



WESTWOOD VILLAGE

AT TYSONS

CLUBHOUSE RENTAL AGREEMENT

The Community Clubhouse is for the exclusive use of the members of The Westwood Village who are in good standing with their Association. The Clubhouse may be used by owners and tenants for recreational, social, and cultural activities. "Good standing" refers to those who are current in the payment of their assessments (including interest, late fees and legal fees) and who are not in violation of any architectural guidelines or restrictive covenants. A tenant may not rent the Clubhouse if the owner of the unit is not in good standing with the Association.

The Clubhouse may not be used for any profit-making activity, solicitations, or political fund raising. No favoritism will be shown. The Clubhouse may be reserved on a first come-first-served basis by the owners provided the following procedures, rules and regulations are observed. Non-compliance with the procedures, rules, and regulations may result in nonrefunded or deductions from the security deposit. Violations may also result in the loss of the right to use the recreational facilities for future events.

Rental Hours: Flexible - Clubhouse Capacity: 20 (maximum)

PROCEDURES

1. Owners/residents interested in renting the Clubhouse for private or organizational use must complete an "Agreement for Use of the Westwood Village Community Clubhouse". Rental fees apply per event within a 24-hour time period.
2. The application must be submitted at least seven (7) days in advance, but not more than four (4) weeks in advance, of the rental date and must be accompanied by the security deposit (\$250.00) and rental fee (\$150.00). All pages of the Agreement including the check lists and attachment "C" must be included when you submit the application. Note that two checks are required. One for the security deposit and one for the room rental. Cancellations must be received at least one (1) week prior to the rental date or the rental fee will be forfeited.

RULES AND REGULATIONS

- The owner/resident sponsoring the rental must be in good standing with their Association. The owner/resident sponsoring the rental (or his designee) must always be present during the event. The owner/resident is responsible for the conduct of the guests and is liable for all damages to the Clubhouse. The security deposit may be forfeited for damages to the Clubhouse up to the amount of the deposit and any excess damage costs are the responsibility of the sponsoring owner. Failure to pay for damages will result in a lien being placed on the owner's property.
- Tenants may rent the Clubhouse only if they can provide one of the following: owner's signed permission in the unit's lease; owner's notarized signature on the rental application form; or owner's permission by way of a power of attorney if owner is

unavailable or property is being handled by a real estate agency.

- The Clubhouse is rented "furnished" and none of the furniture is to be removed from the room without prior approval of a Townhomes at Westwood Village representative.
- All areas must be returned to pre-rental condition. This includes the entire interior of the Clubhouse as well as the outside parking lot and surrounding areas.
- If furniture is moved and not put back to its original state a \$75.00 fee will be deducted from your security deposit. The glass table is NOT to be moved.
- There is no smoking inside the Clubhouse or outside on the clubhouse property.
- All carpeting must be vacuumed, and all bare floors swept.
- All exits must always be clear.
- Decorations may not be attached to the walls, doors, windows, sprinklers or ceilings.
- Music must be kept at a moderate level. The Clubhouse windows and doors must always remain closed. Music is not allowed outside.
- Excessive noise, abusive, or otherwise unacceptable behavior resulting in complaints will not be tolerated and may result in an immediate cancellation of your event and forfeiture of your deposit.
- The owner/resident is to ensure that all guests leave the premises in a quiet and orderly fashion. Shouting or loud behavior is not acceptable.
- Admission fees and/or cash bars are prohibited.
- If children are present at the event, there must always be at least one (1) adult (over 21 years of age) present per 6 children.
- If the owner/resident does not clean up immediately following the event, the deposit will be forfeited, and the owner/resident will be barred from renting the Clubhouse again.
- A pre- and post-rental inspection of the Clubhouse will be conducted by an authorized representative of The Townhomes at Westwood Village accompanied by the renter of the Clubhouse. Both parties must sign/initial the Inspection Sheet. The signed Inspection Sheet is retained by the Management Company.
- The owner/resident is responsible for removing all refuse, including trash and recycling, from the Clubhouse when the event is over.
- NO alcoholic beverages may be consumed outside.
- NO pets allowed.

RENTAL FEE AND SECURITY DEPOSIT

The rental fee for the Clubhouse is \$150.00 per event.

A security deposit of \$250.00 is required for each rental. The security deposit is refundable less the cost of cleaning (if not cleaned by user) and any damages to the Clubhouse. The security deposit will be returned only after the Clubhouse has been re-inspected after the event.

The rental fee (\$150.00) and the security deposit (\$250.00) are two separate checks. The checks need to be made payable to "*Townhomes at Westwood Village*" and mailed with your completed application to:

WESTWOOD VILLAGE
c/o GHA Community Management
3020 Hamaker Court, Suite 300
Fairfax, VA 22031



AGREEMENT FOR USE OF WESTWOOD VILLAGE COMMUNITY CLUBHOUSE

Date of Reserved Event: _____

Start Time of Reserved Event: _____ (Start time to include 1-hour set-up)

End Time of Reserved Event: _____ (End time to reflect when the representative can check you out and the club room has been cleaned)

SECURITY AND RENTAL PAYMENT

The security deposit is due at least seven (7) days but not more than four (4) weeks before the rental date. Payment must be either check or money order. Credit cards or cash are not accepted. In the event of an owner-sponsored party, the check must be drawn on the owner's personal account. The owner must be current with the Association's dues. The security deposit is refundable provided the Community Clubhouse is returned to its pre-rental condition and all rules and regulations are followed.

Checks are to be made payable to "*Townhomes at Westwood Village Owners Association*". If a check is returned for nonsufficient funds, the bank service charge will be applied to the owner's account. The security deposit refund will be returned via U.S. mail. In the event of damage, the balance (if any) of the security deposit will be returned via U.S. mail. The owner/tenant requests that the security deposit refund be mailed to the following address:

Mail to address: _____

PRE-INSPECTION/POST-INSPECTION

A pre-inspection walkthrough must be conducted with the owner/resident and an authorized representative of The Townhomes at Westwood Village prior to rental. No one shall be granted access to the Clubhouse prior to the inspection walkthrough. Any existing damages should be noted on the inspection sheet (Attachment A). A key to the room will not be provided. After the pre-inspection, the renter is held responsible for the room until locked at the end of the event.

A post-inspection walkthrough will be conducted by an authorized representative of The Townhomes at Westwood Village either right after your event or an agreed upon day no more than 48 hours after the event. You have the right to be present for the post-inspection or you may ask for a final report. The cost of any necessary cleaning as well as the cost of any damages from the rental will be deducted from the security deposit. Damages or cleaning in excess of the deposit will be billed to the owner. If the owner fails to pay the excess charges in a timely manner, a lien may be placed against their property.

SET UP REQUIREMENTS

All events are allowed one (1) hour to set up prior to the event and one (1) hour to clean up after the event. More time may be allowed if there are no conflicts with other scheduled events.

INITIAL: _____

No food, beverages, decorations, or rental equipment may be placed in the Clubhouse prior to the one (1) hour set-up period except by special arrangement. Rental equipment may NOT be stored at the Clubhouse before or after the event.

DURING THE EVENT

Please initial below that you are aware that the Clubhouse is a no smoking building and that smoking is also not allowed outside on the clubhouse premises.

INITIAL: _____

I/We agree that the sale of alcohol to guests during private parties is expressly prohibited. I/We agree that the acceptance of donations is expressly prohibited. I/We agree that violation of these rules will result in forfeiture of the security deposit and may result in the loss of right to use the Clubhouse for future events. I/We further agree that we shall defend, indemnify, and hold the Association, its officers, agents, and employees free and harmless from all claims, damages, or causes of action, including legal fees, associated with my/our illegal provision of alcoholic products for profit.

INITIAL: _____

I/We further agree that we shall defend, indemnify, and hold the Association's, its officers, agents, and employees, free and harmless from any and all claims, damages, or causes of action, including legal fees, associated with serving alcoholic products to my/our guests.

INITIAL: _____

I/We understand that if the room is not put back to its original state \$75.00 will be deducted from the security deposit.

INITIAL: _____

I/We understand if I/we do not show up at the pre-arranged time for the pre-inspection walkthrough the Clubhouse may not be available for the event and a \$75.00 fee will be deducted if the Townhomes at Westwood Village representative needs to come back. A 10-minute grace period will be allowed.

INITIAL: _____

YOUTH ACTIVITIES

Any activity with minors (under 21 years of age) must be chaperoned. One chaperone, over the age of 21, for each 6 minors must always be present. Absolutely no alcoholic beverages are permitted.

INITIAL: _____

I have read, understood and agree to comply with the rules and regulations for renting the Clubhouse as indicated by my initials on each page. I also agree to remain in attendance throughout the event.

Applicant Signature Address Telephone Number

Unit Owner Signature (if applicable) _____

INDEMNIFICATION

In exchange for permission of The Townhomes at Westwood Village Owners Association and The Unit Owners Association for Westwood Village Condominium to rent the Community Clubhouse, I/We do hereby agree as follows:

I/We shall hold harmless and indemnify The Townhomes at Westwood Village Owners Association, The Unit Owners Association for Westwood Village Condominiums, its officers and directors both personally and in their official capacities, its successors and assigns, both individually and collectively, from and against any and all liabilities, costs, damages, expenses, and any attorney's fees or costs of defense resulting from or attributable to any and/or all acts and omissions of mine/ours and by my/our guests pertaining to the use of the Community Clubhouse, including, but not limited to, damage or injury to my/our guest's persons, possessions, or property.

I/We accept full responsibility for maintaining the condition of all property (building, carpeting, furniture, appliances, etc.) as originally provided at the time of the pre-rental inspection. I/We fully understand that if the property is not in the same condition as it was at the time of the rental inspection, the security deposit will be forfeited to the extent necessary to return the Community Clubhouse to its pre-rental condition. In the event the damages exceed the total dollar amount of the security deposit, I/We hereby accept full responsibility for the payment of all damages over and above the amount of the security deposit.

I/We agree to pay all reasonable costs, attorney's fees, and expenses that shall be incurred by The Townhomes at Westwood Village Owners Association and The Unit Owners Association for Westwood Village Condominiums if legal action is taken to enforce terms of this Agreement.

I/We have received a copy of, and agree to abide by, the procedures, rules, and regulations of The Townhomes at Westwood Village Owners Association and The Unit Owners Association for Westwood Village Condominiums concerning the Community Clubhouse. I/We understand that failure to comply with these procedures, rules, and regulations may result in the loss of my/our right to use the Community Clubhouse.

Date _____ Applicant Signature _____

Applicant Address: _____ Applicant Telephone Number _____

Owner Signature (if applicable): _____

This agreement can be emailed to Belinda Jones at bjones@ghacm.com, faxed to 703-876-9594 or mailed to Gates Hudson Community Management, 3020 Hamaker Court, Suite 300, Fairfax, VA 22031.

ATTACHMENT A

| PARTY ROOM | Pre-Event Inspection | Post Event Inspection | Comments |
|---------------------------|----------------------|-----------------------|----------|
| Carpet | | | |
| Windows & Drapes | | | |
| Chairs (6) | | | |
| Sectional Sofa - 2 pieces | | | |
| Stuffed Chairs (2) | | | |
| Ottoman | | | |
| Square Ottoman (2) | | | |
| Glass Table | | | |
| End Tables (1) | | | |
| Table Lamp (1) | | | |
| Floor lamp (1) | | | |
| Chandelier | | | |
| Framed Art (2) | | | |
| Mirror | | | |
| Dandelion Sculptures (3) | | | |
| Ivory Pillow-(1) | | | |
| Purple Heather Pillow (2) | | | |
| Onyx Patterned Pillow (2) | | | |
| Doors | | | |
| Sink/Countertop Area | | | |
| Refrigerator | | | |
| Heating/ Air Conditioning | | | |
| ENTRY | | | |
| Entry Mat | | | |
| MEN'S ROOM | | | |
| Floors | | | |
| Sink | | | |
| Mirror | | | |
| Toilets | | | |
| Doors | | | |
| WOMEN' ROOM | | | |
| Floors | | | |
| Sink | | | |
| Mirror | | | |
| Toilets | | | |
| Doors | | | |

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ADDITIONAL NOTES

PRE-EVENT INSPECTION DATE: _____ TIME: _____ INSPECTED BY: _____

OWNER/TENANT SIGNATURE: _____

MANAGEMENT SIGNATURE: _____

POST-EVENT INSPECTION DATE: _____ TIME: _____ INSPECTED BY: _____

OWNER/TENANT SIGNATURE: _____

MANAGEMENT SIGNATURE: _____

ATTACHMENT B

CLEANING PROCEDURES

CLEANING OF FURNITURE AND CARPET MUST FOLLOW THE GUIDELINES PROVIDED IN THE BINDER LOCATED IN THE DRAWER IN THE KITCHEN AREA.

Remove all trash from premises— inside & outside. Make sure bottles, cans and the like are not left outside, in parking lot or on grounds.

1. Clean all countertops.
2. Clean up all spills per cleaning guidelines provided.
3. Clean bathrooms.
4. Clean tables that you use per cleaning guidelines provided.
5. Make sure all furniture is returned to its pre-event location.
6. Vacuum carpets and sweep floor areas. The vacuum is in the men's room closet for your use. Please return it after use.
7. Do not leave food or ice behind in the refrigerator.
8. Do not use any items that do not belong to your party.
9. Make sure the refrigerator door is not left ajar.

LOCKING UP

1. Turn off all lights.
2. Check heating/air conditioning system. NOTE: During the winter months, the heat should be left at 65 degrees to prevent pipes from freezing and during the summer the air conditioning should be left at 70 degrees.
3. Make sure all doors are locked from the outside — both front and side.

ATTACHMENT C

CLUBHOUSE RENTAL DISCLAIMER

This agreement pertains to rentals that the Association's have approved for rent at no fee and/or has provided a donation towards the event.

I/We fully understand that the Association's have provided the Clubhouse at no charge for the event and any donations provided by the Association's do not hold the Association's responsible for the Clubhouse.

Initial: _____

Does not apply to my event: ☐

I/We fully understand that all the Clubhouse rental rules and agreement still apply, and I/We are responsible for the Clubhouse.

Initial: _____

Does not apply to my event: ☐

I/We fully understand that the room rate has been waived however the security deposit still applies.

Initial: _____

Does not apply to my event: ☐

Date _____ Applicant Signature _____

Applicant Address: _____ Applicant Telephone Number _____

Owner Signature (if applicable): _____