



CLUBHOUSE RENTAL APPLICATION AND FACILITIES USE AGREEMENT

Date of Application: _____
 Renter: _____
 Address: _____

 Primary Telephone: _____
 Secondary Telephone: _____
 E-mail: _____

For Management Office use only:
 Rental assigned to: _____
 Renter in good standing? _____
 Deposit Received:
 \$ _____ Date/Initials _____
 Rental Fee Received:
 \$ _____ Date/Initials _____
 Deposit Returned:
 \$ _____ Date/Initials _____

Rental Start Time: _____ Rental Date: _____
 Rental End Time: _____ Total Hours: _____

Brief description of event: _____

Will alcoholic beverages (wine and beer, no liquor) be served? Yes / No

If renter will not be present, please list a designated point of contact (Designated POC):

Name: _____ Phone: _____

<u>Check the rental rate that applies.</u>	Administrative Fee	Hourly Rate	Deposit
<input type="checkbox"/> Exeter Resident	\$25.00	\$25.00	\$250.00
<input type="checkbox"/> Non-resident	\$25.00	\$40.00	\$350.00

Please note the following summary of terms and conditions:

- Rentals are billed with a one-time administrative fee per rental plus the hourly rate. Rentals may only be made in whole hour increments, without partial hours or pro-rating.
- Minimum rental is two hours.
- If rentals exceed listed hours, they will be billed for additional time rounded to the next whole hour.
- Proof of residency is required for all Exeter residents.
- Renters may not sell or charge attendees for access to the clubhouse or in any way that may be construed to charging for the use of the facility, including but not limited to admission, minimum purchase requirements, facilities fees, or charge for attendance at such events such as camps, events, etc.
- Rental is for exclusive use of the clubhouse and patio area **ONLY**. Renters are not permitted to setup equipment or otherwise occupy the driveway, parking lots (other than for standard parking), playgrounds, common areas, or other grounds and facilities. The adjacent playground and common area may be used on a first-come, first-serve basis; however, it will not be for the exclusive use of the event, nor may residents be barred from these areas, and (or) any damages or trash left will be the responsibility of the renters. No pool or pool house access or privileges are granted to renters.

Submit application and payments, via check or money order only, payable to Exeter HOA, by mail or in person to Sentry Management, 50 Catocin Circle NE, Ste. 301, Leesburg, VA 20176. Applications may also be emailed to hoa@exeterhoa.com.

Exeter Homeowners Association (HOA) and its management company reserve the right to deny clubhouse rental applications for any non-discriminatory reason which they feel is contrary to the approved uses of the facilities. Special circumstances may be taken to the Board of Directors for consideration.

Rental Terms and Conditions

1. Rentals and payments are coordinated solely through Exeter HOA's designated property management office (Sentry Management) and its representatives. The Property Manager shall be responsible for coordinating with the rental party for the opening, closing, and inspections of the Clubhouse.
2. The Clubhouse Facility being provided for the exclusive use of this rental is defined as the Exeter Stone Clubhouse and patio. Guests and attendees may use the adjacent common areas, parking lot, and playground, however, no structures or equipment may be set up in these areas and use of these areas may not inhibit resident's normal usage. No usage of the pool facilities or recreation courts are included or granted with any rental.
3. The following shall be required to be on file with the Property Management Office to hold and approve any and all rentals:
 - a. Photocopy of renter's official State Driver's License.
 - b. Confirmation that the resident or renter is in good standing.
 - c. A signed copy of the Clubhouse Rental Application and Facilities Use Agreement .
 - d. A check or money order for the rental amount (within 30 days of the rental).
 - e. A check or money order for the deposit amount (within 30 days of the submitted application).
 - f. If beer or wine will be served, a host liquor liability insurance coverage with a minimum liability limit of \$1,000,000 and in accordance with applicable liquor laws.
4. All rentals are on a first-come, first-serve basis. Rentals are billed on hourly rates only and will not be pro-rated. There will be a \$25.00 service charge for returned checks and a \$50 cancellation fee if the Property Manager is notified of the cancellation less than 72 hours in advance. If notice is not provided, full payment will be assessed. The cancellation fee may be waived by the Board of Directors, at their sole discretion, in the event of extenuating circumstances. The Association is not responsible or liable in any way for events that are cancelled due to weather, power outages, or for any other reason.
5. An inspection will be performed following the rental. Upon arrival, if the facility or any of its constituent elements are found to be inoperable, missing, or damaged before the event, please email hoa@exeterhoa.com immediately at the start of the event. Otherwise, any damage found after the rental will be assumed to be on the part of the renter. If applicable, deposit refunds or portions thereof will be refunded to the renter within 14 days of the event. Renters should allow time for set up and clean. Renters may arrive and depart no more than 10 minutes from the scheduled times of the rental period.
6. The Renter shall hold harmless and indemnify Exeter HOA, its successors and assigns, and its officers and directors, both individually and collectively, from and against any and all liabilities, cost, damages, expenses, and (or) any attorney's fees or costs of defense resulting from or attributable to any and all acts and omissions of and by the Renter, Designated POC, and (or) guests and invitees, pertaining to the use of the Exeter HOA's Clubhouse Facility, including but not limited to damage or injury to guest's or attendee's person, possessions, or property.
7. The Renter accepts full responsibility for maintaining the condition of all property (building, flooring, furniture, appliances, etc.) as originally provided at the time of the pre-event inspection and fully understand that if the property is not in the condition as it was at the time of the pre-event inspection, the security deposit will be forfeited, to the extent necessary to return the facilities to its pre-event condition. In the event damages exceed the total dollar amount of the security deposit, the Renter does hereby accept full responsibility for the payment of all damages and to pay all reasonable costs, attorney's fees, and expenses that shall be incurred by Exeter HOA if legal action is taken to enforce the terms of this Agreement. If the Clubhouse Facility is not properly cleaned and all items are not properly returned, then a \$100 cleaning fee shall be applied and deducted from the deposit refund.
8. The maximum occupancy capacity for the Clubhouse Facility is 92 attendees, including the patio, and the normal operating hours are 7 a.m. – 11:30 p.m. If these policies are violated, all attendees will be required to leave immediately with no refund of rental fees given.
9. The following rules, procedures, and regulations shall be in effect for the Clubhouse Facility at all times for the Renter, Designated POC, and all guests and attendees:
 - a. The Renter and Designated POC are responsible for the conduct of the guests and must be on the Clubhouse premises throughout the event. All guests shall behave with a conduct becoming of a public area and in accordance with all local, State, and Federal regulations. Please remember this is our neighborhood.

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- b. The Renter is responsible for all rented interior and exterior areas including the kitchen, main room, hallways, bathrooms, and patio areas as well as furniture. The clubhouse is rented furnished, and none of the furniture may be removed. Furniture and the facility must be clean and undamaged, including chairs. Cleaning supplies are located in the women's bathroom closet.
- c. Smoking is strictly prohibited in the Clubhouse, adjacent facilities, and adjacent common areas at all times, except in designated areas. Smoking is permitted in designated areas only. Renters assume full responsibility for making sure their guests comply with this rule. Any indication of smoking will result in a \$250 professional cleaning fee.
- d. There must be clear access to all exits at all times. Tables, chairs, and other items may not block doors or other designated exit areas at any time.
- e. Decorations may not mark or damage the walls, paint, furnishings, or other fixtures in the Clubhouse. Decorations, fixtures, hooks, tape, and any other materials must be removed completely before vacating from the Clubhouse and its adjacent areas, including signs.
- f. When playing music in the Clubhouse, the volume must not exceed a moderate level, and the doors and windows must remain closed. Excessive noise, vulgar language, and abusive or unacceptable behaviors resulting in complaints will not be tolerated and may result in immediate cancellation of the rental event.
- g. Admission, fees, and facility use charges may not be charged to guests or anyone for the use or rental of the Clubhouse Facility, the event for which it's being used, or the HOA's grounds and commons area. These facilities may not be used for the raising of funds unless approved ahead of time by Exeter HOA's Board of Directors.
- h. No more than two signs, not to exceed eight square feet each, may be posted on or about the Clubhouse grounds. No decorations may be placed on the grounds or nearby equipment, including signs or balloons on street signs in the parking lot.
- i. The following special requirements are in place for usage of alcohol at all times:
 - i. Only beer and wine may be served. No hard liquor of any kind may be served or permitted to be consumed in or around the Clubhouse, Exeter HOA facilities, or grounds.
 - ii. No beer or wine may be served to any guest who is under the age of twenty-one (21) or who appears to be intoxicated. It is the responsibility of the Renter to ensure proper procedures are in place to avoid the service of alcohol to those under legal drinking age.
 - iii. The sale of alcoholic beverages is prohibited (i.e. no cash bars).
 - iv. Any event where beer and/or wine will be served must have a host liquor liability insurance coverage on file with the property management office, with a minimum liability limit of \$1,000,000 and in accordance with applicable liquor laws.
 - v. A designated driver system should be used as the case warrants.
- j. The following items must be cleaned and returned to their proper state or else a \$100 cleaning fee shall be taken from the deposit:
 - i. Trash must be removed from all cans, including bathrooms and bags replaced. Trash may be placed in outdoor receptacles.
 - ii. Floors must be swept and moped.
 - iii. Tables and chairs must be clean and neatly stacked against walls.
 - iv. Bathrooms, including walls, sinks, and toilets, shall be cleaned thoroughly.
 - v. Doors and windows must be locked, clean, and in good condition.
 - vi. All decorations, including but not limited to signs, tacks, staples, balloons, tape, streamers, and other items must be removed from inside and outside the facility.
 - vii. Kitchen shall be cleaned, including removal of items from cabinets and refrigerator, including but not limited to appliances, cabinets, sinks, and counters.

I understand that Exeter Homeowners Association reserves the right to terminate the rental or use of the Clubhouse at any time if the stated terms and conditions are broken. I agree to abide by all terms and conditions included in the Clubhouse Rental Application and Facilities Use Agreement. I understand that failure to comply may result in being banned from renting the Clubhouse Facility, charges incurred as laid out in the terms and conditions, and (or) any legal actions necessary.

Renter Name: _____

Renter Signature: _____

Date: _____

Must be completed to enter facility

**Exeter Homeowners Association
USE OF CLUBHOUSE FACILITY**

Agreement: Assumption of Risk Relating to Coronavirus/COVID-19

The coronavirus known as COVID-19 has been declared a worldwide pandemic and the Commonwealth of Virginia is still in a public health state of emergency. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. While **Exeter Homeowners Association** ("Association") has implemented certain operating measures for the Association's clubhouse facility ("Facility") to try to reduce the risk of transmission of COVID-19, **the Association cannot provide a virus-free Facility and cannot provide any guarantee or other assurance that you (or your family members) will not become infected with COVID-19.** Your entry into the Facility and participation in activities at the Facility could increase your risk of contracting COVID-19.

Read Carefully Before Initialing Each Paragraph and Signing Below

In exchange for the use of the Facility during the declared public health state of emergency, I agree as follows on behalf of myself as well as my family members and/or guests ("Persons Under My Supervision"):

1. ____ (INITIALS) I expressly agree to indemnify and hold the Association harmless against any and all claims, demands, damages, rights of action, or causes of action, of any person or entity, that may arise from injuries or damages sustained by me, my guests or invitees involving the use of the Facilities, including claims related to COVID-19 brought by Persons Under my Supervision.
2. ____ (INITIALS) I acknowledge and understand the contagious nature of COVID-19 and **voluntarily assume the risk** that I and the Persons Under My Supervision may be exposed to or infected by COVID-19 by entering the Facility. I further acknowledge that such exposure or infection may result in illness, disability or death. I also understand that the risk of becoming exposed to or infected by COVID-19 at the Facility may result from the behavior, actions or negligence of others that are beyond the Association's reasonable control, including but not limited to other patrons or members, and their families and/or guests.
3. ____ (INITIALS) I have **discussed with the Persons Under My Supervision the risks** of COVID-19 infection and steps to take to help reduce those risks and to reduce the spread of the virus as recommended by the U.S. Centers for Disease Control & Prevention ("CDC").
4. ____ (INITIALS) I represent that I and the Persons Under My Supervision **will not enter or use any part of the Facility at any time when I/we either (i) have symptoms of COVID-19, or (ii) have tested positive for COVID-19 or were exposed to someone with COVID-19 within the last 14 days, and cannot safely end home isolation in accordance with current guidelines published by the CDC.** In addition, **if I or the Persons Under My Supervision start exhibiting symptoms of illness while at the Facility,** we will immediately leave the Facility and, when leaving, we will notify the supervising manager or lifeguard on duty why we are leaving.
5. ____ (INITIALS) I agree that I and the Persons Under My Supervision will **practice safe social distancing and clean hygiene** as recommended by the state and CDC during my/our presence at the Facility and will follow all applicable rules, protocols, guidelines and signage, including following the instructions of the Facility's management, lifeguard and others authorized by the Association.
6. ____ (INITIALS) I understand that I/we will be denied entry into the Facility if I choose not to sign this document. **I have read and understand this document, and I agree to its terms.** For any person below 18 years of age, this document is binding to the extent allowed by law.

Signature: _____

Address: _____

Print Name: _____

Telephone _____

Date: _____

Notice:

The drive way at the clubhouse is to be kept clear at all times. This is to be used for emergency vehicle access for the pool and clubhouse only. You can walk up the drive way to take supplies in but may not remove the chains and drive your vehicle up for unloading and loading. If homeowners fail to abide by this, they are at risk of being towed at their expense.