

Rental Agreement for the use of the Villages at Westminster Pool

The undersigned requests permission to rent and use the Villages at Westminster Pool. 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:** _____

Ok to put my name on the Vaw website calendar Surprise party; do not use name on Vaw Calendar

Date Requested: _____

Pool Rental only available AFTER normal pool hours. Available between 7pm-10pm.

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 Pool and bathrooms (or other such rooms or property as identified in the Agreement at the Villages at Westminster Pool (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 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 \$300 (Three hundred Dollars) for the 3-hour period (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) 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.
- g) 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.
- h) 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.

- i) **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 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

Pool Rules and Regulations

These rules and regulations concern the 'private use' of the VaW HOA Pool 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 Pool, subject to the right of the Association to establish reasonable rules and regulations for their use. This Policy relates to the POOL only. There is a separate Policy relating to the Clubhouse. Proper use and care of the Pool is imperative to its continued viability. The VaW HOA Board of Directors encourages Owners to continue to use the Pool for a variety of uses. The following regulations shall apply to any use of the Pool.

1. Applications for reserving the Pool 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. Applicant is responsible for hiring lifeguards from Clearwater Pool Management. Town Management can provide the contact information.
3. Application for the Rental of the Pool will remain in 'Pending' status until Town Management has received confirmation directly from Clearwater Pool Management that a lifeguard has been secured and paid.
4. Pool facilities are under the direct supervision of the lifeguards, who have been directed by the HOA Board of Directors to strictly enforce these Rules. The lifeguard will coordinate with the Pool Committee Chair.
5. The lifeguard is in charge and must be obeyed and respected. Lifeguards have the authority to ask your guests to leave the pool for infractions of the Rules or unsafe or inappropriate behavior.
6. Any health restrictions regarding close proximity events will follow guidelines set forth by the office of the Governor and will be posted on the Pool doors.
7. Use of the pool is at the Applicant, guests or invitees' own risk.
8. Civil behavior is required. Running, pushing, wrestling or causing undue disturbances in or around the pool is prohibited.
9. The pool may be closed by the lifeguard or the Pool Committee Chair for maintenance, health reasons or adverse weather. The pool area will be cleared for one half hour each time thunder is heard. The pool area will be cleared for one hour each time lightning is seen.

10. Lifeguards do not immediately supervise the wading pool. The wading pool is intended for children no older than seven (7) years of age.
11. No one is allowed to use the pool if they have gaping wounds/oozing skin, obvious skin disorders or infection, nasal or ear discharge, conjunctivitis (pink eye), contagious or infectious or communicable diseases such as a virus, a cold, mumps, chicken pox, impetigo, etc.
12. NO DIVING is allowed.
13. NO alcohol is permitted in the pool or in the pool area.
14. NO smoking, E-Cigarettes, or vaping is permitted within the Pool or pool area; smoking and vaping are only permitted in the outdoors designated smoking area.
15. NO chewing gum in the pool or the pool area.
16. NO glass containers of any kind allowed in the pool or pool area.
17. NO metal objects in the pool.
18. NO pets are permitted inside the pool or pool area.
19. All trash must be placed in the proper trash receptacles.
20. When playing music at the pool, the volume must not exceed a moderate level. 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.
21. All children in diapers must wear a swim diaper (Little Swimmers, etc) in the pools. Used diapers are disposed of in provided bagged trash cans.
22. Appropriate swimwear is required.
23. No bicycles, roller skates, roller blades, skateboards, or scooters are allowed in the pool area
24. Pool toys, footballs, balls, floats, and frisbees, etc are permitted in the pool due to distancing requirements. The use of footballs, balls and frisbees is dependent on how many guests are in the pool. The lifeguard will determine if they are permitted. NO OVERSIZED FLOATS WILL BE ALLOWED.
25. Failure to return furniture and tables/chairs to the proper location and with proper care could result in the forfeiture of the Security/Janitorial Deposit.
26. The Applicant may not sell or charge guest or invitees for access to the pool 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.
27. There must be clear access to each exit at all times. Tables, chairs, and other items may not block the pool gates.
28. All applicable county and fire codes apply.
29. The parking lot must not be blocked to the extent that it delays emergency responders and vehicles from accessing the Pool and Clubhouse.
30. The Applicant will be responsible for cleaning the Pool, rest rooms and any other area used, including all equipment and furniture, immediately after the function ends. Cleaning includes straightening of all pool chairs and lowering all umbrellas. The Applicant will also be responsible for placing all trash (including rest rooms) in the large trash containers outside of the main Pool gate.
31. All applicable county and fire codes apply.

Fees Submitted:

\$ _____ Pool

\$ _____ Security/Janitorial Deposit

\$ _____ Total

For Management Office Use:

Renter in good standing? _____

Deposit Received: _____ (date/amt)

Rental Received: _____ (date/amt)

Deposit Returned: _____ (date/amt)

I hereby acknowledge that I have read and understand the VaW Pool 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 Pool 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, Point of Contact, danielle@townmanagement.com

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

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 ***: \$300 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 ***: \$300 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.