

**FACILITIES RENTAL AGREEMENT
LAKE LATONKA PROPERTY OWNERS ASSOCIATION
420 LATONKA DRIVE MERCER, PA 16137
TELEPHONE 724-475-4715
FACSIMILE 724-475-4932**

DATE _____

NAME _____ (LESSEE)

CONTACT PERSON IF OTHER THAN ABOVE _____

ADDRESS _____

TELEPHONE NUMBER _____ CELL _____

RENTAL DATE _____ SET-UP DATE _____

RENTAL TIME IN _____ RENTAL TIME **12 MIDNIGHT FOR MUSIC/ 1:00AM**
DEPARTURE

TYPE OF EVENT _____

THE LESSEE SHALL PAY TO THE LESSOR THE SUM OF \$ _____ .00 DOLLARS BEING
HEREINAFTER REFERRED TO A "DEPOSIT AMOUNT." IN THE EVENT THE RESERVATION IS
CANCELLED BY THE LESSEE **WITHOUT 10 (TEN) DAYS PRIOR WRITTEN NOTICE**, THE DEPOSIT
AMOUNT SHALL BE RETAINED BY THE LLPOA AS LIQUADATED DAMAGES.

THE TOTAL SUM FOR THE AFERMENTIONED EVENT WILL BE \$ _____ TO BE PAID IN
FULL 10 (TEN) DAYS PRIOR TO THEIR EVENT. THE KEY WILL BE AVAILABLE ONCE THE FULL
BALANCE DUE IS PAID AND NO EARLIER THAN THE BUSINESS DAY BEFORE THE RENTAL.

EARLY SET-UP: If set-up and or decoration time is needed the day before the event (providing
the facilities are not rented) the facilities will be available for such activity between the hours
of **3:00 to 7:00 PM (THIS TIME IS NON-NEGOTIOABLE)** for a fee of \$ _____.

Member signature: _____

Renter if other than member – signature: _____

MANDATORY SIGNATURE INDICATES THIS TIME FRAME IS NON-NEGOTIABLE

INSPECTION AND RETURN OF SECURITY DEPOSIT: After inspection of the facilities by a representative of the LLPOA and the facilities are found to be in acceptable condition i.e. clean, trash removed, furnishings returned to proper location, tables clean and free of debris and no damages noted, the security deposit will be returned to the LESSEE within seven (7) days via USPS. In the event any discrepancy is found with the facilities after the rental, the LESSEE will be notified of the discrepancy and will be required to rectify the discrepancy. Should the LESSEE fail to remedy the discrepancy within 24 hours, the security deposit will be forfeited. Further if the cost of rectifying the discrepancy is greater than the security deposit, the LESSEE will be invoiced for the necessary repairs. In the event the security deposit is greater than the expense of the repair(s) the balance of the security deposit after payment of the repairs will be returned to the LESSEE. Failure to comply with this stipulation will result in action permitted under the LLPOA By-Laws Rules and Regulations.

VACATING THE PREMISES INCLUDING MUSIC/LOUD NOISE: The rental of all facilities terminates at 1:00 AM including cleaning of the facility. Any music or excessive noise must terminate at 12:00 midnight. Failure to terminate music or excessive loud noise at 12:00midnight and failure to vacate the premises by 1:00AM will result in additional charges being levied and/or forfeiture of the security deposit.

CONDUCT: The Lessee agrees that he/she will control the actions of their guests regarding the consequences associated with the dispensing and use of alcoholic beverages. Further, the lessee is responsible for any damages that result from the conduct of guests including damages to all premises and property of the LLPOA. All facilities are located in a residential setting and therefore excessively loud or unruly conduct will result in immediate termination of the event by security and also forfeiture of the entire security deposit.

CLEANUP: The Lessee is responsible for all cleanup including and not limited to the following; Vacuum cleaning of all carpeted areas, sweeping floors, removal of all trash, washing off all tables and chairs, returning all furnishings to the proper location and arrangement as found, cleaning of kitchen and kitchen equipment, cleaning of restrooms, removal of trash bags in all waste containers and cleaning of any exterior grounds associated with the rental of facilities. (Parking Lots, picnic shelters etc.) **CLEAN UP MUST BE COMPLETED PRIOR TO LEAVING THE PREMISES – WHICH IS 1:00 AM AND ANYTHING LEFT AT THE RENTAL SITE, LLPOA IS NOT RESPONSIBLE FOR. TRASH IS TO BE NEATLY LEFT OUTSIDE THE RENTAL PREMISES AREA AND LLPOA SECURITY WILL REMOVE BAGS AND PLACE THEM IN THE PROPER TRASH RECEPTACLE.**

Clean-Up Tasks include at minimum the following;

Floors Swept
Lights Off

Spills Wiped Up
Furniture repositioned

Doors locked

Table tops washed

No property damage

Garbage bags placed NEATLY outside door

Key returned to office or representative

RESTRICTIONS: ALL FACILITIES ARE DESIGNATED AS NON-SMOKING

ALL FACILITIES ARE RENTED IN AN "AS IS" CONDITION. ALL LESSEES ARE ENCOURAGED TO INSPECT ALL FACILITIES PRIOR TO SIGNING THIS AGREEMENT.

WALL HANGINGS MAY NOT BE REMOVED FROM ANY WALLS OR OTHER LOCATIONS

LESSEE MUST PROVIDE ADDITIONAL TRASH BAGS. ALL TRASH CONTAINERS WILL HAVE AT LEAST ONE LINER INSTALLED PRIOR TO THE RENTAL. BASIC CLEANING SUPPLIES WILL BE PROVIDED FOR CLEAN-UP AFTER THE EVENT.

BARN RENTALS: PRIOR TO THE BARN BEING RENTED OU THE PARTY MUST TAKE A LOOK AT IT. THERE IS NO AIR CONDITIONING, NO HEAT, THERE ARE ENOUGH TABLES AND CHAIRS TO ACCOMMODATE 100 GUESTS ON THE TOP LEVEL AND 100 GUESTS ON THE BOTTOM LEVEL. THE TABLES AND CHAIRS ARE OF BARN QUALITY – NOTHING FANCY, PICNIC TABLES ARE PROVIDED FOR THE LOWER LEVEL. THE LIGHTING IS SUFFICIENT FOR AN EVENT, THE STAGE CANNOT BE USED AS PART OF THE RENTAL AND CANNOT BE REMOVED, IT CAN HOWEBVER BE COVERED UP IF NECESSARY (AT RENTER'S EXPENSE). PLEASE KEEP IN MIND THE "BARN IS A BARN".

MY SIGNATURE (MEMBER) INDICATES I UNDERSTAND ALL OF THE ABOVE WHILE RENTING OUT THE BARN: RENTAL SIGNATURE(S)

MEMBER: _____

The Lessee shall be responsible for all persons who attend the function and shall ensure that all persons act in an orderly, responsible and safe manner. The LLPOA retains the right to terminate the event or expel any person or persons who are deemed to be unruly, unsafe, or acting with dangerous behavior or who are in violation of any other clause of the contract. The LLPOA member acting as a sponsor of another party renting the facility will be equally responsible for any violations as noted in any other clause of this contract.

In consideration of the leasing of the premises of the LLPOA to the undersigned, the undersigned hereby agrees to protect, defend, indemnify, and hold harmless, the LLPOA , its employees, agents, members and Directors from and against any and all costs, expenses (including reasonable attorney's fees), liabilities, losses, damages, suits, actions, fines, penalties, claims or demands of any kind arising out of or in any way connected with, and the LLPOA shall not be liable to Lessee on account of (i) any failure by Lessee to perform any agreements, terms, covenants or conditions of the lease required to be performed by Lessee,

(ii) any failure by Lessee to comply with Governmental Rules, (iii) any act or omission of Lessee or any of its servants, employees, agents, contractors, invitees or licensees, (iv) any accidents, death or personal injury occurring in, on or about the Premises indicated in this agreement.

Name of LESEE (print) _____ Signature _____

Address _____

Telephone _____ Alternate Telephone # _____

Name of Sponsor (if applicable) _____

Phone Number of Sponsor _____ Signature _____

****IF A MEMBER IS SPONSORING A RENTAL FOR AN INDIVIDUAL LIVING OUTSIDE THE COMMUNITY PAYMENT FOR SAID RENTAL MUST BE MADE BY THE MEMBER. (REIMBURSEMENT FROM NON MEMBER IS BETWEEN THE TWO (2) PARTIES.**

For the LLPOA:
(Print) _____ Signature _____ Date _____

****MEMBER SIGNS WHETHER RENTAL IS FOR THEMSELVES OR SPONSORING ANOTHER.**