

## West Broad Village Clubhouse

### RENTAL AGREEMENT

This Rental Agreement (hereinafter referred to as the “**Agreement**”) is entered into by and between the **West Broad Village Master Association, Inc.** (hereinafter referred to as the “**Association**”) and

\_\_\_\_\_  
Residential Owner or Leaseholder Name

\_\_\_\_\_  
Address

(Hereinafter referred to as the “**Lessee**”) for rental of space at the West Broad Village Clubhouse, (hereinafter referred to as the “**Clubhouse**”) for the use of Lessee and Lessee’s guests.

In consideration for and as material conditions of rental of the Clubhouse, the Association and the Lessee agree as follows:

- RESIDENCY.** Lessee is a residential owner or residential leaseholder at West Broad Village, will be at the event for the duration of the event and will be responsible for adherence to all rules and regulations.
- RESERVATION.** Lessee hereby reserves the following spaces(s) at the Clubhouse:  
 Party Room     Kitchen     Terrace     Pub Room     Card Room     Theater  
for rental on \_\_\_\_\_, 20\_\_ during the hours of \_\_\_\_\_ and \_\_\_\_\_ p.m. for a total of \_\_\_\_\_ guests. Rental is subject to availability of space and to the restrictions set forth in this Agreement. In the event the clubhouse rental is requested by a tenant, both the Owner of the unit and the tenant shall be required to sign this agreement as the Lessee.
- DEPOSIT & CLEANING FEE.** A deposit and non-refundable cleaning fee (in accordance with the attached rental fee schedule) shall be received from the Lessee, together with a signed copy of this Agreement, by the West Broad Village Master Association at the Clubhouse at least 14 days prior to the rental date to secure the rental. Checks shall be made payable to “West Broad Village Master Association, Inc.” If a deposit check is returned by the bank for insufficient funds, the reservation will automatically be void and the Lessee will reimburse the Association for any bank charges incurred. The full deposit will be returned within 30 days of the event subject to the room(s) being returned to their original condition immediately following the event and adherence to all other applicable provisions of the Agreement.
- RENTAL FEE.** The applicable rental fee shall be determined according to the attached rental schedule for the room(s) to be rented. Should the number of expected guests exceed the maximum occupancy of the room(s) to be rented; the Lessee will be required to rent additional space sufficient to serve the number of guests. The rental fee will be due no later than 7 days prior to the scheduled event, and shall be non-refundable unless the event must be cancelled due to circumstances beyond the control of the Lessee, i.e. damages or utility outages to the Clubhouse that would render it unsafe to be occupied or due to unforeseen extreme hardship on the Lessee.
- NON-COMMERCIAL USE.** The Clubhouse may only be rented for non-commercial purposes. No rentals involving sales, solicitations or other profit generating activities are permitted under any circumstances. This includes using the clubhouse for “business/work” related meetings and/or conferences.

6. **SET-UP & CLEAN-UP.** One hour prior to the event for set-up and one hour after the event for clean-up are included at no charge in each rental. Additional time for set-up or clean-up will incur the hourly rental fee(s). Immediately following the rental, the Lessee shall clean and return the Clubhouse to the condition that it was in immediately prior to the rental in accordance with the attached cleaning checklist. If furniture is moved, it must be returned to its original location. Pictures or other items on the walls cannot be removed for any reason. **Items cannot be taped, tacked or nailed to the walls, woodwork, doors, etc. No staple guns, hot glue guns, nails, thumb tacks, confetti or glitter are to be used to decorate the clubhouse.** Use of any of these prohibited items or methods may result in the forfeiture of some or all of the security deposit. Any rental furniture/equipment or furniture/equipment used by a caterer or DJ may not be placed until one hour prior to the event and must be removed at the end of the event unless prior arrangements are made, i.e. pick-up by the rental company the following morning. If picked up the following morning, all furniture/equipment must be stacked neatly out of the way immediately following the event so as not to interfere with normal clubhouse operation. Lessee must be available at the clubhouse for both delivery and pick-up of the furniture/equipment.
7. **POST-EVENT INSPECTION.** The post-event inspection will occur prior to the next rental and not later than the day following the rental unless a member of the Association is not available within such period, in which event, the post-event inspection will occur on such subsequent date thereafter as a Association member is available to conduct the inspection.
8. **CLEANING & PAPER SUPPLIES.** Supplies located in the Clubhouse are NOT to be used for private party rentals, with the exception of toilet tissue, hand towels and tissues in the restrooms. All cleaning supplies, cleaning tools, plates, cups, utensils, etc. must be provided by the Lessee.
9. **FIREPLACE USE.** The use of the fireplace is strictly prohibited.
10. **ACCESS.** The Lessee will be required to pick up an event rental access card at the Clubhouse for after-hours access to the Clubhouse. The card must be left in the Clubhouse office prior to exiting the building after the event.
11. **SUPERVISION REQUIRED.** Individuals under the age of 16 must be accompanied by an adult in the Clubhouse. NO ALCOHOLIC BEVERAGES ARE PERMITTED TO BE SERVED TO ANYONE UNDER TWENTY-ONE YEARS OF AGE. The Lessee, not the Association, is responsible for the conduct of his or her guests, agents, servants and invitees; however, the Association may immediately terminate the rental, require the Clubhouse to be vacated and/or immediately cleaned, and impose forfeiture of the deposit and seek any other remedies set forth in the Agreement if the Lessee violates the terms of this paragraph, or if the Lessee and/or any of his or her guests, agents, servants, or invitees engages in theft, damage or destruction to the Clubhouse or any other Association property, or the property of any individual homeowner, or if the Lessee and/or any of his or her guests, agents, servants, or invitees create a nuisance.
12. **ALCOHOL USE.** If alcohol is to be served at the event, an ABC Banquet License must be obtained by the Lessee and should be provided to the Association at the time the rental fee is submitted but must be submitted no later than the day of the event, prior to the event. The license must be posted at the event at all times and all conditions of the license must be met and adhered to. License applications may be obtained at <http://www.abc.state.va.us/enforce/forms/banquet.pdf> or by calling 804-213-4624.
13. **SMOKING IS NOT PERMITTED – This includes the terrace area as well.**

14. **MAXIMUM OCCUPANCY.** By order of the Henrico County Fire Department, spaces within the Clubhouse have maximum occupancy limits. No private function may exceed the limits for the space(s) rented. Full responsibility for any penalties for violation of such order will fall upon the Lessee and the Lessee shall indemnify, defend and hold the Association harmless for any penalty assessed or damage, which occurs as a result of any such violation.
15. **ENDING TIME.** All Clubhouse functions must end by 11:00 p.m. Only cleanup activities will be permitted between 11:00 p.m. and 12:00 a.m. and all guests must leave by 11 p.m. (or the end of the rental whichever is earlier). Lessee will make reasonable efforts to ensure that he or she and his or her guests, agents, servants, and invitees are considerate of the neighbors and that noise is kept to a reasonable level.
16. **RESTRICTED HOLIDAYS.** The Clubhouse cannot be rented for private parties on Easter, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve or New Year's Day.
17. **EVENT PRIORITY.** Priority will be given to previously scheduled Association sponsored events over private resident events if there is a conflict in scheduling.
18. **SIMULTANEOUS USE.** Depending on which spaces are rented, there could be occurrences of simultaneous events that require shared use of the restroom facilities. Further, Clubhouse restrooms may be used by other clubhouse or pool patrons during the time of the rental; the restrooms are not for the exclusive use of the Lessee and his or her guests.
19. **POOL, FITNESS CENTER & MOVIE THEATER.** Rental of the Clubhouse **does not include the use of the pool facilities, fitness center or movie theater by any event participants at any time**, including but not limited to, the Lessee, his guests, agents, servants, or invitees during the time period of the event.
20. **RESTRICTED AREAS.** Unauthorized use of spaces not specifically included with the rental will result in an immediate forfeiture of the security deposit.
21. **PARKING.** Due to limited parking around the Clubhouse and so as not to impede adjacent residents' or their guests' ability to access spaces in front of their homes, rental guest parking must be directed to P3 parking garage or South University parking lot. Guest of clubhouse "Lessee" are not to park on either side of the clubhouse.
22. **MEMBERSHIP STANDING.** Lessee understands that rental of the Clubhouse is merely an accommodation to members of the Association. A material breach by Lessee of the terms of this Agreement shall be grounds for the Association to suspend or terminate at its option the right of the Lessee to future rentals. Only members of the Association whose fees are current shall be entitled to rent the Clubhouse.
23. **HOLD HARMLESS PROVISION.** Lessee shall hold the members, officers and directors of the Association harmless from any and all damages and/or liability, which may incur from the conduct and/or activities of the Lessee and/or the Lessee's agents, servants, and guests. This hold-harmless provision shall include, but not be limited to, injuries, which are related to personal bodily injury and/or property damage. Lessee agrees to assume all risk for any materials, goods, equipment, etc. placed in the Clubhouse during the entire time said materials, goods, equipment, etc. are in the Clubhouse.
24. **INSURANCE.** For Insurance purposes, the Clubhouse shall be treated as an extension of your dwelling. Lessee warrants, represents and agrees that Lessee has valid liability coverage (homeowner's or

commercial) and Lessee shall provide proof of such coverage to the Association prior to the date for the rental. Failure to provide proof will permit the Association to cancel this Agreement and deny rental upon return of executed rental agreement. In the event cancellation occurs due to lack of adequate insurance, the security deposit and cleaning fee will be refunded.

25. **DAMAGES.** Lessee is responsible for any loss or damage to the Clubhouse or other Association property that occurs during the rental of the Clubhouse. The cost of repair or replacement of any such loss or damage shall be deducted from the security deposit. Lessee shall be responsible for reimbursement of any cost of repair or replacement of any such loss or damage, the cost of door lock replacement and/or additional cleanup cost incurred by the Association, which separately or collectively exceeds the amount of the security deposit and cleaning fee. In addition to all other remedies available to the Association, if prompt reimbursement is not made to the Association for any costs incurred for repair, replacement and/or cleanup, Lessee's right to future rentals will be suspended or terminated at the option of the Association.
26. **LEGAL RIGHTS OF THE ASSOCIATION.** The Association may institute suit against Lessee in a Virginia state court of competent jurisdiction in Henrico County for breach of this Agreement, including, without limitation, failure of the Lessee to reimburse the Association for any costs incurred for repair, replacement and/or cleanup and/or failure of the Lessee to comply with the hold-harmless provisions. If the Association prevails in such action, in addition to other damages, Lessee will be liable for the Association's costs of suit and reasonable attorney's fees. Such fees shall be collected from the Lessee in the same manner as provided in the governing documents for the collection of delinquent assessments.
27. **SEVERABILITY.** In the event that any covenant, condition, or other provision in this Agreement is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair, or invalidate any other covenant, condition, or provision contained in this Agreement. If such covenants, condition, or other provision is held invalid due to its scope or breadth, such covenant, condition, or other provision shall be deemed valid to the extent of the scope or breadth permitted by law.

**The Rental Fee, due 7 days prior to the event is:** \_\_\_\_\_

Received by: \_\_\_\_\_ Date: \_\_\_\_\_

Check #: \_\_\_\_\_

**The Security Deposit due 14 days prior to the event is:** \_\_\_\_\_

Received by: \_\_\_\_\_ Date: \_\_\_\_\_

Check #: \_\_\_\_\_

**The Cleaning Fee due 14 days prior to the event is:** \_\_\_\_\_

Received by: \_\_\_\_\_ Date: \_\_\_\_\_

Check #: \_\_\_\_\_

**Evidence of Insurance Coverage:**

Received by: \_\_\_\_\_ Date: \_\_\_\_\_

**ABC Banquet License:**

Received by: \_\_\_\_\_ Date: \_\_\_\_\_

**This Agreement has been read and agreed to by all Parties who affix their signatures below:**

**\* LESSEE** \_\_\_\_\_ Date: \_\_\_\_\_, 20\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

Address: \_\_\_\_\_ Home Phone \_\_\_\_\_

\_\_\_\_\_ Cell Phone \_\_\_\_\_

**WEST BROAD VILLAGE MASTER ASSOCIATION INC.**

By: \_\_\_\_\_ Date: \_\_\_\_\_, 20\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

**\* OWNER MUST ALSO SIGN IF LESSEE IS A TENANT**

By: \_\_\_\_\_ Date \_\_\_\_\_, 20\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

**West Broad Village Clubhouse Rental Agreement -  
Clean-Up Checklist**

**Lessee Name:** \_\_\_\_\_

**Date of Event:** \_\_\_\_\_      **Time of Event:** \_\_\_\_\_

- | <b>Lessee</b>            | <b>Inspector</b>         |   |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | All trash inside and outside has been picked up and placed in tied bags and deposited in the Clubhouse supercans on the Tractor Barn side of the building |
| <input type="checkbox"/> | <input type="checkbox"/> | All cigarette butts have been removed from the exterior receptacle, placed in a tied bag and deposited in the Clubhouse supercans.                        |
| <input type="checkbox"/> | <input type="checkbox"/> | All furniture has been returned to its original position/configuration including tables, chairs, couches, etc.  |
| <input type="checkbox"/> | <input type="checkbox"/> | All countertops and cabinets have been wiped down and are clean.  |
| <input type="checkbox"/> | <input type="checkbox"/> | All floors have been swept and/or vacuumed.   |
| <input type="checkbox"/> | <input type="checkbox"/> | Bathrooms have been checked, trash removed and any incidental items removed. The Lessee's cleaning fee covers cleaning and wiping down of the bathroom.   |
| <input type="checkbox"/> | <input type="checkbox"/> | All tables and chairs have been wiped down and are clean (this includes outdoor tables and chairs if the terrace is part of the rental.                   |
| <input type="checkbox"/> | <input type="checkbox"/> | All food removed from refrigerator, cabinets, etc.  |
| <input type="checkbox"/> | <input type="checkbox"/> | All appliances including the refrigerator, stove, microwave and dishwasher have been wiped down, cleaned and emptied.                                     |
| <input type="checkbox"/> | <input type="checkbox"/> | All lights are turned off.  |
| <input type="checkbox"/> | <input type="checkbox"/> | All rental furniture/equipment has been picked up or if prior arrangements were made, has been stacked neatly for pickup the following morning.           |
| <input type="checkbox"/> | <input type="checkbox"/> | All doors have been locked (if unlocked) & Access Card has been left in the Clubhouse Office.   |

**Date Inspected:** \_\_\_\_\_      **Inspector's Signature:** \_\_\_\_\_

**Deficiencies Noted:** \_\_\_\_\_  
\_\_\_\_\_

**Security Deposit to be Refunded in Full:**  **OR Recommended Security Deposit Deduction:** \_\_\_\_\_