

## **CENTURY OAK COMMUNITY ASSOCIATION** **CLUBHOUSE/POOL RENTAL AGREEMENT**

Century Oak Community Association, A Virginia corporation, hereby agrees to rent the clubhouse and immediately surrounding Common Area within the Association to:

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*(Clubhouse/Pool Renter's Name/Address/Telephone Number)*

It is understood by the parties that rental of clubhouse facilities will be strictly in conformance and subject to the terms and conditions contained within this Agreement which constitutes the complete and total understanding of the parties.

- A. Any and all applications for the rental of the clubhouse facility must be submitted to Armstrong Management Services, Inc., 3949 Pender Drive, Suite 205, Fairfax, Virginia, 22030, together with a required **Rental Payment of \$150 Monday – Thursday and a Security Deposit of \$500 and Rental Payment of \$250 Friday-Sunday and Security Deposit of \$500. The rental payment is for 6 hours per event including the time for set up and clean up. Each additional hour is \$50 per hour. The rental times are 10:00am-4:00pm and 4:00pm-10:00pm** in the form of two (2) checks, money orders, or cashier's checks (no cash will be accepted) made payable to "Century Oak Community Association" at least two (2) weeks prior to the desired rental date. It is understood and agreed by the parties that the Security Deposit will be returned only after the Board of Directors has verified that strict adherence to this Agreement has been carried out by the Clubhouse/Pool Renter and there are no outstanding matters to be addressed or provided for. The Board of Directors will maintain the unilateral right to retain the Security Deposit to repair any damage or pay for any maintenance or clean-up as a result of the rental of the clubhouse facilities. Please note that any false alarm that occurs that the police charge the association- the fee will be deducted from the security deposit other than a mechanical malfunction. No application will be complete, nor will it be given consideration, until the required deposits defined herein accompany it. Should it become necessary for the Clubhouse/Pool Renter to cancel this Agreement, a full refund of the deposits will be made, provided cancellation occurs no less than seven (7) days prior to the rental date, with the exception that, if cancellation is required due to adverse conditions, a full refund will be provided regardless of the time of such cancellation. In the event of a dispute as to the justification of cancellation, the Association Board of Directors will make the final determination. Cancellation other than as stated above will result in forfeiture of the Rental Payment.
- B. The Board of Directors will consider all applications on a first-come, first-serve basis. Consideration will be given to all applications on an equal basis. However, the Board of Directors reserves the right to reject an application not deemed to be suitable or in the best interest of the Association.
- C. It is understood and agreed by the parties that no charge for admission will be required from anyone attending and using the clubhouse facilities during the period of this Agreement.
- D. It is understood and agreed by the parties that the Clubhouse/Pool Renter may not allow alcoholic beverages to be consumed at the clubhouse facilities during the period of this Agreement.
- E. It is understood by the parties that the Clubhouse/Pool Renter of the clubhouse facilities will insure that any and all Federal, State and local laws and ordinances will be adhered to by all persons attending and will indemnify and hold the Association harmless for any and all violations of said laws, regulations or ordinances.
- F. It is understood by the parties that the maximum capacity of the clubhouse is not to exceed 50 persons.
- G. It is understood and agreed to by the parties that the Clubhouse/Pool Renter of the clubhouse facilities will insure that any and all Clubhouse/Pool Regulations currently in place by the Association will be adhered to by all parties attending and Clubhouse/Pool Renter agrees to indemnify and hold the Association harmless for any and all violations of said regulations.

- H. It is understood and agreed to by the parties that the Clubhouse/Pool Renter of the clubhouse facilities will indemnify and hold the Association harmless for any and all liability for personal injuries and/or property damage resulting from the use of the clubhouse facilities under this Agreement. In the event that the Association incurs any expense in defending itself against any and all claims as a result of the use of the clubhouse facilities under this Agreement, the Clubhouse/Pool Renter agrees to reimburse the Association for the same.
- I. It is understood and agreed to by the parties that the Clubhouse/Pool Renter is responsible for the repair and/or replacement of any items damaged during the rental period. It is further agreed that the Association Board of Directors will have the unilateral right to determine whether satisfactory repair or replacement is accomplished in a satisfactory manner, the Clubhouse/Pool Renter agrees that the Association Board may cause such a repair to be done and bill the Clubhouse/Pool Renter for costs thereof.
- J. In the event that the Clubhouse/Pool Renter fails to adhere to any provision contained within this Agreement, it is understood and agreed that the Association Board of Directors may exercise the option of requiring strict adherence to this Agreement or in the alternative, declare the Clubhouse/Pool Renter to be in violation of this Agreement, requiring the Clubhouse/Pool Renter is immediately cease the use of the clubhouse facilities regardless of the time involved.
- K. It is understood and agreed to by the parties that in the event Court action becomes necessary to enforce any provisions contained herein, all costs to include Court costs and reasonable attorney's fees will be recoverable by the parties seek enforcement.
- L. Renter agrees to the following terms:
- Taping of anything on the walls or windows is not permitted. Marking up the walls or tearing of wallpaper will result in the forfeiture of the security deposit.
  - No balloons are permitted. They have a tendency to end up in the high tower or adhere to the cold return air vent. Removal of balloons from ceiling or tower will result in the loss of the security deposit.
  - Vacuum, clean up and remove the trash from the building at the conclusion of the event. Please place trash in the wheeled totter and take to the front of building for trash pick up on Tuesdays and Fridays.
  - Cleaning supplies, paper products and trash bags are the responsibility of the renter and should be removed at the conclusion of the event.
  - All food, beverages, containers, decorations, paper products, catering items, coolers, etc. brought into the clubhouse for use by the Renter should be removed at the conclusion of the event.
  - All items must be removed from the dishwasher, microwave, oven, sink and refrigerator at the conclusion of the event. Any items remaining in the clubhouse after the event will be thrown away by the cleaning staff.

**Leaving the building**

- Summer: Turn the air conditioning to 80 degrees on all units.
  - Winter: Turn the heat down to 60 degrees but do not turn the heat off entirely on all units.
  - Please do not slam the entrance doors for this action causes the release mechanism to break. Prevent repair costs by carefully closing the doors.
  - Lock the front and side doors.
  - Reset the alarm.
- M. Rental deposit will be will be forfeited for: rips and tears in the carpet, spills on the furniture and carpeting, marks or scarring of any kind to the granite in the kitchen and bathrooms, and destruction/misuse of the appliances or food left in the clubhouse or on the exterior of clubhouse. Trash needs to be placed in toters and wheeled to the street for pick up.
- N. Furniture may be moved as long as the renter returns if to the original location after the event is over.

O. The community reserves the right to present the renter with an invoice for damages, which exceed the value of the security deposit.

P. The rental date is \_\_\_\_\_

The time will be from \_\_\_\_\_ to \_\_\_\_\_

Q. Amount of Rental Fees is \_\_\_\_\_

Date received is \_\_\_\_\_

Amount of Security Deposit is \_\_\_\_\_

Date received is \_\_\_\_\_

**ACCEPTED:**

**ASSOCIATION**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**RENTER**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **THINGS TO REMEMBER**

- ρ CAUTION – NO TAPING OF ANYTHING ON THE WALLS OR WINDOWS
- ρ BALLOONS HAVE A TENDENCY TO END UP IN THE HIGH TOWER AND ADHERE TO THE COLD RETURN AIR VENT, AND THEY DO NOT FALL DOWN. THERE WILL BE A HANDLING CHARGE TO REMOVE THESE BALLOONS.
- ρ DO NOT FORGET TO VACUUM, CLEAN-UP AND REMOVE THE TRASH – FAILURE TO DO ANY OF THE ABOVE MAY RESULT IN A FEE.
- ρ CLEANING SUPPLIES AND TRASH BAGS ARE THE RESPONSIBILITY OF THE RENTER.
- ρ PLEASE CLEAN-UP AFTER YOUR RENTAL, REMOVE THE TRASH AND PUT IN THE TOTES OUTSIDE OF THE BUILDING.
- ρ PLEASE REMOVE ALL FOOD FROM THE PREMISES-FOOD ATTRACTS VERMIN AND BUGS WHICH MAY RESULT IN THE LOSS OF THE DEPOSIT DUE TO HIRING FOR CLEAN UP AND PEST CONTROL.

### **WHEN YOU LEAVE THE BUILDING PLEASE DO THE FOLLOWING:**

- ρ IN THE SUMMER – TURN THE AIR CONDITIONING UP TO 80°
- ρ IN THE WINTER – TURN THE HEAT DOWN TO 60°  
DO NOT TURN THE HEAT OFF
- ρ DO NOT LET BOTH DOORS SLAM SHUT – THIS ACTION CAUSES THE RELEASE MECHANISM TO BREAK – PREVENT REPAIR COSTS BY CAREFULLY CLOSING THE DOORS
- ρ THE CLUBHOUSE FLOOR, CARPETING AND FURNITURE ARE NEW – PLEASE HELP TO KEEP THE INVESTMENT AND TAKE CARE OF THESE THINGS AS YOU WOULD IN YOUR OWN HOME – SPILLS ON THE FURNITURE AND/OR CARPETING MAY RESULT IN THE LOSS OF YOUR DEPOSIT BECAUSE THE ITEMS WILL NEED TO BE PROFESSIONALLY CLEANED

***THANKS FOR YOUR HELP IN KEEPING THIS WONDERFUL FACILITY  
LOOKING GREAT!***