

**COLDWATER CROSSING MASTER ASSOCIATION  
CLUBHOUSE RESERVATION**

**PLEASE READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING THIS FORM**

1.) Reservation of the clubhouse facilities is limited to only homeowner's in the community or Association sponsored events. No family members, guests, employees, or anyone not currently on the deed of ownership to a unit in the community will be permitted to reserve the clubhouse facilities with the exception of Pulte sponsored events.---- **Non-resident owners shall not have the privilege to rent the clubhouse or its facilities while the home or unit is being rented. Persons who are currently renting a home at the Coldwater Crossing community are not permitted to lease the clubhouse facilities unless their Landlord (current owner of records for the leased unit) performs the reservation for them. In such cases the Landlord of such unit shall agree to be bound to all terms and conditions of this lease agreement and shall assume all financial and liable responsibilities for the clubhouse facilities during this event period.**

2.) Homeowners wishing to reserve the clubhouse facilities must first contact Sarah Hash of Danella Realty (Management Company) at [shash@danellarealty.com](mailto:shash@danellarealty.com) to obtain a lease agreement and tentatively reserve the date of their event. **Homeowners are urged to tentatively reserve their date at least Forty-five (45) days in advance in order to take into account all required mailing days necessary for your lease agreement to reach you and to be returned to the management office.** Each reservation must be accompanied by a completed lease form, a security deposit check of \$400.00 and a \$75.00 check for partial payment of reservation fee. Two (2) separate checks payable to Coldwater Crossing Master Association should be included.

Each calendar date shall be one reservation date, anyone wishing to reserve more than one calendar day must supply a separate and complete lease agreement and all applicable deposits and fees. There will be a maximum of six (6) rentals per calendar year per home permitted. Failure to pre-register your event date may result in the date you wish to reserve not being available. Management, Facilities Committee, Board and the Association assume no responsibility for the desired date not being available.

3.) **Homeowners are required to return the completed lease agreement and all required fees (as outlined below) at least twenty (20) days in advance of the reservation date,** to assure that the date is permanently reserved and that the administrative fee clears the bank. Failure to return your completed lease agreement and all required fees and deposits within this time frame may result in your event date not being reserved. Management, Facilities Committee, Board and the Association assume no responsibility for the desired date not being available.

4.) Upon your receipt of the lease agreement, read it through fully and contact the management office with any questions you may have. You are not permitted to change, add to, or delete anything from the lease agreement. Any agreement returned with amendments made to it will be rendered void, the requested date will not be held, and only the security deposit will be refunded. A cancellation fee of \$75 will be assessed.

5.) All fees due with the completed lease agreement - The following fees will be required along with the properly completed lease agreement in **only** such funds and forms as outlined below:

**Security Deposit:** A refundable security deposit in the amount of **\$400.00** will be required along with every completed lease agreement. The security deposit is to be in the form of a

**personal check or money order made payable to Coldwater Crossing Master Association.** Based on the condition of the post inspection the security deposit will be returned to you.

Security deposits will be returned within **thirty (30) days** after event takes place. Any funds withheld as a result of any damage (including to the dance floor if used), additional cleaning costs, or for any violations of the lease agreement or rules and regulations will be deducted prior to the refund of the security deposit. A disbursement sheet will accompany the refunded amount indicating all such funds withheld with a written explanation as to the reason for the deduction. Any damages which exceed the \$400.00 security deposit will be billed directly to the homeowner's account and shall be collectable in such similar fashion as any other unpaid monthly Association fee.

Rental Fee: A non-refundable rental fee based on the hours for which the clubhouse is used will be required with every completed lease agreement. **The rental fee is \$200.00 for up to 5 hours including set up and clean up or \$250.00 for 5+ hours up to 8 hours including set up and clean up.** The rental fee is to be in the form of a **personal check or money order payable to Coldwater Crossing Master Association.** The purpose of this fee is to provide compensation to the Association for the wear and tear on the clubhouse facilities, utility usage, and all costs associated with the preparation and review of the lease agreement.

The Kid's room and Game room may be rented for an additional fee of \$50.00. The Clubhouse Rules & Regulations are to followed during the rental. If you do not include the rental at the time of reservation and the space is used during your event, \$100.00 will be charged against your security deposit.

Any check that is returned for non-sufficient funds will be assessed a \$35.00 fee. The original rental fee and the \$35.00 NSF fee will both be assessed against the homeowner's account and shall be collectable in such similar fashion as any other unpaid monthly Association fee. In the event that the rental fee does not clear the bank, the date will be released to the next requesting homeowner. The Association does not assume any liability and is deemed to be held harmless by the homeowner for the loss of their reservation date as a result of their payment being returned by their bank for non-sufficient funds.

Cancellation Policy: If you cancel your reservation with **twenty (20) or fewer days notice, a \$75.00 cancellation fee will not be refunded from your initial rental fee.** This fee will be refunded only if the Association is able to re-rent the clubhouse for the date in which you cancelled.

- 6.) The completed lease agreement and all accompanying payments (as outlined above) must be returned to the management office **at least twenty (20) days in advance of the reservation date.** Please retain a copy of the signed agreement for your records. The lease agreement and payments should be mailed to:

**Coldwater Crossing Master Association  
C/O Danella Realty & Management Co.  
8466 Mason Court  
Breinigsville, PA 18031**

Homeowner is responsible for scheduling and attending with the Management Company or Facilities Committee Representative a pre-event inspection of the facilities. The pre-event inspection should be held at least one to two hours in advance of the event time on that date. A copy of the pre-event inspection will be placed in the reservation file and will be utilized again for the post-event inspection. The post-event inspection will be conducted immediately post event or a predetermined time the next day. Event holder must make themselves present should this need to be done the next morning.

## COLDWATER CROSSING MASTER ASSOCIATION

### **EXHIBIT A TO THE CLUBHOUSE FACILITIES LEASE AGREEMENT**

#### Leasing Rules and Regulations

- 1.) No event or function will be allowed which involves an Outside Agency, Association or Club, etc. Only homeowner hosted events or Association sponsored events shall be permitted. All hosting homeowners must be "Members in good standing," which means that there are no open violations to their unit and all Association fees and balances owed on their account have been paid in full up to the date of the event.

Persons who are currently renting a home at the Coldwater Crossing community are not permitted to lease the clubhouse facilities unless their Landlord (current owner of records for the leased unit) performs the reservation for them. **In such cases the Landlord of such unit shall agree to be bound to all terms and conditions of this lease agreement and shall assume all financial and liable responsibilities for the clubhouse facilities during this event period.**

- 2.) No event or function will be allowed to charge a fee or request a donation unless the Coldwater Crossing community sponsors the event.
- 3.) No event or function hosted by a homeowner shall be permitted unless made by a valid reservation and completed lease agreement with the Association. Homeowners must contact the Management Company at least forty-five (45) days in advance of the event date to tentatively reserve their date. Please contact Sarah Hash of Danella Realty at [Shash@danellarealty.com](mailto:Shash@danellarealty.com) or at 610-336-0644. Homeowners must complete the lease agreement provided by the management office and return the completed lease agreement and initial payments within 48 hours of tentative reservation to secure their event. Failure to pay the remaining fees prior to twenty (20) days before the event may result in the desired date not being available. If after that time if the total due has not been paid, the security deposit shall be returned in full, but the rental fee minus a \$75.00 cancellation fee shall be forfeited. There will be No exceptions to this rule.
- 4.) Every homeowner must complete the lease agreement and must remit all required fees and deposits. There will be no exceptions. Each reservation shall be for one (1) calendar day only. Anyone wishing to reserve the clubhouse facilities for more than one (1) day must complete a full lease agreement and remit the required fees and deposits for each additional reserved date. Security deposits may not be commingled.
- 5.) There will be a non-negotiable NSF fee of \$35.00 charged for any payment of the administrative fee that is returned by the homeowner's bank for non-sufficient funds. Any payment that is returned for non-sufficient funds will result in the reservation date being terminated and the event cancelled. The Association, Board, Facilities Committee, Developer and Management Company shall be held harmless from any and all liability for such termination of reservation date along with any and all claims for losses by the homeowner for such termination.
- 6.) The total number of people attending a non-Association sponsored event shall not exceed one-hundred-twenty (120) attendees. Homeowner sponsoring any event that exceeds that amount of attendees shall be solely liable for any fines or penalties assessed by the Municipal Authority and/or

Fire Marshall for such violation. The Association, Board, Facilities Committee, Developer and Management Company shall be held harmless from any and all liability for such use and occupancy violation, along with any and all fines, penalties, and damages resulting from such misuse.

- 7.) Parking is permitted **ONLY** at the clubhouse parking lot area. No parking shall be permitted in any other parking area, street, driveway, turf area, clubhouse loading area, or on any sidewalks. No overnight parking is permitted in the clubhouse parking lot area. If it is discovered that vehicles were permitted by the hosting homeowner to be parked in any non-permitted areas, the security deposit in full **will be forfeited**. The hosting homeowner is responsible for supervising all parking associated with their event. Buses and other oversized vehicles shall be allowed only by special arrangement.
- 8.) Reservation of the clubhouse facilities **shall only include the ballroom and kitchen area, unless the Kid's and game room were paid for (in the amount of \$50.00) and was included in the lease.** Food and drink are **never** to enter the game room. The hosting homeowner is responsible for supervising their guests. The security deposit shall be forfeited to cover any additional costs associated with violating this rule as well as any additional costs of repair to any damaged area outside the rentable area. Damage cost exceeding security deposit shall be billed directly to the hosting homeowner and shall be collectable in such similar fashion as any non-payment of regular monthly Association fees.
- 9.) No excessive noise shall be permitted after 10: 00 PM during week days or 11:00 PM during weekends and holidays. Any complaint calls received in connection with this event and occurring after the above noted times will result in the immediate deduction from the posted security deposit a \$75.00 fine, which shall not be negotiable.
- 10.) All lights must be turned off prior to leaving the clubhouse facilities. The security deposit shall be forfeited to cover any additional costs associated with this violation.
- 11.) All windows and doors must be securely closed and locked prior to leaving the clubhouse facilities. No doors may be "propped" open. Any damage caused to any door closing system as a result of their being "propped" open will be deducted from the security deposit for any necessary repairs. If during the post-event inspection is it found that any doors or windows were left open, the security deposit shall be forfeited to cover any additional costs associated with any weather related damages, burglaries, and increased heating/air conditioning costs. Any additional costs of repair, increased insurance premiums, and/or repairs for damage shall be billed directly to the hosting homeowner and shall be collectable in such similar fashion as any non-payment of regular monthly Association fees.
- 12.) The fireplace, all candles, etc. shall be completely extinguished before leaving the premises. Any damage caused as a result of the use of the fireplace or any candles will be the sole responsibility of the hosting homeowner to correct. All work will be contracted for and performed by the Association only. Any additional costs of repair, increased insurance premiums, and/or repairs for damage shall be billed directly to the hosting homeowner and shall be collectable in such similar fashion as any non-payment of the regular monthly Association fees.
- 13.) If the dance floor was used it must be **cleaned, damp mopped**, dismantled and returned to storage by hosting homeowner before leaving the premises. Dance floor cart will be left out for homeowner to store dance floor.
- 14.) Homeowner is responsible for scheduling and attending with the Management Company or Facilities Committee Representative a pre-event inspection of the facilities. The pre-event inspection should be held at least one to two hours in advance of the event time on that date. A copy of the pre-event inspection will be placed in the reservation file and will be utilized again for the post-event inspection. The post-event inspection will be conducted on the next business day of the Association.
- 15.) Clean up of the Clubhouse is to be completed the same day as the event and within the time frame of the rental time. All trash and recycling is to be emptied and taken by the hosting homeowner for

disposal. The clubhouse facilities are to be left in the same condition as they were found to be in at the pre-event inspection.

16.) Determination of damages, if any, is to be made by the Board of Trustees or Facilities Committee and will be based upon the comparison of the pre-event inspection to the post-event inspection only. All security deposits and/or disbursement sheets will be returned to the hosting homeowner within thirty (30) days of the date on which the event occurred.

17.) Smoking is prohibited within the clubhouse facilities. Cigarette butts are not permitted to be left on any of the common areas of the community property, exterior areas of the clubhouse facilities, thrown in any trash containers, flushed down any toilets or washed down any sink drains. Hosting homeowner is responsible for policing the exterior grounds of the clubhouse facilities after their event has concluded.

18.) Hosting homeowner shall be present at the clubhouse facilities for the entire term of the event. Hosting homeowner shall assume all responsibility for any and all actions of their guests and invitees during the entire term of the event, until such time as said guests and/or invitees leave the Association property.

19.) The Association is not responsible for any lost, stolen, damaged or mislaid personal property of any homeowner, guest, invitee, resident, etc. Any personal property left unattended in the clubhouse facilities is done so at your own risk and responsibility.

20.) Hosting homeowners who misuse the clubhouse facilities or violate any terms, conditions, rules or regulations associated with the leasing of the clubhouse facilities shall lose all rights to future clubhouse facilities reservations and any deposits being held on future events shall be forfeited for a period determined by the Board of Trustees, such restriction of use rights shall not exceed the term of one (1) year for the first violation. Any further violations occurring after the first such suspension of use rights will be reviewed by the Board on a case by case basis and could result in a life time ban of that unit. Such life time ban shall cease upon the transfer of ownership to another owner, who does not currently reside in said unit. However, the prior owner of such unit where a life time ban has been placed shall continue to be banned from use or attendance at the clubhouse facilities for the remaining lifetime of that person.

21.) Hosting homeowner shall be responsible for compliance with any and all additional or other rules and regulations now or hereinafter adopted by the Board of Trustees for the Coldwater Crossing Master Association, pertaining to the clubhouse facilities. The reservation of the ballroom is for only the Ballroom, kitchen, plus the use of the bathroom facilities and dance floor if requested. Kid and Game room must be rented at time of lease for guest access. The use of the gym, pool, or any other room of the clubhouse is strictly prohibited.

**22.) All food and beverages are to remain in the ballroom and kitchen only during said event. No food or beverages is permitted anywhere else in the clubhouse facility. Any outside vendors, caterers, bartenders, etc. must present liability insurance 20 days prior to event.**

23.) Nothing sticky in nature or design or anything else that will damage the walls and fixtures of the ballroom shall be used for hanging any decorations or signs. Hosting homeowners are not permitted to put any holes in the ballroom walls (i.e. no nails, small thumb tacks may be used). All decorations must be removed and disposed of properly after the event. Any balloons that have come loose and are stuck on the ceiling or inside the lighting fixtures will be removed by the Association only. At no time shall anyone use a ladder unless specifically granted permission by the Association. At no time whatsoever shall anyone touch, hold, move, take-down, etc. any ceiling mounted light fixture unless first given specific written permission by the Association.

**COLDWATER CROSSING MASTER ASSOCIATION**

**CLUBHOUSE FACILITIES  
LEASE AGREEMENT**

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the Coldwater Crossing Master Association (“Lesser”) and \_\_\_\_\_  
(Print your name here)

being a unit owner of record at \_\_\_\_\_ (“Lessee”).  
(Print your address here – no lot numbers)

Type of Event: \_\_\_\_\_

Contact Name & Phone # \_\_\_\_\_

Dance Floor will be used: \_\_\_\_\_ YES \_\_\_\_\_ NO

Will an Outside Vendor be used: \_\_\_\_\_ YES (Must submit proof of insurance) \_\_\_\_\_ NO

For and in consideration of the mutual covenants and obligations contained herein, Lessor and Lessee agree as follows:

1.) Event Period/Lease Term:

Lesser shall permit Lessee to lease the clubhouse facilities located on the Common Areas owned and maintained by the Association, and including only the kitchen, ballroom, use of the bathrooms, use of clubhouse parking areas and fixtures contained therein, excluding any pool use, exercise room, fireside lounge, recreation/game room, children’s room, gym facilities, or any other room (the “Clubhouse facilities”), on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between the hours \_\_\_\_\_ (the “Event Period”). It is noted however, that all lease periods shall end automatically at the above noted time or 12:00 midnight, whichever time shall come first.

2.) Rules and Regulations associated with the leasing of the clubhouse facilities:

It is acknowledged and agreed that all current rules and regulations for the use of the clubhouse facilities in connection with any lease agreement are included with this lease agreement and noted as Exhibit A to the Clubhouse Facilities Lease Agreement.

3.) Lessee agrees to remit a signed and fully executed lease agreement along with all required security deposits and rental fees as outlined in both the leasing rules and regulations (attached hereto as Exhibit A) and the lease instructions page of this agreement.

4.) Lessee acknowledges and affirms that they are an owner of record for the above indicated unit within the Coldwater Crossing Master Association.

5.) Lessee acknowledges and affirms that they are a Member in good standing as defined by the leasing rules and regulations attached hereto as Exhibit A.



- 6.) Lessee agrees that no more than **120** persons shall be permitted to be present in the clubhouse facilities at any one given time during the event period. Lessee acknowledges and agrees that any violation of the use and occupancy limits for the clubhouse facility shall be their sole liability and that any fines imposed by the Township Authority and/or Fire Marshall's Office shall be at their sole financial obligation.
- 7.) Lessee agrees to leave the Community Building in a neat, clean and presentable condition. Lessee shall require all trash and garbage to be placed in plastic trash bags. Lessee shall be responsible for removing all such trash bags, especially those containing any garbage, from the clubhouse facilities, kitchen area, and bathrooms. All trash bags are to be placed in the clubhouse dumpsters, which are located at the left side of the clubhouse building. All Township recycling requirements are to be observed and recyclables are to be placed in their proper containers at the clubhouse trash enclosure. No trash, garbage, cans, bottles, or debris of any kind shall be left on any of the community grounds. Lessee shall be responsible for bringing with them any required cleaning supplies in order to return the clubhouse facilities to their original condition prior to the event.
- 8.) If the use of the dance floor is requested it is the sole responsibility of the hosting homeowner to set up, take down and take an inventory of all pieces to ensure none are missing and nothing is broken. Any damage to the dance floor or missing pieces will result in the hosting homeowner's security deposit to be held for repair or replacement of these parts.
- 9.) Lessee shall not permit any animals or pets inside the clubhouse facilities with the only exception being certified and necessary companion/guide animals for aid in mobility or sight. Lessee is responsible for any damage caused by such companion/guide animals including the immediately removal of any waste deposited on the common grounds by such animals.
- 10.) The Board and/or the Facilities Committee shall have complete authority to determine whether or not any of the terms and conditions of this agreement has been violated. If Lessee disagrees with the determination of the Committee, Lessee may appeal this determination to the Board of Trustees for the Community. All decision made by the Board shall be final and binding.
- 11.) Neither the Facilities Committee, the Lesser, Developer, nor the Board of Trustees shall be held liable for any damages or injury to Lessee, his/her/their guests, invitees, or any other person, or to any other owner of resident or the common area, occurring in or near the clubhouse facilities. Lessee shall indemnify, save or hold harmless the Facilities Committee, Managing Agent, Lesser, Developer and the Board of Trustees from any claims for damages no matter how they may arise or be caused.
- 12.) The Board of Trustees affirms and Lessee acknowledges that only for the purpose of facilitating the lease agreement process, the managing agent has the authority to execute on behalf of the Association this lease agreement. By management's execution of this lease agreement, managing agent in no way what-so-ever assumes any additional responsibilities under this lease agreement other than those already such forth herein and solely attributed to said managing agent.

- 13.) This agreement shall be the only such agreement for the leasing of the clubhouse facilities at the date and time set forth above in section 1 of this agreement. There shall be, or is there intended to be, any verbal or other agreement, unless so indicated by the Board of Trustees in writing, such additional agreement to be indicated as an addendum and reference this initial lease agreement. All such addendums shall be enumerated in alphabetical order commencing with the letter "B" and progressing consecutively through the alphabet to the letter "Z." Once the letter "Z" has been utilized, should any further addendums become necessary, at the sole discretion of the Board of Trustees, then such further addendums shall commence with the letters "AA" through "AZ", then "BA" through "BZ", etc. and shall continue through the second set of the alphabet but shall conclude with the letters "ZZ" and shall not continue further.
- 14.) By affixing their signature(s) below, hosting homeowner hereby acknowledges that they have read in full and understand completely the lease agreement and all rules and regulations associated with this lease agreement.
- 15.) **CANCELLATION POLICY:** If you cancel your reservation with twenty (20) or fewer days notice a \$75.00 cancellation fee will be assessed. This fee will be refunded only if the Association is able to re-rent the clubhouse for the date in which you cancelled.

In Witness hereto, Lessee and Lessor, intending to be legally bound by all terms and conditions contained herein, do hereby affix their signatures below.

Reservation Requested by:

Unit Owner #1:

X \_\_\_\_\_ X \_\_\_\_\_ Date: \_\_\_\_\_  
 Clearly print your name here Sign Your Name Here Today's Date

Unit Owner #2:

X \_\_\_\_\_ X \_\_\_\_\_ Date: \_\_\_\_\_  
 Clearly print your name here Sign Your Name Here Today's Date

**ACCEPTED BY COLDWATER CROSSING AGENT:**

X \_\_\_\_\_ X \_\_\_\_\_ Date: \_\_\_\_\_  
 Danella Realty Representative Signature Today's Date

\$400.00 Security Deposit Received: Y N # \_\_\_\_\_  
**Made Payable to Coldwater Crossing Master Assoc. Check/Money Order #**

\$75.00 Holding fee Received: Y N # \_\_\_\_\_  
**Made Payable to Coldwater Crossing Master Assoc. Check/Money Order #**

BALANCE DUE \$: BY: Y N # \_\_\_\_\_  
**Made Payable to Coldwater Crossing Master Assoc Check/Money Order #**

KIDS & GAME ROOM RENTED Y N # \_\_\_\_\_  
**Made Payable to Coldwater Crossing Master Assoc Check/Money Order #**