

**TOWNHOMES AT HERITAGE CENTER COMMUNITY ASSOCIATION  
CLUBHOUSE RENTAL APPLICATION & AGREEMENT**

**\*Agreement must be made with owner(s) ONLY. Owner is responsible to oversee tenant rental.\***

**DATE:** \_\_\_\_\_

**APPLICANT:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**PHONE(S):** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

*Home*

*Cell*

*Work*

**EVENT DATE:** \_\_\_\_\_

**Owner ( ) Tenant ( )** \_\_\_\_\_

**Unit Owner signature designating approval**

**TIME OF EVENT: FROM** \_\_\_\_\_ **TO** \_\_\_\_\_  
*(no later than 9 p.m.)*

**TYPE OF EVENT:** \_\_\_\_\_ **ATTENDANCE #** \_\_\_\_\_

*(not to exceed 90 people)*

The Townhomes at Heritage Center Community Association Clubhouse Main Floor is available to homeowners for private functions, subject to the availability of the requested date and subject to the Rules and Regulations and conditions set forth below. The applicant agrees to the following terms and conditions regarding the above application for rental of the Heritage Center Clubhouse:

- The Clubhouse Main Floor may be rented only by Unit Owners and Tenants who are at least 21 years of age.
- **The Clubhouse is a non-smoking facility. There is no smoking permitted in the Clubhouse, on the Clubhouse grounds or on the deck.**
- Homeowners shall comply with all established Clubhouse Rules and Regulations, which shall be attached to the Clubhouse Rental Application & Rental Agreement.
- Homeowners may reserve the Clubhouse Main Floor for personal functions only and may not reserve it for outside organizations. No charges or fees may be collected from any invitees. Exceptions to this provision may only be made by the Board upon receipt of a written request describing the nature and purpose of the function.

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- The Clubhouse Main Floor is available on a first-come first-serve basis as long as the date does not conflict with an event planned for the residents of the community by the Association. The Clubhouse can be reserved up to six (6) months in advance. Each household is limited to four (4) weekend functions per calendar year.
- Alcohol sales are prohibited.
- To secure your reservation, you must return this agreement and payment of both the rental fee and the security deposit within ten (10) business days of receiving the agreement. Until these conditions are met, your reservation is **NOT** confirmed. Should your agreement not be returned within ten (10) business days, the hold placed on the date you chose will be released and the clubhouse will become available for another party to rent.
- Rental use of the facilities is limited to the main floor, not the fitness center or the pool and patio, for the time during the event, at the Board's discretion, specified in the application. The Board reserves the right to deny/refuse rental of the clubhouse.
- No music is permitted **OUTSIDE** the main floor.
- The use of open flame candles is prohibited.
- Parking shall be limited to the parking lot at the swimming pool.
- Two separate checks for the Rental Fee of \$200 for up to four (4) hours plus one (1) additional hour for setup and cleanup and Security Deposit of \$500 must accompany the completed Clubhouse Rental Application. Checks shall be made out to "Heritage Center Community Association". There will be an additional fee of \$75 per hour for any time exceeding the four-hour limit, which must be arranged in advance.
- Proof of Homeowner's Insurance must be provided.
- Applicant agrees to indemnify and hold harmless the Heritage Center Community Association, its agents, servants and employees, from and against any and all suits, actions, damages, claims, liability expenses (including court costs) and reasonable attorneys' fees) in connection with the loss of life, bodily or personal injury or property damage suffered, or claimed to have been suffered, by Applicant, their guests, invitees, permittees or any other person or persons, of the facilities of any part thereof.
- The applicant agrees to leave the facilities in the same condition and the furniture set up as it was originally arranged. Furniture must be carried, not dragged or pulled on the floor when being moved.
- All events must be terminated by 9:00 p.m. and cleanup complete by 10:00 p.m.
- Refund of the applicant's security deposit shall be dependent upon the condition of the facilities and shall be made at the discretion of the Heritage Center Community Association as determined by the Board. Violation of any part of this Rental Agreement will result in forfeiture of the entire deposit.

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- If damages exceed the Security Deposit, the Unit Owner will be assessed for the extra costs. If not paid within thirty (30) days, such costs will be applied to the Association Fee Account and will be subject to the same collection procedures as regular Association Fees. The Board reserves the right to determine the extent and cost of repairing any damages.
- Underage drinking (under 21) is strictly prohibited at all times. You are responsible to ensure that there is no consumption of alcohol by minors, and that your guests do not engage in any other illegal activity.
- All activities must be conducted within the confines of the Clubhouse Main Floor.
- Permit Regulations: Occupancy limited to 90 persons.
- The Security Deposit will be returned within five (5) business days following the event. The Security Deposit will not be refunded if:
  - a. There is any damage to furniture or any item in the Clubhouse.
  - b. There are any missing items from the Clubhouse.
  - c. The Clubhouse is not cleaned up properly, as stated below. Any spills, accidents or other cleaning required must be done by the renter at the conclusion of the event.
  - d. There is any type of written complaint from nearby residents in reference to excessive noise during the event.
- The applicant must clean up within one (1) hour of the end of the event, no later than 10:00 p.m. and remove all personal and rented property. The following must be completed:
  - a. Any heavy cleaning of all tables, sinks, countertops, refrigerators, stove and sink.
  - b. Removal of all food from the kitchen.
  - c. Returning of furniture to original placement.
  - d. Removal of all event decorations from the building.
  - e. Heavy cleaning of the bathrooms.
  - f. Trash bags being secured shut.
- Decorations are limited to table decorations ONLY. No tacks, Scotch tape, pins, etc., may be used on the walls, woodwork or ceilings. No loose balloons are permitted. Balloons may only be used in weighted balloon bouquets, to prevent entanglement in ceiling fans. If entangled in ceiling fans, the Association's maintenance contractor will remove them and the applicant's security deposit will be held until a check to reimburse the Association for the cost of the removal is received.
- Pets are not permitted on the Clubhouse property.
- No confetti can be used at events.

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- No barbecue grills may be used on the deck.
- No decorations may be hung from the deck.
- Rental equipment and rental furniture must be removed at the conclusion of the event. The Association is not responsible for any property of owner that is left after a party.
- Please ensure that no personal items are left at the Clubhouse. The Heritage Center Community Association is not responsible for any loss of personal items.
- In the event of an emergency, please call the Emergency Service Number of Continental Property Management (215.750.4895). All costs associated with an emergency call will be charged to the Renter.

**As applicant for rental of the Clubhouse, I (We) understand and agree to comply with the above-mentioned rules, regulations and procedures and accept responsibility for all activities or damages to the Clubhouse or its contents by participants during the rental reservation period.**

**Renter Signature: \_\_\_\_\_ Date: \_\_\_\_\_**

**Renter Signature: \_\_\_\_\_ Date: \_\_\_\_\_**

