

***KBGH SWIM CLUB  
REAL ESTATE LEASE***

This Lease Agreement (this "Lease") is made effective as of \_\_\_\_\_ by and between, Kay Brook Green Hills Swim Club, ("Landlord"), and \_\_\_\_\_ ("Tenant"). The parties agree as follows:

**PREMISES.** Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant the swimming pool, bath house with snack bar, adjacent parking lot and surrounding fenced-in area (the "Premises") located at 1519 Russett Rd, Orefield, Pennsylvania 18069.

**FURNISHINGS.** The lease of the Premises includes the furnishings normally retained at the swim club. Tenant shall return all such items at the end of the lease term in a condition as good as the condition at the beginning of the lease term, except for such deterioration that might result from normal use of the furnishings.

**TERM.** The lease term will begin on \_\_\_\_\_ beginning at \_\_\_\_\_ and will terminate on the same day at \_\_\_\_\_. Guests may start to arrive at \_\_\_\_\_ but may not enter any of the pools until at least two lifeguards are present and in position.

**LEASE PAYMENTS.** Tenant shall pay to Landlord all fees in advance, at the time of signing of the Lease. Payments shall be \$50.00. Lease payments do not include the payment of lifeguard services. Lease payments shall be made payable to "Kay Brook Green Hills Swim Club" and given or mailed to the Landlord's Pool Manager at 1519 Russett Road, Orefield, Pennsylvania 18069.

**SECURITY DEPOSIT.** At the time of the signing of this Lease, Tenant shall pay to Landlord, in trust, a security deposit of \$50.00 to be held and disbursed for Tenant damages to the Premises (if any) as provided by law. The facilities shall be cleaned following the completion of the party to the same degree as the facilities were delivered to the Tenant. Please write a separate check for the security deposit.

**MEMBERSHIP.** Tenant acknowledges that he/she is a current bondholder and an active member of the KGBH Swim Club.

**GUEST PROVISIONS.** Unless expressly written by the Landlord, no more than 100 guests are permitted. For every 15 guests that are under the age of 21 years old, there shall be at least 1 chaperone over the age of 25 years old. Once guests under the age of 21 years old leave the pool area, they shall not be permitted back into the Premises. It is the responsibility of the Tenant to enforce these policies.

**UTILITIES AND SERVICES.**

Landlord shall be responsible for the following utilities and services in connection with the Premises:

- Electricity
- Water and sewer
- Garbage and trash disposal

Tenant shall be responsible for the following utilities and services in connection with the Premises:

- Lifeguard services

**LIFEGUARD SERVICES.** The Tenant shall employ the services of at least 2 lifeguards when the number of guests is less than 50. For 50-74 guests, 3 lifeguards shall be employed. When the number of guests is between 75 to 100, 4 guards shall be required. Lifeguards shall be arranged through the Landlord's pool

manager. Lifeguards shall be paid in advance at a rate of \$8.00 per hour per lifeguard. Please make payment directly to the lifeguards by cash or check. In order to use the diving well AND the main pool, at least 3 lifeguards must be employed, regardless of the number of guests attending. If the Tenant chooses to use only the diving well OR only the main pool and the guest number is less than 50, only 2 guards need to be employed.

**ALCOHOL POLICY.** No alcoholic beverages are permitted on the Premises. Anyone suspected of being impaired shall not be permitted on the Premises. It is the Tenant's responsibility to enforce the alcohol policy. However, if lifeguards suspect any violation of the alcohol policy, the impaired person will be asked to leave. The lifeguards have been instructed to notify the police, if necessary.

**NOISE.** The pool is located in a quiet residential neighborhood. Music and other party noise are permitted so long as the sound level does not unduly disturb the surrounding residences. The Tenant shall respect the requests of the surrounding neighbors to lower the noise volume, if such requests are made. Tenant shall comply with all governmental noise ordinances. All music must cease at 10:30 PM Sunday through Thursday or 11:00 PM Friday and Saturday.

**CANCELLATION.** Either party has the right to cancel this agreement by providing at least ten days of written notice. If such notice is provided, all obligations shall be released and all monies shall be returned. If the Tenant desires to reschedule due to inclement weather, the Landlord will attempt to reschedule to another available date.

**PROPERTY INSURANCE.** Landlord and Tenant shall each be responsible to maintain appropriate insurance for their respective interests in the Premises and property located on the Premises.

**INDEMNITY REGARDING USE OF PREMISES.** To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's use or misuse of the Premises.

**DEFAULTS.** Tenant shall be in default of this Lease, if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. The Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent".

**ASSIGNABILITY/SUBLETTING.** Tenant may not assign or sublease any interest in the Premises, nor effect a change in the majority ownership of the Tenant (from the ownership existing at the inception of this lease), without the prior written consent of Landlord, which shall not be unreasonably withheld.

**NOTICE.** Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

**LANDLORD:**

Name: Kay Brook Green Hills Swim Club  
Address: 1519 Russett Rd Orefield, PA 18069

**TENANT:**

Name:  
Address:

Such addresses may be changed from time to time by either party by providing notice as set forth above.

**ENTIRE AGREEMENT/AMENDMENT.** This Lease Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

**SEVERABILITY.** If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**WAIVER.** The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

**CUMULATIVE RIGHTS.** The rights of the parties under this Lease are cumulative and shall not be construed as exclusive unless otherwise required by law.

**GOVERNING LAW.** This Lease shall be construed in accordance with the laws of the State of Pennsylvania.

LANDLORD:

Kay Brook Green Hills Swim Club

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Kay Brook Green Hills Swim Club  
Officer

TENANT:

[Sign Here:] \_\_\_\_\_ [Print Name:] \_\_\_\_\_