

**COLLINGTON HOMEOWNERS ASSOCIATION
CLUBHOUSE RENTAL AGREEMENT AND APPLICATION**

Renting 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**

This Agreement is for the rental of the clubhouse owned by the Collington Community Association, Inc. ("Association") located at 10000 Collington Dr, Midlothian, VA 23112 ("Clubhouse" or "Facilities") by the resident listed above ("Renting Resident"). The Resident will be responsible for ensuring that use of the Clubhouse by Resident and all attendees at the above listed event ("Event") comply with all requirements of this Agreement and with all applicable laws. When renting the Clubhouse, a Clubhouse Checklist is posted on the refrigerator which outlines your responsibilities regarding clean-up after your Event. In the event that these conditions are not met, or if the Facilities are not left in a clean and orderly condition and vacated at or before the end time listed above, the Association reserves the right to retain your security deposit and the full amount of the security deposit may be forfeited even if cleanup or repairs are less than the security deposit amount. If the cost to repair damage or clean or rearrange the Clubhouse exceeds the security deposit amount, the Renting Resident will be responsible for paying the difference.

CLUBHOUSE RENTAL RULES AND REGULATIONS

Initial	
	<p>1. Only resident(s) currently in good standing with their Homeowner Association account will be allowed to rent Facilities. The Renting Resident must be named on the deed to a property in Collington or must be the signatory on a lease for a property in Collington. The Renting Resident must be present at the Event for the entire duration of the Event and is responsible for ensuring compliance with this Agreement by all attendees at the Event.</p>
	<p>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 requests must be made prior to the Event 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 if the rental is approved by the Association. The rental will not be confirmed, nor will this Agreement be binding, until such time as this Agreement has been signed by the Association or its agent and the Renting Resident been notified that the rental is confirmed.</p>
	<p>3. Cancellation of the Clubhouse rental by the Renting Resident must be received at least 14 business days prior to your event or you forfeit half of your security deposit. The Association or its agent may cancel the rental at any time without penalty if necessary due to repairs that are needed to the Clubhouse or related portions of the Facilities, due to inclement weather or act of God, if the Association discovers that the intended use of the Facilities is in violation of this Agreement (e.g. is being publicly advertised, will involve underage alcohol consumption, is for a business purpose with an entry fee charged), or for similar reasons. If the Association cancels a reservation for any reason that is not the fault of the Renting Resident, both the rental fee and security deposit will be returned to the Renting Resident.</p>
	<p>4. Alcohol may not be served to anyone under the legal drinking age, which is 21 years, and any alcohol distribution and use must comply with all applicable laws and regulations. Drug use is strictly prohibited. If the Association determines or observes intoxicated guests or minors being served alcohol or that drug use is occurring, the Association reserves the right to terminate the Event immediately and ask your guests to leave without reimbursement of the rental fee or deposit.</p>
	<p>5. SMOKING and VAPING is NOT allowed in or around the Facilities. The security deposit will be forfeited for any violation of this provision and additional cleaning fees may also apply.</p>
	<p>6. The Renting Resident is responsible for ensuring that all doors and windows are locked at the conclusion of the Event and is responsible for any damage or theft that may occur due to his/her failure to properly secure the Facilities. If the pool is open, the lifeguards will be responsible for locking the door providing access to the restrooms from the pool and the Renting Resident shall not have any liability for failure to secure that door. If the Clubhouse keycard and/or dumpster key is not returned, the Renting Resident will be charged the cost to replace keycard, key and associated key cores.</p>

	<p>7. Clubhouse rental consists of the rental of the Clubhouse only. This DOES NOT include the swimming pool, pool deck, parking lot, or any other Association common 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 will be asked to stay out of the Clubhouse during your rental. Collington staff and lifeguards may need access to the kitchen hallway for various reasons. The parking lot may be used for parking for the Event but the Event should be held entirely in the Clubhouse and attendees should not congregate in the parking lot or other outdoor areas unless approved by the Association.</p>
	<p>8. Access to the Clubhouse for setup, etc. begin at the start time listed at the top of this Agreement and the Renting Resident is not permitted entry to the Facilities prior to that time unless otherwise agreed by the Association in writing. The Event must have concluded, all items on the Clubhouse Checklist must be complete, and the Clubhouse must be vacated by the Renting Resident and his/her guests by the end time listed at the top of this Agreement unless otherwise agreed by the Association in writing. All Events must end no later than 10:00 P.M. Clean up must be done and the Facilities must be locked and vacated by 11:00 P.M.</p>
	<p>9. The security deposit will be used if necessary to compensate the Association for any and all damages resulting to the Facilities, Clubhouse contents or any other portion of the property, and for any cleaning, rearranging, loss of use, etc. due to the Renting Resident's actions or any actions of persons present at, attending, or in any other way related to the Event. The entire security deposit will be forfeited for failure to fully comply with this Agreement or to leave the Facilities in the condition required by the Clubhouse Checklist even if the actual expenses incurred by the Association are less than the deposit amount. If costs of cleaning or repairs exceed the amount of the deposit, the Renting Resident will pay the Association the full cost of all cleaning, repairs, and other expenses incurred by the Association within ten days of receipt of a written explanation of the damages and a bill from the Association for such repairs. No helium or Mylar balloons or glitter is permitted. The vacuum cannot remove glitter and you will be charged.</p>
	<p>10. Events are to be private and by invitation only and should not be publicly advertised in any manner. Only the Renting Resident and invited guests are permitted to have access to the Clubhouse except as provided in #7 above. The Renting Resident cannot charge a fee for guests attending the Event or utilize the space for commercial/business purposes. These measures are intended to maintain the privacy and intended use of the Facilities, ensuring a comfortable environment for all residents. No more than 125 persons shall be permitted in the Facility at one time, unless otherwise allowed by law and upon the written consent of the Association.</p>
	<p>11. If the Event is will be primarily be attended by minors, it is recommended for the safety of attendees that there be at least one responsible adult chaperone for every 10 children. As with all rentals, the Renting Resident must be present during the entire Event.</p>

	<p>12. After the Event, the Renting Resident is responsible for leaving the Clubhouse as you found it: pick up all trash and debris, vacuum all carpet and mop the kitchen floor, return Clubhouse furnishings and other neighborhood property to its proper location, and complete all items on the Clubhouse Checklist. Take trash to the Waste Management dumpster located to the left of the parking lot by the front of the Clubhouse. This must be locked upon leaving the Clubhouse. Replace liners in all trash bins. Be sure all doors and windows are locked.</p>
	<p>13. The furniture and décor may not be removed from inside the Clubhouse for any reason. Furniture and accessories must not be moved within the Clubhouse without the permission of the Clubhouse Coordinator.</p>
	<p>14. Use ONLY Painters tape when hanging balloons or streamers. DO NOT use thumb tacks, nails, Scotch tape, masking tape, duct tape or staples to hang streamers, balloons or other items on the walls and ceiling fan blades. Using these items will forfeit all of your security deposit and subject the Renting Resident to additional damage liability.</p>
	<p>15. The Event, the Renting Resident, and all attendees shall comply with all applicable laws and regulations and shall not use or occupy the Facilities for any unlawful purpose or permit others to use or occupy the Facilities for any unlawful purpose. Foul language, excessive noise, excessive drinking and disorderly conduct will not be tolerated at any time. Violators will be asked to leave the Facilities and the security deposit may be forfeited in the discretion of the Association. The Renting Resident may also lose further use of Association facilities in the discretion of Association management and/or Board of Directors. No animals except for service animals are permitted in the Clubhouse.</p>

NOTICE OF LIABILITY
***READ THIS DOCUMENT CAREFULLY BEFORE SIGNING.**
IT MAY LIMIT YOUR ABILITY TO BRING FUTURE LEGAL ACTIONS.*

Name of Renting Resident: _____

Initial	
	A. I assume full responsibility for all risks, hazards, and liabilities related to my Event and my use of the Clubhouse and its related areas (including, if applicable, serving alcoholic beverages). I release the Association and its officers, directors, employees, agents, and members (past, present, and future) from any and all claims or liability for personal injury, death, or property damage arising from my event or use of the Clubhouse. I also agree to indemnify and hold harmless the Association and those same persons from any claims, charges, damages, losses, costs, or expenses (including attorneys' fees) arising out of or related to the Event or Clubhouse use, including claims involving me or anyone connected to my Event (such as my family, employees, agents, guests, and invitees) or any other person.
	B. I assume all responsibility for the actions and behavior of all persons present at, attending, or in any other way related to my Event and agree to be personally responsible for causing all such persons to comply with the Collington Declaration, Bylaws and Rules and Regulations and with this Agreement. Failure to do so may result in forfeiture of my deposit and possible additional liability.
	C. I understand that, except as described in paragraph 7, I am being granted exclusive use of the Clubhouse for the time period described above, subject to the right herein reserved by the Association to enter the Facilities and terminate my use thereof should the conduct of any person using the Facilities endanger the health, safety or well-being of any person or constitute a threat to any property.
	D. 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 Declaration and Bylaws and relevant Virginia statutes. I understand that the deposit will be refunded only if my use of the Clubhouse and related areas for the Event is in compliance with this Agreement and if the Facilities are left in the condition in which I found it as required by the Clubhouse Checklist.
	E. I have carefully read and understand this Clubhouse Rental Agreement & Application and agree to be bound by its terms.

Total Rental Amount: \$ _____

Security Deposit: \$ **200.00**

Total Check required: \$ _____

In consideration for the exclusive use of the Collington facility/facilities specified above for the private Event outlined in this Agreement, I, the Renting Resident 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 _____