

**LOUDON VALLEY II
AGREEMENT FOR THE USE OF CLUBHOUSE FACILITIES
BY RESIDENTS**

This agreement is hereby entered into on _____, 20_____, by and between the Loudoun Valley II Homeowners Association (hereinafter "LVII") and (printed name):

_____ (hereinafter the "user"), OWNER of

(Address) _____. This Agreement along with the **Application** and **LVE II Homeowners Association Policy Concerning the Use and Reservation of Clubhouse Facilities** (hereinafter the "policy") attached hereto and incorporated herein by reference constitute the entire agreement and understanding of the parties.

Type of Event: _____

1. Terms of Rental:

Date: _____

Event Start Time: _____ a.m. or p.m.

Event End Time: _____ a.m. or p.m.

- **No additional set-up or breakdown time will be permitted. Start and end times entered above define the entire rental period to include set-up breakdown/cleanup and final walkthrough.** The user shall manage guest arrival and departure times to accommodate set-up and breakdown by the user within the bounds of the start and end times. Clubhouse rental times must fall within the following guidelines:
- **Friday: 5 p.m. – 11 p.m. Saturday 10 a.m. – 11 p.m. Sunday: 10 a.m. - 10 p.m.** Facility entry will be permitted at the stated event start time. The clubhouse must be cleaned, restored and vacated by the event end time. No re-entry is permitted. Violation of the time restrictions will result in forfeiture of the security deposit, plus other costs and penalties may be applied.
- There will be a Supervisor assigned to your event, and will check on your event at their discretion.

No tape or any other substance should be used on the walls of the clubhouse. The furniture in the Rotunda is not to be moved or rearranged. Blue painter's tape will be provided for you if needed.

2. Eligibility

Residents of Loudoun Valley II, who are over the age of 21 and in good standing may rent clubhouse space for events on a first come, first served basis. Good standing is defined in the policy.

3. Fee Schedule

The clubhouse rental configurations are as follows:

Rotunda: A large lounge area with a variety of seating for 24 just off the main entrance hallway. This rental includes the kid's play room with TV. The capacity of the Rotunda is 70 people. *(Comes with the use of the Kids' Room and Bar).

Meeting Room: The Meeting Room has ten tables and 30 chairs. It includes the side patio which has seating for ten. The Meeting Room capacity is 70 people.

Rental of either room will include access to the kitchen and bathrooms. Rental time is four hours with fees for each an additional hour requested.

The Back Patio: This is a large uncovered, concrete patio. Use of the patio can be added to the rental of one or both rooms at an additional fee.

This agreement is for the user's lease of clubhouse facilities as designated in the fee schedule below. The configuration indicates the portions of the clubhouse premises that is permitted to be used during the rental period:

Check all that apply		Rental Fee
	Meeting Room (minimum 4 hours) (Additional hour)	\$350.00 (\$30.00)
	Rotunda (minimum 4 hours) (Additional hour)	\$500.00 (\$50.00)
	Meeting and Rotunda (minimum 4 hours) (Additional hour)	\$800.00 (\$70.00)
	Meeting Room plus Back Patio (minimum 4 hours) (Additional hour)	\$380.00 (\$100.00)
	Rotunda plus Back Patio (minimum 4 hours) (Additional hour)	\$580.00 (\$100.00)
	Both Rooms plus Back Patio (minimum 4 hours) (Additional hour)	\$880.00 (\$180.00)
	20 Chairs	\$25.00
	5 Tables	\$5.00 Each

4. Reservations

The resident rental reservations may be made up to three (3) months in advance. Payment of the security deposit, rental fee and execution of the agreement are required to ensure the reservation date and time are preserved.

5. Cancellations

If the rental reservation is cancelled by the user 30 days or less from the date of the rental, there will be a \$25 cancellation fee. If the rental reservation is cancelled by the user between 15 and 30 days from the event, there will be a \$50 cancellation fee. If the rental reservation is cancelled by the user less than 15 days from the event, the user forfeits 50% of the rental fee. All cancellations are subject to a \$25 administrative fee. The rental fee will not be refunded unless extraordinary circumstances prevent the tendering of the premises.

6. User Obligations

The OWNER (Renter) must be present the ENTIRE period of the Rental.

Facility Rental Fee

Based on the fee schedule and the rental configuration requested by the user and indicated above, the user shall pay LVII \$_____ for the use and enjoyment of the premises during the rental period. This fee shall be paid at the time of execution of this agreement.

Security Deposit

The user shall pay LVII the sum of **\$500.00 for the Meeting Room and \$1,000.00 for the Rotunda**, in addition to the rental fee as a security deposit. The sum shall be paid by check at the time of execution of this agreement. The security deposit will be held by LVII to secure the user's full compliance with the terms of this agreement. Within fourteen days from the date of the rental date, LVII may apply the security deposit to the payment of damages LVII has suffered due to user's failure to return the premises thoroughly cleaned and restored to the original set up, in good condition or to comply fully with the terms of this agreement. The amount of the security deposit is not the limit of user's financial responsibility in the event of damage (for example, see Policy paragraphs 9, 20, and 27, time of rental above, and standard of care and restoration below).

Payment

Payment of the rental fee shall be by check. Payment of the security deposit shall be by check separate from the rental fee. Payment shall be due at the time of application for the rental and execution of this agreement. LVII will reserve the event date and time following receipt of the application along with the security deposit and rental fee checks. If the rental fee and security deposit checks are not delivered along with the application, the reservation cannot be confirmed.

The clubhouse premises are not under any circumstances to be used to sell any item, including alcohol.

Occupancy

The occupancy limits for the clubhouse are established by the Loudoun County Fire Marshall. Maximum occupancy for any clubhouse event, regardless of the rental configuration is 150. Maximum occupancy for events where one room is rented is, 70.

Number of Guests and User Attendance

The user certifies that the number of guests invited or present for this event shall not exceed _____ persons. User agrees to personally be in attendance for the entire event and that the event may be immediately terminated if user is not in attendance. Termination will not release the user from payment for damages hereunder or for obligations and indemnification. Use of the premises is restricted to the configuration selected in the fee schedule. Use of the pool, fitness rooms or grounds is prohibited.

Alcohol

The user shall **not sell** alcoholic substances on the premises.

Illegal Substances

Under no circumstances shall the user serve, sell, purchase, allow the use of, or bring any illegal or controlled substances upon the premises.

Access by the Association

The user shall permit access to the premises by any authorized agent of LV II, during the entire rental period.

Compliance with Laws

User agrees to comply with all Federal, State, municipal, and association laws, rules and regulations while using the Premises. User agrees that all guests will comply with all Federal, State, municipal, and association laws, rules and regulations while using the premises.

Insurance

It is expected and required that any catering service (if any) is required to provide a certificate of insurance as proof that it carries comprehensive general liability insurance with limits, per occurrence, with respect to personnel injury, death and property damage. Such insurance should provide for no deductible and shall name LVII as additionally insured. The user's catering service (if any) shall also provide proof that it carries insurance coverage for products' liability claims in at least \$1,000,000, automobile liability coverage in at least \$1,000,000, workers compensation insurance and employer's liability insurance. The user's catering service (if any) shall provide LV II with a certificate evidencing all such insurance and listing LV II and the User as additional insured.

Standard of Care and Restoration

The user shall exercise due care and diligence in his/her use of the premises and shall ensure that his/her guests and invitees exercise the same care and diligence. Prior to termination of the rental period, the user shall remove all of the user's property and trash brought upon the premises and promptly deliver possession of the premises, thoroughly clean and in good condition and in compliance with the conditions and rules set forth in the policy. The premises shall be returned to LV II in the same or better condition as when received, clean and without the need for repair. If the user fails to fully clean the premises as determined solely by LV II or to repair any damages caused by the user or his/her guests or invitees, LVII shall hire a cleaning and/or repair crew to perform the tasks required to clean and/or repair the Premises, and all expenses for labor and materials for the cleaning and/or repair plus an administrative cost of \$50.00 shall be deducted from the security deposit. User shall be responsible and liable for and hereby expressly agrees to pay such costs incurred by LV II. Any expenses exceeding the amount of the security deposit shall be invoiced to the user and shall be paid by the user within fifteen (15) days of the invoice mailing. If not paid, the amount will be added to the user's assessment.

Indemnification

The user shall be fully liable for and hereby indemnifies and agrees to hold harmless the Association, its Board, Management Agent, LV II, agents, other members, residents, guests, tenants, Developer, and Toll Brothers, Inc., from any and all injuries, deaths, damages, causes of actions, claims or obligations, and any consequential or incidental damages, attorneys' fees or costs arising out of or related to omissions, negligence or willful acts on the part of the user or User's guests or invitees caused during the Rental Period. LV II shall not be liable to the user or his/her guests or invitees for any loss or damage suffered during the rental period on account of defective conditions or depreciation of the premises, structure, furniture or equipment upon the premises and user shall assume all risks to persons or property due to latent or patent defects in the premises and fixtures thereon.

7. Association (LV II) Obligations

Availability

LVII shall make the premises available to the user for the user's use and enjoyment during the entire term of the Rental Period. LVII Staff have the right to review the facility during the rental period to inspect the facility or gain access to the LVII offices located on the premises.

8. Pre-Use Inspection

The User is entitled to inspect the clubhouse prior to use. All discrepancies will be noted on the back of this agreement form and initialed by both parties. If the Lessee does not take advantage of this inspection, the condition of the clubhouse shall be as determined by

LV II's representative. The LV II Event Supervisor will provide the user with a Post Event Cleanup and Restoration Checklist to provide guidance to the user and enable to user to efficiently prepare the Premises for return to LV II.

9. Post Event Inspection and Return of premises to LV II

The user is responsible to leave the Clubhouse and the parking lot, in the same condition as it was prior to use by the User. A vacuum is provided for your use in the Clubhouse. The user and an LV II Event Supervisor will conduct a Post Event walkthrough using the Post Event Cleanup and Restoration Checklist. The Post event inspection with the LV II Event Supervisor must be completed by the end of the Rental Period. The Clubhouse will be inspected following the event and prior to return of the Premises to LV II. Any discrepancy from the original condition will be noted on the Post Event Cleanup and Restoration Checklist. The minimum charge for ANY discrepancy, damage, or violation is \$50.00.

10. Assignability

The user shall not assign the Agreement without prior written consent of the Board.

11. Waiver and Breach

A waiver by LV II of any breach of any term or condition hereof shall not be deemed a waiver of any other, or subsequent, breach. In the event that LV II is required to file a legal action due to breach of this Agreement by the user, the user shall be responsible for the costs of the action, including, but not limited to, reasonable attorneys' fees as determined by the court.

12. Binding, Obligation of Entire Agreement, Counterparts

This agreement shall constitute the entire agreement between the parties and there are no addenda to this agreement. No other 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.

13. Termination

This Agreement shall be immediately terminated upon any violation of its terms, conditions or provisions by the user. Upon such termination and the request to do so by LV II, the user shall immediately vacate the premises.

14. Severability

In the event that any part or 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 **user** and **LVII** by its duly authorized representative, have, by their signatures, executed this agreement on the day and year written below.

I, _____ have read the above use agreement, the application, and the LVII Policy Concerning Use and Reservation of Clubhouse Facilities and will abide by all stated requirements. I understand that any discrepancy, damage, or violation of these requirements by me or any of my guests may result in the loss of my deposit, additional restoration fees, and immediate termination of my privileges under this use agreement and/or suspension of my future use privileges.

Signature
of **Owner/Renter**: _____ Date _____

Owner Email Address: _____ Date _____

Owner Phone Number: _____ Date _____

Signature of
LV II Representative: _____ Date _____