

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this date _____, by and between the Oakmont Commons Homeowners Association, a non-profit corporation of the Commonwealth of Pennsylvania, of the Borough of Oakmont Allegheny County, Pennsylvania, as the "Lessor,"

AND

_____, the Association Member, as the "Leasing Parties" whose address is _____, and telephone number is _____.

WITNESSETH:

1. The Oakmont Commons Homeowners Association does hereby lease, and the Leasing Parties do hereby accept for rental, the Clubhouse of the Oakmont Commons, for the date(s) of _____ and for the purpose of _____ and for no other purpose, for the total charge of \$75.00 plus a refundable cleaning and damage deposit of \$100.00. (separate checks please) Approximately _____ guests are expected.
2. The leasing parties understand and agree that there shall be no public document intended for the solicitation of paid attendance which make reference to the Oakmont Commons, either as to location, address or Leasing Parties visiting the leased premises, parking area, or plumbing facilities or be in, on, or about the same where such loss, injury death or damage may be caused by and in any way result from or arise out of any act omission or negligence of Leasing Parties or Leasing Parties visitors.
3. Lessor shall not be liable for any loss, injury, death or damage to persons or property which at any time may be suffered or sustained by Leasing Parties visiting the leased premises, parking area, or plumbing facilities or be in, on, or about the same where such loss, injury death or damage may be caused by and in any way result from or arise out of any act omission or negligence of Leasing Parties or Leasing Parties visitors.
4. The Leasing Parties hereby acknowledge that they shall utilize the leased premises solely for the purpose stated; that they are to provide proper supervision including but not limited to lifeguards with appropriate water safety instruction certificates; and that Lessor has no duty to surveil or review the activities of the Leasing Parties, their agents of their visitors.

5. The Leasing Parties jointly and severally do hereby agree to hold harmless, the Oakmont Commons Homeowners Association from any claim or demand which may be made arising out of, or by reason of any cause whatsoever, from the use of the premises and shall indemnify the Oakmont Commons Homeowners Association from any liability to any person for injury or property damage.
6. The Leasing Parties at their own expense, at all times during the term of the Lease shall maintain and enforce a policy or policies of insurance which will insure Lessor against liability for injury to or death of a person or loss of damage to property occurring in or about the demised premises including parking lot and plumbing facilities.
7. Leasing Parties are responsible at their own expense for any and all damage done to the Clubhouse and/or Pool area, including but not limited to: furniture, carpet, appliances, pool cover, etc. See attached Clubhouse/Pool rental information for specifics. Leasing party is responsible for cleaning up after their use of the space. Any trash is to be removed and disposed of at the home of the leasing party, not left behind at the clubhouse. A \$50 fee will be withheld if trash is left at the clubhouse.
8. The Leasing Parties and guest(s) agree to be out of the Clubhouse by Midnight and Lessee or guest(s) are not permitted to occupy the Clubhouse for over night lodging.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seal.

WITNESS:

OAKMONT COMMONS HOMEOWNERS
ASSOCIATION

BY: _____
Association Member Leasing Clubhouse

WITNESS:

_____(SEAL)
ASSOCIATION OFFICIAL

DATE KEY RECEIVED: _____

initial: _____

DATE KEY RETURNED: _____

initial: _____

DATE DEPOSIT RETURNED: _____

initial: _____

OAKMONT COMMONS HOMEOWNERS ASSOCIATION CLUBHOUSE / POOL RENTAL INFORMATION

Thank you for your interest in using the Clubhouse / Pool for your event. To ensure your safety and housekeeping of the property, please follow the guidelines below. Your cooperation will be appreciated.

Rental Schedule:

- The Clubhouse is available for rental seven days a week until Midnight
- The hours for the Pool Rental during the summer season are from 8 pm to 10 pm. A **certified** lifeguard must be present.

Rental Fees:

- Clubhouse rental fees: \$75.00 Friday, Saturday, Sunday and Holidays; \$35.00 Monday – Thursday weekday rate (except holidays); with a refundable cleaning and damage deposit of \$100.00. If the pool is being rented a mandatory lifeguard must be present and paid at your own expense. Pool rental is \$75.00.
- The deposit will be refunded provided the Clubhouse check list has been completed and approved by OCHA Manager or Associated Member.

Renters:

- To reserve a date, renters can call the OCHA manager Holly Santelli, Acri Commercial Realty Inc. at 412 / 459-0111x103.
- Lease Agreements must be signed and fees paid (5) days prior to rental date.
- The key to the clubhouse will be distributed by an OCHA designate, who will contact the homeowner in advance to make arrangements.
- Before leaving the clubhouse, check all doors to make sure they are locked and leave the key on the kitchen counter.
- Trash must be taken home with the renter. A \$50 fee will be withheld for trash left behind.
- The clubhouse must be cleaned and restored to its original appearance on or before Midnight. A cleaning checklist is posted on the refrigerator.
- A \$30.00 fee will be deducted from deposit for every 30 minutes that the party continues past Midnight.
- Music is to be kept at a low volume in order to respect the privacy rights of the neighbors. Speakers are to be kept inside the Clubhouse.
- Tables are to be broken down and stored and chairs are to be stacked.
- No Renter(s) or Guest(s) are to spend the night in the Clubhouse, or the Deposit will be automatically forfeited.
- No smoking is permitted in the Clubhouse or Pool area. Smokers may smoke in the smoking area outside the front of the clubhouse. Please discard butts in the receptacle provided.

Rental Regulations:

- Rental date must be scheduled with the OCHA Office staff at least one week in advanced of the date and the intention of the rental.
- Payment and signing of the Rental Agreement must be completed prior to party date.
- Request for cancellation must be made at least 24 hours prior to schedule date.
- If Pool use is not prearranged, the Pool will be closed for swimming and OCHA will not assume any liability for unauthorized use. The Pool will be closed at Normal Pool Closing Time.
- Rental of the Clubhouse and/or Pool is limited to members of Oakmont Commons Homeowners Association. The Clubhouse and Pool are not available to commercial or non-member rental use.
- The member of Oakmont Commons Homeowners Association renting the clubhouse must be present.
- Renters are responsible at their own expense for any and all damage done to the Clubhouse and/or Pool area, including but not limited to, furniture, (Clubhouse and Pool), carpet, appliances, Pool cover, etc.

Revised May 2008/November 2009
Rates are subject to change without notice.