



Social Hall Use Agreement

Responsible Unit Owner ("User"): _____

User's Address: _____ Telephone # _____

Use Period: Starting on _____ at _____ a/pm
Ending on _____ at _____ a/pm

Intended Use: _____

Number of Persons Expected to be Present _____

The Oak Hill Condominium Association (the "Association") hereby grants to the User and the User hereby accepts a license to use the Social Hall 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 only the Social Hall 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 Fee:** A non-refundable rental fee of \$200.00 is due and payable in full upon execution of this Agreement
4. **Cleaning and Security Deposit Fee:** A Cleaning and Security Deposit Fee of \$200.00 is due and payable upon full execution of this Agreement. 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. The total amount of the Cleaning Fee shall be deducted from the Cleaning and Security Deposit. If any theft or damage to Association Property has occurred in connection with the use of the Social Hall, the Cleaning and 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 costs shall be refunded to the Responsible Unit Owner. The Cleaning and Deposit Fee will be refunded to the Responsible Unit Owner 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 and Indemnity:** The Responsible Unit Owner hereby releases the Association from any and all claims, costs, 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 this 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 this 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 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 the following restrictions by all persons present on the Premises at all times during the Use Period:
 - a. No smoking in the Social Hall;
 - b. No fighting or any other anti-social behavior;
 - c. No misuse of facilities
 - d. No activities likely to result in damage to the Premises;
 - e. Noise and music volume shall be reduced as necessary to avoid disturbing other residents;
 - f. All activities must terminate no later than 11:00 P.M. on weekdays and 1:00 A.M. on weekends.
9. **Licenses:** This 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 Condominium Manager or other authorized employee and the building shall be vacated and secured immediately. All costs incurred by the Association in connection with such termination shall be charged against the Cleaning and Security Deposit.

10. **No Assignment:** the rights granted and responsibilities assumed under this Agreement are personal to the Responsible Unit Owner and are not assigned to any other person or entity. Any attempted assignment shall be void and shall entitle the Association to terminate this Agreement.
11. **Condominium Manager is Agent for Association:** The Condominium 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 given back and premises have been inspected by Management.
13. **Other Conditions:** _____

Witness our Signatures this ____ day of ____ 200 .

Oak Hill Condominium Manager
(As Agent for the Association)

Responsible Unit Owner