LPPOA NON-MEMBER RENTAL AGREEMENT

The parties agree as follows:

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| --- | --- |
| Date of this agreement: |  |

Lake Purdy Property Owners' Association (hereinafter “LPPOA”)
33 Lake Way, Purdys, NY 10578

|  |  |
| --- | --- |
| Renter: |  |
| Address: |  |

The term of this rental agreement shall be for the duration of the event specified below.

The premises covered by this rental agreement shall be the structure known as 33 Lake Way, Purdys, NY 10578 (hereinafter “Clubhouse”). The areas adjacent to the Clubhouse (exclusive of ingress and egress) are not part of this rental agreement and may not be used by the Renter or the Renter's guests. These areas include, but are not limited to the field to the East of the Clubhouse, and the Lake and Beach to the West of the Clubhouse.

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| The Renter agrees to use the Clubhouse for a(n) |  | and for that purpose only. |

|  |  |
| --- | --- |
| Date of Rental: |  |

The rent is **$350** payable in cash, check, venmo, or squareup at least 48 hours prior to the event.

The renter has supplied **$350 as a security deposit**, by check. If Renter fully complies with all the terms of this rental agreement, and particularly the Non-Member Rental Rules annexed hereto (including the additional terms), LPPOA will return the security deposit following an inspection of the Clubhouse after the term ends. If Renter does not fully comply with the terms of this rental agreement, LPPOA shall be entitled to retain the security deposit, and LPPOA may use the security deposit to pay amounts owed by the Renter, including damages. In the event that the security deposit shall not be sufficient to pay for the cost of repairs necessitated by damage caused during Renter’s rental term, LPPOA reserves all rights to recover additional costs it incurs from Renter.

**\*\*COVID- 19 Guidelines\*\***

The Westchester and NYS Departments of Health and CDC continue to update COVID related safety guidelines to maintain a safe environment for large group gatherings.

* As a Renter of the LPPOA, you will take on the role of Responsible Party and follow the guidelines in order to keep your guests safe. LPPOA will not take on any responsibility as far as guidelines not being followed at your gathering.
* LPPOA will not incur any fines that may come about from your gathering.
* Hand sanitizer is provided so all guests can sanitize as needed.
* Windows can be opened to improve ventilation within the Clubhouse.

Please use the link below to find the current CDC recommendations for large gatherings and mask recommendations. By signing this rental agreement, you confirm your knowledge of the precautions that should be taken to ensure the safety of all attendees.

<https://www.cdc.gov/coronavirus/2019-ncov/vaccines/fully-vaccinated-guidance.html>

<https://www.cdc.gov/coronavirus/2019-ncov/your-health/large-gatherings.html>

It is the expectation of the LPPOA that all renters adhere to the CDC guidelines.

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Renter must keep and at the end of the term return the Clubhouse and all appliances, equipment, furniture, furnishings, and other property clean and in good order. Renter must not alter, permanently decorate, change, add, or otherwise modify the Clubhouse.

Renter may cook only in the areas specially set aside by LPPOA for cooking.

Renter shall keep the grounds neat and clean. Vehicles may be parked in designated areas only.

Renter must give the LPPOA Rental Chairperson immediate notice in case of fire or other damage to the Clubhouse.

LPPOA shall not be liable for injury or damage to Renter or to any person who uses or is on the premises, or be liable for damage to property during the term of this rental agreement. Renter is responsible for all acts of Renters' family, employees and persons Renter invites on the premises.

Renter may not assign this rental agreement or permit any other person to use the Clubhouse.

If any provision of this rental agreement is determined to be unenforceable for any reason,, that provision shall be severed from the remaining provisions and shall not affect the validity and enforceability of those remaining provisions.

LPPOA’s failure to enforce any provision or provisions of this rental agreement shall not prevent LPPOA from enforcing such provisions at a later date.

LPPOA agrees that if Renter pays the rent under this rental agreement, Renter may peaceably and quietly have, hold and enjoy the Clubhouse for the term of this rental agreement.

This rental agreement can be changed only by an agreement in writing signed by the parties to the rental agreement.

The parties have entered into this rental agreement on the date first above stated.

By signing below the Renter confirms they have read and will follow all COVID-19 guidelines as stated above and as established by the county and state Departments of Health and CDC.

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| LPPOA Rental Chairperson: | Corinn Gorman-Bahr |
| Renter: |  |

**Lake Purdy Property Owners Association**

Member Rental Rules and Checklist

The clubhouse shall be left as clean (if not cleaner) than you found it. The Renter and LPPOA Rental Chairperson shall conduct a pre-inspection when picking up the key and a post-rental inspection after the Renter has cleaned the clubhouse. This is a prerequisite to having the Renter’s security deposit returned.

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| --- | --- | --- |
| Pre-Rental | Description | Post-Rental |
|  | Remove all decorations. |  |
|  | Remove all food from the refrigerator/freezer and clean thoroughly. |  |
|  | Clean bathrooms |  |
|  | Check bar area - clean sink if used. |  |
|  | Wipe down all counter tops, bar, and sinks |  |
|  | Clean stoves and make sure dials are in the off position |  |
|  | Wipe down tables |  |
|  | Neatly stack all tables and chairs in storage area |  |
|  | Sweep & mop all floors (upstairs and downstairs) |  |
|  | Remove all garbage (upstairs and downstairs) to the storage container outside of clubhouse |  |
|  | Lower thermostat to 55F |  |
|  | Check, close, and lock all windows and doors (upstairs and downstairs) |  |
|  | Check and close all lights (upstairs and downstairs)  |  |
|  | Return key to Rental Chairperson on or before next calendar day |  |

Additional Terms:

1. No swimming without retaining service of a certified lifeguard. One lifeguard is required for every 10 children under 12 years old, and must be present if anyone is in the lake. No swimming allowed if the lifeguard is off-duty.
2. Renter must be present during rental.
3. The rental event shall end by 11PM; cleanup may continue thereafter.
4. The Clubhouse is in a residential area. Be considerate of our neighbors. Be as quiet as possible when leaving your party. No shouting to friends as they leave, no blowing horns, no slamming car doors, etc.
5. All children and teens must be supervised and chaperoned. There must be a 1 - 10 ratio of adult chaperones at teen parties. It is strongly recommended that one additional chaperone be stationed in the downstairs area near the bathrooms and the back door.
6. The downstairs back door must remain closed at all times during teen parties.
7. Dump mop bucket water into storm drain to right of front door, NOT down the sink.

\*WE RECOMMEND YOU BRING DRINKING WATER FOR YOU AND YOUR GUESTS\*\*

**\*\*DEPOSIT TO BE RETURNED WHEN ALL TASKS ARE PERFORMED AND IF RENTAL RULES WERE FOLLOWED TO THE SATISFACTION OF LPPOA RENTAL CHAIRPERSON.**

**\*RETURN KEY TO RENTAL CHAIRPERSON ON OR BEFORE THE NEXT CALENDAR DAY\***

I, the Renter, agree to perform the above procedures and adhere to the above rules and terms as listed for my clubhouse rental on: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Renter: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

LPPOA Rental Chairperson: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_