

**SOUTHLAKE RECREATION ASSOCIATION, A Virginia Corporation
MEMBER/HOMEOWNER CLUBHOUSE RENTAL AGREEMENT
Southlake Recreation Association Clubhouse
Revised 9-28-22**

This License Agreement is entered into this _____ day of _____, 20__ by and between Southlake Recreation Association, a Virginia Corporation (hereafter referred to as the "Association") and _____, hereafter referred to as the "Member/Homeowner", residing at: _____

Home Phone: _____ Office Phone: _____

Email: _____

WITNESSETH:

That for the sum of \$ _____ (**\$40.00 per hour usage fee. Member/Homeowner must include payment for all hours the facility is occupied. There is a four (4) hour minimum, including one hour set-up time and one hour take-down time**) and other valuable consideration, the receipt of which is hereby acknowledged, the Member/Homeowner and the Association are bound by and in full agreement with all of the provisions of the following terms and conditions:

1. **CONTRACT DOCUMENTS.** The License Agreement and Exhibit "A" attached hereto and incorporated herein by reference (hereinafter collectively referred to as the "Agreement") constitute the entire agreement and understanding of the parties. In the event that any of the terms of the License Agreement and the attached Exhibit "A" conflict, the terms contained in the License Agreement shall control over the terms contained in Exhibit "A".

2. **PURPOSE.** This Agreement is for the Member/Homeowner's lease of the Association's party/meeting room(s), bathrooms and kitchen facilities or other such rooms as identified in the Agreement at the Southlake Recreation Center (hereinafter referred to as the "premises") located at 5070 Higgins Drive, Montclair, VA 22025.

3. **TERM.** The term of this Agreement shall be for the following rental period:

 Date: _____ Day of Week: _____

 Time: From _____ to _____

4. **ASSOCIATION'S DUTIES.**
 - a. **Availability.** The Association shall make the Premises available to the Member/Homeowner for the Member/Homeowner's exclusive use and enjoyment during the entire term of the Rental Period.
 - b. **Utilities.** During the rental period, the Association shall provide and pay for all lights, heat, water, and sewer charges reasonably necessary for the proper use and enjoyment of the Premises. However, the Association does not guarantee the performance quality of these utilities and shall not be liable for any interruptions in these services that are beyond the Association's control or responsibility.

5. **MEMBER/HOMEOWNER'S DUTIES.**
 - a. **Fees.** The Member/Homeowner shall pay the Association **\$40.00 (Forty Dollars) per hour**, (hereinafter referred to as the "Fee") 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.***
 - b. **Member/Homeowner shall pay** an additional **Forty Dollars (\$40.00) per hour** (or fraction thereof) that Member/Homeowner uses the Premises in excess of the agreed-upon Rental Period.
 - c. **Security Deposit and Janitorial Fee.** Member/Homeowner shall pay the Association the sum of One Hundred Dollars (**\$100.00 Security Deposit and One Hundred Dollars (\$100.00) Janitorial Fee (separate checks)**), in addition to the Fee. This sum shall be paid at the time of execution of this Agreement. The Security Deposit will be held by the Association to secure Member/Homeowner's full compliance with the terms of this Agreement. Within thirty (30) days from the date of the Rental Period, Association may apply the Security Deposit to the payment of any damages the Association has suffered due to Member/Homeowner's failure to return the Premises in good condition or to comply fully with the terms of this Agreement. The amount of the Security Deposit is not the limit of the Member/Homeowner's financial responsibility in the event of damages.

- d. **Access by the Association**. The Member/Homeowner shall permit access to the Premises by any authorized agent of the Association during the entire Rental Period.
- e. **Compliance with Laws**. Member/Homeowner agrees to comply with all federal, state, municipal and proprietary laws, rules, and regulations while using the Premises.
- f. **Use of Premises**. The Member/Homeowner agrees that the Premises shall be used only for the following purpose: _____.

The Number of guests invited, or present shall not exceed 100.

- g. **Alcoholic Beverages and Illegal Substances**. Member/Homeowner shall not serve, sell or use alcoholic substances on the Premises unless Member/Homeowner complies with all laws and licensing requirements of the Commonwealth of Virginia (Call Alcohol Beverage Control at 703-313-4432-0 for information) and Prince William County relating to alcohol use, sales or service and has provided the Association with a copy of all applicable licenses. Member/Homeowner shall not serve or sell to or allow the consumption of alcohol by any minors on the Premises. Under no circumstances shall the Member/Homeowner serve, sell, purchase, allow the use of or bring any illegal or controlled substances upon Premises.
- h. **Standard of Care**. Member/Homeowner shall use due care and diligence in his/her use of the Premises and shall ensure that his/her guests and invitees use the same care and diligence in their use. Upon termination of the Rental Period, Member/Homeowner shall remove all of Member/Homeowner's property and refuse brought upon the Premises and promptly deliver possession of the premises, in good condition and in compliance with the conditions and rules set forth on Exhibit "A". The Premises shall be returned in the same or better condition without the need for repair.
In the event the Board of Directors individually waives the requirement for a janitorial fee, and if the Member/Homeowner fails to fully clean the Premises as determined solely by the Association, or to repair any damages caused by the Member/Homeowner or his/her guests or invitees, the Association 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 \$25.00, shall be deducted from the Security Deposit. Member/Homeowner shall be responsible and liable for and hereby expressly agrees to pay such costs incurred by the Association. Any expenses exceeding the amount of the Security Deposit shall be invoiced to the Member/Homeowner and shall be paid by the Member/Homeowner within fifteen (15) days of mailing.
- i. **Restoration of Property**. In the event that the Member/Homeowner or his/her guests or invitees cause damage to the Premises, or any property located therein and/or to the exterior during the Rental Period, the Member/Homeowner shall promptly remedy such damages and repair such damaged property to a condition substantially similar to that which existed before the damage was caused. In the event the Member/Homeowner fails to do so promptly, the Association shall proceed to repair the damage and hold the Member/Homeowner responsible for the amounts of such repair and shall withhold this amount from the Security Deposit; however, the Security Deposit is not the limit of the Member/Homeowner's financial responsibility in the event of damage.
- j. **Indemnification**. The Member/Homeowner shall be fully liable for and hereby indemnifies and agrees to hold harmless the Association, its Board of Directors, agents, other members, residents, guests, tenants, and Managing Agent, for any and all injuries, deaths, damages, causes of action, claims or obligations and any consequential and incidental damages, attorneys' fees or costs arising out of or relating to any omissions, negligence, or willful acts on the part of the Member/Homeowner or its guests caused during the Rental Period. Association shall not be liable to the Member/Homeowner or his/her guests or invitees for any loss or damage suffered during the Rental Period on account of any defective conditions or depreciation of the Premises, structure, furniture or equipment upon the Premises and Member/Homeowner shall assume all risks to persons or property due to latent or patent defects in the Premises and fixtures thereon.
- k. **Insurance**. The Member/Homeowner shall produce a certificate of insurance proving they have at least \$100,000 in liability coverage.
- l. **Responsibility For Personal Equipment**. Member/Homeowner shall be responsible for providing all equipment, supplies and materials necessary for the use and enjoyment of the Premises, except for the furnishings and fixtures presently on the Premises. Member/Homeowner shall be responsible for any loss or damage to the equipment, supplies and materials Member/Homeowner or his/her guests or invitees bring upon the Premises.
- m. **Rules and Regulations**. Member/Homeowner and his/her guests or invitees shall abide by the rules and regulations of the Association for the use of the Premises. The Member/Homeowner shall be present at the Premises during the entire duration of the Rental Period and shall provide adequate supervision for his/her guests and invitees.

6. **TERMINATION.** This Agreement shall be immediately terminated upon any violation of its terms, conditions, or provisions by the Member/Homeowner. Upon such termination and the request to do so by the Association, Member/Homeowner shall immediately vacate the Premises.
7. **ASSIGNABILITY OF THE AGREEMENT.** Member/Homeowner shall not assign this Agreement without the prior written consent of the Association.
8. **WAIVER AND BREACH.** A waiver by the Association of any breach of any term or condition hereof shall not be deemed a waiver of any other, or any subsequent breach. In the event that the Association is required to file a legal action due to a breach of this Agreement by the Member/Homeowner, the Member/Homeowner shall be responsible for the costs of the action, including, but not limited to, reasonable attorney’s fees as determined by the court.
9. **VENUE.** This Agreement shall be interpreted and enforced in accordance with the laws of the Commonwealth of Virginia and Prince William County. Both parties hereto expressly agree that if legal action is required to interpret or enforce this Agreement, said action shall be filed in Prince William County, Virginia.
10. **BINDING OBLIGATION OF ENTIRE AGREEMENT, COUNTERPARTS.** This Agreement shall constitute the entire Agreement between the parties (inclusive of Exhibit “A”. No 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.
11. **SEVERABILITY.** In the event that any part of 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.
12. **CANCELLATIONS.** Rental Fee will not be refunded unless extraordinary circumstances prevent the tendering or use of the Premises. The following are the only circumstances considered to be extraordinary events: inclement weather or mechanical failure at the Premises, either of which in the sole opinion of the Association prevent the safe use of the Premises or the sudden serious illness or death of the Member/Homeowner or an immediate family Member/Homeowner of the Member/Homeowner.

IN WITNESS WHEREOF, The Member/Homeowner and the Association, by its duly authorized representative, have executed this Agreement on the day and year written below.

SOUTHLAKE RECREATION ASSOC., INC.
A Virginia Corporation

By: _____

(Without personal recourse)

Title: _____ Management Agent,
 Southlake Recreation Association

Date: _____

MEMBER/HOMEOWNER:

Signature: _____

Address: _____

Phone: (Home) _____

Phone: (Office) _____

Email: _____

Date: _____

For Office Use Only:

		<u>Date</u>
Damage Deposit:	\$100.00	PAID ON: _____
Janitorial Fee:	\$100.00	PAID ON: _____
Rental Fee:	\$ _____	PAID ON: _____ (\$40/per hour)
Code Given to SRA Member:	_____	_____
COI Received:	YES NO	_____
Net Damage Deposit returned:	_____	_____

Questions?

Cavalier Management

(571) 208-7845, OperationsCavalierMGMT@gmail.com, CavalierManagementHOA.com

Mail to: P.O. Box 370, Dumfries, VA 22026

Exhibit A

SOUTHLAKE RECREATION ASSOCIATION RULES AND REGULATIONS

These rules and regulations concern the “private use” of the Recreation Association Clubhouse by the Member/Homeowners of the Southlake Recreation Association (SRA). For purposes of this resolution, the term “private use” shall be defined as use for any and all purposes other than by the Board of Directors (BOD), its established committees, management, or activities recognized by the Board.

The Clubhouse is co-owned by SRA Member/Homeowners and is primarily for their use. The use of the facility by the Member/Homeowners is encouraged. Rules and regulations are established as guidelines for the equitable use by all Member/Homeowners and assurances that the facility is maintained in a manner in which to provide a pleasant environment for maximum Member/Homeowner use of the facility, as well as to protect the association Member/Homeowners.

The term “Homeowner” shall be defined as any entity utilizing the recreational facility in either an SRA Member/Homeowner or non- member capacity.

The Clubhouse is provided primarily for the private and personal use and convenience of the Member/Homeowners or non members and shall not be used by members or non-members, either directly or indirectly, for commercial profit ventures or the promotion thereof.

Members/Homeowners shall not charge, solicit, accept, or encourage the payment in monies for admission to any event in the Clubhouse, whether for charitable purposes or otherwise, unless prior approval has been received by the Board of Directors.

The Clubhouse may not be used for any type of fund raising or gambling events for charitable purposes or otherwise, unless prior approval has been received by the Board of Directors.

Any resident(s) renting from SRA Member/Homeowners are defined as “non-members” on Clubhouse contracts and charged accordingly unless renters present written authorization from their “Member/Homeowner” owners to utilize their “member” status in the owner’s absence.

PRIORITIES FOR USE

The Clubhouse shall be available for use according to the following priorities:

1. Official activities of the Board of Directors (BOD).
2. Community or Recreation Association (SRA) meetings.
3. SRA-Sponsored activities.
4. Regularly scheduled meetings or activities of members, approved by the BOD.
5. Unscheduled meetings or member activities approved by the BOD or designated representatives.
6. Rental by members & non-members.

FEES

Fees for use of the SRA Clubhouse are based on the best available information to provide a well-maintained facility and accumulate capital reserves for periodic major renovations and improvements.

Fees are as follows:

\$100.00 Deposit - refundable if no damages (separate check)
\$100.00 Janitorial Fee - non-refundable
\$40.00/hour Usage Fee - non-refundable
4-hour minimum (including one hour set-up time and one hour take-down time)

***Non-Profit & Classes require approval and rate set by the Board of Directors.**

DEPOSITS

A refundable damage deposit of \$100.00 must be paid before any function is placed on the calendar.

The Homeowner will ensure that the facility is cleared by the time established in the rental contract. Homeowner must clear the facility according to the standards established in the attached checklist. The Clubhouse will be inspected prior to return of the damage. If any additional professional cleaning beyond the scope of the janitorial contract and/or repairs are necessary following the event, the costs will be deducted prior to reimbursement of the deposit. Costs of repairs exceeding the deposit will be billed to the Homeowner(s).

Boards of Directors (BOD) may use the Clubhouse without charge for all official functions.

Fees for all Southlake Recreation Association (SRA) sponsored activities will be determined on a case-by-case basis by the Board of Directors.

ASSOCIATION-SPONSORED EVENTS

The SRA may sponsor classes, activities, or meetings on a cost/charge basis. All monies received from these events will be placed in reserve for the interior and/or exterior maintenance and upgrade of the facility.

Instructors and/or support personnel may be contracted for by the BOD for any sponsored class, activity, or meeting on a case-by-case basis.

HOURS OF OPERATION

The Clubhouse will be available for use on the following schedule:

Mon-Sun: 8:00 a.m. to 11:00 p.m. (Building must be cleared by 11:00 p.m. at latest.

Security Alarms will be activated.)

RESERVATIONS

All reservations will be taken on a first-come, first-served basis. Reservations can be made, and rental contracts obtained by calling/texting: **(571) 208-7845** or email: OperationsCavalierMGMT@gmail.com. You may visit CavalierManagementHOA.com for additional information and a copy of the reservation form.

The contract must be completed in full and signed, attesting Homeowner has read and understands SRA rules and regulations before the event can be booked and approved by the BOD. Event cannot be canceled or rescheduled without consent of the BOD.

Notification of cancellation of a scheduled event must be given to the SRA Manager as soon as possible. Failure to give a timely notification of cancellation prevents other Member/Homeowners' use of the facility and may constitute non-refund of the rental fee.

All official functions will be scheduled by or through the BOD. All SRA-sponsored classes, activities, or meetings must obtain approval of the BOD. All SRA Member/Homeowners must meet criteria for any discounted Member/Homeowner rate. Facility must be used exclusively on behalf of the homeowner and cannot be sublet to any organization or groups of people not stated on the original contract.

All rental fees and deposits must be paid at least seven (7) days prior to the scheduled event. Reservations will be accepted when the following conditions are met:

1. Homeowner is current in assessment payments.
2. Clubhouse is available, pursuant to priority use.
3. All fees and deposits are paid.
4. Certificate of Insurance is provided to Management.
5. The Homeowner accepts responsibility for damages to and cleaning of the facility.

Any infraction of the SRA Clubhouse or Swimming Pool Rules and Regulations or of the contract will constitute a damage deposit deduction to be determined by the BOD.

Homeowner Responsibility

Please remember that the Clubhouse is owned by all Member/Homeowners and should be treated as an extension of the home. In addition to expected courtesies, the following rules are provided to specifically guide private use of the facility.

The Homeowner bears full responsibility for maintaining the proper atmosphere for the function, and assures that:

1. The Clubhouse is not to be used for any unlawful purpose or any purpose prohibited in these rules and regulations.
2. There is no loud music, disturbing noises, or any act which will interfere with the quiet enjoyment by Member/Homeowners present at the Southlake Recreation complex, or in SRA clubhouse proximity.
3. At no time shall a private function be allowed to become rowdy or uncontrollable.
4. Adult supervision at all times is mandatory for all private functions at which children and teenagers are present. Parking lot security may be required by the Board in some cases.
5. **Homeowner MUST SUPPLY ALL THEIR OWN PAPER PRODUCTS and Adequate utensils to protect the facility (i.e., table covers, trash bags, etc.)**

6. ***NO SMOKING is allowed in building.*** Smoking receptacles are available on outside colonnades. Rice, bird seed, confetti, and like substances are NOT allowed inside the facility. All candle flames must be contained within glass. No open flames/grilling are allowed at the facility.
7. There are to be no color derivative punch drinks (as they stain carpeting). No holes are to be made in walls. All tape and decorating supplies must be removed from walls without damaging drywall. **Homeowner will be charged for all drywall repairs.**
8. A professional cleaning company will be contracted to clean the facility following the event. Homeowner(s) must clear the facility WITHIN TWO HOURS following the event, according to the standards established in the following

CHECKLIST

- CLEARING KITCHEN area:
 - all kitchen surfaces
 - sink area
 - refrigerator interior
 - trash cans emptied and trash deposited in trash receptacles in parking lot.
 - electrical appliances OFF (excepting refrigerator and freezer)
- CLEARING BATHROOMS includes:
 - all counter tops, sinks and toilet areas.
 - trash cans emptied.
- CARPETING: spot cleaned.
- ALL TRASH removed from the facility to the trash cans available in parking lot corner.
- LIGHTS: Turn off.
- LOCK, SECURE AND CHECK all doors from the Outside.