

# CLUBHOUSE RENTAL AGREEMENT

THIS RENTAL AGREEMENT is made and entered into this day of \_\_\_\_\_, 2017 by the Potomia Community Association, Inc. (the "Association") and \_\_\_\_\_, a homeowner (the "Owner") of the subdivision known as Potomia Community Association/Elysian Heights in Leesburg, Virginia.

## WITNESSETH:

The owner desires to rent the Potomia Community Association, Inc. Facilities (the "Clubhouse") upon the following terms and conditions based on its renting for the following specific use:-

\_\_\_\_\_.

These dates may be modified with no less than two-week's notice to the Association or the Owner. Modification to the dates listed above shall only be considered in the absence of any scheduled the use of the facility.

1. **Security Deposit.** Concurrently with the execution of this Rental Agreement, Owner has delivered to the Association a check in the amount of \$ **150** as a cleaning and damage deposit (the "Deposit") in connection with the Owner's rental of the clubhouse. Owner agrees that he/she will personally be responsible for the cleaning of the Clubhouse following each use by the Owner pursuant to this agreement and will be responsible for any and all damages to the Clubhouse and any equipment during Owner's rental thereof. Upon a determination by the Association that the Owner is not satisfactorily cleaning the facility after their use, within three (3) days, the Association may terminate this Agreement in the Association's sole discretion.

**It is incumbent upon the Owner to immediately disclose any damages to the facility. In the event damages do occur, the Association will determine the best course of correction, including the potential for additional safety deposits prior to the next scheduled event. In the event damages are discovered without report by the Owner, this Agreement shall be immediately revoked and the Deposit retained.**

The liability of the Owner hereunder in connection with cleaning and damages shall not be limited to the amount of the Deposit. Each Clubhouse event **MUST** end by 10 o'clock pm.

The Owner **MUST** remove **ALL** personal belongings and completely clean the Clubhouse by 10 o'clock pm. The Association shall determine whether the Deposit or any part thereof shall be retained by it to cover the costs of any needed cleaning or damages, no later than three (3) days after each event. In accordance with determination, the balance of the Deposit shall be refunded by the mail within ten (10) days following the termination of this agreement.

2. **Use of the Clubhouse.** Owner agrees to accept full responsibility for all actions of guests using the Clubhouse and agrees that the Clubhouse will not be used for any unlawful purpose and in accordance with the current Bylaws of the Association.

a. Additionally, Owner agrees that use of the clubhouse is restricted to the use and activities associated with your meeting and that no other activities shall be permitted during the rental use of the clubhouse.

b. Owner further agrees that they are the person for whom the clubhouse is being rented for and that true use of the rented clubhouse is restricted to persons who are in good standing with the Potomia Community Association.

**3. Quiet USE and Enjoyment.** Owner agrees that NO loud or unruly use of the Clubhouse shall be permitted. No more than **110** persons shall be in the Clubhouse at one time. The Owner agrees to private use only and NO admission fees will be charged or merchandise or liquor sold. NO smoking is permitted in the Clubhouse or pool area. The Loudoun County Police Department is giving the express right to enter the Clubhouse during any private party. If the police determine that occupancy is in excess of maximum capacity, or that the party causing a disturbance of the peace, or that any other violation of the law is occurring, Owners agree that the party will be immediately terminated and all persons will vacate the Clubhouse. In such event, Owner's Deposit under Section 1 shall be forfeited. If the police are called upon to respond to complaints by residents of excessive noise or other disturbances, the Deposit will be forfeited.

**4. Indemnification.** Owner, for himself, his heir, executors, administrators, successors, representatives, employees, agents and assigns, hereby releases the Association, its successors and assigns, representatives, employees and agents from any and all claims demands and liability for any injury or damages to the Owner or persons on the premises on the aforesaid date and any loss or damage to the property caused by, growing out of, or occurring in connection with the Owner's use and occupancy of the Clubhouse, even if caused or attributable to the negligence of the Association.

**5. Miscellaneous.** Owner is responsible for locking all exterior doors to the Clubhouse and returning all keys to the Association representative from which the Clubhouse was rented. Return of keys is a condition of refund of Deposit. Owner agrees to be present in the Clubhouse at all times during any event hosted by the Owner pursuant to this Rental Agreement. *Owner's rental of the Clubhouse does not include the use of the pool.* All attendees of Owner's party/event in the Clubhouse are not allowed use of the pool for any reason. All rules regarding guests in the pool area will be enforced by the Association.

Owner hereby acknowledges receipt of Pool Rules and regulations as Exhibit II. The pool and patio furniture are not to be used. If any of these rules are violated, Owner's deposit under

Section 1 shall be forfeited and the Association reserves the right to suspend the Owner's rental privileges in the future.

*IN WITNESS WHEREOF*, the parties have executed this Rental Agreement the day and year first above written.

**I, THE HOMEOWNER HAVE READ THIS AGREEMENT AND AGREE TO ITS TERMS.**

Accepted by: \_\_\_\_\_

(Please sign)

Name of Homeowner: \_\_\_\_\_

(Please print)

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

POTOMIA COMMUNITY ASSOCIATION INC.

Accepted by: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Management Agent – Potomia Community Association

Return to Email to: [JBarrows@Sentrymgt.com](mailto:JBarrows@Sentrymgt.com)

Or

Mail to: Sentry Management  
602 South King Street, Ste. 400  
Leesburg, VA 20175