

Beaver Run Knoll Community Association
631 Lancaster Court
Downingtown, PA 19335

Agreement to Lease Clubhouse Facility

Agreement is made on _____ between the Beaver Run Knoll Community Association, herein referred to as Lessor, and _____, of _____, Beaver Run Knoll Homeowner or tenant of record, herein referred to as Lessee.

1. Lessee is authorized to use the Clubhouse Facility owned by the BRKCA, and in consideration for which Lessee has paid a \$50 deposit for the temporary rental of the Clubhouse Facility which will be refunded upon inspection and confirmation that the facility was left in good order. An additional, un-refundable fee of \$50 is required for each use of the facility.

2. The parties hereto have discussed, expressly and in detail, the nature of Lessor's premises and Lessee's proposed use of said premises. Use of premises is as follows (include time frame):

Date of Event: _____ Resident Address _____

Purpose of Rental: _____

Time frame: _____

NOTE: If number of expected guests using the pool exceeds 10, homeowner must provide notification to the pool management company at least 2 weeks in advance regarding possible need for an extra lifeguard during the event. Homeowner will be responsible for making payment arrangements directly with the pool management company.

3. Every facet of Lessee's proposed use of said premises which might contain some hazard or risk to Lessor, its employees, agents, representatives or the Association has been revealed to and discussed with Lessor.

4. 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 agrees to the following conditions:

- a. That the request for the proposed use of said premises is made by a BRKCA 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 fifty dollar (\$50.00) refundable security deposit payable prior to the date of requested use;
- d. The Lessee agrees to pay a fifty dollar (\$50.00) un-refundable fee prior to the date of requested use;
- e. That Lessee agrees that the fifty dollar (\$50.00) refundable security deposit will be returned if, and only if, the premises are left in satisfactory condition (subject to the approval of the Board or General Manager) 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, or hire cleaning services will be retained. If the damage exceeds the \$50.00 deposit, the member will be responsible for any and all incurred bills which will be collected in the same manner as assessment and billed as such. Lessee consents to the suspension of all BRKCA privileges (including pool use) until such a time that payment is received. Moreover, if, after demand for payment, further collection activity is necessary to recover damages made to the Clubhouse, Lessee agrees to pay all costs and attorney fees associated with any and all steps taken to collect all amounts owed;
- f. Lessee agrees to arrange for key pick up during office hours, by appointment;
- g. Lessee agrees to be present at all times during the scheduled event. He/she further agrees that if an inspection finds that he/she is not at the Clubhouse during the scheduled event, the use shall be immediately terminated with no refund of any amount paid to lease the premises for the proposed use;
- h. Lessee agrees that adult supervision for all minors present is mandatory. If an inspection finds that minors are unsupervised during the scheduled event, the use shall be immediately terminated with no refund of any amount paid to lease the premises for the proposed use;

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- i. Lessee agrees that the use of alcoholic beverages shall, at all times, be responsible. If an inspection finds that any participants are visibly intoxicated during the scheduled event, or that minors are indulging in alcoholic beverages, the use shall be immediately terminated with no refund of any amount paid to lease the premises for the proposed use. Loud, obnoxious, boisterous, or belligerent behavior or profanity will not be tolerated. Fighting, nudity or objectionable behavior of any kind will not be tolerated. Conduct as outlined shall result in the use being immediately terminated with no refund of any amount paid to lease the premises for the proposed use;
- j. Lessee agrees that decorations will not be hung on painted surfaces;
- k. Lessee acknowledges that guests and residents are prohibited from using pool and pool area during function unless arrangements are made in advance during review and signing of Agreement. Unauthorized use of the pool and pool area shall result in the use of the Clubhouse being immediately terminated with no refund of any amount paid to lease the premises for the proposed use;
- l. Lessee agrees that Lessor is not and will not be responsible for any damages or injuries in any way associated with the proposed use;
- m. 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;
- n. 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

Beaver Run Knoll Community Association

631 Lancaster Court

Downingtown, PA 19335

INDEMNITY AND HOLD HARMLESS AGREEMENT

Agreement made on _____ between the Beaver Run Knoll Community Association, herein referred to as indemnitee, and _____ herein referred to as indemnitor.

1. Indemnitor has requested to use the Clubhouse Facility owned by Beaver Run Knoll Community Association (indemnitee) and in consideration for which indemnitor has promised to pay fifty dollars (\$50). The parties hereto have discussed expressly and in detail the nature of indemnitee premises and indemnitor's proposed use of said premises.
2. Every facet of proposed use of said premises which might contain some hazard to indemnitee, its employees, agents, representatives or the Association has been revealed to and discussed with indemnitee.
3. It is the intention of both indemnitee and indemnitor that indemnitee, its officers, agents and employees shall not be liable to, or in any way responsible for damage, loss or expense resulting to indemnitor, its employees, agents or representatives, participants or guests due to accidents, mishaps or injuries, either to person or property, or of any nature to person or property, of any kind arising from any cause whatsoever.

In consideration for allowing indemnitor to engage in the proposed use of said premises, and indemnitor's promise to pay to indemnitee the consideration therefore, indemnitor and indemnitee agree as follows:

Indemnitor assumes the risk of all damage, loss, costs and expense, and agrees to indemnify, hold harmless, and defend indemnitees, its officers, agents and employees from and against any and all liability, damage, loss, cost and expense which may accrue or be sustained by indemnitee, its officers, agents or employees on account of any claim, suit or action made or brought against indemnitor, its officers, agents or employees, or indemnitee for the death of or injury to persons, or destruction of property involving indemnitor, its employees, agents and representatives, sustained in connection with the indemnitor's use of said premises, arising from any cause whatsoever (including without limitation falls, mishaps, use of equipment or facilities; injuries resulting from electrical shock, and failure of or defect in the facilities of indemnitee; for acts of its employees to indemnitor, their participants or guests; or acts or omissions of indemnitee's employees, agents or reps.

Indemnitor agrees it will comply with and will cause its employees, agents and representatives to comply with all the indemnitee's safety rules and all rules, regulations and standards of and issued pursuant to the applicable state and federal Occupational Safety and Health Act (OSHA) while on the indemnitee's premises, including indemnitee furnishing to and requiring the use by its employees, agents and representatives of OSHA-approved and required protective equipment.

Indemnitor waives all rights to make claim 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, and the consideration received by indemnitee pursuant to the temporary Lease is complete satisfaction for all such damage, loss or other expense heretofore or hereafter sustained.

This Agreement is supplemental to the temporary Lease, 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.

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.

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

Representative of Lessor