

**WILLIAMSBURG HOMEOWNERS ASSOCIATION
CLUBHOUSE RENTAL AGREEMENT**

THIS AGREEMENT is made on _____ by and between the
WILLIAMSBURG HOMEOWNERS ASSOCIATION (“the Association”) and
Name: _____ (“Resident”)
(must be a Williamsburg Resident)

Address: _____
Phone: (Day) _____ (Evening) _____
(collectively referred to as “the parties”).

The parties, intending to be legally bound, hereby agree as follows:

1. The Association hereby grants to Resident permission to use the Association Clubhouse for a private function:

To be held on Date(s): _____
Approximate Start Time: _____ Approximate End Time: _____

2. Except as expressly provided herein, Resident is entitled to exclusive use of the Clubhouse facilities and services during the date and time indicated above (“Rental Period”). The permitted rental hours are between 10:00 a.m. and 10:00 p.m. Please make arrangements with the HOA Board if you would like to request an extension in the hours. Resident acknowledges and agrees that for rentals which occur during hours in which the pool area is open for use, there shall be shared use of the Clubhouse restroom facilities, as well as access to the utility closet and cleaning supplies within the Clubhouse by the Association members and pool staff as required for maintaining the pool area. Resident further acknowledges and agrees that there shall be access permitted at any time by the Association property manager, Board of Directors and pool staff as required to respond to emergencies or complaints from neighboring residents concerning activities occurring on the premises.

3. Resident is prohibited from using the Clubhouse for the purpose of conducting any for-profit private, home or commercial business type demonstrations and/or sales activities.

4. Resident agrees to be liable for any damages, losses or injuries of any kind arising out of Resident’s use of the Clubhouse, which liability shall commence at the time Resident obtains possession of the key to the Clubhouse, and continue until the key is returned to the Association or the property manager. All such losses and damages shall be assessed and collected against the Resident as a charge or assessment against the Resident’s unit consistent with the Declaration and applicable law.

5. Resident agrees to pay the following security deposit. Resident will not be permitted to occupy the Clubhouse until the Security Deposit has been received.

\$100.00 Security Deposit (separate check which will be returned)

6. Please instruct any and all guests to use UNCOVERED PARKING SPOTS.

7. Resident acknowledges and agrees that neither Resident nor their guests are permitted to use the pool area during the Rental Period.

8. Resident may, but only with the prior express approval of the Association, enter the Clubhouse prior to the beginning of the scheduled Rental Period in order to place furniture, decorations or other items inside the Clubhouse for the scheduled Rental Period. Resident acknowledges and understands that Resident may not exclude other residents from entering the Clubhouse prior to the scheduled Rental Period, and that Resident, and not the Association, will be responsible for any loss, damage or injuries to, caused by or arising in connection with any furnishings, decorations or other items placed by or on behalf of Resident inside the Clubhouse prior to the scheduled Rental Period.

9. Resident shall clean the Clubhouse in accordance with the published rules and regulations provided to Resident at or prior to the Rental Period. The Clubhouse will be inspected by an agent of the Association following each Rental Period, and the costs of any cleaning required by the agent of the Association shall be charged to the Resident and first deducted from the Security Deposit, with any balance charged to the Resident in accordance with paragraph 3. The Resident cleaning shall be completed on the day of the Rental Period, except when the Rental Period extends to 11:00 p.m. on a Sunday, Monday Tuesday, Wednesday or Thursday, or 12:00 p.m. on a Friday or Saturday, in which case the Resident cleaning must be completed by 9:00 a.m. of the morning following the Rental Period.

10. It shall be Resident's responsibility to inspect the Clubhouse facilities prior to the Rental Period, and to notify and report to the property manager prior to commencement of the Rental Period any damage, defects or portions of the Clubhouse facilities which have not been cleaned in accordance with the Clubhouse rules and regulations. Resident's failure to notify the property manager prior to commencement of the Rental Period shall be construed and act as a waiver of any right by the Resident to claim that any damage, defect or cleaning which is noted by the Association's agent at the conclusion of the Rental Period existed as of the commencement of the Rental Period.

11. Resident shall remove all furniture, decorations and other items placed by the Resident in the Clubhouse facilities by the conclusion of the Rental Period or the Resident cleaning, whichever is later.

12. The Association shall be entitled to retain such amount of the Security Deposit necessary to reimburse the Association for any costs incurred for cleaning the Clubhouse, trash removal, repairing any damages caused by the Resident or guests, or any other expenses resulting from Resident's use of the premises. All amounts which are not deducted from the Security Deposit will be returned to Resident within 14 days, following inspection of the Clubhouse. No portion of the Security Deposit will be returned until the Rental Check List is completed and returned.

13. The maximum occupancy of the Clubhouse is not to exceed 49 people at any time.

14. Resident shall, at all times during the Rental Period, provide adult supervision for all minors at a minimum ratio of 1 adult to 6 minors under the age of 10 and 1 adult to 10 minors over the age of 10.

15. Resident shall vacate the Clubhouse facilities promptly at the end of the Rental Period, and shall not loiter within or about the Clubhouse premises or the parking lot.

16. Resident shall comply with all rules and regulations of the Association, to include all rules and regulations governing the use of the Clubhouse, and shall comply with the directions and instructions of all officers or agents responsible for the operation and/or security of the Clubhouse. The failure or refusal of the Resident or any guest to comply with the foregoing shall be grounds for canceling the Rental Agreement without any obligation for repayment of any portion of the Base Rental Fee, as well as suspending the privileges of the Resident for use of the Clubhouse and pool facilities as determined by the Association Board of Directors.

17. The Association reserves the right to eject Resident and/or any guests at any time from the facilities if, in the opinion of any officer or agent of the association, the Resident or their guest's use of the facilities poses a

danger to the safety of any user of the facilities, any risk of damage to the facilities, or presents a hazard or disruption to the Williamsburg community.

18. Resident shall remain at the Clubhouse facilities during the entire Rental Period and shall provide adequate supervision at all times.

19. RESIDENT ASSUMES ALL RISKS AND RESPONSIBILITY FOR THE SERVING OF FOOD, DRINK, AND ALOHOLIC BEVERAGES IN THE CLUBHOUSE, INCLUDING ANY CIVIL OR CRIMINAL LIABILITY RESULTING FROM THE SERVING, USE, OR PRESENCE OF ALCOHOL AT THE CLUBHOUSE.

20. RESIDENT SHALL DEFEND, INDEMNIFY AND HOLD THE WILLIAMSBURG HOMEOWNERS ASSOCIATION, ITS MEMBERS, BOARD OF DIRECTORS, OFFICERS, AGENTS, MANAGING AGENTS AND EMPLOYEES HARMLESS FROM AND AGAINST ANY KIND AND ALL LIABILITY, LOSS, CLAIMS, ACTIONS, PROCEEDING, COSTS AND EXPENSES, INCLUDING ATTORNEY'S FEES AND/OR SUBSEQUENT INSURANCE PREMIUM INCREASE OCCASIONED BY THE SAME, MADE AGAINST THE WILLIAMSBURG HOMEOWNERS ASSOCIATION OR ANY OF THEM, BY RESIDENT OR BY ANY OTHER PERSON ARISING OUT OF, OR RELATING DIRECTLY OR INDIRECTLY TO RESIDENT'S USE, CUSTODY AND CONTROL OF THE PREMISES, WHICH PERIOD SHALL BE MEASURED AS PROVIDED IN PARAGRAPH 3 OF THIS AGREEMENT.

21. I understand that Resident and their guests are not permitted in the pool area when using the Clubhouse during this Rental Period. _____ (Initials Required)

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereby ratify and execute this AGREEMENT.

RESIDENT

WILLIAMSBURG HOMEOWNERS ASSOCIATION or AGENT

Please return this contract to Linda Kempster-12660 Hillcrest Rd # 8105

lindakempster@sbcglobal.net phone 972-392-0996

Report any problems immediately to Linda Kempster at 972-392-0996 or to Veracity Inc. at 214-368-3388.

WILLIAMSBURG CLUBHOUSE RENTAL CHECKLIST

**THIS CHECKLIST MUST BE COMPLETED, SIGNED BY THE RENTER AND RETURNED
HORST PROPERTY MANAGEMENT FOR RENTER'S SECURITY DEPOSIT TO BE RETURNED**

_____ All windows, doors and gates are locked.

_____ All trash has been collected and placed in the trash containers located in the parking lot.

_____ Ensure that the air conditioning or heating has been turned off when you leave.

_____ Check all doors: front door, back doors, door to gym/restrooms to ensure everything is locked when you leave.

_____ Rest rooms are clean.

_____ Kitchen counters and the sink have been cleaned.

_____ Kitchen floor has been swept and is free of any food particles or spillage.

_____ All food has been removed from the refrigerator and the refrigerator has been left clean.

_____ All tables and chairs are clean and have been left in an orderly arrangement.

_____ Any spills have been cleaned up.

_____ All facilities and furniture are in good repair and in working order.

NAME OF RESIDENT

RECEIVED BY OFFICER/AGENT OF THE ASSOCIATION
DATE AND TIME

This form must be completed and returned to Linda Kempter-12660 Hillcrest Rd # 8105