Williamsburg Homeowner Association
Clubhouse/Pavilion Reservation and Rental Agreement with Pool Use Privileges

*** The pool may only be rented after 8:00pm***

The Williamsburg Homeowners' Association Clubhouse is available to homeowners for private functions, subject to the availability of the requested date and subject to the rules, regulations and conditions set forth below:

1. Reservations must be made by a "hosting" homeowner who is at least 21 years old. The homeowner completing this reservation request agrees to be the responsible party for complying with all rules, regulations and conditions of this agreement. The hosting Homeowners must be present at the function at all times.

2. Homeowners may reserve the clubhouse for personal functions and non-profit events. 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.

3. The clubhouse is available on a first come first serve basis as long as the date does not conflict with an event planned by the Board. The clubhouse can be reserved up to six months in advance. Each household is limited to four weekend functions per calendar year.

4. Rental Fee:

    a. Clubhouse & Pool: Two Hundred & Fifty Dollars ($250.00)
    b. Additional charge of fifty dollars ($50.00) per hour per lifeguard which is reserved through PENCO

5. Security Deposit: A two hundred-dollar ($200.00) deposit is required to reserve the clubhouse/pool.

6. Insurance Certificate: You will need to supply the association with a certificate of insurance naming the association as an Additional Insured prior to the date of your function. You will need to supply the following information to your insurance company when you ask for the certificate

    Additional Insured: Williamsburg Homeowners Association
    903 Burdette Dr.
    Downingtown, PA 19335

7. Submitting Clubhouse Rental Agreement: You will need to submit a check for the rental fee and the deposit. Please make the check payable to Williamsburg Homeowners Association and submit them along with the completed application and Certificate of Insurance to:

    Williamsburg Homeowners Association
    C/O PENCO Management, Inc.
    P.O. Box 1119
    Chadds Ford, PA 19317

8. Reserving a Date: You may reserve the date for your function verbally, however, to confirm and schedule the date you will need to forward the above information to the Management Office within seven (7) days of the verbal confirmation. If the information is not received then the date will be considered available for rental.

   NOTE: POOL RENTALS NEED ATLEAST 2 WEEKS NOTICE. ANY RENTALS RESERVED WITH LESS THAN 2 WEEKS NOTICE CANNOT RESERVE THE POOL.

9. Keys: Please contact PENCO Management to arrange access to clubhouse/pool at 610-358-5580.

10. Lifeguard Presence:

    a. Renter shall, at all times during the Rental Period, provide and employ at least one life guard from the pool management company or every 25 persons present with the Clubhouse/Pool facilities. Each lifeguard shall possess current lifeguard training, first aid, and CPR certification from the Red Cross or other approved agencies.

    b. Management will contact the pool company to set up pool rental.

    c. All lifeguards working for Renter during the Rental Period must have copies of all required certifications on file with the Property Manager at least seven (7) days prior to commencement of the Rental Period.

    d. No guest is permitted to be at pool without the presence of a lifeguard.

11. Except as expressly provided herein, Renter is entitled to exclusive use of the Clubhouse facilities and services during the date and time indicated above ("Rental Period"). The permitted rental hours for the Clubhouse are between 9:00 a.m. and 11:00 p.m. Sunday through Thursday, and between 9:00 a.m. and 12:00 a.m. on Friday and Saturday. The permitted rental hours for the Pool are between 8:00pm and 10:00pm Sunday through Thursday and between 8:00pm and 11:00pm on Friday and Saturday.

12. Renter acknowledges and agrees that for rentals, which occur during hours, in which the pool area is open for use; there shall be shared use of the Clubhouse restroom facilities, as well as access to the utility closet and cleaning supplies within the Clubhouse by the Association members and pool staff as required for maintaining the pool area. Renter further acknowledges and agrees that there shall be access permitted at any time by the Association property manager, Board of Directors and pool staff as required to respond to emergencies or complaints from neighboring residents concerning activities occurring on the premises.

13. Renter is prohibited from using the Clubhouse for the purpose of conducting any for-profit private, home or commercial business type demonstrations and/or sales activities.

14. Renter agrees to be liable for any damages, losses or injuries of any kind arising out of Renter's use of the Clubhouse. All such losses and damages shall be assessed and collected against the Renter as a charge or assessment against the Renter's unit consistent with the Declaration and applicable law.

15. No Renter or guests will be permitted to occupy the Clubhouse/Pool Facilities unless and until the Base Rental Fee and Security Deposit have been paid.

16. Renter may, but only with the prior express approval of the Association and upon providing the required certifications for the lifeguards, enter the Clubhouse prior to the beginning of the scheduled Rental Period in order to place furniture, decorations or other items inside the Clubhouse/Pool facilities for the scheduled Rental Period. Renter acknowledges and understands that Renter may not exclude other residents from entering the Clubhouse prior to the scheduled Rental Period, and that Renter, and not the Association, will be responsible for any loss, damage or injuries to, caused by or arising in connection with any furnishings, decorations or other items placed by or on behalf of Renter inside the Clubhouse/Pool Facilities prior to the scheduled Rental Period.

17. Renter shall clean the Clubhouse/Pool Facilities in accordance with the published rules and regulations provided to Renter at or prior to the Rental Period. The Clubhouse will be inspected by an agent of the Association following each Rental Period, and the costs of any cleaning required by the agent of the Association shall be charged to the Renter and first deducted from the Security Deposit, with any balance charged to the Renter in accordance with paragraph 3. The Renter cleaning shall be completed on the day of the Rental Period, except when the Rental Period extends to 11:00 p.m. on a Sunday, Monday Tuesday, Wednesday or Thursday, or 12:00 a.m. on a Friday or Saturday, in which case the Renter cleaning must be completed by 9:00 a.m. of the morning following the Rental Period.

18. It shall be Renter's responsibility to inspect the Clubhouse/Pool facilities prior to the Rental Period, and to notify and report to the property manager prior to commencement of the Rental Period any damage, defects or portions of the Clubhouse facilities which have not been cleaned in accordance with the Clubhouse rules and regulations. Renter's failure to notify the property manager prior to commencement of the Rental Period shall be construed and act as a waiver of any right by the Renter to claim that any damage, defect or cleaning which is noted by the Association's agent at the conclusion of the Rental Period existed as of the commencement of the Rental Period.

19. Renter shall remove all furniture, decorations and other items placed by the Renter in the Clubhouse/Pool facilities by the conclusion of the Rental Period or the Renter cleaning, whichever is later.

20. The Association shall be entitled to retain such amount of the Security Deposit necessary to reimburse the Association for any costs incurred for cleaning the Clubhouse/Pool Facilities, trash removal, repairing any damages caused by the Renter or guests, or any other expenses resulting from Renter's use of the premises. All amounts which are not deducted from the Security Deposit will be returned to Renter within 14 days, following inspection of the Clubhouse. No portion of the Security Deposit will be returned until the Rental Check List is completed and returned.

21. The maximum occupancy of the Clubhouse, which is determined by Uwchlan Township, as well as applicable fire and safety rules and regulations, is not to exceed 49 people at any time.

22. Renter shall, at all times during the Rental Period, provide adult supervision for all minors at a minimum ratio of 1 adult to 6 minors under the age of 10 and 1 adult to 10 minors over the age of 10.

23. Renter shall vacate the Clubhouse/Pool facilities promptly at the end of the Rental Period, and shall not loiter within or about the Clubhouse premises or the parking lot.

24. Renter shall comply with all rules and regulations of the Association, to include all rules and regulations governing the use of the Clubhouse/Pool Facilities, and shall comply with the directions and instructions of all officers or agents responsible for the operation and/or security of the Clubhouse/Pool Facilities. The failure or refusal of the Renter or any guest to comply with the foregoing shall be grounds for canceling the Rental Agreement without any obligation for repayment of any portion of the Base Rental Fee, as well as suspending the privileges of the Renter for use of the Clubhouse/Pool facilities as determined by the Association Board of Directors.

25. The Association reserves the right to eject Renter and/or any guests at any time from the facilities if, in the opinion of any officer or agent of the association, the Renter or their guest's use of the facilities poses a danger to the safety of any user of the facilities, any risk of damage to the facilities, or presents a hazard or disruption to the Williamsburg community.

26. Renter shall remain at the Clubhouse/Pool facilities during the entire Rental Period and shall provide adequate supervision at all times.

27. Renter assumes all risks and responsibility for the serving of food, drink, and alcoholic beverages in the clubhouse, including any civil or criminal liability resulting from serving, use, or presence of alcohol at the clubhouse.

28. Renter expressly acknowledges that no alcoholic beverages are permitted outside the clubhouse or inside the pool area at any time.

29. Renter expressly acknowledges they will comply with the Uwchlan Township Noise Ordinance. Any reports of noise violations to Management could result in a fine assessed to the renter and/or loss of security deposit.

Date Requested:		
Time of Function:	From:	To:
Number of Guests:		
Type of Function:		
Homeowner Name:		
Address:		
Telephone Contact:	Day:	Eve:

RENTER SHALL DEFEND, INDEMNIFY AND HOLD THE WILLIAMSBURG HOMEOWNERS ASSOCIATION, ITS MEMBERS, BOARD OF DIRECTORS, OFFICERS, AGENTS, MANAGING AGENTS AND EMPLOYEES HARMLESS FROM AND AGAINST ANY KIND AND ALL LIABILITY, LOSS, CLAIMS, ACTIONS, PROCEEDING, COSTS AND EXPENSES, INCLUDING ATTORNEY'S FEES AND/OR SUBSEQUENT INSURANCE PREMIUM INCREASE OCCASIONED BY THE SAME, MADE AGAINST THE WILLIAMSBURG HOMEOWNERS ASSOCIATION OR ANY OF THEM, BY RENTER OR BY ANY OTHER PERSON ARISING OUT OF, OR RELATING DIRECTLY OR INDIRECTLY TO RENTER'S USE, CUSTODY AND CONTROL OF THE PREMISES, WHICH PERIOD SHALL BE MEASURED AS PROVIDED IN PARAGRAPH 3 OF THIS AGREEMENT.

_____ _____

Homeowner Signature *Date*

I as the Renter have read and accept the attached Clubhouse/Pool Rules _____(Initials Required)

Please return this contract to: Williamsburg HOA
C/O PENCO Management, Inc.
P.O. Box 1119
Chadds Ford, PA 19317

OFFICE USE ONLY

_____ _____

WHOA Board or Agent *Date*

Application, Insurance Certificate and Checks Received	
Lifeguard Certification Received	
Access Cards Issued	
Day and Time Activated For	
Security Deposit Returned	

CLUBHOUSE RESERVATION USAGE RULES

1. All evening activities are to be concluded by 11:00PM (Sunday-Thursday) and 12:00AM (Friday-Saturday).

2. The clubhouse will be clean for your use and must be left in good condition immediately following your use in order to receive the full refund of your deposit. All trash/garbage and recyclable materials must be removed from the clubhouse. Decorations must be removed and discarded. Furniture must be placed back in the closet.

3. Decorations are limited to table decorations ONLY. Please refrain from affixing or attaching in any manner, banners, posters, balloons, pictures, etc. to any walls in the clubhouse. Any damage to painted surfaces may result in forfeiture of a portion or all of your security deposit.

4. **Please turn off all appliances and lights close and lock all windows and doors.**

5. Occupancy is limited to 49 persons, per Fire Marshall Code.

6. Parking for guests is provided in the clubhouse parking area only.

7. The clubhouse is a **non-smoking** facility.

8. Pets are not permitted on the clubhouse property.

9. You are responsible to ensure that there is no consumption of alcoholic beverages by minors, and that your guests do not engage in any other illegal activity.

10. All food and beverage must be removed at the end of you event.

11. Table covers should be used at all times.

12. Your guests are strictly prohibited from entering and using the pool, failure to adhere to this rule may jeopardize future clubhouse/pool privileges. This rule does not apply to renters renting the pool after 8:00pm, but the renter and guest may not use the pool area prior to 8:00pm.

13. Please ensure that no personal items are left at the clubhouse. The Williamsburg Homeowners Association is not responsible for any loss of personal items.

Williamsburg HOA Pool Rules

No one is permitted in the pool unless a lifeguard is on duty. Violators will be prosecuted by the Township Police.

All persons, including children, using the facility do so at their own risk. The management and/or Association will not be responsible for any accident due to a person's own negligence.

Each resident must register, sign in, and present his or her badge upon entry to the pool area.

Each guest must present a guest pass for admittance to the pool and must be accompanied by a member. Guest passes must be purchased through the management office in advance. Lifeguards are not permitted to accept money at the pool.

Anyone under the age of thirteen (13**)** must be accompanied by a resident over the age of **EIGHTEEN (18)**. All 13 year olds who wish to visit the pool without adult supervision are required to pass a swimming test administered by the lifeguard.

Alcoholic beverages are prohibited at all times anywhere inside the fence of the pool areas.

The Association will not be responsible for the loss of jewelry, valuables, clothing or other property in or around the pool.

Each person will be liable for damages caused through their own negligence or carelessness.

Non-qualified swimmers are not allowed in deep water.

Swimmers wearing any type of floatation device must remain in shallow water and be within arm's length of an adult.

Life rafts, inner tubes, toys, games, or other such objects are only permitted in the main pool with the prior consent of the lifeguard, and consent may be revoked at any time.

Children who are not potty trained must wear swim diapers.

All injuries must be reported to either the lifeguard or management at once.

Glass or glass containers are not allowed in the pool area.

No running, throwing, pushing, wrestling, dunking, rough play, etc., is permitted in the pool area.

All trash must be deposited in the trash receptacles.

Cigarettes and other inflammables must be extinguished before entering the pool area. **NO SMOKING IN THE BATHROOMS. ANYONE CAUGHT VIOLATING THIS RULE WILL BE EXPELLED FROM THE POOL!**

Smoking is prohibited within the entire pool/baby pool area.
Radios or portable TV's will be permitted only if they are not disturbing to others.

Pets are not permitted in the pool area.

All persons must leave the pool when the whistle is sounded.

All residents and guest must observe these rules and regulations with the understanding that they are created for their own safety.

The decision of the lifeguard regarding the pool area rules is final. Anyone disregarding pool regulations may be suspended from the pool area. Further violations or serious misconduct will be reported to the Board of Directors for action.

Anyone not observing the Rules and Regulations can be expelled at the sole discretion of Management or the Board and be barred from the facilities.