

Newtown Grant Recreation Center Rental Guidelines

BANQUET ROOM RENTAL AGREEMENT

- I. Room availability may be obtained by calling the Recreation Center at 215-968-3789 or by visiting www.NewtownGrant.org.
- II. Board of Director Meetings for Newtown Grant Master Association, Clusters and Society Place take precedence over any club, scout, club or event.
- III. Groups sponsored and endorsed by the Newtown Grant Homeowners Association (i.e.: Scouts, Singles Club, Wine Club) will be given booking priority to accommodate their regular group gatherings and will also be exempt from rental fees. Any other meetings with these groups must adhere to the rental guidelines and fee structure.
- IV. Rooms are available for use/rental only during Clubhouse Operating hours when the building is staffed.
 - a. Clubhouse *Fall/Winter hours* are listed below:

Monday-Friday: 4pm-8pm
Saturday & Sunday: 11am-7pm
- V. Rental of the Banquet Room is limited to the following Clubhouse areas: banquet room, adjoining kitchen and trash room, and coat closets. Pool restrooms may be used by renter's guests as well as other Clubhouse guests. Guests shall not be permitted in any other area of the clubhouse, except to the single-stall restrooms in the hallway of the Clubhouse just beyond the double-doors outside of the Recreation Manager's office. At no time shall room reservations include the use of the swimming pool.
- VI. Unless otherwise notified by the association, the kitchen oven, range, and microwave can be used only for warming (not cooking) foods and the refrigerator used only on the day of the event. All food left in the fridge will be discarded.
- VII. Only a Newtown Grant homeowner (over 21) in good standing with the master homeowner's association and his/her respective sub-association (cluster) can execute rental agreements.
- VIII. Reservations can be made up to six (6) months in advance.
- IX. Rental fee, security deposit and signed rental agreement must be submitted and accepted in order for the date to be reserved. Payments must be made in the form of a check or money order payable to Newtown Grant Homeowners Association. No cash or credit card payments will be accepted.

- X. Only private functions will be permitted. There will be no fundraisers of any kind.
- XI. No money shall be collected by the party in excess of the rental fee for any reason.
- XII. Reservations will be taken on a first come, first serve basis. There will be no standing or recurring reservations permitted.
- XIII. Only one active reservation will be allowed per homeowner/co-owner at any given time.
- XIV. Use of the fireplace is strictly prohibited.
- XV. There will be no smoking inside any of the clubhouse facilities. Any violation of the rental rules will be grounds for the immediate termination of the event, eviction of attendees, and result in a forfeit of rental fee and security deposit. Additional fines/sanctions may apply at the discretion of the Newtown Grant Homeowners Association. Newtown Grant Homeowners Association reserves the right to eject the renter at any time from the facilities if the renter's use of the facilities poses a danger to the safety of any other user of the facilities, a risk of damage to the facilities, or a hazard or disruption to the community.
- XVI. There must always be a minimum ratio of 1 adult over 21 to 4 guests under 21.
- XVII. The rental period must include set-up and clean-up of the room. If rental exceeds maximum allowed rental block of five (5) hours, the renter will be assessed \$100 per hour (billed in hourly increments).
- XVIII. Newtown Grant Homeowners Association may retain the Security Deposit for any cost incurred for cleanup expenses, trash removal, repair or damages or any other expenses resulting from the renter's use of the premises. Otherwise, the Security Deposit will be returned within 30 days following inspection of the rented room.
- XIX. The renter assumes all risks and responsibility for the serving of food, drink and alcoholic beverages in the Recreation Center, including any civil or criminal liability resulting from the serving, use, or presence of alcohol at the Recreation Center. The Newtown Grant Homeowners Association requires proof of liability insurance for all rentals and Host Liquor Liability Insurance for events for which alcohol will be present. The Certificate of Insurance must name Newtown Grant Homeowners Association, its officials, agents, servants, employees and representatives as additionally insured, and must be sent to the management office at least seven (7) days before the event. Failure to do so will result in the cancellation of the event. Mail certificate to Newtown Grant, 360 Eagle Road, Newtown PA 18940 or fax to 267-364-5183.

XX. Any cancellation of a confirmed rental will result in a \$50 cancellation fee. All fees paid will be returned within **30 days** minus \$50 cancellation fee. The \$50 cancellation fee does not apply to reservations for the Activities Room and Small Meeting Room that are canceled up to 14-days before the event.

XXI. The maximum capacity in the Banquet Room is **42**.

Rental Fees

Banquet Room – food/drinks permitted

\$200 for a maximum of five hours

\$100 security deposit

All checks made out to: Newtown Grant HOA

Cancellation Fee \$50 – rental fee and security deposit are returned, minus \$50

Maximum # of people: **42**

2nd Floor Small Meeting Room -- NO food/drinks permitted

No charge for a maximum of five hours

\$100 security deposit

Cancellation Fee \$50 – security deposit is returned, minus \$50, unless canceled at least 14 days before the event in which case the entire security deposit is returned.

Roundtable seats 10-15 people.

THIS AGREEMENT is made on _____ by and between the following parties:
Date (mm/dd/yyyy)

Newtown Grant Homeowners' Association (Association)

And

Renter: _____
(Must be a Newtown Grant Homeowner)

Address: _____

Phone: (day) _____ (evening) _____

Email Address: _____

The parties, intending to be legally bound, hereby agree as follows:

Newtown Grant Homeowners Association hereby grants the Renter permission to use the Newtown Grant Recreation Center Clubhouse and restrooms for a private party to be held on:

Date: _____ Time Frame: _____

Will alcohol be present during the event? Yes No

Please circle one: **Banquet Room OR Meeting Room**

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

Renter verifies that he/she is a member in good standing of Newtown Grant Homeowner Association. The Clubhouse is to be used for Renter's personal use or that of his/her immediate family. Renter acknowledges that the purpose of the rental is personal, not that of any groups, organizations or businesses (unless specifically approved by Newtown Grant Homeowners Association).

Clubhouse Rental Fees are as follows: the rental fee for the Banquet Room is \$200 for a maximum block of 5 hours, and no fee for the Meeting Room for a maximum block of 5 hours for a not-for-profit event. In addition, Renter must make a refundable security deposit in the amount of \$100 upon reservation. Failure to submit fees when due may result in automatic cancellation of event.

At the time of execution of this Agreement, the Association acknowledges receipt of the rental fee and security deposit.

Use of the Clubhouse shall be limited to five hours for guests, including set up and clean up time. Additional time may be billed to the Renter at a fee of \$100 per hour (billable by the hour). If prior arrangements are not made, additional time is in the sole discretion of the Recreation Center staff on duty on the date and time of the event. If the staff member cannot accommodate additional time, the event must end as originally scheduled. The tables and chairs will be set up by the Rec Manager on duty the day/night of the event.

Clubhouse rental shall be subject to strict adherence to all clubhouse rules and other published rental guidelines.

Renter will adhere to all ordinances, laws, rules and regulations, applicable to the use and activity at the Clubhouse.

Association **requires proof of Host Liquor Liability Insurance** for events for which alcohol will be present. The Host Liquor Liability must name Newtown Grant Homeowners Association, its officials, agents, servants, employees and representatives as additionally insured, and must be sent to the management office at least 3 weeks before the event. **Failure to do so will result in the cancellation of the event.** Mail certificate to Newtown Grant, 360 Eagle Road, Newtown PA 18940 or fax to 267-364-5183.

The room(s) rented shall be left in clean condition. Such cleaning shall be the personal and financial responsibility of the Renter and shall include, but not be limited to, vacuuming, mopping, removal of all decorations (including any adhesives such as scotch tape, balloons, **especially helium balloons**, streamers, etc.) general clean-up and collecting and removing garbage from the Clubhouse grounds and premises.

If the premises are not cleaned to the Association's satisfaction, a fee of \$200.00 will be charged to the renter to cover cleaning expenses.

Cleaning supplies are available in the Supplies Closet and/or under the sink in the Banquet Room – Recreation Staff on duty may assist in the retrieval of such items. The Renter is responsible to clean up after themselves after each rental.

Once cleaning has been completed in accordance with the document entitled *Responsibility List for Groups using Facility* attached hereto and made a part of this agreement, that document must be signed by the Renter and given to the recreation center staff on duty before leaving the building.

Any damage to the premises caused during the event will be verified by Association Management AFTER the event.

The Renter will be notified immediately should there be any issues. To the extent not covered by the security deposit, Renter shall make payment for damage to the Association premises within 30 days of receipt of an invoice from the Association. Association is entitled to the costs incurred in collecting any amount in excess of the security deposit, including reasonable attorney's fees. Renter shall be solely and personally responsible for providing first aid for all participants and guests at the event.

Renter shall be solely and personally responsible for the conduct of his/her guests, participants, caterer and entertainment.

In no way shall the event disturb the quiet enjoyment of the residents of Newtown Grant.

The Renter is required to remain at the Clubhouse during the entire rental period and shall provide adequate supervision.

Renter, all guests and participants, their successors and assigns, shall indemnify, defend, release, and hold harmless the Association, its officials, agents, servants, employees and representatives, regardless of any negligence on their part, from any and all loss, damages, claims, demands, actions or causes of action, suits at law or in equity, judgments, liability or expenses, including reasonable attorneys' fees, for injuries to any persons, including death, or damages to their property, including loss or destruction thereof, arising out of, or in any way connected with the functions, activities, and uses of the Clubhouse, however caused, including negligence, in or as a result of the use of the Clubhouse pursuant to this Agreement. The renter will not hold the Association responsible for the loss or damage of any equipment or materials left on the property by the renter, guest or participants.

As a further condition, Renter must provide to Association, for any caterer, entertainment, band, or other contractor, a certificate of liability insurance and if applicable workers compensation insurance, evidencing valid and existing insurance coverage in such form and issued by an insurance company as shall be satisfactory to Association, as follows: for bodily injury, including death, and personal injury, in an amount not less than \$500,000 per person and in an amount not less than \$1,000,000 for all persons arising out of each occurrence; for damage to or loss or destruction of property, including loss of use thereof, in an amount not less than \$500,000 for each occurrence and not less than \$1,000,000 in the aggregate. Said coverage must be verified at least 3 weeks prior to the event.

In the event of a violation of this agreement, or the rules and regulations or rental policies, the Association reserves the right to terminate the event without refund. Additional fines, as well as reimbursement for damages may also be assessed. Violation of this agreement also constitutes a violation of the Declaration for the Association, enforceable as set forth therein.

The document entitled *Newtown Grant Recreation Center Rental Guidelines* is attached hereto and made a part of this rental agreement.

This agreement must be signed by one or more Newtown Grant homeowners who will be the host(s) of the event and will be responsible for the use of the Clubhouse.

PRINT: _____ PRINT: _____

Sign: _____ Sign: _____

Address: _____

Email Address: _____

Phone: _____ Date _____

Accepted:

_____ Date _____

(For Newtown Grant Homeowners' Association Employee)

RESPONSIBILITY LIST FOR GROUPS USING FACILITY

Please use list as a guide for your post-event inspection, and submit to the recreation staff on duty upon signing.

- Clean all flooring of spills, food and any other waste. Vacuum is located in closet of Banquet Room.
- Return furniture used to original location.

Kitchen (if used):

- No food or beverage products may be left in refrigerator, on counter or any other location.
- Counters, sink, stove, microwave to be wiped clean.
- If garbage disposal is used, run water when in use; do not dispose of bones or other hard substances, **coffee grounds or other items that will clog the drain.**
- Make certain all appliances are properly turned off.
- Please check that all toilets are flushed, if toilet overflows, report immediately to the recreation staff on site.
- Check that all faucets are off.
- Secure all exterior doors and windows before leaving the room.
- **Do Not** leave trash in the building- place in dumpster when you leave the facility.

Signature of Renter:

Date:

Thank you for helping us maintain the Clubhouse for everyone's use!

Sincerely,

Newtown Grant Homeowners Association