

GEORGETOWN COMMONS LAND ORGANIZATION & COLONY COURTS

CLUBHOUSE RENTAL AGREEMENT

Renter's Name _____ Date _____

Unit Address _____ Phone _____

Rental Date _____ Rental Time: From _____ To _____

Separate checks must be made payable to Georgetown Commons Land Organization:

Checks must be from owner or resident: no second party checks or money orders will be accepted.

(1) Rental Fee: \$60 .00 Check # _____ (2) Security Deposit: \$100.00 Check # _____

Completed/signed rental agreement, liability release form, and checks must be submitted to the Clubhouse Rental Coordinator before confirmation of date. Contact Beth Townsend @ 724-733-4853(H) or 412-613-0561(C) or beaslie@windstream.net.

*The rental of the Clubhouse includes the exclusive use of the main room, kitchen, and appliances. (Please note that during the summer months the restrooms will also be used by the residents from the pool or court areas). Any utensils in the kitchen may be used. The renter must provide all consumable items, such as paper/plastic, tableware and ice. Any bottled water/soda/soft drinks found in the refrigerator, paper goods found in cabinets or closets **MAY NOT BE USED THEY ARE RESERVED FOR GEORGETOWN & COLONY COURTS EXECUTIVE MEETINGS**. Your guests should be advised **NOT** to use the exterior door in the restroom hallway whenever the pool is closed.

*The Clubhouse will be cleaned prior to rental. However, the renter is responsible to inspect the facility when they obtain the key & **before** the event starts. When the rental is over, the renter must **THOROUGHLY** clean the main room, kitchen (all appliances used), the restrooms and restroom hallway, floors are to be mopped. If the renter adjusts the thermostat it must be returned to the seasonal temperature (winter heat 60 degrees, summer air 80 degrees). All personal property must be removed, **all trash must be removed from the premises including the restroom trash**. All exterior door locks must be engaged when vacating premises.

*The key is to be returned to Beth Townsend. An inspection of the Clubhouse will be conducted after the key is returned and the Security Deposit will be returned unless extra cleaning is necessary and damages or Rule violations have occurred.

The key is available to the renter one (1) day before the rental event. The renter may make arrangements to secure the key at an earlier date.

I UNDERSTAND THAT

- A. The use of the pool/pool furniture, and tennis & basketball courts is **NOT** included with the clubhouse rental.
- B. Consumption of alcohol by minors or intoxication by adults is prohibited. Any violations will be enforced by this agreement, local and state laws and by local and state officials. The police will be called. Renter will lose the security deposit and the renter will be criminally charged.

- C. Alcohol is not permitted outside the clubhouse.
- D. GCLO and CCCA reserve the right to prosecute any misconduct and to use whatever means necessary to protect the safety of their residents and guests, such as, but not exclusive to immediate termination of this agreement and clubhouse use.
- E. The renter must be present at the clubhouse at all times during the rental occasion.
- F. The Clubhouse is a non-smoking building.
- G. Evidence of personal liability insurance will be required of anyone renting the clubhouse.
- H. Liability Release Form must be signed and returned along with the Rental Agreement.

I HAVE READ AND AGREE TO FOLLOW THE CLUBHOUSE RULES AND REGULATIONS FOR THIS RENTAL OCCASION.

Renter's Signature _____ Date _____

Printed name _____

If a portion of the Security deposit is withheld, the reason is _____

THE POOL, POOL FURNITURE, TENNIS & BASKETBALL COURTS ARE NOT AVAILABLE TO THE RENTERS WHILE RENTING THE CLUBHOUSE.

WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

This agreement is made between Georgetown Commons Land Organization and Colony Courts Condominium Association (hereinafter known as "Lessor") and (hereinafter known as "Lessee").

This agreement is made upon the express condition that Lessor shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury or injuries to any person or persons or property of any kind whatsoever, whether the person or property of Lessee, its agents or employees, or third persons, from any cause or causes whatsoever while in or upon said premises or any part thereof during the term of this agreement or occasioned by any occupancy or use of said premises or any activity carried on by Lessee in connection therewith, and Lessee hereby covenants and agrees to indemnify and save harmless the Lessor from all liabilities, charges, expenses (including counsel fees) and costs on account of or by reason of any such injuries, liabilities, claims, suits or losses however occurring or damages growing out of the same.

Lessor shall not be liable for any damages occasioned by or arising from acts and/or neglect of co-tenants, or other occupants of the community or any owners, or owners of adjacent or contiguous property.

Lessor shall not be liable in any way or to any extent at all, for or on account of any injury to any property at any time in said buildings, or for or on account of the destruction of any property at any time in said buildings.

Lessee hereby waives any claim it might have against Lessor for loss or damage to it caused by Lessor in connection with Lessee's occupancy of the above-described premises and storage of property therein to the extent that Lessee is fully compensated for such loss or damage by actual receipt of proceeds from insurance policies covering such loss or damage.

Lessee agrees that he/she will protect and save and keep the Lessor forever harmless and indemnified against and from any penalty or damage or charges imposed for any violation of any laws or ordinances, whether occasioned by the neglect of Lessee or those holding under Lessee, and that Lessee will at all times protect, indemnify and save and keep harmless the Lessor against or from any accident or other occurrence on or about said premises, cause injury to any person or party whomsoever or whatsoever, and will protect, indemnify and save and keep harmless the lessor against and from any and all claims against and from any and all loss, cost, damage or expense arising out of any failure of Lessee in any respect to comply with and perform all requirements and provisions hereof.

Lessee Signature

Date

Lessee Print Name