

Rental Agreement for use of The Grove Clubhouse

The undersigned requests permission to rent and use The Grove Clubhouse. The undersigned is an owner of real property in The Grove Neighborhood. The undersigned wishes to use the Clubhouse from ____ o'clock ____ .m. to ____ o'clock ____ .m on the ____ day of _____, 20____.

Rules: The undersigned agrees to abide by The Grove Homeowners Association rules and policies for the Clubhouse, attached as Exhibit A. It is understood that a Member of the Board of Directors of The Grove Homeowners Association, or a person designated by the Board, may inspect the Clubhouse including furniture, window coverings, equipment and the area surrounding the Clubhouse, before and after use by the undersigned. Any items not in good condition will be repaired or replaced as necessary. The undersigned agrees to pay for any repairs or replacement, and if it is not promptly paid, The Grove Homeowners Association, shall have a lien against the home owned by the owner for payment of same, which lien may be collected in the same manner as yearly assessments.

Hold harmless and indemnification: The undersigned hereby releases and shall hold harmless and indemnify The Grove Homeowners Association property owners and the employees, contractors, agents, affiliates, and related entities thereof for all claims, attorneys fees, and other costs or liabilities incurred by or asserted against any of the foregoing as a result of use of The Grove Clubhouse by owner or guests.

Condition of Clubhouse before and after: The undersigned agrees to inspect the Clubhouse prior to acceptance and report any damage found.

Alcohol/Virginia host/liquor laws: The undersigned understands that under Virginia law, a host of any social event or business function where alcoholic beverages are served may be personally liable for any property damage, personal injuries, or loss of life resulting in whole or in part from the host's negligence in allowing any intoxicated guest or attendee to be served alcohol. Such liability may include harm to the intoxicated individual himself and also harm to total strangers involved in automobile accidents, etc. caused by that intoxicated individual. The undersigned further agrees that no alcoholic beverage of any sort will be served to any minor or intoxicated person. The undersigned agrees to be fully responsible for all accidents or claims that may arise as a result of any accident, injury, or damage to person or property during the time that the undersigned has the Clubhouse rented.

Renter may need a **banquet, banquet special event or mixed beverage special event** ABC license. Please visit <http://www.abc.state.va.us/index.html> for guidance. Banquet (also known as one-day) licenses are issued to individuals for private events where alcohol is provided at no charge to guests.

The Grove Clubhouse Rental Signature Page

The Grove Homeowners Association

Clubhouse Representative:

Grove Homeowner:

Printed Name

Printed Name

Signature

Address

Signature

Total number of attendees: _____

Date: _____

Attachment: Exhibit A – Clubhouse Rules

Payment Information

Date: _____

\$ _____ Rental Fee Received (Check # _____)

\$ _____ Security (Cleaning \$75) Deposit Received (Check # _____)

\$ _____ Security (Damages \$150) Deposit Received (Check # _____)

Please check one of the following:

_____ Shred my deposit checks

_____ Return my deposit checks (resident to pick up)

Signature of person receiving rental fee: _____

Cancellations: 50% of the rental fee will be returned for cancellations prior to 7 days of rental date. Cancellations within 7 days of rental date will forfeit entire rental fee unless cancellation is due to severe weather (board approval required for refund).

Please note that only one rental per date is allowed

Rules for the use of The Grove Clubhouse by Owners Exhibit

A

Please Initial Each Item

1. _____ **Fee:** Each Grove owner renting The Grove Clubhouse will sign a rental agreement and release prior to renting the Clubhouse. The rental fee is payable in advance.
2. _____ **Rental Fee:** A rental fee must be paid in advance by the renter. The rental fee options are: A. \$75.00 for a minimum of 3 hours. \$125 for 6 hours - \$10.00 for each additional hour after 6 hours.
3. _____ **Alcoholic beverages:** Alcoholic beverages may not be served to minors or intoxicated persons at the Common Area. Under Virginia law, a host of any social event or business function where alcoholic beverages are served may be personally liable for any property damage, personal injuries, or loss of life resulting in whole or in part from the host's negligence in allowing any intoxicated guest or attendee to be served alcohol. Such liability may include harm to the intoxicated individual himself and also to total strangers involved in automobile accidents, etc. caused by that intoxicated individual.
4. _____ **Smoking:** No smoking is permitted within the clubhouse at any time.
5. _____ **Assessments current:** The Clubhouse is not available for rental to any resident if The Gove Annual Assessments and other sums due the Association by that resident are not current.
6. _____ **Owner as host:** Only (1) owner or (2) immediate family members of owners may reserve the Clubhouse. The Grove owner must be present at all times at the function for which the Clubhouse is rented and must be the primary host of the event. Owners may not reserve the area on behalf of a third party.
7. _____ **Pool:** The pool area is separate from the Clubhouse and may not be rented. There should be no guest traffic on pool decks.

8. _____ **Clubhouse Access:** Bathrooms are shared with pool traffic and lifeguards must have access to kitchen.

9. _____ **Music:** Music, and/or any other noise, must be kept at a level that it cannot be heard in the surrounding homes in the area. The renter of the Clubhouse will be responsible for seeing that there are no loud noises from the guests either coming to or leaving the function at the Clubhouse.

10. _____ **Damage:** The Grove homeowner will be responsible for the repair or replacement of any damage done to the Clubhouse, or its furniture, equipment, or window coverings. In addition to the rental fee, a \$150.00 security fee will be assessed to the renting homeowner if there are damages. **Nothing may be taped to the windows, doors or walls. Failure to return furniture and tables/chairs to the proper location and with proper care could result in forfeiture of security deposit.**

11. _____ **Key return:** The key for the Clubhouse will be returned to the person from whom it was checked out immediately after a function at the Clubhouse. Failure to return the key within 6 hours after the end of the function will result in a \$25.00 key assessment (this includes lost keys).

12. _____ **Clean up of Clubhouse:** The Grove homeowner who rents the Clubhouse will be responsible for cleaning the Clubhouse, the 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 renter will also be responsible for placing all trash (including bathrooms) in the containers outside the kitchen doors. **A cleanout checklist is provided to all renters as part of the key pickup package. Failure to follow cleaning checkout procedures could result in forfeiture of security deposit.**

13. _____ **Assumption of risk:** The Grove owner will assume full responsibility for any and all accidents or claims that may arise as a result of any accident or for any other reason in connection with the function or lease of the Clubhouse by the owner and said owner shall agree to the hold harmless and indemnity provisions contained in the Rental Agreement to which these rules are attached.

14. _____ **Heat/AC:** Heat and/or air conditioning must be returned to the original setting and lights are to be turned off by The Grove resident when the function is over.

14. _____ **Lock doors:** The Grove owner will lock the doors and close and lock all windows when the function is over and at any time the Clubhouse is unoccupied.

15. _____ **City codes:** All applicable city and fire codes apply.

16. _____ **Occupancy limit:** The maximum occupancy for the Clubhouse is 150.

17. _____ **Violation:** Violations of these rules will be determined by the Board in their sole discretion. Violations to clubhouse rules and policies are addressed on a case by case basis by the Board of Directors. Members of the Board will decide if a violation has occurred hearing from the person(s) claiming the violation, the homeowner who rented the Clubhouse, and any other relevant people. Residents concerned about a possible violation in progress are instructed to contact the police. For a 1st offense, consequences to the renter may include forfeiture of the \$75 deposit and a 6 month waiting period before being able to rent again. For a 2nd offense, forfeiture of the deposit and a 1 year waiting period.

18. _____ **Cleaning fee:** In addition to the rental fee, a \$75.00 security fee will be assessed to the renting homeowner if the Clubhouse is not left in a clean condition. The Clubhouse Coordinator or Board Member has the authority to determine if clean up meets specifications and has final say.

19. _____ **Hours:** All functions must end by 11:00 p.m. on weeknights and by 12:00 am on Friday or Saturday nights.

20. _____ **Security Deposit:** In addition to the check for the rental fee, **two** deposit checks will be submitted for the clubhouse rental. A \$75.00 security deposit check for the cleaning of the clubhouse and a \$150.00 security deposit check for any damages, both to be returned to the homeowner if the Clubhouse is left in clean condition, there are no noted damages, the key is returned, and the appropriate rental fee that will be submitted to the Grove Homeowners Association at the end of the month of the event.

21. _____ **Grove Committee Use:** Grove Committees with less than 10 participants attending will be asked to change scheduled date if a resident would like to rent the Clubhouse.

22. _____ **Non-Profit Rental:** Only Scouts or similar type youth groups will be charged \$15 per rental (6 hour block), plus security deposit is required. \$5 for each additional hour. If an organization has more than 1 meeting per month, the \$75.00 deposit check will be held until all scheduled meetings for the month are completed. The renter must be a Grove resident and the organization must have 20% Grove member participation to qualify or at the discretion of the Board.

All other non-profit groups will be charged \$50 (6 hour block), plus security deposit is required. \$5 for each additional hour. In addition, these groups must submit documentation proving their 501C designation in order to qualify for the non-profit rate. If an organization has more than 1 meeting per month, the \$75.00 deposit check will be held until all scheduled meetings for the month are completed. The renter must be a Grove resident and the organization must have 20% Grove member participation to qualify or at the discretion of the Board.

23. _____ **Pets:** No pets of any kind (with the exception of service animals) are permitted in the clubhouse.

24. _____ **Free Rentals:** Free rentals are granted for events open to all neighbors of the Grove or specific Grove neighborhoods. Attendees must be Grove residents only. If fees of any kind are charged to the participants the renter would be disqualified for a free rental. Security deposit required for free events. Security deposit waived for events sponsored by the GHOA.

25. _____ **Cancellations:** 50% of the rental fee will be returned for cancellations prior to 7 days of rental date. Cancellations within 7 days of rental date will forfeit entire rental fee unless cancellation is due to severe weather (board approval required for refund).

26. _____ **Revision of dates/times:** Residents may change their rental request (date and/or time) once after the initial reservation request. Any subsequent requests to change the date or time will result in a \$15 change fee per occurrence (unless weather related).

Revised 5/6/19