



WCA Pavilion 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 for the 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 expressly as follows:

- Facilities.** During the term of the Rental Period, defined below, the Renting Party may have use and enjoyment of the Woodlake Community Association Pavilion and immediately adjoining areas owned by the WCA ("Facility") for personal or group by invitation only. No function may be advertised to the public generally, and doing so will result in the immediate loss of the full deposit and the immediate termination of the Rental Period. The pavilion 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 less than 30 days prior to the event. If the Renting Party is a member of the Woodlake Community Association, then he or she must be current in the payment of the 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 individuals who are not members of the Woodlake Community Association. 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 Rental Period and shall be responsible for any damage to the Pavilion that may occur during his or her rental of the Facility. As stated, the Rental Period includes any setup and clean up 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 9:00 pm Sunday-Thursday and at or before 10:00 pm 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 closure of the Renting Party's event and immediate termination of the Rental Period (with no refund-whether for the remaining time in the Rental Period or otherwise).

2. **Rental Charge.** The minimum rental time is three (3) hours. The Rental Charge will be determined by rental blocks and shall be as follows:

Resident Rates:

- ❖ Three (3) Hour Rental: \$100
- ❖ Six (6) Hour Rental: \$250
- ❖ Nine (9) Hour Rental: \$500
- ❖ Twelve (12) Hour Rental: \$750
- ❖ All Day Rental: \$1,000

Non-Resident Rates:

- ❖ Three (3) Hour Rental: \$150
- ❖ Six (6) Hour Rental: \$375
- ❖ Nine (9) Hour Rental: \$750
- ❖ Twelve (12) Hour Rental: \$1,125
- ❖ All Day Rental: \$1,500

3. **Rental Hold/ Security Deposit.** In addition to the Rental Charge, the Renting Party shall pay the WCA an additional charge of Two Hundred Fifty Dollars (\$250.00) as a Rental Hold/Security Deposit. The Rental Hold/Security Deposit shall be paid immediately upon execution of this Agreement to (i) secure the Renting Party's intent to rent the Facility, (ii) cover any damage or loss that may occur to the Facility (including its contents) and the grounds surrounding the Facility, and (iii) any additional cleaning that may be necessary following the Rental Period. Only after the Association (in the exercise of its sole, absolute discretion) 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 as the Rental Period shall be complied with strictly, and the Renting Party expressly acknowledges the same. The Facility must be vacated within 15 minutes of the expiration of the Rental Period. 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 bathroom facilities or the pavilion lights, it must be returned to the secure box located on the side of the boathouse. The Renting Party will be charged a \$50 replacement fee for any lost key cards.
4. **Decorations.** Decorations may be hung by the Renting Party in the Pavilion and Amphitheater area with the use of Gorilla tape. No nails, staples or tacks may be used on sign posts, tables, or pavilion or stage structures. No tape shall be used on any painted structure. All decorations and anything used to hang decorations must be removed by the renter as part of the rental cleanup procedure. Failure to remove decorations or associated items may result in the loss of the Rental Hold/Security Deposit in the exercise of the Association's sole, absolute discretion. The Renting Party shall NOT use rice, bird seed, glitter or confetti of any type in the Pavilion area or the Facility.
5. **Parking.** Parking on the asphalt loop just above the Pavilion shall be limited to caterers or others servicing your event. The access road must be kept clear at all times, per Fire Department regulations. No vehicles are permitted beyond the loop above the Pavilion for any reason. The Renting Party is responsible for communicating this rule to all those connected with the event, to include caterers, bands, etc. No vehicles may be parked on the grass at any time. Taking vehicles beyond the second gate at any time or parking on the grass, for any reason will result in the loss of the Rental Hold/Security Deposit. The Renting Party is solely responsible for any additional costs in excess of the Rental Hold/Security Deposit that are necessary to repair damages from parking or driving in the grassy area.

6. **Guest Parking.** Guest parking is available either near the entrance to Legacy Park in the loop past the Aquatic Fitness Center or in the lot across the street from the Aquatic Fitness Center. A special parking pass will be provided to the Renting Party for guests requiring additional accommodations at their request. The Shelter Cove parking lot is restricted to residents with current Woodlake parking stickers.
7. **Restrooms.** Restrooms are available at the Boathouse and will be automatically unlocked during normal hours. A key card for access to the bathrooms will be provided for any rentals that take place after normal hours. Any key cards provided to the Renting Party must be returned immediately to the drop box located on the side of the boathouse at the end of the event. The Renting Party will be charged a \$50 replacement fee for any lost key cards.
8. **Electricity and Lighting.** Electrical outlets are located on the Amphitheater stage and in the Pavilion area. Lights are also located in the Pavilion area and it is the responsibility of the Renting Party to turn these off at the end of the event. The Renting Party will be provided a key to access the lights for all rentals after dark. The key provided to the Renting Party must be returned immediately following the rental to the secure drop box located on the side of the Boathouse. The Renting Party will be charged a \$50 replacement fee for any lost light keys.
9. **Cooking and Fires.** All fires shall be limited to the fireplace and grill area under the picnic shelter. Personal, portable gas or charcoal grills are permitted in this area. No fires or cooking are allowed on the amphitheater stage. Charcoal shall be dumped in the metal receptacle located behind the fireplace immediately after use. The Renting Party is required to bring their own water for extinguishing any fires. All fires must be fully extinguished by the Renting Party before leaving the premises.
10. **Swimming:** Rental of the Pavilion does not automatically entitle the Renting Party to use of any of the outdoor pool facilities at the Woodlake Swim and Racquet Club. Swimming in the lake is prohibited from anywhere on WCA property. The WCA accepts no responsibility for the safety and welfare of persons with regard to the lake.
11. **Boat Rentals.** Rental of the facility does not automatically entitle the Renting Party to use of the pontoon boats or small boats. Pontoon boat cruises may be scheduled by the Renting Party by contacting the WCA office in advance and depending on availability. Small boat rentals are allowed by the Renting Party at the Boathouse in season at the standard small boat rental rate.
12. **Setup.** Setup shall be completed within the Rental Period and not earlier. This includes any decorations, caterers, tables, moon bounces, etc. The Pavilion has 5 large picnic tables which are for your use or may be set aside. If picnic tables are moved, they must be returned to their original positions as part of the cleanup process. You may set up tables, chair and equipment within the Pavilion/Amphitheater area as long as the bike paths and access road are not blocked or restricted in any way. Tents and any other structures may be set up in the grassy area but must be secured with water barrels or sandbags only. No in-ground stakes are allowed at any time. The use of any stakes in the grassy area will result in the forfeiture of the Rental Hold/Security Deposit.
13. **Cleanup.** The Renting Party is responsible for returning the Pavilion area to the condition as it existed immediately prior to the Rental Period. Cleanup must be completed within the Rental Period so as not to interfere with any subsequent rentals. At the end of the Rental Period the Renting Party shall immediately:
 - Remove all decorations, signs and anything used to hang decorations.
 - Move all picnic tables back to their original location if they have been moved.
 - Remove all equipment provided by the Renting Party for use at their event to include catering equipment, tables, chairs, tents, moon bounces, etc.
 - Turn off any Pavilion or Amphitheater lights used during your event.
 - Fully extinguish any fires used in the fireplace or grill area.
 - Securely close the bathroom doors.
 - Empty all garbage cans and replace with the trash bags provided. Trash must be stacked neatly behind the boathouse.
 - Sweep the Pavilion and Amphitheater area and pick up any trash or litter on the grounds.
 - Place any bathroom keys provided in the secure lockbox on the side of the boathouse.

14. **Scheduling.** The WCA retains the right to schedule other events in the Pavilion area both before and after the Rental Period without notice to the Renting Party. When booking your reservation, any time needed for set up and cleanup must be included within the Rental Period. No rental may continue for any reason, past 10 pm on Sunday-Thursday or 11 pm on Friday-Sunday.
15. **Access to Premises.** The WCA reserves for its employees, representatives, and agents free, unfettered access to the Pavilion, and always enjoys the right to enter any area of the Pavilion during the Rental Period.
16. **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 by any third party arising out of or related to the Rental Party's rental of the Facility, or arising out of the actions of the Renting Party, its agents, employees, guests or invitees.
17. **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 following notice and an opportunity to cure. 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 Rental Hold/Security 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 Rental Hold/Security 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 Rental Hold/Security deposit in addition to the entire rental fee.

This venue is an outside venue with no optional indoor facility. The weather is usually suitable for outside events and is rented as such at your discretion, but Renting Party alone assumes the risk of inclement weather during the Rental Period. Please be advised that the rental of the Facility will only be cancelled without penalty in the event of dangerous weather conditions at the sole, absolute discretion of the WCA General Manager twenty-four (24) hours or less prior to your event. Please be advised also that your rental shall only be rescheduled in the event that the parties can reach agreement on a mutually acceptable date and time.

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

18. **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 Pavilion in the sole, absolute discretion of WCA management and/or Board of Directors. No animals except for service animals are permitted at the Facility.
19. **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. 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 Pavilion area. 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 both the Rental Hold/Security Deposit and the rental fee.

20. **Additional Licensing.** Any corporate groups that rent the Pavilion shall provide a Certificate of Insurance which shows the WCA as an “additional insured” for the event.
21. **Catering.** The Renting Party may have present at the Facility a licensed food handler or caterer if the Renting Party provides to the WCA (i) the name of the licensed food handler or caterer, (ii) a copy of the food handler’s or caterer’s license and (iii) 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.
22. **Smoking/Tobacco Use.** It is the Renting Party’s sole, exclusive responsibility to ensure that all guests properly dispose of smoking products and litter.
23. **Directional Signage.** 1 or 2 directional signs may be placed to assist your guests in locating the Pavilion on the day of the rental only. Any signs must be removed immediately following the Rental Period.
24. **Miscellaneous Guidelines.**
 - a) Petting zoos, pony parties and other events involving large animals are not permitted.
 - b) Feeding of wild birds and animals is strictly prohibited.
 - c) Woodlake prohibits the use of illegal/illicit substances as well as underage drinking.
 - d) No in-ground stakes are allowed at any time. Inflatable play structures, tents, etc. must be secured with sand bags or water barrels only.
25. **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.
26. **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.
27. **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, and whether it initiates the litigation or not.
28. **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 addressed as set forth underneath the respective party’s signature.

WCA Pavilion Contract ASSUMPTION OF RISK & RELEASE

In consideration of the privilege of using the Woodlake Community Association Pavilion 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 thereof. 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 expressly and without condition or qualification 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 for the in the 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: WCA Pavilion – Rental Deposit and/or Rental Fee _____ Amount _____

Customer Signature: _____ Date: _____