

ORCHARD BROOK HOME ASSOCIATION CLUBHOUSE RENTAL AGREEMENT

Renter / Homeowner	
Address	
Telephone Number	
Email Address	
Rental Date (Day of the week and MM/DD/YY)	
Rental Hours	Start time: _____ End time: _____
Number of Attendees (Maximum 120)	
Rental Rate (EFFECTIVE UNTIL DEC. 31, 2023) <ul style="list-style-type: none"> • Fri, Sat, Sun, holidays*: (\$250.00) • Mon – Thurs, with food and beverages: (\$175.00) • Mon – Thurs, no food or beverages: (\$25.00/hour) 	*Rental Rate (STARTING JANUARY 1, 2024)* <ul style="list-style-type: none"> • Fri, Sat, Sun, holidays*: (\$300.00) • Mon – Thurs, with food and beverages: (\$200.00) • Mon – Thurs, no food or beverages: (\$25.00/hour)

**Holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas Eve, Christmas, New Year's Eve*

Please sign this rental agreement in order to reserve your date and deliver it to the clubhouse rental liaison (email clubhouse@orchardbrook.org for delivery instructions). Seven to ten days prior to your rental, the clubhouse rental liaison will reach out to you with instructions for the rental. A \$500.00 damage deposit is required for all events. It will be destroyed following a satisfactory post-event walk-through and confirmation of no damage to the premises or additional cleaning charges. For the damage deposit, please deliver a check of \$500.00 payable to "Orchard Brook Home Association". **For the rental fee, please either deliver a check payable to "Orchard Brook Home Association" or use Chase QuickPay / Zelle (email address: orchardbrookbookkeeper@gmail.com).**

Please contact clubhouse@orchardbrook.org if you have any questions regarding this agreement.

I, the undersigned, a resident/homeowner of Orchard Brook in good standing, agree to rent the clubhouse on the above date for the above function and I will be present at all times during the rental period specified. I agree to use the facilities for the specified purpose as noted above and will not use the premises for any other purpose or for any illegal activities.

I agree to tour the clubhouse prior to my event and inspect the contents. Following this inspection or upon beginning the rental in the event that the inspection does not take place, I accept full liability for all cleaning and damages. I agree to clean the clubhouse and to leave the clubhouse clean, swept, mopped, wiped down and all garbage emptied. I understand that supplies including paper towels and garbage bags are not guaranteed and are the renter's responsibility (see below for details).

I understand that there are no grills or fire pits (or flames of any kind) allowed on the deck (balcony) of the clubhouse. I understand that the downstairs of the clubhouse and the swimming pool are not a part of this rental contract and are off limits to guests of the above function. Any unauthorized use of the lower level of the clubhouse and/or swimming pool facilities in conjunction with the above rental function may result in the forfeiture of the rental deposit and the suspension of swimming pool privileges and clubhouse privileges for one year.

I understand that I am responsible for the safety and conduct of my guests and agree that Orchard Brook Home Association (OBHA) is not liable for any damage to the clubhouse and its premises or any injury resulting from the use of the clubhouse and its premises, including, but not limited to, the front walk, parking lot and outdoor deck. I will defend, indemnify, protect and hold harmless OBHA for any and all claims, losses, damages, expenses (including, but not limited to, attorneys' fees and costs, expert witness fees, and insurance deductibles), liabilities, causes of action for injuries to persons or property or for other damages arising out of, at, or in conjunction with my event, function or rental date, except for those directly caused by the gross negligence or willful misconduct of OBHA.

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I understand that if I will be bringing an attraction that increases the risk of injury to guests then I am responsible for obtaining the appropriate insurance. Prior to the function, I will inform OBHA of the intent to bring said attraction and provide proof that the OBHA has been named as an additional insured either on the Certificate of Insurance (COI) for the company supplying the attraction or on a Certificate of Insurance (COI) that I obtain on my own. The liability coverage shall be no less than \$1,000,000. Furthermore, I agree OBHA is not liable for any damage to the clubhouse and its premises or any injury resulting from the use of said attraction. I will defend, indemnify, protect and hold harmless OBHA for any and all claims, losses, damages, expenses (including, but not limited to, attorneys' fees and costs, expert witness fees, and insurance deductibles), liabilities, causes of action for injuries to persons or property or for other damages arising out of use of said attraction.

I understand there is a defibrillator located in the bar of the clubhouse. If there is any damage to the device, I accept the associated financial responsibility.

I understand if I move out of Orchard Brook prior to my clubhouse reservation, the agreement is considered null and void.

ORCHARD BROOK CLUBHOUSE SUPPLIES

We try to maintain a supply of toilet paper, paper towels, hand-soap, and 55-gallon garbage bags. However, at times, and especially when there are multiple or back to back events, these supplies may be depleted. Please walk through the clubhouse prior to your event and be prepared to supply all of your own necessary items. Orchard Brook Home Association is not required to reimburse homeowners for the cost of supplies. The following folding tables and chairs are available at the clubhouse: chairs (69), 6-foot rectangle (8), 8-foot rectangle (3), 5-foot round (15).

ORCHARD BROOK CLUBHOUSE CLEANING AND DAMAGE CHARGES

It is the responsibility of the homeowner renting the clubhouse to clean the clubhouse after the party. There are brooms, a vacuum and mop, as well as a utility sink in the storage room off the kitchen. While the rental fee includes a cleaning fee, it is still the homeowner's responsibility to surface clean and leave the clubhouse in good condition for the cleaning crew to come in and deep clean. The premises must be left as you found it.

If both dumpsters are completely full, homeowners may not leave garbage at the clubhouse. Please bring it to your own garbage cans at your residence. We apologize for this inconvenience, but especially during the pool season, it is easy for the dumpsters to become overloaded and it costs the homeowners association an additional \$250 for each special pickup. Thank you in advance for your cooperation.

Homeowner's/renter's responsibility includes:

- Taking out the garbage
- Throwing out all trash on balcony and outside premises
- Removing all food/beverages from the refrigerator and freezer (including ice bags)
- Cleaning the bathrooms (wipe counters and sinks, clean floors, empty garbage)
- Cleaning the kitchen (wipe counters and sinks, clean floors, empty garbage, clean appliances)
- Vacuuming all carpeting
- Sweeping the rooms with tile and hardwood floors; wet mopping if the floors are sticky
- Returning furniture to the original arrangement, including folding tables and chairs
- Ensuring there is no damage to the defibrillator located in the bar of the clubhouse

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The following charges will be deducted from your security deposit when applicable:

The outside of the building is not picked up (cans, paper cups, broken bottles, debris etc.).	\$20
Kitchen is not cleaned (stove, sink, counters, refrigerator & freezer inside/outside). This includes removing everything you brought in. Do not leave any food, beverages, ice, supplies, paper products, dishware, utensils, pots/pans, foil or plastic products, linens, etc. Please use only water to clean the granite countertops.	\$20
Carpeting and rugs not vacuumed.	\$20
Tables/chairs not wiped down and returned to the closet or storage area where found.	\$20
Bar and sitting areas have food and drink spills, or garbage and debris	\$20
Main hall floors have food and drink spills, or garbage and debris	\$20
Restrooms not left in satisfactory condition.	\$20
All garbage is not placed in dumpster(s) or removed if dumpsters are full. This includes emptying the garbage cans in the bathrooms. There are two dumpsters in the fenced enclosure on the west side of the clubhouse. Garbage should be bagged and completely inside the dumpsters to prevent animals from accessing the waste inside the enclosure. Waste Management does not pick up/dispose of any garbage not in the dumpsters.	\$20
Tape marks or damages to walls from hanging decorations, non-removal of all decorations from the facility	\$20

Any other costs incurred by the OBHA to repair any damage to the clubhouse and its premises or other liabilities caused by the renter and his/her guests. If the security deposit is not sufficient to cover these amounts, the renter shall be liable for them and pay them to the OBHA immediately upon demand. Any additional amounts associated with pursuing collection of these amounts owed, including attorneys fees and costs, shall be paid by the renter.

I have read this Clubhouse Rental Agreement and policies and agree to all terms and conditions therein.

Signature of Renter		Date	
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