



**THE VILLAS AT FIVE PONDS FACILITY RENTAL AGREEMENT**

This **Clubhouse Facility Rental Agreement** (“Agreement”) dated this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_ is between **The Villas at Five Ponds Homeowners Association**, Warminster, PA 18974 (“Association”) and \_\_\_\_\_, a resident residing at \_\_\_\_\_ (“Resident”).

**BACKGROUND:**

**WHEREAS**, Association owns and operates The Villas at Five Ponds Clubhouse (“Clubhouse”), in which is located a ballroom and service facilities (“Facilities”) constructed and built for the benefit and use of the Members of the Association; and

**WHEREAS**, Resident desires to reserve and use the Facilities for a personal function (“Event”) to take place on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_ between the hours of \_\_\_\_\_ a.m./p.m. and \_\_\_\_\_ a.m./p.m. (the “Date”).

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, intending to be legally bound hereby, Association and Resident hereby agree as follows:

1. Resident certifies that he/she is a member in good standing, owing no past dues and/or membership fees, to the Association.
2. Resident is renting for Residents’ own use, and **NOT** as a sponsor for a non-resident, outside group, organization, or business. Resident understands and agrees that Resident must be present at the Event.
3. At the time of execution of this Agreement the Association requires: **(i)** a non-refundable \$50.00 reservation fee (the “Reservation Fee”) to reserve the Facility; and **(ii)** a \$100.00 deposit (“Cancellation Fee”). Association hereby acknowledges receipt of the Reservation Fee and Cancellation Fee.
4. A security deposit is due at least thirty (30) days prior to the Date of the Event. If the Security Deposit, as that term is defined in #22 below, is not received on time, the Association, at its sole discretion, may cancel the Event. If the Event shall be cancelled by the Association for failure to

Initials: For Board \_\_\_\_\_ For Resident \_\_\_\_\_

receive the Security Deposit, the Association will be entitled to retain the cancellation fee of \$100.00 as liquidated damages and not as a penalty.

5. If the Event shall be cancelled by the Resident within thirty (30) days of the Date, the Association will be entitled to retain the cancellation fee of \$100.00 as liquidated damages and not as a penalty.
6. Use of the Facilities shall be limited to five (5) hours for guests. In addition, two (2) hours shall be allowed for pre-Event set-up, as well as two (2) hours for post Event clean-up time (immediately following the Event).
7. At the sole discretion of the Association, guard services/the employment of a private guard(s) ("Guard") may be required for an Event; provided, however, a Guard shall be required for all Events with more than 50 guests; provided, further, not less than two (2) Guards shall be required for all Events for the benefit of children between the ages of 12 and 19. The fee for such Guard(s) as may be required is solely to the account of the Resident, and Resident agrees to pay the fee for the Guard(s).
8. The costs to rent the Facilities on the Date and for the Event ("Rental Fees") are defined in #21 below.
9. Rental of the Facilities shall include the use of the:
  - a) The main ballroom.
  - b) The adjoining kitchen and trash room.
  - c) The reception area.
  - d) The coatrooms.
  - e) The main floor restrooms in the immediate proximity of the ballroom.

**Note:** Section 9 (a) through 9(e) are referred to collectively as the "Rented Space," and **NO OTHER AREAS OF THE CLUBHOUSE**, including but not limited to the: **(i)** sports lounge; **(ii)** indoor pool; **(iii)** outdoor pool; **(iv)** spa; **(v)** tennis court; and **(vi)** cabana area (collectively the "Restricted Area") are included in the Rented Space. Guests and participants shall **NOT** be permitted in any Restricted Area.

**f)** Rental also shall include: **(i)** basic/routine clean-up of the Rented Space, see Section 10 (c) below; and **(ii)** basic/standard set-up and take down (pre-Event placement and post Event removal) of tables and chairs and/or ballroom furniture relocation, removal, and replacement, as necessary, see Sections 10 (c) and 22 below.

10. Rental of the Facilities shall be subject to the following rules and additional rules, which rules and additional rules may be changed, from time to time, as may be posted:

- a) The kitchen is to be used solely for heating **PREPARED** foods and set-up/ preparation by the caterer or Resident.
- b) The kitchen, including the ovens and warming trays **MUST** be cleaned by the caterer or Resident at the conclusion of the Event (see #6 above).
- c) In the event clean-up of the Rented Space and/or take down (see Section 9 [f] above) require more staff and/or additional time (non basic/routine clean-up), an additional charge of \$\_\_\_\_\_ will apply and such additional charge will be deducted from the Security Deposit.
- d) The employment of entertainer(s), caterer(s) and service person(s), including but not limited to waiter(s), waitress(es), busboy(s)/busgirl(s), bartender(s), cook(s), helper(s) and dishwashers (“Service Persons”) is solely at the discretion of the Resident and/or caterer, and the cost for any and all Service Persons is solely and exclusively to the account of Resident.
- e) The kitchen **MUST** be swept and mopped after use, and left clean and cleared of any trash or debris.
- f) Food and beverages are **NOT** permitted in the reception area at any time.
- g) **NO** confetti or rice of any kind, except for consumption, may be used anywhere within or around the Facility.
- h) **NO** decorations shall be applied or adhered to any walls, doors, ceilings, or fixtures, by any means. Only freestanding decorations on the floor and tables are permitted.
- i) **NO** burning candles are permitted on the mantle, piano, ledges, or other furniture. The only exception is as a centerpiece on the individual dining tables, and then only with the use of a votive holder.
- j) Use of the TV, DVD, VCR, sound system and entertainment system in the ballroom are **INCLUDED** in the rental.
- k) All windows and doors **MUST** be securely locked at the end of the Event, and all lights **MUST** be turned off.
- l) The kitchen set-up (trash) room back door **MUST** be secured and locked from the inside.
- m) At the close of the Event, all trash **MUST** be placed in proper container(s) and placed outside the Clubhouse in the approved location, or removed from the Clubhouse by the caterer.
- n) **NO GREASE OR GRAVY OF ANY KIND MAY BE DISPOSED OF IN THE SINK OR ANY OTHER DRAIN.** The Clubhouse is **NOT** equipped with a grease trap or pit.
- o) All caterer owned equipment must be removed from the Clubhouse by 8:00 a.m. the morning after the Event

- p) The Association is **NOT** responsible for any lost, damaged, or stolen items.
11. Resident will adhere to all ordinances, laws, rules and regulations applicable to the use and activity at the Facilities in connection with the Event. Resident will insure that resident's guests, participants, entertainer(s), caterer(s), and Service Persons also are required to comply.
  12. Resident will adhere to all ordinances, laws, rules and regulations applicable to the use and activity at the Facilities in connection with the Event. Resident will insure that resident's guests, participants, entertainer(s), caterer(s), and Service Persons also are required to comply.
  13. Alcoholic beverages will be served strictly in accordance with state law. **UNDER NO CIRCUMSTANCES** are alcoholic beverages to be served to minors.
  14. The distribution and/or use of any controlled substance, non-prescribed drugs or medications is **STRICTLY PROHIBITED** at, in, or around the Clubhouse and adjacent grounds. Prescribed medications may be utilized in accordance with state law.
  15. Resident understands and agrees that Resident will be solely and exclusively responsible for any and all damage to the Clubhouse and Facilities, including but not limited to trash removal, clean-up, vandalism, theft of Association property, property damage, whether through accident, misuse, or abuse ("Damage"), occurring during or as a result of Event.
  16. A representative of the Association and Resident will inspect the Facilities:
    - a) On the morning of the Event. Resident will sign the pre-Event inspection sheet; and
    - b) On the morning **AFTER** the Event. Resident will sign the post-Event inspection sheet.

The pre-Event inspection sheet and post-Event inspection sheet are hereinafter collectively referred to as the "Inspection," attached hereto as Exhibit "A." Any changes to the pre-Event inspection, as determined during the post-Event inspection: **(i)** will be noted; and **(ii)** will be considered Damage. The cost to repair Damage will be deducted from the Security Deposit.
  17. To the extent not covered by the Security Deposit, Resident will make payment to the Association, within thirty (30) days of receipt of an invoice from Association, for any excess costs incurred by the Association on account of Damage to the Clubhouse and/or Facilities ("Excess Costs"). Association is entitled to all costs incurred in

collecting Excess Costs, including but not limited to court costs and reasonable attorney's fees.

18. Resident will be solely and exclusively responsible for providing for the **SAFETY AND FIRST AID** for all of Resident's guests, participants, entertainer(s), caterer(s), and Service Persons at the Event.
19. Resident will be solely and exclusively responsible for the **CONDUCT** of Resident's guests, participants, entertainer(s), caterer(s) and Service Persons at the Event.
20. In no way shall the Event disturb the quiet enjoyment of the other residents of The Villas at Five Ponds.
21. As a further condition, Resident must provide to Association for any caterer(s) a certificate of liability insurance and of applicable Workers Compensation insurance, evidencing valid and existing insurance coverage issued by an insurance company authorized to do business in the Commonwealth of Pennsylvania, in such form as shall be satisfactory to the Association, see Exhibit "B" attached. Said coverage must be **verified** by the Association not less than fourteen (14) days prior to the Date of the Event.

**Note:** While **NOT** a "need to have" condition of this Agreement, whenever possible it is desirable, as a "nice to have" to obtain a certificate of liability insurance similar to that hereinabove described in this Section 20 for Service Persons, entertainment, band, or other contractor(s).

22. The Rental Fees for the Facility are as follows (the amount includes set-up and take down of tables and chairs, etc., and basic/routine clean-up of the Rented Space, see Section 9 (f) above):
  - 50 or fewer guests - \$250.00 (includes Reservation Fee and Cancellation Fee)
  - 51 to 120 guests - \$375.00 (includes Reservation Fee and Cancellation Fee)
  - 121 to 188 guests - \$500.00 (includes Reservation Fee and Cancellation Fee) \*\*

**\*\* Maximum capacity may be less than 188 depending on seating/table arrangements.**

**23.** Security Deposit – **ALL** Security Deposits - \$1,000.00, in advance of Date of Event, see #4 above.

**IN WITNESS WHEREOF**, the parties have caused this Rental Agreement to be executed as of the date first above written.

**RESIDENT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Address

\_\_\_\_\_  
Telephone Number w/Area Code

**THE VILLAS AT FIVE PONDS**

\_\_\_\_\_  
Signature – Member Clubhouse Committee/Board

Nature of Event: \_\_\_\_\_

Number of guests (Approximate): \_\_\_\_\_

Name of Caterer: \_\_\_\_\_

Name of entertainer/band, etc.: \_\_\_\_\_

Name of other contractor(s): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Initials: For Board \_\_\_\_\_ For Resident \_\_\_\_\_

**EXHIBIT "A"**

**THE VILLAS AT FIVE PONDS FACILITY RENTAL AGREEMENT**

**INSPECTION**

Resident: \_\_\_\_\_

Date of Event: \_\_\_\_\_

Area(s)/Item(s):  
post-Event Inspection

pre-Event Inspection

Date: \_\_\_\_\_

Date:

\_\_\_\_\_

1. Main ballroom:

- a) Walls .....  
.....
- b) Floor .....  
.....
- c) Electric .....  
.....
- d) Furniture .....  
.....
- e) Television .....  
.....
- f) Remote TV control .....  
.....
- g) Remote audio control .....  
.....
- h) Fire extinguisher(s) .....  
.....

2. Kitchen:

- a) Walls .....  
.....
- b) Floor .....  
.....
- c) Electric .....  
.....
- d) Appliances:

Initials: For Board \_\_\_\_\_ For Resident \_\_\_\_\_

- Stove .....
- .....
- Refrigerator .....
- .....
- Microwave .....
- .....
- Commercial icemaker .....
- .....
- Commercial food warmer .....
- .....
- Commercial refrigerator .....
- .....
- Disposal
- e) Utensils:
- Electric coffee urns (4) .....
- .....
- Water pitchers ( ) .....
- .....
- f) Fire Extinguisher(s) .....
- .....
- g) Miscellaneous .....
- .....

3. Storeroom:

- a) Walls .....
- .....
- b) Floor .....
- .....
- d) Fire Extinguisher(s) .....
- .....
- e) Round tables ( ) .....
- .....
- f) Rectangular tables ( ) .....
- .....
- g) Miscellaneous .....
- .....

4. Men's Room:

- a) Walls .....
- .....
- b) Floor .....
- .....



- c) Electric .....
- .....
- d) Sinks .....
- .....
- e) Commodes .....
- .....
- f) Miscellaneous .....
- .....

5. Ladies' Room:

- a) Walls .....
- .....
- b) Floor .....
- .....
- c) Electric .....
- .....
- d) Sinks .....
- .....
- e) Commodes .....
- .....
- f) Miscellaneous .....
- .....

5. Vestibule

- a) Walls .....
- .....
- b) Floor .....
- .....
- c) Electric .....
- .....
- d) Furniture .....
- .....
- e) Fire Extinguisher(s) .....
- .....
- f) Miscellaneous .....
- .....

6. Additional comments:

Pre-Event Inspection By:  
Event Inspection By:

Post-

For Board: \_\_\_\_\_  
\_\_\_\_\_

For Board:

For Resident: \_\_\_\_\_  
Resident: \_\_\_\_\_

For

**EXHIBIT "B"**

**REQUIREMENTS FOR CERTIFICATE OF INSURANCE**

Please have your caterer(s) provide the following **Certificate of Insurance** to the Association not less than thirty (30) days prior to the Date of the Event. Said coverage must be **verified** by the Association not less than fourteen (14) days prior to the Date of the Event.

The Certificate of Insurance shall name **The Villas at Five Ponds Homeowners Association** as an additional insured, addressed to:

The Villas at Five Ponds Homeowners Association

Warminster, PA 18974

Attn: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

and indicate that the policy can **NOT** be cancelled without thirty (30) days' prior written notice to the Association.

The policy shall:

1. Provide evidence of liability Insurance with limits no less than \$2,000,000 aggregate, and \$1,000,000 per occurrence.
2. Provide Certificate of Workers Compensation Insurance in the statutory minimum.
3. If liquor is to be served, evidence of Liquor Liability, \$1,000,000 per occurrence.

The policy must be underwritten by no less than an "A" Rated carrier authorized to do business in the Commonwealth of Pennsylvania.

\* If entertainment, band, or other contractor is employed, the same requirements as above apply **EXCEPT** no evidence of Liquor Liability is required (unless applicable to that contractor).