

**Westbriar Condominium Unit Owners Association and
Westbriar Plaza Condominium Unit Owners Association**

CLUBHOUSE RENTAL AGREEMENT

This Lease Agreement is hereby entered on (date) _____ between WESTBRIAR PLAZA CONDOMINIUM UNIT OWNERS ASSOCIATION (Association) and (Resident/Lessee) _____, whose address is:

Home phone: _____

Work phone: _____

Cell phone: _____

Date of Rental _____

Time: _____ to _____

LEASING CONDITIONS

RENTAL HOURS: The Clubhouse must be **cleaned, and vacated immediately following the event. Hours for rental are Friday and Saturday 10:00 am to Midnight; and Sundays, 10:00 am to 10:00 pm. Clean-up of the facility must be completed within the time frame of the rental.**

OCCUPANCY/USE: MAXIMUM CAPACITY of the clubhouse is sixty-four (64) people. No use of the spa or fitness center is permitted during the event.

REQUIREMENTS & RESTRICTIONS:

1. Only members and residents of the Associations may lease the clubhouse. The lessee must be present at each function for which he/she reserves the clubhouse. The lessee is responsible to leave the clubhouse, grounds and parking areas in the same condition as they were prior to use by the lessee.
2. No one under the age of eighteen (18) may sign the Clubhouse Rental Agreement, and no one under the age of twenty-one (21) may have a function where alcoholic beverages are served. If alcohol is going to be served or allowed the lessee must obtain, and show proof of an event license from the Virginia Department of Alcoholic Beverage Control.
3. Door charges, donations, charity events and profit functions are prohibited.
4. The lessee is entitled to inspect the clubhouse and grounds prior to use. During the inspection any damage to the furniture, appliances, and/or facility must be noted and brought to the attention of an assigned representative prior to commencement of the event. Unless so noted, it is agreed that the lessee will be held responsible for any damages to the furniture, facility, and appliances. The condition of the clubhouse will be inspected the following day/business day.
5. The cleanup must include, but is not limited to, removal of all rental and catering equipment; vacuuming and damp mopping the hardwood floors, clearing all trash and returning furniture to the proper positions. The completion of all clean-up activities must be within the allotted rental time, so please plan accordingly.

6. All trash must be removed from the premises and discarded in the provided resident trash cans in the garage. If the trash cans are full, then the trash must be discarded at the lessee's residence.
7. **Lessee agrees to notify the management company; Advantage Community Management and/or the proper authorities immediately of any and all emergencies at 703-279-6556.**
8. If an event is to be catered, a certificate of insurance from the caterer must be provided to the Association at least ten (10) days prior to the event. The certificate of insurance must include the Association as named insureds. The caterer must agree to indemnify and hold harmless the Association, its directors, officers, employees, agents and managing agent from any and all claims resulting from the use of the facility.
9. **THIS IS A SMOKE FREE CLUBHOUSE.** Under no circumstance will smoking be tolerated in the clubhouse or around immediate perimeter of the facility. Any evidence of smoking in the facility will result in forfeiture of the entire deposit.
10. The lessee will indemnify and hold harmless the Association, its directors, officers, employees, agents and managing agent from any and all claims resulting from the use of the facility.
11. Management reserves the right to enter the facility at any time, terminate the reservation and/or the event at any time if the lessee violates any of the rules of use. Additional fees may be charged at the discretion of the Board if management or emergency personnel respond to disturbances caused by the rental of the facility.
12. Only service animals shall be brought into/allowed in the facility.

LESSEE RESPONSIBILITIES:

1. The lessee will be held responsible for the conduct of his/her guests.
2. During and after the occasion of the event, the guests are asked to not linger outside the clubhouse; to not carry alcoholic beverages outside the clubhouse; and to show consideration for the other residents of the community.
3. Any use of the clubhouse must be strictly in accordance with all applicable rules and regulations as well as all laws and ordinances of the County, State and Federal governments.
4. Any sale or resale of alcohol is strictly **prohibited**.
5. Any disturbance resulting in a legitimate complaint will be a cause for the immediate termination of the Lessee's use of the clubhouse. Future use of the clubhouse by the lessee, if granted, will be subject to any special provisions deemed necessary by the Board of Directors/the management company; Advantage Community Management.
6. The lessee agrees to hold harmless the Association and its management from any and all liabilities and actions for injuries or damages sustained by the lessee and his/her guests resulting from the use of the clubhouse and its facilities.
7. The Association and management will not be held responsible for any loss or damage to any personal property of any kind.
8. No decorations may be affixed to any part of the clubhouse with any item that will pierce or peel or otherwise damage the surface of the walls, ceiling, cabinets, window areas, tables, chairs, etc., by tape, thumbtacks, nails, pins, or any other items.
9. The use of fireworks and loud music is **prohibited**.

FINANCIAL CONSIDERATIONS:

1. **A rental payment in the amount of \$40.00 per hour with a four (4) hour minimum is required when reserving the clubhouse.** Hours are not pro-ratable. The agreement will not be effective, nor the lease date be reserved, until such payment is received.
2. **A security deposit of \$150.00 for events where alcohol will NOT be present and \$250.00 for events where alcohol will be present is due with the application.** The security deposit amount is fully refundable, after use of the clubhouse, only if the lessee has met all leasing conditions. The deposit may be applied against any damages, discrepancies, or violations. In the event the lessee leaves the facility in a condition that requires more than a standard re-inspection, the lessee will be liable for the hourly charge(s) for the time expended by the Association representative and/or janitorial contractor in connection with cleanup/repair efforts concerning the facility resulting from such rental. This may include, but is not limited to contractor coordination, subsequent inspections, accounting procedures, cleaning etc.
3. The security deposit shall be refunded only if premises, furniture, appliances, fixtures and appurtenances are found, upon inspection to be in the same condition as at the commencement of the period. The minimum charge for any infraction or damage found will be \$100. The determination as to whether the premises are in a satisfactory condition shall be in the sole discretion of the Association representative who shall determine the cost of any necessary additional cleaning, repairs or replacements of any property damaged during the use of the Clubhouse, which may also include the costs of any extraordinary cleaning services, if necessary.
4. The security deposit shall not be considered liquidated damages and the lessee shall be responsible for any damages in excess of the amount of the security deposit. Additionally, the lessee is hereby advised that in the event of any breach on the part of the Lessee, his/her guests, agents, servants, employees, licenses, customers or invitees of any law or rule or regulation of the Association, Lessee's entire security deposit may be withheld and/or privileges to utilize this or any other facility of the Association indefinitely suspended. Lessee shall be responsible for any and all damages and violations that occur due to the use of the Clubhouse regardless of whether Lessee personally caused the damage. Lessee agrees to pay all reasonable costs, including legal fees, court costs and administrative fees, in the collection of any outstanding obligation owed to the Association resulting from the enforcement of the Association's policy concerning the reservation of the Clubhouse.
5. If Lessee fails to pay any sum due to the Association after thirty (30) days of a final decision, the principal amount due shall bear interest from the date due at rate to be set by the Board of Directors (but not in excess of the prime interest rate plus one percent (1%)).
6. Lessee shall be subject to the Association's enforcement procedures for violations of the governing documents if Lessee violates this policy. The Association shall be permitted to take all actions authorized by the Association's Declaration, Bylaws and policy resolutions and the local, state and Federal governments, including levying an assessment against Lessee's Lot. All charges imposed against Lessee shall constitute a lien against Lessee's Lot.

CLEANING INSTRUCTIONS

1. Vacuum all carpets
2. Empty trash and replace liner (provided by association)
3. Mop up any spills
4. Clean kitchen if used (sweep/mop, empty trash, clean countertop, remove any used dishes or food, beverages etc.)
5. Check and clean restroom (sweep/mop, empty trash, clean countertop)
6. Remove all decorations (**tape and other adhesives are not allowed on the walls in the clubhouse, if your decorations damage the paint, the cost of repair will be deducted from your deposit**).

Note: All homeowners and guests must be out of the party room by the time agreed to on the reservation agreement.

My Signature below certifies that I have read and agree to abide by all rules of the Rental Agreement (including Exhibit A) and will abide by all stated requirements. I understand that any discrepancies, damage, or violation of these requirements by me or any of my guests may result in the loss of my deposit, immediate termination of my privileges under this lease and/or suspension of my future use privileges.

Signature of Lessee: _____

Signature of Management Rep. _____

Date Rental Fee Paid: _____

Date Deposit Paid: _____

Key Card Issued: _____

Key Returned: _____

NOTE: THE CLUBHOUSE RENTAL FEE IS NOT REFUNDABLE UNLESS THE LESSEE CANCELS THE RESERVATION AT LEAST FORTY-EIGHT (48) HOURS PRIOR TO THE DATE OF THE EVENT.