

CONTRACT FOR USE OF THE ARMISTEAD PARK CLUBHOUSE

THIS CONTRACT is made this _____ day of _____, _____, by and between the Armistead Park Homeowners Association, hereinafter referred to as "the Association" and _____, hereinafter referred to as "The Contract Holder", whose contact information is as follows.

(All information below required)

Armistead Park Address _____

Mailing Address _____

Day Time Phone Number _____

Email Address _____

WITNESSETH

For other good and valuable consideration, receipt of which the parties hereby acknowledge, the parties hereto agree as follows:

1. Rental Date and Use: The Contract Holder desires to rent the Clubhouse during the hours of _____ and _____, on _____, _____, for the purpose of _____.

2. Acknowledgment of the Contract Holder: The Contract Holder hereby acknowledges the following:

- A. If approved, use of the Clubhouse and issuance of this Contract is contingent on the Contract Holder's compliance and adherence to the Armistead Park Homeowners Association, Inc. (the "Association") Declaration of Covenants, Conditions and Restrictions, Articles of Incorporation, Bylaws, Resolutions, and Rules and Regulations including all amendments thereto, and the terms, general conditions and responsibilities included herein and attached hereto.
- B. As indicated by his/her signature hereto, the Contract Holder acknowledges that he/she has read, understands and that he/she, or any and all family members, guests or invitees, will comply with all the terms, rules, regulations and general conditions and responsibilities included herein and attached hereto.
- C. Contract Holder must be present at all times during the rental and must be the primary host of the event. He/she may not reserve the Clubhouse on behalf of a third party. All attendees, during the use of the Clubhouse covered by this Agreement, are guests of the Contract Holder, and that the Clubhouse is not open to members of the public.

- D. Contract Holder is responsible for the actions, conduct and damages caused by all guests.
- E. Alcoholic beverages may not be served to minors or intoxicated persons and must remain inside the Clubhouse building at all time. A host of a social event or business function where alcoholic beverages are served may be personally liable for any property damage, personal injury or loss of life resulting in whole or part from the host's negligence in allowing any intoxicated guest or attendee to be served alcohol. Such liability may include harm to the intoxicated individual himself and also harm to total strangers involved in automobile collisions, etc., caused by that intoxicated individual. Undersigned Contract Holder shall obtain any and all liquor licenses as required by the County and/or the Commonwealth of Virginia.
- F. Contract Holder reserving the Clubhouse is responsible for restoring it to its original condition after use. Use of the following items is strictly prohibited: silly string, rice, tape of any kind on walls, tacks, nails or screws to hang decorations. You may use tacky poster gum or a similar product only on moldings. Remove these items when finished.
- G. Use of grills must comply with Fairfax County Fire codes, including the placement at least fifteen (15) feet from the Clubhouse building.
- H. Recreational equipment, such as moonbounces, erected outside of the Clubhouse building requires prior written consent of the Association. Specifications such as The Contract Holder may be held liable for any damages to or injury arising from the use.
- I. Maximum occupancy, standing or seating must be adhered to.
- J. The Clubhouse is a non-smoking facility and no pets are allowed.
- K. Furniture and/or furnishings may not be removed from the Clubhouse at any time unless it is with the prior written consent of the Association. Removal of any of these items, without such consent, will result in forfeiture of the security deposit and such security deposit shall not be deemed a limitation on the amount the Association may recover for the loss or damage to the furniture and/or furnishings.
- L. At the time the Clubhouse is vacated, all personal items including food, beverages, stereos, and other possessions must be removed; all trash shall be placed in the locked containers outside (the key to the container will be provided); on the following trash day (Monday or Thursday) you must move the trash container to the street, and then return the trash container to the locked storage after the trash is removed; all furniture shall be restored to its original placement. All doors and windows must be locked before exiting the building. The Contract Holder will be held liable for subsequent damage if the Clubhouse has not been locked. You must return the key to the board.
- M. Persons who use the Clubhouse do so at their own risk. The Association assumes no liability for any injury or damage to persons or property arising from the use of the facility or appurtenant equipment.

3. Payment of Fee: In consideration for the use of the Clubhouse, the Contract Holder has agreed to pay a daily rental fee of \$200.00, a \$150.00 non refundable cleaning fee, and a \$200 refundable deposit. The Contract Holder agrees that he or she shall be solely responsible for all payments made under this Contract and no payments shall be accepted by the Association from any party other than The Contract Holder. The Contract Holder will provide payment prior to being provided keys to the facility. The refundable deposit may be used to repair damages caused by the renter.

4. Indemnification of the Association: The Contract Holder shall be legally responsible to control the behavior of all guests, agents, employees, invitees, and licensees on the premises of the Clubhouse during the period of the rental of the Clubhouse and shall be responsible for the rectification of any damages or violations that occur on the premises. In consideration for the use of the Clubhouse, the Contract Holder(s) indemnifies, releases and holds harmless the Association, its Directors, officers, agents, members and employees from and against any and all liability, damage, expense, cause of action, suits, claims and judgments of any kind whatsoever, in any way related to or arising in connection with the use of the Clubhouse by Contract Holder(s), its agents, employees, invitees, guests or licensees. Said indemnification is to include defense costs, attorney's fees and other related costs.

The Contract Holder acknowledges and agrees that the Association, its Directors, officers, agents, members, and employees assume no responsibility for injury, damages, claims, causes of actions, or other liabilities, to person or property, direct or indirect suffered by the Contract Holder(s), his/her guests, and invitees.

The Association shall have the power to assess any Contract Holder(s) who is an Association member for any unpaid costs, including all rental and cleaning fees, security deposit and any charges in excess of the security deposit, including but not limited to reasonable attorney's fees and costs. The assessment shall be a lien against the Member's Lot and shall be collectible as provided in the Association governing documents and as allowed by law.

5. Receipt of Deposit and Limitation of Liability: The Association acknowledges receipt of \$_____ from the Contract Holder as payment in advance. If the Association cancels this Contract for any reason whatsoever, the Association's maximum liability shall be the return of the sums paid in advance by the Contract Holder.

6. Choice of Law/Venue: The parties shall interpret and enforce this Contract in accordance with the law of the Commonwealth of Virginia. Any claim or cause of action arising out of or connected with the Contract shall be adjudicated in either the U.S. District Court for the Eastern District of Virginia, Alexandria Division (provided a statutory basis for federal jurisdiction exists) or the Circuit Court of Fairfax County, Virginia. The parties hereto waive all defenses or objections to the jurisdiction of said courts or to such venue.

7. Amendments: The terms specified herein constitute the entire agreement between the parties and neither of the parties shall be bound by any promises, representations or agreements except as herein expressly set forth. This agreement may not be modified except by a writing signed by the party to be charged.

- 8. Limitation of Warranty:** The Association does not warrant that its Clubhouse is suitable for any particular purpose, nor does the Association warrant any condition on the premises. The Contract Holder agrees that he/she has had an opportunity to examine the premises; that the Association is not responsible for any notification of any defects within the premises; and that he/she will accept the premises in an “as is” condition.
- 9. Transfer Prohibited:** The Contract Holder agrees that he/she shall not have the authority or right to transfer any rights or responsibilities under this Contract to any other individual or entity without the written approval of the Association, and that any action in this regard shall provide the Association with the power to terminate this Contract and retain the sums paid in advance.
- 10. Declination:** All parties acknowledge the right of the Board of Directors to decline rental of the facility at any time for any reason.

Contract Holder (Applicant):

Confirmation of Reservation:

(Signature)

Armistead Park Representative

(Printed Name)

(Signature)

Armistead Park Representative

(Printed Name)

Date: _____

Date: _____