

ARBORDALE PROPERTY OWNERS ASSOCIATION, INC.

FACILITY RENTAL AGREEMENT

Permission is hereby requested by:

Name: _____

Address: _____

Phone: _____

E-mail Address: _____

To use Arbordale Property Owners Association Facilities according to the following specifications:

Date of Event: _____

Event Time: From _____ AM/PM – Until _____ AM/PM

Facilities Rented: _Clubhouse Gathering Room_____

Purpose of Event: _____

Anticipated Number of Persons: _____ Adults _____ Children _____ Total

All checks made payable to Arbordale Property Owners Association

Check # _____ \$ _____ Security Deposit (due at signing)

Check # _____ \$ _____ Total Rental Fee (due at signing)

Arbordale Property Owners Association (hereinafter referred to as the "Association") and the undersigned (hereinafter referred to as the "Agreement Holder") hereby agree to the following terms and conditions of this Facility Rental Agreement (hereinafter referred to as the "Agreement"):

1. The Agreement Holder and his/her Guests will have the exclusive use of the above listed facilities during the Event Time described above.
2. The Agreement Holder hereby agrees to comply with all local and state laws or governmental regulations and/or ordinances. The Agreement Holder also agrees to abide by the Rules and Regulations of the Association for the use of the listed facilities. The Agreement Holder hereby agrees and certifies that he/she has received and reviewed a copy of the Rules and Regulations.
3. All personal property placed at the facility or elsewhere upon the Association's property shall be placed at the Agreement Holder's risk or at the risk of the persons owning such property. The Agreement Holder agrees to hold the Association harmless and without fault

or liability for any loss or damage, direct or indirect, which occurs as a result of damage or theft to said property.

4. All Virginia Department of Alcoholic Beverage Control Regulations and any pertinent York County Ordinances must be strictly adhered to.
5. NO pets or animals shall be brought into the facility except licensed service animals.
6. No smoking is permitted on the premises of the Residents' Club. This includes the exterior porches and surrounding open space.
7. The Agreement Holder understands and is aware that the designated Association representative at his/her discretion may be present at any or all times during the Event to monitor compliance with this Agreement.
8. The Agreement Holder hereby agrees that the facility and its premise will be used only for the purpose indicated above and that use contrary to such purpose may result in forfeiture of a portion or all of the security deposit paid.
9. The Agreement Holder hereby agrees that the designated Association representative, at his/her discretion, may terminate the Event at any point in time if he/she feels that the activities of the Agreement Holder or his/her Guests or invitees are in violation of any of the Association's legal documents, Rules and Regulations or County ordinances, or if the activities are deemed contrary to the best interest of the Association. The designated Association representative may terminate the Event if such activities are deemed to put the facility, its property, the Agreement Holder or his/her Guests or invitees at unusual risk. In such instances, no portion of the rental fee will be refunded. In addition, the security deposit will be held pending the decision by the Board of Directors as to the amount of any penalty to be deducted for such activity.
10. The Agreement Holder hereby acknowledges that the Board of Directors reserves the right to close the Residents Club due to inclement weather or any other factor that may affect the safety of the facilities and/or guests. The Agreement Holder will be given as much notice of the closing as possible and will be offered either another available date or a full refund.
11. The Agreement Holder hereby agrees to exercise due care in using the premises, and the Agreement Holder also agrees that the furniture, appliances, fixtures, and appurtenances are under his/her control and therefore, the Association is not liable to the Agreement Holder, his/her Guests, or contracted services for any damage whether to person or property caused by the failure of any plumbing, heating, sewage, electricity, water or gas systems or for failure of any other fixture. In addition, the Agreement Holder agrees to hold the Association harmless and without fault or liability for any loss or damage, direct or indirect, which occurs during the Event, sustained by the Agreement Holder, his/her Guests, or contracted services. Moreover, the Agreement Holder shall indemnify the Association for any and all costs or expenses, including but not limited to attorney's fees which are incurred

by the Association arising out of any claim by it against the Agreement Holder or his/her Guests.

12. The Agreement Holder understands that emergencies should be reported immediately to:

- a. FIRST –the Police or Fire/Rescue (as appropriate) by dialing 911
- b. SECOND –the designated Association representative for the function/event

13. Conditions for return of Rental Fee and/or Security Deposit:

- a. Unless the Agreement Holder gives the Association Representative written notification of his/her intention not to use the facilities at least seven (7) days prior to the Event, the Agreement Holder will forfeit the Total Rental Fee.
- b. The security deposit shall be refunded only if the premises, furniture, appliances, fixtures and appurtenances are found, upon post-inspection, to be in the same condition as at the commencement of the Event.
- c. The Agreement Holder hereby agrees that he/she shall be responsible for any and all damage in excess of the amount of the security deposit.
- d. A clean-up charge will be deducted from the security deposit if any post-event cleaning is needed in order to return the facility to its pre-event condition. The Agreement Holder is responsible for their set up and cleanup, to include removal of all personal property at or before the designated end time of the rental period.

If the arrangements, terms, and conditions of this Facility Rental Agreement meet with your approval, please sign and return the original along with checks listed, at which time booking will be considered definite and be a contractual Holder.

Agreement Holder Date

Arbordale Property Owners Association Representative Date