



Caines Creek Community Association
 125 Harvest Lane
 Phoenixville, PA 19460
 610.358.5580



CLUBHOUSE RENTAL AGREEMENT

INTRODUCTION

The Community Center (known as the "Clubhouse") of CAINES CREEK COMMUNITY ASSOCIATION (known as "Caines Creek") exists for the pleasure and enjoyment of Caines Creek and the Village of Caines Creek residents, their families and guests in a setting of privacy and dignity. Maximum occupancy rate is 50 persons.

QUALIFIED USERS

The Clubhouse may be rented by a Caines Creek or Village of Caines Creek unit owner (known as the "Function Sponsor"). The Function Sponsor must also be present in the Clubhouse for the rental period. Commercial or business use of the Clubhouse is prohibited.

COMMUNITY EVENTS

If a Qualified User wants to hold a community event (open to all Caines Creek Residents) and that event is approved by the Board, then the Rental Fee will be waived. All other provisions in the Clubhouse Rental Agreement, including the security deposit, still apply.

FEE AND SECURITY DEPOSIT

A security deposit of \$200 along with the fee for the desired rental period are required at least one week in advance to hold the reservation for the use of the Clubhouse.

<u>Rental Period:</u>	1-3 hours	\$ 40.00
	4-6 hours	\$ 75.00
	7-24 hours	\$ 150.00

Two personal checks are required – one for the security deposit of \$200.00, and one for the chosen rental period fee. The checks are to be made payable to "CAINES CREEK COMMUNITY ASSOCIATION", and sent with the signed rental agreement at least one week prior to the rental period to PENCO Management Company, 2860 DeKalb Pike, Suite 200, East Norriton, PA 19401.

The agreement will then be countersigned and returned with a letter providing the name and contact information of the person who will be Caines Creek’s point of contact for the Function Sponsor (known as "Clubhouse Rental Coordinator") for the rental period.

The Clubhouse Rental Coordinator will meet with the Function Sponsor prior to the event for a walk-through of the Clubhouse and to provide the key. Upon completion of the rental of the Clubhouse, the Clubhouse Rental Coordinator will collect the key and conduct a second walk-through with the Function Sponsor to inspect for damage, missing items, and cleanliness. Provided the terms of the agreement were fully met, the security deposit check will be returned to the Function Sponsor within 7 business days after the rental date.

The security deposit will be forfeited if it is determined by the Clubhouse Rental Coordinator that any of the rental agreement terms were not met.



PROVISIONS OF USE

1. All social or private functions shall be scheduled to begin after 8:00 AM and shall end no later than 12:00 midnight. All activities must be conducted within the Clubhouse.
2. Maximum occupancy rate is limited to 50 persons. No pets allowed.
3. The Function Sponsor is responsible for complying with the Borough ordinance on noise levels and for conduct of the participants. Please keep noise level down and respect the adjacent homeowners' privacy.
4. Caines Creek will assume no responsibility for any loss or damage of any merchandise or articles left at the Clubhouse prior to, during or following a rental function.
5. Because of safety and liability issues, the POOL IS **NOT** a part of the rental agreement and cannot be rented in conjunction with the Clubhouse.
6. The function and arrangements shall comply with the Pennsylvania Alcoholic Beverage Commission regulations. The Function Sponsor is responsible for the prevention of alcoholic beverages being consumed by minors or any other illegal activities conducted or engaged in by your guests.
7. Guest parking is permitted in spaces marked Visitor. Any cars parked in a resident's assigned parking space, on the lawn or common ground, will be subject to towing at the owner's expense.
8. Smoking is not allowed in the Clubhouse. If you smoke outside of the clubhouse, please be courteous and dispose of all butts properly.
9. Fires are not permitted in the fireplace due to safety and liability issues.
10. A Certificate of Insurance will be required from the Function Sponsor. This Certificate is obtained from your insurance carrier and will be in force during the rental period, or a minimum of 24 hours, so that you have coverage during your rental period.
11. If an outside vendor is being used during the rental period, i.e., a caterer, a Certificate of Insurance must be provided to you, listing CAINES CREEK COMMUNITY ASSOCIATION as Additional Insured, and a copy provided to the Clubhouse Rental Coordinator.
12. The Insurance Certificate(s) must be provided to the Clubhouse Rental Coordinator at least twenty-four hours prior to the rental date.
13. No items shall be affixed to walls. No material that could damage woodwork, such as scotch tape, staples, masking tape, tacks, pins, etc., may be used. No balloons containing helium are permitted since ceiling fans have become damaged from becoming entangled in balloon strings.
14. Limited and judicial use of candles for table and cake decorations is permitted. The Function Sponsor shall provide their own candles, and will be held liable for damages caused by candle use.



PROVISIONS OF USE *(continued)*

- 15. All debris and trash must be bagged and removed from the Clubhouse, and deposited in the trash receptacle located on the rear patio of the Clubhouse. All food and other perishables brought onto the premises shall be removed.
 - 16. Upon completion of the event, the Function Sponsor is required to restore the Clubhouse to its pre-rental condition, as detailed in the attached Clubhouse Rental Checklist. The Function Sponsor is responsible to turn off all lights, remove all personal items, and securely lock all doors upon exiting the Clubhouse.
 - 17. The Function Sponsor and the Clubhouse Rental Coordinator are required to meet within 24 hours of the end of the rental to conduct the second walk-through and for the key to be returned.
 - 18. The Function Sponsor renting the Clubhouse assumes the cost of any damage during rental period in excess of Security Deposit and agrees that the cost of such damage may be assessed against respective unit(s).
 - 19. The Caines Creek Board of Directors reserves the right to amend the Rental Agreement and its Provision of Use policies as needed.
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I/we, the undersigned and Function Sponsor, have read the entire Agreement, including the Provisions of Use and Clubhouse Rental Checklist, and accept and agree to abide by the terms herein. In the capacity of Function Sponsor, acting on behalf of all participants, hold harmless Caines Creek, its' officers, agents, employees, volunteers, from any and all claims for injuries or harm to our participants or invited guests resulting from the rental of the Clubhouse.

Applicant (Function Sponsor) Signature

Date

Applicant Printed Name

Applicant Address

Requested Rental Date

Requested Rental Time Period

Rental Agreement Accepted and Approved:

Caines Creek Representative Signature
(Management Company or Board Member)

Date

Caines Creek Representative Printed Name

Approved Rental Date and Time Period



CLUBHOUSE RENTAL CHECKLIST

The Clubhouse must be left in the same condition as prior to the rental. The following items are to be inspected both pre- and post-rental. Any problems or remarks must be noted below, and acknowledged by both the Function Sponsor and the Clubhouse Rental Coordinator.

PRE-RENTAL CONDITION

- _____ Carpet
- _____ Refrigerator
- _____ Sink
- _____ Microwave
- _____ Oven
- _____ Countertops
- _____ Kitchen Floor
- _____ Tables
- _____ Chairs
- _____ Restrooms
- _____ Closets
- _____ Lights
- _____ Air Conditioning/Furnace
- _____ Trash Receptacles
- _____ Games
- _____ Doors Secured

POST-RENTAL CONDITION

- _____ Vacuum Carpets
- _____ Clean Refrigerator
- _____ Clean Sink
- _____ Clean Microwave
- _____ Clean Oven
- _____ Clean Countertops
- _____ Clean Kitchen Floor
- _____ Clean/Store Tables
- _____ Clean/Stack Chairs
- _____ Clean Restrooms
- _____ Check/Empty Closets
- _____ Turn Off Lights
- _____ Turn Off Air Conditioning/Furnace
- _____ Trash Collected and Removed
- _____ Games Neatly Ordered
- _____ Doors and Windows Secured

Problems Noted

Problems Noted

Remarks

Remarks

 Caines Creek Representative

 Caines Creek Representative

 Function Sponsor

 Function Sponsor

 Date

 Date