



**KISSEL HILL COMMONS LOT OWNERS ASSOCIATION
MANHEIM TOWNSHIP, LANCASTER COUNTY, PA**

CLUBHOUSE USE AGREEMENT

This Agreement for use of the Kissel Hill Commons Lot Owners Association Clubhouse is entered into as of _____, 20____, by and between the Kissel Hill Commons Lot Owners Association, ("KHC") and:

NAME: _____
("Lessee")

ADDRESS:

HOME PHONE: _____ **WORK PHONE:** _____

EMERGENCY PHONE (REQUIRED): _____

FOR THE FOLLOWING EVENT:

DESCRIPTION OF EVENT:

DATE OF EVENT: _____ **DAY OF WEEK:** _____

TIMES: _____

NUMBER OF GUESTS: _____ **MUSIC? :** _____

ALCOHOLIC BEVERAGES SERVED? : **YES:** _____ **NO:** _____

CATERER? : _____ **PHONE NUMBER:** _____

DEPOSIT: \$ _____ **RENTAL FEE: \$** _____

SPECIAL INFORMATION:

LESSEE'S USE OF THE CLUBHOUSE SHALL BE SUBJECT TO THE FOLLOWING RULES, TERMS AND CONDITIONS:

I. HOURS/ACCESS:

Individuals may reserve clubhouse facilities for private and/or public events. The Clubhouse hours of operation are from 6:00 am until 10:00pm Sunday through Thursday and 6:00 am until 11:30PM Friday and Saturday. The term of this agreement shall include any time necessary for set-up and clean-up.

II. FEE/DEPOSIT/CANCELLATION:

- A.** Payment of the Rental Fee (\$75.00 for Friday/Saturday/Sunday/holiday or \$40.00 for Monday through Thursday) and \$100.00 Security Deposit is required to reserve a date for use for the Clubhouse, along with a signed copy of this Agreement. The Deposit will be refunded, less any charges for damage or clean-up, after inspection of the Center and within fifteen (5) days after the event. If the cost of clean-up or damage exceeds the Deposit, the Association must be reimbursed within ten (10) days of the date of written notice from KHC to the Lessee as outlined further in the Clubhouse Rules, a copy of which is attached to this document.
- B.** If the Lessee does not use the Clubhouse on the scheduled date for any reason, the Rental Fee shall be forfeited, and the Deposits shall be returned to the Lessee.
- C.** In the event of an Act of God completely interrupting utility service to the Center during an event, there shall be no refund of the Rental Fee or any part thereof.

III. DAMAGE POLICY

The Lessee must make arrangements with KHC to conduct a pre-rental inspection and checklist and pick up the clubhouse key within 24 hours prior to the rental. The Lessee is responsible for any damage to the Clubhouse that occurs from the time of the pre-rental inspection through the end of the event; therefore, it is recommended that the pre-rental inspection occur as close to the time of the event as possible.

The Lessee is responsible for all persons at the Clubhouse during the scheduled time of the event. The Lessee shall be responsible for the cost of repairing any damage arising from the acts or omissions of the Lessee or of any person in attendance at the event. The amount incurred by the KHC to remedy any damage to the Clubhouse or to perform any clean-up or maintenance, as determined by the KHC in its sole discretion, shall be deducted from the Security Deposit. The remainder of the Security Deposit, if any, shall be returned to the Lessee within 15 days of rental of the Clubhouse. If the Security Deposit is insufficient to correct the damage, clean-up or maintenance costs, KHC management company shall invoice the Lessee.

The Lessee shall indemnify and hold harmless the KHC, and its members, directors, officers, agents and employees, from and against any claims, damages, injuries, violations, proceedings, lawsuits, actions and causes of action of any kind, including costs and attorney's fees, arising in connection with the use of the Clubhouse or in connection with the acts or omissions of the Lessee or of any person on the property of the KHC in connection with Lessee's reservation or use of the Center.

IV. ALCOHOLIC BEVERAGES

The Lessee must comply with all applicable laws and regulations and the Clubhouse Rules relating to alcoholic beverages.

V. RULES

The Lessee and all persons attending the event are subject to, and agree to be bound by, the following Rules and the Clubhouse Rules, a copy of which is attached hereto and made part of:

- A.** Use of the Clubhouse, and all residents and guests, are subject to rules and regulations of the Association,

as stated in the Declaration or By-Laws, or as adopted by the Board of Directors.

- B.** Use of the Clubhouse, and all residents and guests, are subject to all applicable State, County and federal laws and regulations.
- C.** The Lessee shall be present for the duration of each event. For purposes of this agreement a "Child" is defined as any individual under 21 years of age and an "Adult" is defined as anyone 21 years of age or older. At any event attended primarily by children, there shall at all times be at least two responsible adults, and at least one responsible adult for every 7 children.
- D.** The Lessee shall ensure that the behavior of all attendees at the event shall not be a nuisance to other residents.
- E.** Noise shall be maintained at a reasonable level.
- G.** All deliveries must be made during the time period reserved by the Lessee.
- H.** No equipment or supplies may remain in the Clubhouse overnight.
- I.** All persons using the Clubhouse do so at their own risk and sole responsibility.
- J.** KHC is not responsible for any items lost or stolen during or in connection with the use of the Clubhouse.
- K.** Decorations may be fastened to any portion of the Clubhouse in a manner that will not result in damage to the Clubhouse (damage includes, but is not limited to, peeled off paint and holes in the walls). Nails, screws and thumbtacks are not permitted. Taping decorations to the walls is not permitted.
- L.** All areas of the Clubhouse must be cleaned properly and according the specifications of the Checklist and the Clubhouse Rules.
- M.** No smoking is permitted in the building.
- N.** In the event that it becomes necessary for the KHC to retain legal counsel to enforce any of the terms and conditions of this agreement, the Renter agrees to pay all costs and attorney fees incurred by KHC.

VI. MISCELLANEOUS

- A.** This Agreement is revocable by KHC. This Agreement does not convey any interest in real property and shall not be subject to any landlord/tenant laws or regulations.
- B.** In the event of any breach of this Agreement, KHC shall have the right to terminate the event and require the Clubhouse to be vacated immediately. KHC also shall have the right to terminate this Agreement and retain all amounts paid by Lessee, and may exercise any other rights and remedies available at law or in equity.
- C.** The Lessee shall not assign this Agreement without the prior written consent of KHC. Any purported assignment without such consent shall be void.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date first set forth above.

Lessee

KISSEL HILL COMMONS Lot Owners Association