

SUMMIT STATION NEIGHBORHOOD ASSOCIATION CLUBHOUSE RESERVATION AGREEMENT

This Rental Agreement contains the terms and conditions governing your usage of the Clubhouse at Summit Station Neighborhood Association. Please read it carefully; by signing this document, you are agreeing to all the terms and conditions listed.

Event Date: _____ **Start Time:** _____ **End Time:** _____

Purpose of the Event: _____

Number of Guests: _____ **Capacity in rental area is 58.**

Contact Information:

Name: _____

Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Phone No.: _____ **Email:** _____

All Fees are **payable to Summit Station Neighborhood Association.**

Security Deposit Amount: \$100.00 (Security Deposit is due minimum of 14 days before event)

**Rental Fee: \$100.00 Monday – Thursday, 6 p.m.-10 p.m.; \$200 Friday – Sunday, 7 a.m.-Midnight.
(Rental Fee is due minimum of 14 days before event)**

Date Received: _____

Security Deposit Returned: _____

CANCELLATION FEE: \$50.00 A 3-day notice must be given to cancel the reservation, or the security deposit is forfeited.

This agreement must be signed and returned to Rj Community Management, 4900 Perry Highway, Bldg 1, Suite 300, Pittsburgh, PA 15229, with two checks (security deposit and rental fee).

GENERAL INFORMATION AND RULES

The Clubhouse is available for rental for private events by reservation to qualified Renters & Owners (RESIDENTS) only, subject to all the obligations and responsibilities below. Reservations are on a first come, first-serve basis. We reserve the right to refuse any event we deem inappropriate. RESIDENTS must be in good standing with Association Dues and/or rental payments.

The Clubhouse times of availability are 7 a.m.-11 p.m., Monday – Thursday and 7 a.m.–Midnight, Friday – Sunday. Only one event will be held on a given day.

The property reserves the right to cancel a reservation if the Clubhouse suffers damage or other reasons that cannot be corrected prior to the reservation date scheduled.

The swimming pool, pool patio, or the areas surrounding the pool ("Pool Area") are not included and cannot be rented/reserved for events. The Pool Area is open to all members of the Association during the posted hours of operation, regardless of whether a RESIDENT has reserved the Clubhouse for an event. Existing pool rules are posted, and normal operating hours are always in effect.

We reserve the right to refuse Clubhouse privileges to any RESIDENT that has abused the privilege of using the Clubhouse.

At any time during the event, the management company and/or Board of Directors of the Association reserves the right to end an event if it is determined that there is inappropriate behavior or a potential risk or damage to people or property. In such event, the security deposit and fee may be forfeited.

GUESTS AND SAFETY POLICIES

We depend on the RESIDENT to exercise good judgment in the care of the premises, its contents, and the actions of the guests, including guests' conduct towards property, people, or in traversing through the Community to arrive and depart from the Clubhouse. We want your event to be enjoyable and safe for all involved.

The Association, its manager, and the manager's employees are not responsible for the actions, conduct, or condition of anyone attending your event, whether invited or not, regardless of whether you obtained permission to have the event.

The RESIDENT agrees to:

- Assume **100% responsibility for the conduct of all guests** (invited or not) attending the event, prior to the event and after the end of the event.
- Assume **100% responsibility for the Clubhouse, fixtures and furniture** located with the Clubhouse or the surrounding area.
- Use the Clubhouse for **the purposes and time intended as stated above, and in such a manner as not to create any waste or damage or create any nuisance of any type whatsoever.**
- **Remain at the Clubhouse for the duration of the rental period** until all guests have departed the event.
- **Not exceed the Maximum Number of Guests Allowed** per page 1 of this document.
- Inform guests of designated parking spots. **Guests must park in designated areas.**
- **Limit the volume of music and all noise during the event** so as not to disturb (i) any persons attending the event, (ii) the surrounding neighbors, or (iii) the Clubhouse or fixtures and furniture located within the Clubhouse or the surrounding area.
- **End the event by the time indicated** per page 1 of this document.
- **No firearms are permitted on the premises.** The clubhouse is a weapons-free zone, thus carrying of weapons in an around the facility is prohibited and a violation of State Law.
- **Notify the Property Manager / Association of any problems** encountered and any damage to the Clubhouse or grounds.

- The **Clubhouse is a smoke-free facility**; no smoking is permitted in the Clubhouse or near the Clubhouse doors.
- **Not consume, distribute, or take any of the items** in the office, kitchen and/or refrigerator or allow your guests to do so.

USE, SET-UP (DECORATIONS) AND RETURN OF THE FACILITIES

Only freestanding decorations are allowed. **The affixing of materials to the walls, doors, windows, fixtures, or ceilings is prohibited.** You are responsible for removing and properly disposing of any decorations immediately following the event. The Community will not be responsible for storing or maintaining items left behind.

You agree to clean and restore the facilities and immediate grounds to the same condition they were in prior to your use, and you assume responsibility for all damage or cleaning charges incurred by the Community. Such costs of cleaning or repairing damages caused by you or your guests (whether invited or not) will be deducted from the security deposit. The balance, if any, may be returned or retained depending on whether any other nuisance was caused by the event.

Any repair costs, fines, or charges more than the security deposit received will be charged to the Resident's ledger.

The security deposit will be returned at the end of the month, regardless of rental date.

The Clubhouse must be completely cleaned immediately following the event.

Cleaning Responsibilities:

- All debris swept from the floor and disposed of properly
- All furniture back to original placement
- Upholstery clean, check under cushions
- All appliances and counters wiped down
- All trash/trash bags disposed of properly in dumpster
- Any spills on the floors are cleaned appropriately

LIABILITY, RISK OF LOSS INDEMNITY

The Clubhouse and its surrounding area are provided "as is." The Community makes no representations or warranties regarding their condition or their suitability for your event. You have had the opportunity to and have inspected the premises and found them to be appropriate.

As the user of the Clubhouse and by signing this agreement, you are responsible for, if any, of the furnishings, equipment, or other property of the Clubhouse or the Community that are damaged or lost due to your acts or those of the attendees of your event.

You agree to release and indemnify and hold harmless the Community, owners, its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance or the violation of this Agreement, or, the actions or conduct of, prior to, during, or after your event of (i) any attendee of the event, including those attendees not invited, or (ii) other lessees within the Community, whether invited or not.

If the property is damaged to the extent that it cannot be rented to another RESIDENT, there will be a \$10.00 per day assessment to the RESIDENT until all damage to the Clubhouse is repaired to its original condition.

FAILURE TO ABIDE BY THE TERMS AND CONDITIONS OF THIS AGREEMENT

If you violate any of the provisions, requirements, conditions or responsibilities of this agreement, the Community owners will consider that you, the RESIDENT, are in breach of this agreement, and will have the right to perform any or all the following actions:

- Retake possession of the Clubhouse.
- Retain all deposits of the RESIDENT as and for partial damages.
- Refuse future use of the Clubhouse indefinitely.

MISCELLANEOUS

You certify that the maximum number of occupants in and around the Clubhouse as prescribed by State or Local laws or Fire/Safety Code Regulations is followed.

The Community's quiet hour begins at 10 p.m. daily; this restriction applies to your event.

This AGREEMENT is the entire agreement between RESIDENT and ASSOCIATION. No representations oral or written, not contained herein, shall bind either party. The ASSOCIATION agents or employees do not have the authority to waive, amend or terminate the agreement or any part of it and do not have the authority to make promises, representations or agreements which impose duties of security or other obligation on the ASSOCIATION'S agent. No action or omission of the ASSOCIATION'S representative shall be deemed a waiver of any subsequent violation, default or time or place of performance.

All the Terms and Conditions on this Clubhouse Agreement are agreed to and accepted by:

RESIDENT SIGNATURE: _____ **DATE:** _____

PRINT NAME: _____

ADDRESS: _____