



WCA Clubhouse Rental Agreement

Name: _____ Date: _____

Address: _____ Email: _____

Day/Date of Rental: _____ Hours of Rental: _____

Number of Attendees Anticipated: _____ Total Fee Including Security Deposit: _____

Please Note: In order for a portion or all of the security deposit to be returned, all terms and conditions must be followed by the Renting Party. The hours of rental expressly include all set up and break down time. In assessing how much of the security deposit will be returned, the Woodlake Lifestyle Services Specialist and the Woodlake General Manager will determine if all conditions were met by the Renting Party in the exercise of their sole, absolute discretion.

Recitals

The Woodlake Community Association desires to rent out the Facility, defined below, and the Renting Party desires to rent the Facility on the terms and conditions as set forth below.

Terms and Conditions

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties, each of them intending to be legally bound by this Agreement, agree as follows:

1. **Facilities.** During the term of the Rental Period, defined below, the Renting Party may have the use and enjoyment of the following, four discrete areas of the clubhouse located at the Woodlake Swim and Racquet Club Facility, 5000 Woodlake Village Parkway, Midlothian, Virginia 23112, including the restrooms, tables, and chairs normally assigned for use by the renting parties (the "WSRC"):

CIRCLE EACH OF THE FOUR, DISCRETE AREAS OF THE FACILITIES INCLUDED IN THIS RENTAL:

Clubhouse Room Only

Clubhouse Room with Kitchen

Outdoor Upper Level/Tiki Bar Area

Pools

(The rented areas encircled above shall be referred to and understood between the parties as the "Facility.")

The bar area is only available for rental when it is not pool season or after hours (8pm). The pool is only available when it is pool season. Rental of the facilities may be restricted at the discretion of the WCA staff on those Friday nights when Friday Cheers is held at the SRC, on holidays (no rentals Memorial Day weekend, 4th of July 4th weekend or Labor Day weekend) and on other peak use days. Renting Party agrees that he/she has inspected the Facility and its equipment and that the same are in proper, working condition for the Renting Party's use during the Rental Period.

During the term of the Rental Period, parking will be made available for the Renting Party's guests. In the WCA's sole, absolute discretion, however, sufficient parking spaces will be saved for the WCA's members and personnel. The rental of the Facility hereunder is restricted to the portions described in the preceding paragraph as encircled. Congregating in the parking lot, on the grounds, in the hallways, or in any other portions of the WSRC that are not rented is not allowed. Parking in the fire lanes is not permitted.

The clubhouse rental fee will be charged to the credit card provided 30 days prior to the rental or at the time the contract is received if that date is less than 30 days prior to the event. The Renting Party will be provided a key and will be required to lock all clubhouse doors if the event will end after normal operating hours. After locking all clubhouse doors, the key must be returned to the secure drop box located adjacent to the clubhouse doors immediately following the event in order to receive a refund of the security deposit.

The Renting Party may be a Resident of the Woodlake Community Association and if so, must be current in the payment of Association assessments and membership dues during the Rental Period (and must also otherwise be a resident in good standing). However, the WCA may, in the exercise of its sole, absolute discretion, allow rental by non-residents of the Woodlake Community. The Facility may not be rented by the same Renting Party for more than two (2) separate, consecutive Rental Periods. The Renting Party must be physically present at the Facility throughout the entire event and shall be responsible for any damage to the WSRC that may occur during his or her rental of the Facility. As stated, the Rental Period includes any set up and cleanup time for the Renting Party's event so please include sufficient time for this in the Rental Period reserved. Notwithstanding the length of the Rental Period, any music (e.g., disc jockeys, live bands, etc.) must cease at or before 9:00pm Sunday-Thursday and at or before 10:00pm on Fridays and Saturdays. Excessive noise from the Renting Party's event is not permitted, and Renting Party shall abide by all applicable County Ordinances with respect to noise. It is the sole responsibility of the Renting Party to control the sound level of its event, including, but not limited to, sound from music, audio/visual systems, and guests of the Renting Party. Failure to control the noise level may result in the immediate closing of the Renting Party's event and immediate termination of the Rental Period (with no partial refund for the remaining time in the Rental Period).

2. **Rental Charge.** The rental fee shall be as follows: (check all that apply)

○ Resident Rates:

- Clubhouse Only: \$45 an hour (3 hour minimum) \$30 an hour for additional hours
- Clubhouse with Kitchen: \$65 an hour (3 hour minimum) \$45 an hour for additional hours
- Full Day Rental without Kitchen: \$450
- Full Day Rental with Kitchen: \$650
- Clubhouse and Patio (off season/after hours): \$55 an hour (3 hour minimum) \$35 an hour for additional hours
- Clubhouse, Kitchen and Patio (off season/after hours): \$80 an hour (3 hour minimum) \$50 an hour for additional hours
- Clubhouse, Patio and Pool (after hours): \$100.00 an hours (3 hour minimum) \$50 an hour for additional hours

- Clubhouse, Kitchen, Patio and Pool (after hours): \$145 an hour (3 hour minimum) \$75 an hour for additional hours

- o Non-Resident Rates:

- Clubhouse Only: \$70 an hour (3 hour minimum) \$40 an hour for additional hours
- Clubhouse with Kitchen: \$115/hour (3 hour minimum) \$65 an hour for additional hours
- Full Day Rental without Kitchen: \$750
- Full Day Rental with Kitchen: \$1200
- Clubhouse and Patio (off season/after hours): \$80 an hour (3 hour minimum) \$45 an hour for additional hours
- Clubhouse, Kitchen and Patio (off season/after hours): \$130 an hour (3 hour minimum) \$70 an hour for additional hours
- Clubhouse with Patio and Pool (after hours): \$150 an hour (4 hour minimum) \$60 an hour for additional hours.
- Clubhouse, Kitchen, Patio and Pool (after hours): \$250 an hour (4 hour minimum) \$100 an hour for additional hours

3. **Rental Hold/ Security Deposit.** In addition to the Rental Charge, the Renting Party shall pay the WCA an additional charge of Three Hundred Dollars (\$300.00) as a Rental Hold/Security Deposit. The Rental Hold/Security Deposit shall be paid immediately upon execution of this Agreement to secure the Renting Party's intent to rent the Facility and cover any damage or loss that may occur to the Facility (including its contents) and the grounds surrounding the Facility or any additional cleaning that may be necessary following the rental. Only after the Association has determined that the Facility (including its contents) and the grounds surrounding the Facility are free of damage and are in a clean condition arising from or related to the Renting Party's rental of the Facility will this, or a portion of this, Rental Hold/Security Deposit, be refunded. In addition, the Renting Party expressly agrees that he/she shall be responsible for, and upon demand shall immediately pay, to the WCA the cost to repair any damage or to pay for any cleaning in excess of the amount of the retained Rental Hold/Security Deposit. In the event the WCA is required to commence litigation to recover any additional costs to repair damage caused by the Renting Party, the Renting Party shall also be responsible for the attorney's fees incurred by the WCA in such litigation, and whether or not the WCA is the prevailing party in such litigation. In addition, the rental times designated in the rental contract are strictly adhered to, and the Renting Party expressly acknowledges the same. The facility must be vacated within 15 minutes of the expiration of the contracted rental time. Failure to vacate timely will result in forfeiture of the Rental Hold/Security Deposit and further legal action may be taken depending on how long the Renting Party takes to vacate. PLEASE NOTE: If a key is provided for the facilities, it must be returned to the secure box located outside of the clubhouse door in order to receive the appropriate portion of the Rental Hold/Security Deposit.

4. **Maximum Capacity.** (Inside) Tables and chairs (seated) maximum is 54, standing room maximum is 125 in the Facility at one time, unless otherwise allowed by law and upon the written consent of the WCA. The Facility is to be used by the Renting Party and invited guests only, and is not to be open to the general public.

- a. Maximum Capacity (Outside Upper Area/Tiki Area) approximately 125 persons. Weather permitting.

5. **Decorations.** The only decorations permitted in the Facility are those which may be placed on the floor or on the tables. The Renting Party shall not hang, tape, or suspend decorations from the walls, ceilings, or columns within the Facility. The Renting Party shall not use rice, bird seed, glitter or confetti of any type in the Facility or on the grounds surrounding the Facility.
6. **Rental Chairs, Tables and Other Equipment.** Prior to the Rental Period, the WCA must approve the Renting Party's proposed use of any additional/different chairs, tables, or other equipment during the Rental Period. The Renting Party shall also return all furniture belonging to the WCA or located in the Facility at the beginning of the Rental Period to its original location at the end of the Rental Period.
7. **Damage.** The Renting Party is responsible, and upon demand shall immediately pay, the WCA for any damage to the Facility that arises from or is related to the Renting Party's rental and use of the Facility. This includes, but is not limited to, damage to the kitchen equipment, restrooms, tables, chairs, lights, or any other property or asset owned or leased by the WCA. Upon demand from the WCA, the Renting Party shall immediately pay the WCA the cost to repair any damage or to pay for any cleaning in excess of the Rental Hold/Security Deposit. In the event the WCA is required to commence litigation to recover any additional costs to repair damage caused by the Renting Party, the Renting Party shall also be responsible for the attorney's fees incurred by the WCA in such litigation, and whether or not the WCA is the prevailing party in such litigation.
8. **Clean Up.** At the end of the Rental Period the Renting Party shall immediately:
 - a. Remove all food and beverages from the kitchen refrigerator, freezers and oven if used.
 - b. Wipe out interior of all kitchen equipment used with cleaner provided.
 - c. Remove all boxes, food and trash from the Facility.
 - d. Wipe down all kitchen counters, clubhouse tables and chairs.
 - e. Sweep the floor of the clubhouse meeting room and the kitchen.
 - f. Take all trash to the dumpster.
9. **Acts beyond the WCA's Control.** In the event the Facility or any part thereof is damaged or destroyed by fire or any other cause beyond the WCA's control, or if any casualty or unforeseen occurrence shall render the WCA's fulfillment of this Agreement impossible, then this Agreement shall terminate automatically, and the WCA shall return to the Renting Party any Rental Hold/Security Deposit and Rental Fee already paid by the Renting Party. In such event, WCA shall incur no additional obligations, and shall not be liable for any consequential damages associated with the automatic termination of this Agreement. The return of the Rental Charge and the Security Deposit shall be the Renting Party's sole and exclusive remedy for the termination of this Agreement by WCA, and the Renting Party expressly waives any claims for damages or compensation arising from or related to the termination of this Agreement under this paragraph. In the event of inclement weather that forces the closure of the pools, the WCA will undertake reasonable efforts to reschedule Renting Party's rental of the pool facilities at a mutually agreeable date and time; however, Renting Party understands and agrees that whether the rental of the pool facilities can be rescheduled or not, his/her money will not be refunded if inclement weather forces the closure of the pools during the Rental Period.
10. **Scheduling.** The WCA retains the right to schedule other events in the WSRC both before and after the Rental Period without notice to the Renting Party. Unless expressly stated, use of the WSRC other than the community room will not be exclusive, and members of the WCA and their guests will enjoy joint, shared access to the remaining portions of the WSRC (exclusive of the Facility) during the Rental Period.

11. **Access to Premises.** The WCA reserves for its employees, representatives, and agents free, unfettered access to the WSRC, and always enjoys the right to enter any portion of the WSRC (exclusive of the Facility) during the Rental Period.
12. **Indemnity.** The Renting Party shall indemnify, defend, and hold harmless the WCA and its officers, members and employees against any and all demands, cause of action, or any other claim of by any third party arising out of or related to the Renting Party's rental of the Facility, or arising out of the actions of the Renting Party, its agents, employees, guests, or invitees.
13. **Cancellation.** In addition to any other remedy available at law or equity, either Party may cancel this Agreement if the other Party fails to comply with a material term and condition of this Agreement. In the event that the Renting Party cancels the event, the Renting Party shall notify the WCA immediately in writing or by email. Once cancelled, the Renting Party shall be responsible for agreed, liquidated damages based on the date of cancellation as set forth below. The parties agree that the following liquidated damages are reasonable where cancellation comes less than thirty (30) days prior to the event.
 - A. In the event the Renting Party cancels the event, more than thirty (30) days prior to the event, Renting Party shall receive a full refund.
 - B. In the event the Renting Party cancels the event less than thirty (30) days prior to the event but at least two (2) weeks prior to the event, Renting Party shall forfeit to the WCA as liquidated damages the entire deposit.
 - C. In the event the Renting Party cancels the event less than two (2) weeks prior to the event but more than one (1) week prior to the event, Renting Party shall forfeit to the WCA as liquidated damages the entire deposit in addition to fifty percent (50%) of the rental fee.
 - D. In the event the Renting Party cancels the event less than one (1) week prior to the event, the Renting Party shall forfeit to the WCA as liquidated damages the entire deposit in addition to the entire rental fee.

In the event of an accumulation of snow or ice on the date of the scheduled event, either the Renting Party or the WCA may cancel or re-schedule the event without penalty; provided, however, that the event shall only be rescheduled if the parties can reach agreement on a mutually acceptable date and time. Under no circumstances shall the WCA s have any obligation to remove or clear snow or ice to accommodate a scheduled event.

[] Initial that you have read and agree with the Cancellation Policy.

14. **Compliance with Laws, Noise and Behavior.** The Renting Party shall comply with all applicable laws and regulations and shall not use or occupy the Facility for any unlawful purpose. Outdoor music is not allowed after 9:00pm Sunday-Thursday or after 10:00pm on Fridays and Saturdays. Foul language, excessive noise, excessive drinking and disorderly conduct will not be tolerated at any time. Violators will be asked to leave the Facility, the Rental Hold/Security Deposit may be forfeited in the sole, absolute discretion of the WCA, and the Renting Party may lose additional, future privileges relating to the WSRC in the discretion of WCA management and/or Board of Directors. No animals except for service animals are permitted at the Facility.
15. **Alcoholic Beverages.** If the Renting Party will serve alcohol at its event, it is solely and exclusively responsible for obtaining any license or permits required under applicable laws and regulation from the Virginia Department of Alcoholic Beverage Control ("ABC") and shall provide the WCA with copies of any such licenses or permits at least ten (10) days prior to the Rental Period. During pool seasons and other times of the year when the Facility is open to members of the WCA and their guests, no alcohol provided by the Renting Party shall be permitted outside of the Community Room. The Renting Party agrees to follow all requirements for operating under the alcohol license issued to

him/her through the ABC. No Alcoholic beverages are to be consumed outside the Facility. The WCA reserves the right to remove any person(s) from the Facility who fails to follow the instructions for operating under the appropriate license of the ABC. No one under the age of twenty-one (21) may consume alcohol. If minors are found consuming alcohol or if the Renting Party fails to obtain all required ABC licenses and permits before the event, the event will be terminated immediately with forfeiture of the entire Rental Hold/Security Deposit and the rental fee.

16. **Catering.** The Renting Party may have present in the Facility a licensed food handler or caterer if the Renting Party provides to the WCA the name of the licensed food handler or caterer, a copy of the food handler's or caterer's license and proof of insurance at least ten (10) days prior to the Rental Period or upon execution of this Agreement if less than ten (10) days from the Rental Period. Once approved, the caterer may have full access to the kitchen and all kitchen equipment.
17. **Smoking/Tobacco Use. Smoking/Tobacco Use.** The Facility is a non-smoking facility. Any smoking shall be done outside of and away from the building, doorways and porches, and cigarette butts, if any, shall be disposed of properly. The designated smoking area for the Facility is located adjacent to the parking lot. It is the Renting Party's responsibility to ensure that all guests use the designated area and dispose of all smoking products in the smoking receptacles provided. The use of chewing tobacco, snuff or any other smokeless tobacco product is strictly prohibited inside the Facility. Receptacles for smokeless tobaccos, or "spit-cups" found in the Facility after an event shall constitute grounds for immediate forfeiture of the entire Rental Hold/Security Deposit.
18. **Directional Signage.** Directional Signage may not be used except with the prior permission of the WCA. Standard signage purchased or rented from the WCA may be required to the extent the Renting Party decides it would be helpful for guests.
19. **Assignment/Modifications.** This agreement may not be assigned or transferred without the express written consent of the WCA. This Agreement may not be modified or amended except through an express written agreement signed by the Parties.
20. **Entire Understanding.** The Parties agree that this Agreement contains the entire understanding between them and that there are no oral or written promises, inducements, representations, warranties, covenants, undertakings or agreements whatsoever between them, except as contained in this Agreement. This Agreement cancels, annuls, and invalidates any and all prior agreements between Parties, whether verbal or written, regarding the rental of the Facility.
21. **Governing Law, Venue and Attorney's Fees.** This Agreement shall be governed by the laws of the Commonwealth of Virginia. The Parties agree that, if any provision of this Agreement is held to be invalid or unenforceable, all of the other provisions shall, nevertheless, continue in full force and effect. In any litigation arising from this Agreement, WCA shall be entitled to recover its reasonable attorney's fees and costs from the Renting Party – and shall be so entitled whether it prevails in the litigation or not.
22. **Notices.** All notices require to be given hereunder shall be deemed sent when delivered by hand, or on the third day following the date upon which the notice or communication shall have been deposited in the United States Mail, postage prepaid, registered or certified mail, return receipt requested and addresses as set forth underneath the respective party's signature.

WCA Clubhouse Contract ASSUMPTION OF RISK & RELEASE

In consideration of the privilege of using the Woodlake Community Association Clubhouse and adjoining areas owned by the WCA, I acknowledge that the WCA accepts no responsibility for the safety and welfare of myself or of any member of my Rental Party. I also acknowledge that the WCA makes no guarantee as to the condition of the property or as to the safety of the property and operation of its equipment. In further consideration of such privilege, I for myself, my heirs and personal representatives, and all members of my Rental Party, expressly assume all risks associated with such use, and release the WCA from all liability for any and all loss, injury, or damages to person or property. Further, I have read, understand, and agree to abide by the WCA rules and regulations and release the WCA from any liability incurred from enforcing these rules and regulations, and also agree to the indemnification obligation set forth in this Agreement .

THIS DOCUMENT IS A CONTRACT. FAILURE TO ABIDE BY ANY OF THE RULES STATED WITHIN MAY RESULT IN LOSS OF YOUR DEPOSIT.

Signature: _____ Date: _____

Name: _____

Address: _____

Contact Number: _____

Email: _____

Event Date: _____ Times(s): _____

Number of People: _____ Will you be serving alcohol at this event? _____

*Deposit: _____ (must be Renting Party's credit card)

* Rental Fee: _____ (must be Renting Party's credit card)

Signature: _____ Date: _____

Woodlake Community Association, Inc. Credit Card Authorization Type of Card (please circle)

American Express Visa Master Card Discover

Card Number: _____ Expiration Date: _____

(Card used must belong to Party named in the attached contract) Phone: _____

Description of Purchase: WSRC Clubhouse – Rental Deposit and/or Rental Fee _____ Amount _____

Customer Signature: _____ Date: _____