

Bryan's Cove Residential Condominium Association Clubhouse Rental Contract

THIS AGREEMENT is made the _____ day of _____ 20__ by and between the Bryan's Cove Residential Condominium Association, A Virginia Non-Stock Corporation (the "Licensor") and _____, an owner and/or resident of the Association (the "Licensee").

RECITALS

Licensor is the owner of the Bryan's Cove Clubhouse located at 1860 Barkadeer Cove, Chesapeake, VA. 23323 (the "Clubhouse") in the planned unit community known as Bryan's Cove Residential Condominium Association in the City of Chesapeake, Virginia. Licensee desires to rent the Clubhouse (the "Property") from Licensor upon the terms and conditions set forth herein.

Licensee wishes to rent the Property for Licensee's exclusive use for an event scheduled for _____, ("Event"), as more specifically set forth below in Paragraph 3 of this Agreement.

AGREEMENT

- License** – For and in consideration of **\$85.00** ("Rental Fee") paid to Licensor in advance, Licensor hereby grants to Licensee a license for the use of the Property upon the terms and conditions set forth herein. **One payment for the Rental Fee** should be returned to the Licensor at myStreet office, located at 7231 Forest Ave, Suite 102 Richmond, VA. 23226. If the Rental Fee is not received by the Licensor at least 3 days prior to the scheduled use of the Property, then this Agreement between the Licensor and Licensee shall be terminated, effective immediately.
- Additional Charges** – Licensee agrees to pay all fees set forth in the Charge Chart attached to this Agreement as "Exhibit A" ("Charge Chart") and as otherwise described in this Agreement, including, without limitation, responsibility for all damages incurred by the Licensor as a result of the Event, Licensee's use of the Property or resulting from Licensee's breach of this Agreement.
- Term** – Licensor shall make the Property available for Licensee's use on _____, 20__ beginning at _____ a.m./p.m. and ending at _____ a.m./p.m. only (the "Term"). Use of the Property by the Licensee outside of the aforementioned time/date shall result in a **\$50.00 charge** assessed against Licensee in accordance with the Charge Chart; Licensee acknowledges the inconvenience and nonfeasibility of obtaining an adequate remedy for, and agrees that such charge is reasonable in light of the anticipated or actual harm caused by, Licensee's unauthorized use of the Property outside the Term. Under no circumstances shall Licensee or his/her guests and invitees remain in the Property later than 10:00 pm **Failure to completely vacate the Property by 10:00 pm will result in a charge of \$50.00 against Licensee.** Upon the expiration of the Term, Licensee shall surrender to Licensor's designated agent any key(s) furnished to Licensee.
- Cancellation** – If Licensee should have to cancel a confirmed/scheduled booking, there will be a \$50.00 cancellation charge if cancelled less than 7 days before the confirmed event date.
- Use of Property** –The pool, pool deck, fitness center, playground, beach, dock and outdoor grass area located in and around the Clubhouse are not included as part of the rental and shall not be used for any purpose by Licensee during the Term. Use of the abovementioned areas will result in charges to Licensee of the **\$50.00** in accordance with the Charge Chart. Licensee acknowledges the inconvenience and nonfeasibility of obtaining an adequate remedy for, and agrees that such charge is reasonable in light of the anticipated or actual harm caused by, Licensee's unauthorized use of restricted areas of the Property. Licensee shall use the Property only for the following purposes during the Term:

Licensee shall be responsible for all activities that occur at the Event and at the Property during the Term and will be present in the Property during the entire Term. No advertising will be permitted in the Property and no charge to enter the Property or admittance fee for the Event will be charged or collected by the Licensee without prior written approval of the Licensor.

6. **Insurance and Indemnification** – (a) Licensee shall obtain prior to the Term, and maintain throughout the Term, from a reputable insurance company that shall be rated A VIII or better by A.M. Best Company and must be licensed to do business in the Commonwealth of Virginia, event liability insurance covering bodily injury and property damage that may occur at the Event in the amount of \$1,000,000 per occurrence (the “Insurance Policy”) and, if alcohol is to be served at the Event, host liquor liability insurance which provides liability coverage for at \$1,000,000 per occurrence (“Alcohol Insurance Policy”). (b) Licensee shall indemnify and hold harmless and without fault or liability the Licensor, its members, officers, Board, agents, staff, employees and management from any and all, whether known or unknown, claims, actions, causes of action, liabilities, costs and expenses, including without limitation reasonable attorney’s fees, arising out of, resulting from or related to this Agreement, the Event or the use of the Property by Licensee, its attendees or invitees, or any contractors hired or engaged by Licensee. Licensee shall assume full responsibility for any fines, sanctions, damages, legal fees or costs incurred by the Licensor as a result of, caused by, or related to the Event or use of the Property by Licensee, its guests, attendees and invitees, or any contractors hired or engaged by Licensee.
7. **Alcohol** – Bryan’s Cove Residential Condominium Association does not permit the consumption of alcohol at the clubhouse.

Will there be alcohol provided and/or consumed at this private event? YES | NO Licensee Initials: _____

8. **No Warranty** – Licensor makes no representations or warranties as to the condition of the Property. Licensee agrees to use the **Property AS IS**.
9. **Condition of Property** –
- a. **Cleaning of Property** – Upon expiration of the Term, Licensee shall (i) return all furnishings in the Property to the same location as such furnishings were in at the commencement of the Term; (ii) surrender the Property in a reasonably neat and orderly condition; (iii) surrender all kitchen appliances and ware, including without limitation, any microwave or refrigerator in as clean a condition as when received; (iv) remove any property brought into the Property for Licensee’s use; and (v) return the key to the Property to the Licensor’s designated agent. Licensor is not responsible for any property left on the Property by Licensee, its agents, employees, invitees, or permittees. All personal property of Licensee and his/her guests, servants and invitees placed or stored within the Property shall be done at the risk of the person owning that property. Licensee shall hold harmless and without fault or liability Licensor and its directors, officers, members, management, employees and staff for any loss or damage, direct or indirect, which occurs as a result of theft or damage to said property. Any items left after the Event will be considered abandoned and may be removed for disposal. Licensee shall provide all cleaning products. All trash shall be disposed of in an appropriate container located outside the building.
- i. A **cleaning fee** in the amount set forth in the Charge Chart may be charged to Licensee for failure to clean thoroughly or remove trash from the Property after the Event.
- ii. **Failure to return the key to the Property upon expiration of the Term** to the Licensor’s designated agent will result in a charge in the amount set forth in the Charge Chart.
*Licensee shall also be charged the cost to replace the key and for any additional costs incurred by the Licensor as a result of Licensee’s loss of the key, including any charges incurred to access the Property until a replacement key is obtained.
- b. **Damage to Property** – Licensee shall keep the Property, together with all glass, furnishings, electrical, plumbing and other mechanical installations therein, in good order and repair, at his/her own expense and will surrender the Property at the expiration of the Term in the same condition as when received. Licensee shall repair promptly at his/her own expense in accordance with the Charge Chart, any damage to the Property caused by or resulting from the Event, including, but not limited to, any incurred by or through installation or removal of Licensee’s personal property (such as decorations), regardless of fault or by whom such damages shall be caused. Licensee

shall not alter or paint any part of the Property. All decorations for Event must be pre-approved by Licensor prior to commencement of the Term. Licensor is not responsible for any personal property brought to or left at the Property. In the event of damage to the Property during the Term, Licensee agrees to pay the charges set forth in the Charge Chart. The Licensee will be charged in accordance with the Charge Chart for Property damage found after inspection. The Licensee will have 24 hours to dispute the charges, such dispute to be reviewed and resolved by the Association in its sole discretion. Licensee agrees to be bound by the Association's decision with respect to such dispute.

10. **No Assignment** – Licensee shall not assign this Agreement in whole or in part without the prior written consent of the Licensor.
11. **Inspection by Licensor** – Licensee shall not prevent Licensor, its agents or employees to enter the Property at any time prior to, during or after the Term to inspect the Property or to carry out any provision of this Agreement.
12. **Approvals and Licenses** – Licensee shall obtain all necessary state and local governmental approvals, licenses or permits required for Licensee's use of the Property, including without limitation, any license or permit which may be required in connection with the offering or serving of alcoholic beverages. Licensee acknowledges that Licensor is not responsible for obtaining any such approvals, licenses or permits. Licensee hereby indemnifies Licensor, its directors, officers, members agent and employees and agrees to defend and save them harmless from and against any claim, action, damages, loss, liability and expense, including reasonable attorney's fees, in connection with Licensee's failure to obtain all such approvals, licenses and permits.
13. **Parking** – Licensee, its agents, employees, invitees and permittees, shall park cars and other vehicles only in those parking areas designated by Licensor for use by Licensee for such purposes.
14. **Independent Contractor** – Any servants, guests or others that provide services or assistance at the Event who are not staff of the Licensor shall be considered independent contractors and not employees of the Licensor.
15. **Chaperones** - Any activity or event at the Property intended to be attended by persons under the age of twenty-one must always have chaperones over the age of twenty-one present at the Event. Chaperones must be present in the ratio of at least one adult chaperone for every ten persons under age twenty-one or such greater amount as may be required by local, state or federal law.
16. **Prohibition Against Smoking and Nuisances**– Smoking is not permitted inside the Property. No obnoxious or offensive activity shall be carried on upon the Property and nothing shall be done which shall be or become a nuisance to anyone in Bryan's Cove Residential Condominium. Licensee will maintain volume of music and noise at a level sufficiently reduced level so as not to disturb other residents or members in the surrounding areas, building or facilities.
17. **Emergencies** – Licensee shall immediately report any emergency during the Event to the following authorities in the order that follows: (1) the police and/or fire rescue by dialing 911, and (2) to the Licensor's management representative. The Licensee shall complete an incident report with the Licensor's management representative after the incident to document the emergency or accident.
18. **Compliance** –During the Event and while present at the Property the Licensee and all guests, servants and invitees shall comply with all the terms of this Agreement, applicable federal, state and local laws, regulations, orders, and ordinances, in addition to the Licensor's Declaration, Bylaws, and Articles of Incorporation (collectively, the "Governing Documents"), as well as all rules and regulation of the Licensor (collectively, the "Rules"). The Association shall have the right to remove any attendee of the Event upon any violation of this provision from the Property and any other property owned or controlled by the Licensor. The Licensor may terminate the Licensee's right to use or access the Property for the Event should the activities of the Licensee or their guests, invitees or servants violate the Governing Documents, Rules, or applicable federal, state or local law, or ordinance, or if the activities conducted are, in the sole discretion of the Licensor, a danger to the community or not in the best interests of the Licensor. In such instance, no portion of the Rental Fee will be refunded. This Agreement shall be interpreted in accordance with the laws of the Commonwealth of Virginia. Any legal action filed by either party related to this Agreement, the Event or the Property shall be filed in a state court of competent jurisdiction located in City of Chesapeake, Virginia. In the event, in the sole judgment of Licensor, it becomes necessary for Licensor to obtain an

attorney due to Licensee's breach of this Agreement or to pursue collection of amounts owed or damages caused by Licensee, then the Licensee agrees to pay Licensor all costs and fees, including actual attorneys' fees, incurred by Licensor, regardless of whether a lawsuit is filed or legal action initiated against the Licensee.

19. **Animals** – NO animals, except for qualified assistance animals permitted under applicable law, shall be brought into the Property for the Event or during the Term.
20. **Additional Agreement Attached Hereto** –Procedures for Renting the Bryan's Cove Residential Condominium Association Clubhouse, copies of which are attached to this Agreement, shall be incorporated by reference and deemed a part of this Agreement.

I/Licensee acknowledge receipt of Exhibit "A" – Charge Chart, Exhibit "B" – Rental Confirmation Form, Exhibit "C" – Restrictions of Use and Exhibit "D" – Rental Clean Up Checklist of the Bryan's Cove Residential Condominium Association Clubhouse and this Bryan's Cove Residential Condominium Association Clubhouse Rental Contract and that I have reviewed and am familiar with the Governing Documents and Rules. **Licensee Initials** _____

21. **Counterparts** – This Agreement may be executed in any number of counterparts, which are in all respects similar and each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile and/or authenticated electronic signatures shall be sufficient for the purposes of executing any documents. A facsimile or PDF copy of an original executed signature page shall have the same binding force and effect as the original executed signature page.
22. **Misc.** – This Agreement represents all terms agreed to between the parties and any changes to this Agreement must be approved by both parties in writing. If any provision or portion of this Agreement is deemed invalid or illegal all other terms of the Agreement shall remain valid and enforceable. Any section headings and/or subsection headings are used for convenience only, do not constitute a part of this Agreement, and will not be deemed to limit, characterize or interpret any provisions of this Agreement.

WITNESS the following signatures:

LICENSOR: Bryan's Cove Residential Condominium Association, INC.

By:

Date:

Title:

LICENSEE:

Name: _____ **Telephone:** _____

Bryan's Cove Residential Condominium Association Owner's Signature:

Bryan's Cove Residential Condominium Association Address: _____

Date: _____ **Email:** _____

Licensee to send signed Bryan's Cove Residential Condominium Association Clubhouse Rental Contract and Rental Fee to:
myStreet Community Management info@mystreetva.com

Exhibit “B”

Bryan’s Cove Residential Condominium Rental Confirmation Form

Name: _____

Address: _____

Phone Number: _____

Email: _____

Event Date: _____ Event Time: _____

Type of Event (please include if it is a surprise): _____

Requirements:

Access to the community center will be provided through your access card for the date of your event.

Please give a brief description of any and all decorations you will be using for your event.

Are you using a catering service? If yes, list company name, phone number, contact person, and time of arrival for set up.

Are you renting any furniture (chairs or tables)? If yes, list rental company name, phone number, contact person, time of drop off and pick up.

Do you have hired entertainment? If yes, list contact name, phone number and arrival time for set up.

This form must be completed and returned with your signed Rental Agreement. Thank you!

***Please email to:
info@mystreetva.com***

Exhibit “C”: RESTRICTIONS ON USE OF PROPERTY

1. Licensee is renting Bryan’s Cove for 5 hours which includes the set-up, event, and clean-up.
2. Licensee may not enter the property prior to the time set forth in the Term.
3. The maximum occupancy for the Bryan’s Cove clubhouse is 49 guests.
4. Licensee shall use the Property for the purposes detailed as Exhibit “B” and none other.
5. The Property is defined as the clubhouse and Restrooms only.
6. To rent the facility, the Licensee must fill out and sign the lease agreement and pay the rental fee within three days of their booking request.
7. The Charge Chart in Exhibit “A” will be reviewed to determine if ancillary charges are needed if the Licensee fails to fulfill all obligations in the Agreement including the Licensee Rental Clean Up Check List see Exhibit “D” below.
8. Licensor makes no representations or warranties as to the condition of the Property. Licensee agrees to use the Property AS IS.
9. Licensee shall not remove any items currently at Bryan’s Cove clubhouse. Furniture shall be returned to its original place.
10. Licensee must leave the Property in a reasonably neat and orderly condition.
11. Licensee must remove any belongings or decorations brought into the Property.
12. Licensor and myStreet Community Management are not responsible for any property left on the Property by Licensee, its agents, employees, invitees, or permittees.
13. All trash is to be placed in the trash cans located in the parking lot. Please place trash in trash cans.
14. If the Licensee is using the kitchen, NO ITEMS MAY BE FRIED.
15. Licensee shall not assign this Agreement in whole or in part without the written consent of the Owner. **Licensee must remain on-site for the duration of the function.**
16. Licensor, myStreet Community Management, their officers, directors, agents, and employees are permitted to enter the Property at any time and from time to time during the rental.
17. Licensee shall obtain all necessary state and local governmental approvals, licenses or permits required for Licensee’s use of the Property, including, without limitation, any license or permit which may be required in connection with the offering or serving of alcoholic beverages.
18. Licensee, its agents, employees, invitees and permittees, shall park cars and other vehicles only in those parking areas designated by Association for use by Licensee for such purposes.
19. Smoking is not permitted inside Bryan’s Cove clubhouse. If smoking outside, cigarette butts must be disposed of properly in the cigarette receptacle.
20. No obnoxious, offensive, or illegal activity shall be carried on upon the Property nor shall anything be done which shall be or become an annoyance or nuisance to adjacent residences or members of the community. Licensee shall obey all local county governmental ordinances and laws as well as all state and federal laws. Any reported violation or disturbance may result in fines charged to the Licensee.

Exhibit “D”: RENTAL CLEAN UP CHECK LIST

- Remove trash, food and beverages and all decorations, supplies and all rental equipment from facility.
- Wipe down kitchen area.
- Mop and/or vacuum spills on facility floors, including bathrooms.
- Turn off interior lights.**
- Reset thermostat [68] degrees in winter months and [72] degrees in summer months.
- Secure and lock all doors and windows prior to leaving the clubhouse.

KEEP THIS PAGE YOUR RECORDS TO REFERENCE ON THE EVENT DATE.