



Cedar Creek Farm Community Association

Clubhouse Reservation Request Form: Private Rental

Name: _____

Request Date: _____

Address: _____

Estimated Number of People: _____

Starting Time: _____

Telephone: _____

Ending Time: _____

Nature of Use _____

Liability

The undersigned unit owner agrees to personally indemnify and hold harmless the Cedar Creek Farm Community Association from all damage, injury, and liability caused by or resulting from my use and my guests' use of the clubhouse facility, including, but not limited to, liability resulting from any service of alcoholic beverages. I also acknowledge that the Cedar Creek Farm Community Association is neither a host nor a participant in any manner in my use of the clubhouse facility nor in the service of alcoholic beverages to any person or guests.

Agreement to abide by rules & regulations

I agree to abide by all rules and regulations established by the Board of Directors of the Association, a copy of which is attached as "Private Rental: Clubhouse Rules and Regulations", and will ensure that my guests abide by those rules and regulations as well. I understand that any damage not noted on a pre-usage walkthrough inspection shall be deemed to have been caused by me and/or my guests' use of the clubhouse facility, parking lot, lawns, and surrounding premises; and that I shall be responsible for the cost of repair or replacement of such damage and return of the facility to the same condition as it was at the time of the pre-usage walkthrough.

Deposit usage

I further understand that the \$200.00 deposit shall be used to cover the cost of such damage repair, replacement, or extra cleaning; and any additional cost or failure to pay the full amount of the damage or extra cleaning shall constitute a lien on my property to the extent that the cost of the damage remains unpaid. I also understand that if said security deposit check is returned for any reason, the bank charges shall become my responsibility to pay and shall be included in any lien on my property if unpaid. If such lien(s) are placed against my property, I forfeit the right to reserve the clubhouse for any reason until I pay the lien amount in full.

Private Rental Clubhouse Rules and Regulations

The clubhouse shall be available to members of the Association, who are current in their maintenance fees and to non-owner residents, who have properly executed leases with unit owners for private functions, subject to the following conditions:

1. **Who may rent the clubhouse for private use?** Any unit owner in good standing (current in fees and not in violation of any of the provisions of the Association Documents) may use the recreational facilities (which include the clubhouse.) Tenants of units may use the clubhouse only if the owner of the unit is in good standing. The unit owner must sign this agreement and take full responsibility for the tenant's compliance with its terms. Non-residents may use the clubhouse only with prior approval of the Cedar Creek Farm Community Association Board.
2. **Clubhouse hours** The clubhouse is available at any time for reserved events, but the Board must be notified of any plans to use the clubhouse after 10pm and before 6am, out of respect for the neighbors in its immediate vicinity.
3. **Pre-event inspection** Prior to the commencement of the private function, a designated representative shall inspect the clubhouse and make note of any damage found, using a walkthrough checklist. Any damage not noted on this walkthrough shall be deemed to have been caused by the use of the clubhouse for the function and shall be the responsibility of the unit owner (or tenant) who signed the rental agreement (also known as "the renter".) The unit owner (or tenant) has responsibility for the clubhouse and must be present during the entire length of the rental period.
4. **Clean-up afterwards** The clubhouse, including the bathrooms & kitchen, shall be left in clean condition. Such cleaning shall be the responsibility of the renter and shall include, but not be limited to:
 - Vacuuming/sweeping floors
 - General clean-up, including any kitchen appliances used (microwave, oven, etc.)
 - Relocating furniture to its original location. IMPORTANT: The clubhouse pool table is NOT to be moved for any reason.
 - Collecting/removing all garbage (and replacing trash can liners) in the clubhouse and any trash generated by the event on the grounds, parking lot, lawn, and premisesNote that professional cleaning of the clubhouse is done only once per week and does not include cleaning kitchen appliances, so it is the responsibility of people using these appliances to keep them clean.
5. **Post-event inspection** At the end of the event, the renter must contact the designated representative to inspect the clubhouse. Any damage – or need for additional cleaning – will be noted at this time.
6. **Deposits/Fees** Prior to receiving permission to use the clubhouse, the renter shall provide a personal check to cover the refundable \$200 security deposit, and a separate check for a non-refundable rental fee of \$95* (to cover the cost of electricity, normal wear and tear, and heat or air conditioning for the clubhouse facility.)

When the deposit & fee are received, management (on behalf of the Association) will assign the requested date to the renter on a first-come, first-serve basis. Security deposit checks are usually retained until after the inspection following the event, but **the Board of Directors reserves the right to cash security deposit checks at any time.** _____

(Initials)

Said deposit shall be returned to the organizer(s) within ten working days, provided there is neither damage nor additional cleaning needs identified within the clubhouse premises and vicinity. In the event of damage or additional cleaning needs; the cost of repair, replacement, and/or extra cleaning shall be deducted from said deposit and the unused portion (if any) shall be returned to the renter. The minimum cost for cleaning the clubhouse carpet is

* Rental fee changes to \$95 effective for rentals on or after January 1, 2010.

\$150.00. In the event that the cost of repair, replacement, and/or extra cleaning exceeds the deposit, the renter is responsible to pay the difference. Unpaid cost of such repair, replacement and/or extra cleaning shall constitute a lien on the property of the renter and may be collected as set forth in the Association Documents.

7. **Securing the clubhouse** The event organizer(s) shall be responsible for securing the clubhouse upon termination of the event. To do so, they must verify all of the following:
 - All lights and ceiling fans are turned off
 - All windows are closed and locked
 - All six (6) exterior door exits are locked and closed tightly
8. **Use of pool, tennis courts, and other common areas** The reserved use of the clubhouse does not include use of the pool, tennis courts, and other common areas. Access to pool area through the clubhouse is prohibited. Unauthorized use of these areas will result in forfeiture of the security deposit. Furthermore, all guests must behave in a manner that does not disturb other people who are using the other Association facilities and common elements—and the residents of neighboring units. A guest is considered anyone whom the renter allows to enter the clubhouse during the rental period.
9. **Food, beverages, and smoking** Alcoholic beverages may be served and consumed at the clubhouse, subject to provisions of state law. Renters may choose to cater events at the clubhouse, but no food or beverages (including alcoholic beverages) may be stored in the clubhouse prior to the day of the event or after the conclusion (& final clean-up) of the event. **Smoking is prohibited in the clubhouse at all times.**
10. **Decorations** All decorations must be made from fireproof materials. Taping, stapling, nailing, or permanently affixing anything to the walls, furniture, floors (or elsewhere in the clubhouse) is strictly prohibited. **Balloons and banners are NEVER to be taped to the walls. Doing so will require repainting the walls where tape residue or paint removal occurred. The minimum cost of this repair is \$200.00** _____
(Initials)
11. **Prohibited uses of the clubhouse** The following uses of the clubhouse are prohibited:
 - Illegal activities
 - Unsupervised minors (Supervision must be by responsible adults at least 18 years of age)
 - Commercial purposes such as sales demonstrations, merchandise display or related promotions, unless approved in advance by the Board of Directors
 - Functions sponsored by outside organizations – either social, commercial, or political – unless approved in advance by the Board of Directors
12. **Acknowledgements and liability** The renter agrees to indemnify, defend, and hold harmless the Association from any liability that may arise out of the use of the clubhouse including, but not limited to, damage or injury to person or property. The renter shall receive a copy of these rules and regulations and must acknowledge agreement to abide by the terms herein, as well as personally indemnify and hold harmless the Association for all damage to the clubhouse, by signing below. The parties have indicated their acceptance of the terms contained above by signing this agreement.

Unit Owner

(Date)

13. Please make checks payable to **Cedar Creek Farm Community Association** and send to:

Cedar Creek Farm Community Association
1636 N. Cedar Crest Blvd., Suite #317
Allentown, PA 18104