

**OLDE PORT COVE HOMEOWNER'S ASSOCIATION, INC.
CLUBHOUSE RENTAL AGREEMENT**

Name: _____

Address: _____

Phone Number: _____

Email Address: _____

Date Submitted: _____

Type of Event: (Choose one)

☐ Adults only ☐ Youth only ☐ Both

Number of Attendees: _____ (150 people maximum occupancy)

Date of Event: _____ **Time and Duration of Event:** _____

Request for Early Access: ☐ Yes ☐ No **If Yes, Time requested:** _____

Purpose of Event: ☐ Birthday ☐ Retirement ☐ Graduation ☐ Family ☐ Wedding ☐ Youth Event
☐ Other

Details of Event: (Select all that apply)

- ☐ Food will be served/consumed
- ☐ Non-alcoholic beverages will be served/consumed
- ☐ Alcoholic beverages will be served/consumed
- ☐ Event will be catered
- ☐ Renter will clean the clubhouse
- ☐ Renter wants the Association to hire a cleaning service at renter's expense

I acknowledge and agree as follows:

1. Membership; Acknowledgement of Rules. I am a member in good standing of the Olde Port Cove Homeowner's Association, Inc. (the "Association"). I have read and understand the Rental Rules and Clubhouse Guidelines that apply to the use of the Olde Port Cove Clubhouse (the "Clubhouse"). I agree to observe and enforce all Rental Rules and Clubhouse Guidelines governing the use of the Clubhouse. The Rental Rules and Clubhouse Guidelines are attached to this Clubhouse Rental Agreement as Exhibit A and incorporated herein by reference.
2. Fees. Fees for use and cleaning are collected prior to rental and are as follows:
 - A. Rental Fees:
Limited Rental of Clubhouse: \$75.00 Limited Rental Fee; \$200.00 Security Deposit
Full Rental of Clubhouse: \$150.00 Full Rental Fee; \$200.00 Security Deposit
Checks for rental are made payable to OPC HOA or a Cashier Check
 - B. Cleaning fees:
Limited Rental of Clubhouse: \$50.00 Cleaning Service if renter is not cleaning the clubhouse
Full Rental of Clubhouse: \$100.00 Mandatory Cleaning Service
Checks for Cleaning Service are left blank to be filled in by cleaning service
 - C. Additional Fees shall be due for any additional cleaning or if deemed necessary as set forth in the Rental Rules.
3. Security Deposit. The Security Deposit shall be held by the Association and applied to all damage to the Clubhouse, furniture and furnishings, equipment, fixtures, and the grounds that result from the use, misuse, or abuse of the premises by me, my guests, or invites. If the security deposit held by the Association is insufficient to cover said damages, I will promptly remit payment in full for such damages within thirty days of receipt of an invoice from the Association. An invoice for damages shall be deemed received if mailed via certified mail return receipt requested. If there is no damage, the Security Deposit shall be refunded within seven (7) days of the inspection by the Association. If there are damages, the Association shall provide written

notice of the damage to the renter within seven (7) days of the inspection by the Association. Additional cleaning is billed at \$25.00 per hour. Any monies expended by the Association for damages, including repairs or replacement, or any unpaid fees, shall be treated as an Assessment against me and my lot and the Association can take the actions set forth in Paragraph 27B of the Declaration of Covenants, Conditions and Restrictions for Olde Port Cove.

4. Liability; Indemnification. I agree to protect, indemnify, hold harmless, and defend the Association, its directors, officers, committee members, members, and agents, from any and all claims, liabilities, damages, or rights of actions, property damage, theft of property, injuries, death, illness, disease, arising from or in connection with the use of the Clubhouse by me or my guests or invitees. I further agree to pay all costs for damages to the Clubhouse, furniture and furnishings and other equipment that result from the use, misuse, or abuse of the premises by me or my guests or invitees. I have executed the Olde Port Cove Informed Consent and Release of Liability and the terms thereof are incorporated into this Agreement.
5. Alcoholic Beverages. If alcoholic beverages are served or consumed, I will comply with all laws applicable to providing/serving/consuming alcoholic beverages. I agree that if my event involves the service, distribution or consumption of any alcoholic beverages that I will not permit such **service, distribution or consumption except under one of the following options (Check One):**
 - ☐ My event is catered by a third-party caterer that is fully insured and licensed, including, but not limited to host liquor coverage, and has all requisite permits required by law. I further agree that the said caterer shall remain at the function until all guests have left and the facility has been vacated. Said caterer shall provide evidence of required insurance coverage for liability, worker's compensation, host liquor coverage and licenses to the Association at least 48 hours prior to the commencement of event. Such insurance provided shall name the Association as an additional insured; or
 - ☐ I shall obtain a Banquet License from the Virginia Alcoholic Beverage Control Authority as required by law, and Liquor Liability Insurance coverage, for the rental. (NOTE: It may take more than 30 days to obtain a Banquet License, plan accordingly). I further agree that evidence of the Banquet License and the Liquor Liability Insurance shall be provided to the Association at least 48 hours prior to the commencement of the event. Such insurance provided shall name the Association as an additional insured.
6. Condition of Clubhouse. I agree that no decorations, posters, pictures, or any other items shall be attached to the walls or ceiling in any manner. I agree that all tables and chairs will be returned to the closet. I will remove all items from the refrigerator. I agree that all trash will be removed and placed in the trash and recycling bins outside the Clubhouse. I am accepting the condition of the Clubhouse
7. Revocation of Rental. I acknowledge that the right to use the property and facilities as aforesaid may be revoked at any time for a violation by me, my guests, or invites, of any rule, regulation or policy governing the use of the Clubhouse.

Signature

Date

Initial here _____ if you have received OPC Member Code to disarm and rearm the system.

FOR ASSOCIATION USE:

Date Rental Agreement Received: _____

Rental Fee of \$ _____ ☐ Paid ☐ Due

Check No. _____

Security Deposit of \$200. ☐ Paid ☐ Due

Check No. _____

Cleaning Fee of \$ _____ ☐ Paid ☐ Due

Check No. _____

Number of Guests ☐ Approved ☐ Disapproved

Serving Alcohol ☐ Approved ☐ Disapproved

Chaperones List ☐ Approved ☐ Disapproved

Management Keys ☐ Supplied ☐ Declined

Rental Agreement ☐ Approved ☐ Disapproved

Clubhouse Manager's Signature

Date

Reason for Disapproval: _____

The event resulted in a complaint or accident ☐ Yes ☐ No the Board has been advised ☐ Yes ☐ No

Management Keys returned at post-event walk-through inspection ☐ Yes ☐ No

Post-event walk-through inspection of clubhouse and grounds ☐ Satisfactory ☐ Unsatisfactory

List of any unsatisfactory items from inspection: _____

Deposit of \$ _____ returned on _____ by _____

Clubhouse Rental Checklist

Pre-event walk-through:

During the pre-event walkthrough the following deficiencies were noted:

Committee Member's Signature

Date

Renter's Signature

Date

Post-event walk-through:

An inspection of the Clubhouse shall be completed within 24 hours of the end of the event unless the Committee has approved other arrangements. Please check the following items before leaving the building:

- Bag all the trash from the Clubhouse and place it in trash cans.
- Return furniture and equipment to original locations.
- Check exits to ensure that all doors and windows are locked.
- Turn off all interior lights, including the bathrooms.
- Return all thermostats to settings posted for unoccupied building.

Committee Member Signature

Renter's Signature Date

List any damage that has occurred to any of the contents, which was not noted on the pre-inspection walk-through.