GUIDELINES FOR OAK HILL CLUBHOUSE USE

1. Oak Hill employees are **NOT PERMITTED** to assist residents with private party arrangements during normal working hours. Residents can make private arrangements with employees to perform tasks on the employee's personal time, if they so desire. Under no circumstances will Oak Hill employees be permitted to move or remove the furniture from the Club House. Should you have any questions, please speak directly to the Property Manager.
2. The temperature of the Club House is centrally controlled. If the temperature in the room is not satisfactory, please contact the office at 610-664-8440.
3. You, the Unit Owner, have contracted for the full use of only the **First Floor** of the Clubhouse. No one, guest or resident, is permitted in the Health Club area.
4. Tables and chairs are located in the closet near the rest rooms.
5. Moving of furniture, to accommodate tables and chairs, is permitted. After your event, please return all furniture to its original position.
6. Use of the kitchen is permitted. Please remove all food from the refrigerator after your event. Trash must be bagged and placed in the kitchen area. Maintenance will provide for removal of all trash after your event.
7. Use of the 82" flat panel LCD TV & Blu-Ray DVD/ CD player can be activated using the universal remote. Please note that all of these items cannot be moved from their present location. The universal remote must be returned to the Management office after your rental or a charge of \$150.00 will be applied.
8. **Rentals are for the day of rental only.** You will be given a key or a key fob to the Club House the morning of your event. If your event is on a weekend date, you will be given the key or key fob to the Club House on Friday afternoon before the Management Office closes at **5:00pm**. Otherwise, access to the room the day before your event is available only if you pay for an additional day's rental. Please contact the Management Office to arrange a time when a staff member can provide you the key, 610-664-8440.
9. Please ask your insurance agent to fax, (610-667-0744), or email the Property Manager at propertymanager@oakhillcondo.com, the Declaration page of your Homeowner's Insurance Policy to us prior to the time of your rental. If this information is not provided, your Club House Agreement contract will be terminated.