

CLUBHOUSE RENTAL CONTRACT

THIS AGREEMENT is made the _____ the day of _____ by and between the FoxCreek Homeowners' Association, Inc., A Virginia Non-Stock Corporation (the "Licensor") and _____, a resident of FoxCreek (the "Licensee").

Recitals:

Licensor is the owner of the FoxCreek Clubhouse located at 5901 FoxCreek Crossing, Moseley VA, 23120 in the planned unit community known as FoxCreek in the County of Chesterfield, Virginia. Licensee desires to rent the Club House (the "Property") from Licensor upon the terms and conditions set forth herein.

Agreement:

License – For and in consideration of **\$150.00** 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. **Two separate checks** for the **Rental Fee** and **Deposit** should be returned to the Fox Creek Homeowners' Association at the ACS, Inc office, along with this signed License Agreement **no later than 14 days prior to Use of the Property by the Licensee**. If the Rental Fee and Deposit are not received by ACS, Inc. at least 14 days prior to Use of the Property, the agreement between the Licensor and Licensee is cancelled.

Deposit – Licensor acknowledges the receipt of the sum of **\$350.00 as a deposit** to be held by Licensor, without liability for interest to secure Licensee's faithful performance under this Agreement. Licensor shall promptly refund the Deposit to Licensee upon the Licensor's determining to Licensor's sole satisfaction that Licensee has fulfilled all of its obligations set forth in this Agreement. However, if this Agreement is not faithfully performed by Licensee, the deposit shall be retained by the Licensor as partial liquidated damages in addition to any other remedies and relief to which it shall be entitled hereunder or under the laws of the Commonwealth of Virginia.

Term – Licensor shall make the Property available for Licensee's use on _____, 2016 beginning at _____ and ending at _____ only. Upon the expiration of the Term, Licensee shall surrender to Licensor's designated agent any key furnished to Licensee. Use of the Property by the Licensee during any time or date not agreed upon in this contract shall result in a **\$100.00 loss** of the Deposit. **The property must be vacant prior to 11:00PM to avoid tripping the security system and forfeiting the Security Deposit in full.**

Use of Property – Licensee shall use the Property for the following purpose, and none other. The conference room, offices, backdoor patio, exercise room, pools and outdoor grass area are not a part of the rental. Use of the abovementioned areas shall result in a **\$100.00 loss** of the Deposit.

Insurance and Indemnification – (a) Licensor shall maintain public liability coverage in the amount of \$1,000,000/\$3,000,000 during the term (the "Insurance Policy"). (b) Licensee hereby agrees to indemnify Licensor, its agents and employees, from and against any all claims, actions, damages, loss, liability and expense, including, without limitation, reasonable attorney's fees (Collectively, the "Claims"), in connection with loss of life, personal injury and/or damage to property arising from or out of use by Licensee of the Property or any part thereof of any other part of contractors, guests, invitees or permittees and to the extent the Claims are not covered by the Insurance Policy, including any applicable deductible.

No Warranty – Licensor makes no representations or warranties as to the condition of the Property. Licensee agrees to use the **Property AS IS**.

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 such furnishings were in at the commencement for the Term; (ii) surrender the Property in a reasonably neat and orderly conditions; (iii) surrender all kitchen appliances and ware, including without limitation, any microwave, refrigerator, oven, stove or dishwasher, in as clean a condition as when received; and (iv) remove any property brought into the Property for Licensee's use. Licensor is not responsible for any property left on the Property by Licensee, its agents, employees, invitees, or permittees. Licensee shall provide all cleaning

products. Trash shall be disposed of in an appropriate container located outside the building. *Failure to clean thoroughly or remove trash shall result in a minimum \$25.00 loss of the deposit.*

- 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 its own expense and will surrender the Property at the expiration of the Term in as good a condition as when received. Licensee shall repair promptly at its own expense any damage to the Property caused by bringing into the Property any property for Licensee’s use, or by the installation or removal of such property, regardless of fault or by whom such damages shall be caused, unless caused by the negligence of Licensor, its agents or employees. Licensee shall not alter or paint any part of the Property. All decorations must be pre-approved by Licensor.

No Assignment – Licensee shall not assign this Agreement in whole or in part without the prior written consent of the Licensor.

Inspection by Licensor – Licensee shall permit Licensor, its agents and employees to enter the Property and all parts thereof at any time and from time to time during the Term to inspect the Property or to carry out any provision of this Agreement.

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 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.

Locality – Licensee agrees to remain on the premises during the entire event for which the facility is being rented.

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.

Prohibition Against Smoking and Nuisances – Smoking is not permitted inside the building. No obnoxious or offensive activity shall be carried on upon the Property nor shall anything be done which shall be or become a nuisance to anyone in Fox Creek.

Additional Agreement Attached Hereto – The **Procedures for Renting the FoxCreek Club House** attached to this agreement shall be in conjunction with this Agreement. I received a copy of both the Procedures for Renting the FoxCreek Clubhouse House and the Clubhouse House Rental Contract. Initial _____.

WITNESS the following signatures:

LICENSOR: FOXCREEK CLUBHOUSE

By: _____ **Title:** _____

Date: _____

LICENSEE:

Name: _____ **Telephone:** _____

Address: _____

Date: _____ **Email:** _____

Send Clubhouse Rental Contract, Rental Fee and Security Deposit to: 4912 W. Broad Street Ste 204, Richmond, VA 23230. Contract can be sent to info@acsrichmond.com. Rental Fee can be paid electronically.