

Rental Fee: \$ _____ Check #: _____
Security Check # _____ Security Returned: _____

**CARISBROOKE HOMEOWNERS ASSOCIATION
LICENSE AGREEMENT
COMMUNITY CLUBHOUSE BUILDING**

(PLEASE HAVE THIS CONTRACT WITH YOU WHEN OCCUPYING THE FACILITY)

THIS LICENSE AGREEMENT is entered into this _____ day of _____ 20____ by and between THE CARISBROOKE HOMEOWNERS ASSOCIATION, INC., the Association, and _____, a Class A member of the Association in good standing, the Homeowner.

WITNESSETH THAT:

WHEREAS: the Homeowner has requested and the Association has agreed to permit the Homeowner, subject to the terms hereof, to use the party room and restrooms of the Community Clubhouse Building, the Premises located at 21691 Knolls Hill Square, Ashburn, Virginia, for the purposes and the period of time described herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency hereby are acknowledged, the parties hereto agree as follows:

1. **TERM:** The Homeowner shall have the use of the Premises for the Rental Period defined as follows:

Day of Week: _____
Date: _____ day of _____ 200____
From: _____ AM/PM to _____ AM/PM

The Premises are available for rent Sunday through Thursday from 9:00 a.m. to 10 p.m., and Friday through Saturday from 9:00 a.m. to 11:00 p.m.
The Rental Period shall include setup and cleanup time.

2. **FEES:**

Residents: \$25.00 per event, plus \$10.00 per hour of use
Non-Residents: \$25.00 per event, plus \$30.00 per hour of use

The Homeowner agrees to pay the Association the sum of _____ Dollars (\$ _____), the Fee, for the use of the Premises, which amount shall be paid at the time this Agreement is executed.

3. **SECURITY DEPOSIT:** The Homeowner shall deposit with the Association the sum of Two Hundred Dollars (**\$200.00**) which shall be held by the Association until such time as it determines the Premises have been returned to the Association clean and undamaged. The Homeowner is responsible for cleaning after the use of the Premises according to the rules as stipulated in Exhibit A, incorporated hereto and a part hereof. If the Homeowner fails to fulfill this obligation, the Association shall perform such tasks as are required to clean and repair the facility. Expenses include all labor and materials and any other expense, for such cleaning and repair; in addition, an administrative charge of \$25.00 shall be deducted from the Security Deposit. Any expenses over and above the Security Deposit shall be invoiced to the Homeowner and shall become a lien against the Homeowners real property located in Carisbrooke, if not paid in full within 15 days.

4. **PURPOSE:** The Homeowner agrees that the Premises will be used for the following purposes: _____ and for no other purpose. **Rental of the Premises for commercial reasons or personal financial gain is not allowed.**

The anticipated number of guests will not exceed **49** [Maximum #]. The Homeowner hereby expressly covenants and agrees that at all times use of the Premises will comply with all applicable laws, ordinances and regulations. All property of the Homeowner that is brought onto the Premises will be used and maintained at the sole risk of the Homeowner. Valid purposes for use of the Premises are for Apersonal use and for Anon-profit organizations. Personal use shall be defined as activities that include parties and social events sponsored by a Homeowner. Non-profit organizations shall be defined as sanctioned groups that have legal non-profit status with the IRS such as the Boy/Girl Scouts or other groups. A Homeowner must sign the rental contract and sponsor the non-profit organization.

5. **ACCESS:** The Homeowner agrees that the Association shall have the right to enter and view the Premises at any time during the Rental Period.

6. **INDEMNIFICATION:** The Homeowner agrees that it shall indemnify and defend the Association, and forever hold them harmless from any liability, suit, action, claim, demand, loss, expense (including, with limitation, attorneys fees) or cost of any kind or nature of or connected in any way to or with the Homeowners or his guests or invitees or agents uses of the Premises, the execution of the Agreement, or any injury, loss or damage to any person or property upon the Premises.

7. **UTILITIES:** The Association will provide all necessary water, sewer, gas and electricity for the Premises at the Association=s expense during the Rental Period. The Homeowner covenants and agrees that at all times its uses of such services will comply with all applicable laws, ordinances, rules and regulations, and will never exceed the capacity of the mains, feeders, ducts and/or conduits bringing service to the Premises. Notwithstanding the foregoing, the Association will not be liable for any interruption in the provision of services for any reasons at all, nor for any damage to the Homeowner=s personal property resulting therefrom.

8. **TERMINATION OF RENTAL PERIOD AND REPAIRS:** At the expiration of the Rental Period, the Premises will be delivered to the Association and shall be clean, in good repair and order and in the same or better condition as when received, in accordance with the rules stipulated in Exhibit A. **In the event the Homeowner fails to deliver the Premises to the Association at the expiration of the Rental Period, or if the Homeowner is found to have taken possession of the Premises prior to the agreed upon time, the Homeowner agrees to pay an additional fee in the amount of Twenty five dollars (\$25.00) for each hour (or fraction thereof) during which the Homeowner remains in possession of the Premises.**

9. **RULES:** The Homeowner agrees that guests and invitee=s will abide by the rules and regulations of the Association of the uses of the Premises, which are adopted by the Association from time to time. The Association has the right to modify the rules and regulations from time to time. The Association shall have no liability to the Homeowner for its enforcement or waiver of such rules or regulations. The Homeowner covenants and agrees to provide adequate supervision for guests and at all times during the Rental Period. The Homeowner understands that this agreement is for the party room only, and **DOES NOT INCLUDE USE OR ACCESS TO THE**

POOL OR POOL DECK.

10. ALCOHOLIC BEVERAGES/ILLEGAL SUBSTANCES PROHIBITED: Unless the Homeowner has complied with all laws and licensing requirements of the Commonwealth of Virginia pertaining to the service, sale or use of alcoholic beverages on the Premises, the Homeowner shall not serve, sell or permit the use of alcoholic beverages on the Premises. In the event the Homeowner complies with the aforesaid licensing requirements, prior to the commencement of the Rental Period, the Homeowner shall provide the Association with copies of all-applicable laws and regulations and evidence of compliance hereto. The Homeowner agrees that it shall not serve or sell alcoholic beverages to any person who is a minor or permit a minor to serve or sell alcoholic beverages on the Premises by any person, whether or not a guest or invitee. The Homeowner covenants and agrees that neither their guests nor invitee=s will serve, sell or bring to the Premises any illegal or controlled substance. The Association shall have no liability to the Homeowner and shall be full indemnified by the Homeowner for any liability, suit, action, claim, demand, loss, expense (including with limitation attorney=s fees), or cost of any kind or nature whatsoever which may result from the service, sale, use of alcoholic beverages on the Premises, including any violation of law or regulations; or for the use, service, sale or bringing of any illegal substance to the Premises.

11. CANCELLATIONS: Rental fees will not be refunded if an event is canceled except in extraordinary circumstances (whether event which in the sole opinion of the Association prevents safe use of the facility, mechanical failure of the facility, sudden serious illness or death of the Homeowner or his immediate family member) and unless canceled in accordance with the following:

Rental refunds will only be granted if requested at least 14 days or more in advance of the Rental Period.

12. ASSIGNMENT: The Homeowner shall not assign this Agreement. The Homeowner covenants and agrees that he/she will be present on the Premises for the entire Rental Period.

13. MISCELLANEOUS: This Agreement is not an interest in real estate, but an Agreement for use of the Premises. In the event that the Association breaches it=s obligations under this Agreement, the parties hereto agree that the Association=s liability shall be limited to the amount of the Fees paid and the Security Deposit paid. The term AHomeowner@ means the person or persons named on the Deed to a Property located in Carisbrooke. The covenants of the Homeowner constitutes a joint obligation of the individual members thereof.

14. ENTIRE AGREEMENT: This Agreement consisting of four pages, including AExhibit A@ incorporated herewith constitutes the entire Agreement between the parties.

WITNESS OUR SIGNATURES:

THE ASSOCIATION:
Carisbrooke Homeowners Association

By: _____

Date: _____

THE HOMEOWNER:

Printed Name _____

Address: _____

Telephone Number (H): _____ (W) _____

By: _____

(Homeowner=s Signature)

Date: _____

Email Address: _____

Contact:

Phone:

Contact:

Phone:

EXHIBIT A

RULES FOR USE OF THE CLUBHOUSE BUILDING, AT THE PREMISES@

Your use of the Carisbrooke Homeowners Association Clubhouse Building is a privilege, not a right.

- 1) No one is allowed on the pool deck or to use the pool in any way. The pool deck and pool are off limits at all times. Be aware that the door leading to the pool is alarmed! Do not open this door for any reason other than for emergency egress.
- 2) Rental hours are Sunday through Thursday 9:00 a.m. to 10 p.m. and Friday through Saturday 9:00 a.m. to 11:00 p.m.
- 3) After the rental agreement has been signed, Property Management People (PMP) will notify the clubhouse-administrative assistant of the rental. The clubhouse-administrative assistant will meet the Homeowner at rental time.
- 4) The Clubhouse is a non-smoking facility.
- 5) There will be no admittance to the premises before the rental period. If you fail to vacate the Clubhouse promptly at the end of your rental period, an additional fee of \$25.00 will be deducted from the Security Deposit for each hour (or fraction thereof) you remain.
- 6) Clubhouse utility closets are off limits (except for the closet with cleaning supplies)
- 7) Clean the facility AFTER EACH USE without exception:
 - a) Replace the tables and chairs to their original locations.
 - b) Sweep and mop the floor.
 - c) Vacuum carpeting.
 - d) Wipe off all tables and chairs, counters, and sinks.
 - e) Remove any food or beverages.
 - f) Remove all trash from the Premises (everything brought in, must be taken out).
 - g) Check restrooms. Flush toilets and sinks as needed. Leave no trash in the restrooms.
 - h) Leave no cigarette butts on the grounds outside the Clubhouse.
- 8) Ensure that the clubhouse-administrative assistant returns to the Premises immediately following your event to ensure prompt return of your security deposit from PMP.
- 9) To report any problems or anything unusual, contact the clubhouse-administrative assistant or call Property Management People (PMP) 800.336.8009, Ext. 6.
- 10) In case of a facility emergency [no heat or cooling, flooding, facility damage, etc.], call PMP at 800.336.8009, Ext. 6, state that this is an emergency and request to page the Carisbrooke property manager immediately.
- 11) Please be aware that this facility does not have a public phone. It is suggested that the renter provide their own phone for emergency purposes.
- 12) In case of fire or injury, call the appropriate emergency response agency (911).

Your cooperation in keeping the Association Clubhouse Building in good condition is important and appreciated. Any persons or groups found to abusing the facility may lose their privileges to use the Premises in the future.

Seen and Agreed: _____

Date: _____

Group: _____