

RENTAL AGREEMENT

The parties set forth below, hereby agree to lease the premises described herein, for the Term, at the Rent and subject to all of the following conditions:

- 1) PARTIES:** a. Lessor: Willow Bend Club, Inc.
6653 S. Taylor Road
Hamburg, N.Y. 14075
- b. Lessee: _____

2) PREMISES: Parties must select one, by placing initials below the premises being rented:

- a) **Clubhouse only:** Rental of the clubhouse shall be strictly limited to use of the interior space of the clubhouse building only and shall NOT include use of any exterior patios, lawns, tennis courts, pools, playground area, grill pits, picnic grove, paths or grounds. The parking lot may be used for the parking of vehicles only. Entry or use of any space other than set forth herein is STRICTLY PROHIBITED.

Initials here- Lessor: _____ Lessee: _____

- b) **Picnic Grove only:** Rental of the picnic grove shall be strictly limited to use of the picnic tables, grills (non-propane) and pavilion to the south of the parking area and creek and shall NOT include the use of the clubhouse (except solely for the use of the bathroom facilities), any exterior patios, lawns, tennis courts, pools, playground area, propane grills and paths. The parking lot may be used for the parking of vehicles only. Entry or use of any space other than set forth herein is STRICTLY PROHIBITED.

Initials here- Lessor: _____ Lessee: _____

- 3) TERM:** The rental period shall be on _____ (date)
From _____ (time rental period commences)
To _____ (time rental period expires)

4) RENT: The rental payment is fifty and no/100 (\$50.00) dollars. The rental payment is due and must be received by the Lessor in advance of the rental period.

5) SECURITY DEPOSIT: The Lessee must pay a security deposit of one hundred and no/100 (\$100.00) dollars in advance of the rental period. Lessor is permitted to deduct reasonable expenses relating to any damages to the facilities resulting from Lessee’s use of the same during the rental period or any cancellation charges resulting from Lessee’s cancellation of the agreement. A written, itemized list of any damages and related expenses shall be provided by the Lessor to the Lessee before any portion of the security deposit is taken or any additional charges are applied to Lessee’s account. If the cost of damages exceeds the security deposit, Lessor may, as a means of recovery, apply any excess charges for damages to Lessee’s membership account as additional dues, and Lessee’s failure to pay the same within thirty (30) days of said written notice may result in the suspension of Lessee’s membership privileges, at Lessor’s sole discretion.

6) CANCELLATION CHARGES: If Lessee cancels this agreement prior to the rental period and Lessor is unable to rent the premises for the same period, Lessor may deduct fifty and no/100 (\$50.00) dollars from Lessee’s security deposit or apply this cancellation charge to Lessee’s membership account.

7) OCCUPANCY: The number of family members and guests which Lessee is permitted to bring to the premises

during the rental period shall be limited to no more than one hundred twenty five (125) people, unless otherwise specifically agreed to by and between the parties, in writing. Pets of any kind are not permitted at any time.

8) QUIET ENJOYMENT: Lessee(s) shall be responsible for the conduct of themselves, their family members and their guests, and must respect the rights and interests of neighbors and club members. Any excessive noise, illegal or disorderly behavior, rowdiness or destruction of Lessee's property shall subject the Lessee(s) to immediate removal from the premises, along with any reasonable costs or expenses resulting from said behavior.

9) LESSOR'S PERMITTED ENTRY: Lessor may enter the premises at any time during the rental period for the purposes of inspecting the premises or the use thereof.

10) ALCOHOL PROHIBITED: By signing this Rental Agreement, Lessee acknowledges that use or consumption of alcohol by Lessee or any of Lessee's family members or guests is prohibited and Lessee shall be solely responsible for any liability, cause of action, claim or damages that may arise in part or in whole, by the use or consumption of alcohol by the Lessee, any of Lessee's family members or guests.

11) INDEMNIFICATION; LESSOR HELD HARMLESS: Lessee shall indemnify and hold Lessor harmless for any liability, cause of action, claim or damages which may arise, in whole or in part, as a result of the breach of any of the terms of this agreement, or as a result of the intentional acts or negligence of the Lessee, Lessee's family members or Lessee's guests.

12) LESSEE'S RIGHT TO INSPECT: Lessee shall have the right, prior to the rental period, to inspect the premises with the Lessor so that any damaged or missing items can be identified prior to the rental period, so as to avoid any discrepancies over damaged or missing items after the expiration of the rental period. Lessee's failure to exercise the right to inspect shall be deemed an acknowledgement that the premises are in good condition and working order, and that all of the equipment set forth on the checklist, attached hereto and made a part hereof, is also on the premises and in good and working order.

13) FIRE SAFETY/ SMOKE DETECTORS/ FIRE EXTINGUISHERS: Lessee acknowledges that they are familiar with the exits and fire escapes in the building, that the building is equipped with smoke detectors and hand-held fire extinguishers mounted in the kitchen. Lessee shall not use or store any flammable materials in the Clubhouse, nor shall they use any heating source other than that supplied by the Lessor. Lessee further agrees that the fire extinguishers are to be used in the case of fire emergency only, and Lessee or guests thereof who remove or uses a fire extinguisher for any other purpose shall pay all reasonable costs and expenses associated with such misuse.

14) UTILITIES: Lessor shall be responsible for payment of all utilities during the rental period. Lessee(s) agree that they shall do nothing wasteful in the use of the utilities and shall promptly notify the Lessor of any broken windows, switches, outlets, leaky faucets or other problems which may cause waste as to utilities so that the same may be properly repaired.

15) TRASH/ DUMPSTER: All trash and debris is to be placed in the dumpster on the premises located in between the parking lot and the picnic grove. Any excessive trash or debris which is not properly discarded or cleaned up by the Lessee prior to the expiration of the rental period shall result in charges for reasonable costs associated with the clean-up of the premises and removal of any trash or debris left on the premises by Lessee.

16) DRAINS, TOILETS: Sinks, toilets and shower drains are to be kept free and clear of any solids or grease which can cause clogs or damage to the pipes. Toilets are for the removal of bodily waste and toilet paper only. Lessee, family members and guests are prohibited from flushing any other types of paper products or debris down the toilet, including, but not limited to, kleenex or facial tissues, napkins, feminine napkins or tampons, paper towels, cotton balls, or any other materials or products which can cause the toilet to clog and overflow. Lessee shall be solely responsible for any damages resulting from violating any of the provisions of this paragraph, and shall pay damages, in accordance with paragraph 5, in an amount equal to the costs necessary in materials and labor for the clean out, repair or replacement of any plumbing or plumbing fixtures.

17) ATTORNEYS FEES: If Lessee is in default or violates any of the terms of this Lease and Lessor is required to seek legal action to enforce any of the terms herein, including, but not limited to, a legal action to recover unpaid damages, Lessee shall be solely responsible and shall pay Lessor an amount equal to reasonable costs, disbursements and attorneys' fees incurred by the Lessor as a result of Lessee's default or violation.

18) SEVERABILITY: If any Court which has lawful jurisdiction over the parties and the subject matter of this Agreement determines that any paragraph, provision or portion of this Agreement is unlawful or void for any reason, both parties agree that the portion of the Agreement which is ruled unlawful or void shall be stricken from the Agreement, but all other paragraphs, provisions and portions of the Agreement shall survive and remain in full force and effect as against both parties.

19) ENTIRE AGREEMENT: Both parties acknowledge that, with the exception of the separate Building Rules and Regulations, if the same have been provided and signed by both parties, as amended from time to time, this is the entire Agreement between the parties and there are no other agreements, written or oral, which effect the parties' respective rights and responsibilities herein.

I HAVE READ THIS ENTIRE AGREEMENT. I HAVE HAD A REASONABLE AMOUNT OF TIME TO REVIEW AND CONSIDER ALL OF ITS TERMS. I UNDERSTAND THAT I HAVE THE RIGHT TO HAVE THIS AGREEMENT REVIEWED BY MY OWN ATTORNEY, IF I CHOOSE, BEFORE ENTERING INTO THIS AGREEMENT. BY SIGNING THIS AGREEMENT, I/WE ARE ACKNOWLEDGING THAT WE FULLY UNDERSTAND ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT, AND AGREE TO ABIDE BY ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT.

Lessee(s) signature(s)

Date

1. _____

2. _____

3. _____

Lessor's signature, by:

Date

WILLOW BEND CLUB, INC.

Authorized agent (Director)
