

Rental Agreement for the use of the Villages at Westminster Clubhouse

The undersigned requests permission to rent and use the Villages at Westminster Clubhouse. The undersigned is an owner or renter, hereafter referred to as the 'Applicant' of real property in the Villages at Westminster (VaW) neighborhood.

Application Date: _____ **Purpose of Reservation:** _____

- Clubhouse Only Clubhouse and Pool (Pool rental is a separate application)
- Ok to put my name on the VaW website calendar Surprise party; do not use name on VaW Calendar

Date Requested (time includes setup and clean up): _____ Time Requested: _____ AM/PM to _____ AM/PM
Early access or late departure from requested time above will result in reduction of deposit.

Approximate number of guests expected: _____

VaW Resident/Applicant Name (Print): _____

- Vaw Homeowner Renter in VaW
- I have a Pool Passcard I need to purchase/replace my Pool Passcard (+ \$25 fee)

Pool Passcard Number: _____

Applicant address: _____

Preferred phone: _____ cell/home Email: _____

If Applicant is a Renter, provide the Homeowner (Landlord) information:

Homeowner name: _____

Homeowner address: _____

Homeowner phone: _____

WITNESSETH:

That for the sum of \$_____ (see fee structure in Exhibit B, which includes Security/Janitorial deposit) and other valuable consideration, the receipt of which is hereby acknowledged, the Applicant and the VaW HOA are bound and in full agreement with all of the provisions of the following terms and conditions:

1. CONTRACT DOCUMENTS. This Rental Agreement, Exhibit "A" and Exhibit "B" attached hereto and incorporated herein by reference (hereinafter collectively referred to as the "Agreement") constitute the entire agreement and understanding of the parties. In the event that any of the terms of the Rental Agreement and the attached Exhibit "A" and Exhibit "B" conflict, the terms contained in the Rental Agreement shall control over the terms contained in Exhibit "A" and Exhibit "B".
2. PURPOSE. This Agreement is for the Applicants lease of the VaW HOA clubhouse and bathrooms (Pool rental is a separate agreement) or other such rooms or property as identified in the Agreement at the Villages at Westminster Clubhouse (hereinafter referred to as the "premises") located at 4820 Wellesley Boulevard, Williamsburg, VA 23188.
3. TERM. The term of this Agreement shall be for the period requested at the beginning of this document.

4. ASSOCIATION'S DUTIES.

- a) Availability. The VaW HOA shall make the Premises available to the Applicant for the Applicants exclusive use and enjoyment during the entire time of the Rental Period.
- b) Utilities. During the rental period, the VaW HOA shall provide and pay for all lights, heat, air conditioning, water and sewer charges reasonably necessary for the proper use and enjoyment of the Premises. However, the VaW HOA does not guarantee the performance quality of these utilities and shall not be liable for any interruptions in these services that are beyond the VaW HOA's control or responsibility.

5. MEMBER/HOMEOWNER DUTIES.

- a) Fees. The applicant shall pay the VaW HOA \$25.00 (Twenty-Five Dollars) per hour, maximum of \$175.00 (One hundred Seventy-Five Dollars per day) (hereinafter referred to as the "Fee") for the use and enjoyment of the Premises during the Rental Period. ***This fee shall be paid at the time of the execution of this Agreement.***
- b) Security/Janitorial Deposit. Member/Homeowner shall pay the VaW HOA the sum of Two-Hundred **Fifty** Dollars (\$250) Security/Janitorial Deposit in addition to the rental Fee. This sum shall be paid at the time of execution of this agreement. The Security/Janitorial deposit will be held by the VaW HOA Management Company to secure the Applicants full compliance with the terms of this Agreement. Within thirty (30) days from the date of the Rental Period, the VaW HOA may apply the Security/Janitorial deposit to the payment of any damages the VaW HOA has suffered due to the Applicants failure to return the Premises in good condition or to comply fully with the terms of this Agreement. The amount of the Security/Janitorial Deposit is not the limit of the Applicants financial responsibility in the event of damages.
- c) Access by the VaW HOA. The Applicant shall permit access to the Premises by any authorized agent of the VaW HOA during the entire Rental Period.
- d) Compliance with the Laws. The Applicant agrees to comply with all federal, state, county and proprietary laws, rules and regulations while using the Premises.
- e) Use of Premises. The Applicant agrees that the Premises shall be used only for the purpose stated on the first page of this Agreement.
- f) Alcoholic Beverages and Illegal Substances. The Applicant shall not serve, sell or use alcoholic substances on the Premises unless the Applicant complies with all laws and licensing requirements of the Commonwealth of Virginia (www.abc.virginia.gov) and James City County relating to alcohol use, sales or service and has provided the VaW HOA with a copy of all applicable licenses. A one (1) day catering license can be obtained online, with a minimum of 30 days prior to the Applicants event. The Applicant shall not serve or sell to or allow the consumption of alcohol by any minors on the Premises. Under no circumstances shall the Applicant serve, sell, purchase, allow the use of or bring any illegal or controlled substances upon Premises.
- g) Standard of Care. The Applicant shall use due care and diligence in his/her use of the Premises and shall ensure this his/her guests and invitees use the same care and diligence in their use. Upon termination of the Rental Period, the Applicant shall remove all of the Applicant's, guests and invitees' property and refuse brought upon the Premises and promptly deliver possession of the Premises, in good condition and compliance with the conditions and rules set forth on Exhibit "A". The Premises shall be returned in the same or better condition without the need of cleaning or repair. The Applicant shall be responsible and liable for and hereby expressly agrees to pay such costs incurred by the VaW HOA. Any expenses exceeding the Security/Janitorial Deposit shall be invoiced to the Applicant and shall be paid by the Applicant within fifteen (15) days of mailing.
- h) Indemnification. The Applicant shall be fully liable for and hereby indemnifies and agrees to hold harmless the VaW HOA, its Board of Directors, agents, other members, residents, guests, tenants and Managing Agent, for any and all injuries, deaths, damages, causes of action, claims or obligations and any consequential and incidental damages, attorney's fees or costs arising out of or relating to any omissions, negligence, or willful acts on the part of the Applicant or his/her guests during the Rental Period. The VaW HOA shall not be liable to the Applicant or his/her guests or invitees for any loss or damage suffered during the Rental Period on account of any defective conditions or

depreciation of the Premises, structure, furniture or equipment upon the Premises and the Applicant shall assume all risks to persons or property due to latent or patent defects in the Premises and fixtures thereon.

- i) Responsibility for Personal Equipment. The Applicant shall be responsible for providing all equipment, supplies and materials necessary for the use and enjoyment of the Premises, except for the furnishings and fixtures presently on the Premises. The Applicant shall be responsible for any loss or damage to the equipment, supplies and materials the Applicant or his/her guests or invitees bring upon the Premises.
- j) Rules and Regulations. The Applicant and his/her guests or invitees shall abide by the rules and regulations of the Association for the use of the Premises. The Applicant shall be present at the Premises during the entire duration of the Rental Period and shall provide adequate supervisions for his/her guests and invitees.
- 6. TERMINATION. This agreement shall be immediately terminated upon any violation of its terms, conditions, or provisions by the Applicant. Upon such termination and the request to do so by the VaW HOA, the Applicant shall immediately vacate the Premises.
- 7. ASSIGNABILITY OF THE AGREEMENT. The Applicant shall not assign this Agreement without the prior written consent of the VaW HOA.
- 8. WAIVER AND BREACH. A waiver by the VaW HOA of any breach of any term or condition hereof shall not be deemed a waiver of any other, or any subsequent breach. In the event that the VaW HOA is required to file a legal action due to a breach of this Agreement by the Applicant, the Applicant shall be responsible for the costs of the action, including, but not limited to, reasonable attorney’s fees as determined by the court.
- 9. VENUE. This Agreement shall be interpreted and enforced in accordance with the laws of the Commonwealth of Virginia and James City County. Both parties hereto expressly agree that if legal action is required to interpret or enforce this Agreement, said action shall be filed in James City County, Virginia.
- 10. BINDING OBLIGATION OF ENTIRE AGREEMENT, COUNTERPARTS. This Agreement shall constitute the entire Agreement between the parties (inclusive of Exhibit “A” and Exhibit “B”) No variance or modification of this Agreement shall be valid or enforceable except by another agreement, in writing, executed and approved in the same manner as this Agreement.
- 11. SEVERABILITY. In the event that any part of provision of this Agreement shall be adjudged unlawful or unenforceable under Virginia law, any lawful intent of the provision and the remainder of this Agreement shall nonetheless survive and remain in full force and effect.

IN WITNESS WHEREOF, the Applicant and the VaW HOA, by its duly authorized representative, have executed this Agreement on the day and year written below.

Town Management

By: _____

(without personal recourse)

Title: Management Agent

Town Management

Date: _____

Member/Homeowner:

Signature: _____

Address: _____

Phone: _____

Email: _____

Date: _____

**Electronic signature is will be accepted if the application is emailed. Otherwise, an ink signature is required on page 3 and page 5.

Exhibit A

Villages At Westminster

Clubhouse Rules and Regulations

These rules and regulations concern the 'private use' of the VaW HOA Clubhouse by the Member/Homeowners of the VaW HOA. For purposes of this resolution, the term 'private use' shall be defined as use for any and all purposes other than by the Board of Directors (BOD), it's established committees, management, or activities recognized by the Board.

Policy Statement: Pursuant to the Declaration of Covenants, Conditions and Restrictions of the Villages at Westminster, Article II, Section I, each Owner has a right and easement of enjoyment in the Common Area, including the Clubhouse and pool, subject to the right of the Association to establish reasonable rules and regulations for their use. This Policy relates to the CLUBHOUSE only. There is a separate Policy relating to the Pool. Proper use and care of the clubhouse is imperative to its continued viability. The VaW HOA Board of Directors encourages Owners to continue to use the clubhouse for a variety of uses. The following regulations shall apply to any use of the clubhouse.

1. Applications for reserving the clubhouse must be made at least two (2) weeks before the requested date. Applications must be submitted, with any applicable fees, to Town Management. Applications may be submitted only by Residents in good standing who are not delinquent in the payment of assessment or fee or in violation of any VaW Covenant. The Rental Fee and Security/Janitorial Deposit are to be made payable to Villages at Westminster in two (2) separate Checks/Money Orders only.
2. Any health restrictions regarding indoor events will follow guidelines set forth by the office of the Governor and will be posted on the clubhouse doors.
3. NO SMOKING or VAPING is permitted within the clubhouse or pool area; smoking and vaping are only permitted in the outdoors designated smoking area.
4. All persons entering the clubhouse must be dry with no wet swimsuits, towels or clothes.
5. NO pets are permitted inside the clubhouse.
6. If the Applicant wants to reserve the Pool, 7pm-10pm, along with the Clubhouse, additional fees will be charged and additional rules must be complied with. See Pool Rental application for additional rules and policies.
7. If you choose to use the Pool in conjunction with the rental of the Clubhouse during normal pool hours, only a maximum of 4 non-resident guests are permitted with the Member/Homeowner. All residents and guest must comply with the Pool Rules of the VaW HOA Board of Directors.
8. When playing music at the Clubhouse, the volume must not exceed a moderate level, and the doors and windows must remain closed. Excessive noise, vulgar language, and abusive or unacceptable behaviors resulting in complaints will not be tolerated and may result in the immediate cancellation of the event.
9. Nothing may be adhered to the doors or walls. No staple guns, hot glue guns, nails, or thumbtacks are to be used to decorate the clubhouse. Use of any of these prohibited items or methods will result in the forfeiture of all of the Security/Janitorial Deposit. Failure to return furniture an tables/chairs to

the proper location and with proper care could result in the forfeiture of the Security/Janitorial Deposit.

- 10. The Applicant may not sell or charge guest or invitees for access to the clubhouse or in any way that may be construed to charging for the use of the facility, including but not limited to admission, minimum purchase requirements, facilities fees, or charge for attendance at such events such as camps, events, etc.
- 11. There must be clear access to each exit at all times. Tables, chairs and other items may not block the doors.
- 12. All applicable county and fire codes apply.
- 13. The parking lot must not be blocked to the extent that it delays emergency responders and vehicles from accessing the Clubhouse and Pool.
- 14. The Applicant will be responsible for cleaning the Clubhouse, rest rooms and any other area used, including all equipment and furniture, immediately after the function ends. Cleaning includes vacuuming or damp mopping the floor as needed and wiping down the counter tops, tables and chairs. The Applicant will also be responsible for placing all trash (including rest rooms) in the containers outside of the main Clubhouse doors. A cleanup checklist is provided the day of the rental. Failure to follow the cleaning checklist could result in forfeiture of the Security/Janitorial Deposit.
- 15. All applicable county and fire codes apply.

<p>Fees Submitted:</p> <p>\$_____ for Clubhouse</p> <p>\$_____ Security/Janitorial Deposit</p> <p>\$_____ Total</p>
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<p>For Management Office Use:</p> <p>Renter in good standing? _____</p> <p>Deposit Received: _____ (date/amt)</p> <p>Rental Received: _____ (date/amt)</p> <p>Deposit Returned: _____ (date/amt)</p>
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I hereby acknowledge that I have read and understand the VaW Clubhouse Rules and Regulations and agree to abide by all the terms therein. I further agree to protect, indemnify, hold harmless, and defend the Villages at Westminster Homeowners Association, Inc. and its officers, employees an agent from any and all claims, liabilities, damages, or rights of action, arising from or in connection with the use of the clubhouse or pool by me, my guests or invitees.

I understand that any cleaning fees will be deducted from my Security/Janitorial deposit and I am responsible for any repairs in excess of my deposit.

VaW Applicant Signature: _____

Mail Application: Town Management, PO BOX 5010, Williamsburg VA 23188

Danielle, Town Management, danielle@townmanagement.net

Electronic signature will be accepted if application is emailed. Otherwise, an ink signature is required.

Exhibit B

Villages At Westminster

Clubhouse and Pool Rental Fee Structure

Nature and Function/Activity	Fee(s)	Security Deposit **
Function/activity that is a VaW sanctioned* community group or club (e.g., Book Club, Garden Club, scouting group, etc.) A resident must be the Applicant and must be present	None	None. The responsible resident must complete a waiver for the sanctioned use which must be approved by the board. Cleaning fees may apply.
Social activity sponsored by VaW or a particular neighborhood with the VaW (Kensington, Somerset, Cambridge and Oxford) where all attendees are VaW residents. A resident must be the Applicant and must be present	None	None. Cleaning fees may apply
Private Party sponsored by a Resident primarily for the enjoyment for that Resident or their family, or an exclusive group of residents but not open to all residents. A resident must be the Applicant and must be present.	Clubhouse only \$25.00 per hour, not to exceed \$175.00 for a full day Pool ***: \$75.00 fee for a maximum of 3 hours. Does not include Lifeguard fees	\$250 Clubhouse \$250 Pool ***If you rent both the Clubhouse and Pool there will be a \$500 deposit. Additional cleaning fees may apply
Non-VaW function (such as civic, business, commercial, non-family wedding party, clubs) for which the Resident certifies that they will be a significant participant, will be in attendance and accepts all responsibility for the actions of the group	Clubhouse only \$25.00 per hour, not to exceed \$175.00 for a full day Pool ***: \$75.00 fee for a maximum of 3 hours. Does not include Lifeguard fees	\$250 Clubhouse \$250 Pool ***If you rent both the Clubhouse and Pool there will be a \$500 deposit. Additional cleaning fees may apply Pool rental fees are refundable if the pool is closed by order of the lifeguard due to weather. Lifeguard costs are not refundable.