

**HIGH KNOB CLUBHOUSE
LEASE AGREEMENT**

This Lease, made this ____ day of _____, 20__, between the High Knob Owners' Association Inc. Board of Directors (Lessor) and:

Name (Lessee): _____

Lessee's Address: _____

Phone Number: _____ **Number of occupants:** _____

Type of Function: _____

Date and Time of Function: _____

Terms:

1. Assign, sublet and use. The High Knob Clubhouse may be leased to High Knob Association Owners in good standing. The Lessee listed above covenants that they will not assign this lease to another user without written permission of Lessor, and they will not permit the premises to be used for any disorderly or unlawful purpose.

2. Fees. The fee for a **one-event use is \$50.00, and is not refundable.** One event will not exceed a period of 8 hours, without prior approval of the Lessor. This fee must be mailed or given to HKOAI Office in advance of the date of the event.

For an additional \$10.00 fee, up to 25 guests may use the swimming pool during the event. Lessee must register guests with the monitor at time of entry to the pool. An additional \$1.00 for each additional 5 guests will be charged. Lessee must be a registered user of the pool in order for their guests to be admitted to the pool.

- Both Lessor and Lessee agree that a security deposit of One Hundred Dollars (\$100.00) will be held by the HKOAI Treasurer as security to insure the full and faithful performance of this Lease.
- Separate checks for the Lease Fee and the Security Deposit must be paid when this Lease Agreement is signed, which must be in advance of the date of the event. (The clubhouse will not be held without signed agreement and fee and deposit payment for more than 48 hours after contact with HK office.)
- In the event the Lessee fails to comply with any term, provision, or condition of this Lease, the deposit may be retained in full or in part.
- The deposit will be returned to the Lessee only after the Lessee has faithfully performed his/her obligations in accordance with this Lease and the Rules for Use of the Clubhouse, after the HKOAI Board of Directors has completed a satisfactory inspection either by the Facilities Committee Chair or assigned agent, and after any additional costs for repairs or corrections are deducted from the deposit, if necessary.
- It is expressly understood that the application of the security deposit will not be the sole remedy in the event that the amount of damages suffered exceeds the deposit. Should costs of repairs, replacements, or other damages exceed the deposit, Lessee shall pay for such excess costs. Should court proceedings be necessary in order to collect additional fees, it is agreed that Lessee shall pay for all attorney's fees and courts costs incurred in conjunction with these proceedings.

3. Lessee's Responsibilities:

Occupancy Levels: Pursuant to local fire department occupancy code, it is understood and agreed that occupancy of the premises shall be limited to 123 people at one time. Lessee agrees to abide by these fire safety regulations by strictly controlling the number

of guests in attendance at one time. Any breach of this provision shall be sufficient cause for the Lessee and guests to be vacated from the premises either by fire department officials or designees of the Lessor.

Door Key: lessee will be responsible for picking up a Clubhouse door key from the High knob office and returning the key to same during normal business hours. Loss of the door key will result in an addition \$50.00 charge to pay for a change of lock and distribution of new keys to authorized Association members.

Securing Premises: At the conclusion of the event, Lessee will be responsible for locking all exterior doors and otherwise securing the Clubhouse Facility. All lights, fans and cooking equipment shall be turned off. Air conditioning units will be turned off; heating elements will be turned back to 55 degrees.

Maintenance of Premises: The Clubhouse facility and exterior must be left clean and all trash and recyclables removed from the premises. Lessee further agrees to keep the premises in good order and condition during use, including indoor facility, grounds, patio, stairs, and parking area. Pool Facilities are not included in this lease Agreement. There is a strict **No Smoking policy** in the Clubhouse.

No deep fat frying. Kitchen equipment shall be left clean and free of grease or spills. All supplies for the event covered by this lease shall be provided by Lessee and removed from the premises at the conclusion of the event.

Repairs and Replacements: Lessee agrees to replace or repair missing or damaged equipment or furnishings caused by Lessee or Lessee's guests, pets, trades people or servants. If lessee uses any items stored in the refrigerator (beer, soda, wine, ice, food) or in kitchen cabinets (paper goods, plastic ware, cups, trays, etc.), these items must immediately be replaced with comparable items.

Cleaning Fees: lessee further agrees to pay for cleaning or trash removal above normal use and wear and tear when the Lessee's event is concluded.

Prompt Notice of Defects: It is further agreed that the Lessee will give the HKOAI Board of Directors prompt notice of any defects, leaks or breakage in the equipment, furnishings, fixtures, or structure of the Clubhouse Facility. Report of defects may be made at the High Knob office or by calling 540-635-6086 or High Knob Utilities, Inc., at 540-635-6131

Alterations/Decorations: Lessee shall not make any alterations or additions to the premises, except to move furnishings within the Party Room area to accommodate guests. However, the pool table shall not be moved. Decorations may be hung with removable tape and any residue from the tape will be cleaned away by Lessee at the conclusion of the event. Lessee shall not drive nails or other devices into the walls, woodwork, flooring or furnishings. All decorations shall be removed at the conclusion of the event.

No Signs May Be Posted: No signs may be posted to guide guests to the clubhouse. A map may be obtained from the office or downloaded from www.hkoai.org for distribution to your guests.

Plumbing Repairs: It is further agreed that in the event any plumbing of the premises is obstructed due to the negligence of the Lessee, Lessee's guests, servants, employees, etc., the cost for the clearing of such obstruction shall be paid by the Lessee. Immediate repairs may be arranged by calling High Knob Utilities, Inc., at 540-635-6131.

Noise Levels: Lessee agrees to comply with all applicable Federal, State and Local laws, ordinances and regulations while using the Clubhouse Party Facility. Lessee agrees to abide by the Warren County regulations governing noise levels and by the HKOAI Covenants regarding disturbing noises. Every effort shall be exercised to insure High Knob residents are not disturbed by the event covered by this Lease.

Liability Insurance: The HKOAI maintains liability insurance on the Clubhouse premises; however, it is agreed that the Lessee will not do, suffer, or permit anything to be done upon the premises that is not reasonable or which may contravene the policy of insurance against loss by fire or increase the fire insurance rate. Lessee further agrees to assume liability for guests' accidents or injuries.

The Lessee acknowledges that all of the Lessee's personal property or that which belongs to others placed at the Clubhouse at the invitation of or with the consent of the Lessee shall be at the Lessee's risk.

Allowing Access: It is further agreed that the Lessee will allow the Lessor or its agent to have access to the Clubhouse premises at any reasonable time for the purpose of inspection or in the event of fire or other property damage occurring during the event named in this Lease, or for the purpose of making repairs that the Board or Agent considers necessary or desirable.

4. Lessor's and/or Agent's Responsibilities:

Inspection of Premises: The Lessor and/or Agent will promptly inspect the premises following the event covered by this Lease. Should damages be found which will result in a deduction from the Lessee's security deposit, the inspector will provide a written list of damages to the Lessee within 10 days after the Lessee's event has concluded.

Maintenance Problem: Should a maintenance problem occur within the premises during the Lessee's event, and the repair cannot wait until normal business hours, the High Knob Staff will arrange for a repair in a reasonable amount of time.

Act of God: If, during the event, the premises are destroyed or rendered unusable by fire, act of God, act of nature, act of public enemies, or accident or other act which is not caused by the lessee or guests, servants, employees, the terms of this Lease shall immediately terminate and the Lessee will be reimbursed all fees paid. If, however, premises are only partially affected or damaged and the Lessor or its agent decides to repair same during the event, such repairs shall be made without unreasonable delay, and this Lease shall remain in full force and effect without any abatement of rental fee.

Personal Injuries: Neither High Knob Owners' Association, Inc., High Knob Utilities, Inc., nor the Facilities Committee shall be held liable for any personal injuries occurring during this event.

5. Fees: The Lessor or Agent hereby acknowledges receipt of a Rental Fee in the amount of \$ _____ and further acknowledges receipt of a Security Deposit \$ _____.

6. Signatures:

Lessee: _____ **Date:** _____

Lessee: _____ **Date:** _____

HKOAI Representative: _____ **Date:** _____

Title: _____