

COLLINGTON HOMEOWNERS ASSOCIATION
CLUBHOUSE RENTAL AGREEMENT AND APPLICATION

Resident Name _____

Address _____

Phone # (home) _____ (mobile) _____ (email) _____

Purpose of Rental _____

Date _____ Start time _____ End time _____

Anticipated number of Guests: _____

Rental Fees and Rates:

Clubhouse Rental: **\$250.00**
Security Deposit: **\$200.00**

When renting Clubhouse, a Clubhouse Checklist is posted on the refrigerator which outlines your responsibilities regarding clean-up after your rental. In the event that these conditions are not met, or any other Collington rental facility is not left in a clean and orderly fashion, management reserves the right to deduct the appropriate cleaning fee from your security deposit.

CLUBHOUSE RENTAL RULES AND REGULATIONS

1. Only resident(s) current in good standing with Homeowner Association account will be allowed to rent facilities. The renting resident must be present at the party.
2. The deposit, rental agreement, and rental fee must be returned to the Clubhouse Manager in order to hold the date on the calendar. All rental request should be made at least 14 days prior to the rental date. All checks should be made payable to Collington HOA and must be drawn on an account controlled by a Collington resident. All Checks will be cashed at the time they are received.
3. Alcohol may not be served to anyone under the legal drinking age, which is 21 years.
4. SMOKING is NOT allowed in the Facility.

5. If the clubhouse key is not returned, the renter will be charged the cost to re-key the facility.
6. Clubhouse rental consist of the rental of the Clubhouse only. This does not include the swimming pool, pool deck or any other Association property. If you are renting the Clubhouse when the pool is open, you must allow residents who are using the pool access to the restrooms via the side patio. Residents and Collington staff will be asked to stay out of the Clubhouse during your rental.
7. All functions must end no later than 2:00 A.M.
8. The security deposit will be used if necessary to pay for any and all damages resulting to the rented facility, its contents or any other portion of the property from the renter's actions or any actions of persons present at, attending, or in any other way related to the function. Any charges made against the deposit will be explained. If costs of repairs exceed the amount of the deposit, the renter will pay the Association the full cost of all repairs within ten days of receipt of a written explanation of the damages and a bill from the Association for such repairs.
9. Rental Parties are to be private and by invitation only.
10. For children's parties (including teens), one adult chaperone must be present at the party for each 10 children. These parties may not go past 11:00 PM unless each minor's parent or legal guardian is present.
11. After any event, leave the facility as you found it, picking up all trash and debris and returning neighborhood property to its proper location. Take trash to the 4 Ducks Disposal trash cans located behind the pool in the lower parking lot. Straighten chairs and tables if applicable.
12. The furniture may not be removed from inside the Clubhouse for any reason.

NOTIICE OF LIABILITY

- A. **I assume all responsibility, risks, liabilities and hazards incidental to the activities applied for (including, but not limited to the serving of alcoholic beverages), and hereby release and forever discharge the Association, its officers, directors, employees, agents and members, present, past and future from any and all claims, costs, causes of action and liability for personal injury or death and damage to or destruction of property arising from my use of the Clubhouse facilities and its appurtenances. I agree that no alcoholic beverages will be served to anyone under the age of twenty-one (21) years of age. If the Association determines or observes intoxicated guests or minors being served alcohol, the Association reserves the right to terminate the function and ask your guests to leave.**
- B. **I agree to indemnify and hold harmless the Association, its officers, directors,**

employees, agents and members present, past and future from any and all charges, claims, costs, causes of action, damages and liabilities (including, but not limited to attorney's fees) for any and all injuries to either person or property, suffered by me, my family members, employees, agents, servants, guests, invitees, any member of the Association or any other person which arise from or are in any way related to the above activity, rental or use of the Clubhouse facility.

- C. I assume all responsibility for the actions and behavior of all persons present at, attending, or in any other way related to my function and agree to be personally responsible for causing all such persons to comply with the Collington Declaration, Bylaws and Rules and Regulations. Failure to comply may result in forfeiture of my deposit.
- D. I understand that I am being granted exclusive use of the rented facility for the time period described above, subject to the right herein reserved by the Association to enter the facility and terminate my use thereof should the conduct of any person using the facility endanger the health, safety or well-being of any person or constitute a threat to any property.
- E. I am at least twenty-one (21) years of age and will be in attendance at my function. I hereby agree and represent that the rented facility will be used for lawful purposes only and that if any conduct at the function I am sponsoring violates federal, state or local laws or ordinances, my rights to use the Clubhouse facility under this Agreement shall terminate and the Association shall have the right to take possession of the Clubhouse Facility and instruct my guests to leave the property.
- F. I agree that all deposits, fees and expenses incurred by the Association as a result of the use of the Clubhouse facility under this Agreement shall be considered an assessment and constitute a lien against my property and shall be fully collectable as provided for by the Association's Bylaws and relevant Virginia statues. Subject to the noted deductions, the deposit will be refunded in whole or in part. I also agree that I will be responsible for all clean up and trash removal after my function. I will leave the facility exactly as it was left for me.
- G. I understand that my reservation of the facility on the aforementioned date will not be confirmed nor will this Agreement be binding until such time as this Agreement has been executed by the Association or its agent. I have carefully read and understand this rental form and agree to be bound by its terms.

Total Rental Amount: \$ _____
Security Deposit: \$ 200.00
Pool fee if applicable: \$ _____

Total Check required: \$ _____

In consideration for the exclusive use of the Collington facility/facilities specified above for the private function outlined in this agreement, I, the renter named above and undersigned here, agree to the statements and terms specified above.

CONFIRMING AS FOLLOWS:

Signature

Name (Please Print)

Approved by (Collington agent printed name)

Approved by (Collington agent signature)

Fees received:

Amount _____ Date _____ Received by _____