

Facility Rental Agreement

THIS FACILITY RENTAL AGREEMENT ("Agreement") is made by and between the MEADOWVILLE LANDING ASSOCIATION, INC. (hereinafter "MEADOWVILLE") and _____ (hereinafter the "Renting Party"). MEADOWVILLE and the Renting Party collectively may be referred to as the "Parties."

Recitals

The MEADOWVILLE desires to rent out the Facility, defined below, and the Renting Party desires to rent the Facility on the terms and conditions as set forth below.

Terms and Conditions

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties, each of them intending to be legally bound by this Agreement, agree as follows:

1. **Facilities.** During the term of the Rental Period, defined below, the Renting Party may have the exclusive use and enjoyment of the Upstairs portion (excluding offices) and porch area of the MEADOWVILLE (the "Facility") located at 2100 Anchor Landing Drive, Chester, Virginia 23836, including the restrooms, tables, chairs and lights normally assigned for use by renting parties. During the term of the Rental Period, the Renting Party may have access to and use of, for legitimate food preparation purposes only, the kitchen area within the Facility (the "Facility Kitchen"), subject to terms and conditions of paragraph 9. The Renting Party agrees that it has inspected the Facility and its equipment and that the same are in proper condition for the Renting Party's use during the Rental Period. The Renting Party must be a resident homeowner and the use of the facility is restricted to the resident homeowner and cannot be transferred to a tenant of the homeowner. Non-residents will not be allowed to rent the facility. MEADOWVILLE may, in its discretion, decline to rent the Facility to any person, including resident homeowners, if such person has unpaid assessments or other amounts due to MEADOWVILLE or if such homeowner has previously breached the requirements of the Facility Rental Agreement or caused or allowed damage to the Facility during a prior rental.

During the term of the Rental Period, parking will be made available for the Renting Party's guests. In MEADOWVILLE's sole discretion, however, sufficient parking spaces will be saved for MEADOWVILLE personnel. The rental of the premises hereunder is restricted to the interior of the Facility and the porch area only. Congregating in the parking lot or any other portion of the Meadowville Clubhouse property is not allowed.

2. **Rental Period.** The Renting Party shall have the use of the Facility on _____, 20__, between the hours of _____ and _____ (the "Rental Period"). The Rental Period includes any set up time for the Renting Party's event. Notwithstanding the length of the Rental Period, any music (e.g., disc jockeys, live bands, etc.) must promptly cease at 10:00 P.M. Excessive noise from the Renting Party's event is not permitted, and Renting Party shall abide by applicable County ordinances with respect to noise. It is the sole responsibility of the Renting Party to control the sound level of its event, including, but not limited to, sound from music, audio/visual systems, and guests of the Renting Party. Failure to control the noise level may result in the closing of the Renting Party's event and termination of the Rental Period.

3. **Rental Charge.** The charge for the Rental Period shall be TWO HUNDRED FIFTY Dollars (\$250.00) (which includes the cost for MEADOWVILLE's cleaning crew) payable in full to the Meadowville Landing Association, Inc. thirty (30) days in advance of the Rental Period, or if less than thirty days, upon the execution of this Agreement.

4. **Rental Hold/Security Deposit.** In addition to the Rental Charge, the Renting Party shall pay the MEADOWVILLE an additional charge of Five Hundred and No/100 Dollars (\$500.00) – the "Rental

Hold/Security Deposit" – upon execution of this Agreement to secure the Renting Party's intent to rent the Facility and cover any damage or loss that may occur to the Facility, its contents, or any other part of the MEADOWVILLE. Only after the MEADOWVILLE has determined that the Facility, its contents, and the MEADOWVILLE building and grounds are free of damage arising from or related to the Renting Party's rental of the Facility will this, or a portion of this, be refunded. Upon demand from the MEADOWVILLE, the Renting Party shall immediately pay the MEADOWVILLE the cost to repair any damage in excess of the Rental Hold/Security Deposit. The deposit will also be held until the key is returned to the silver box outside the clubhouse front door or mailed to the offices of Community Partners of Virginia at 10800 Midlothian Turnpike, Suite 305, Richmond, VA 23235. In the event the key is not returned we will retain from the deposit sufficient funds to pay for rekeying the locks to the clubhouse. The deposit is due within 5 business days after making the reservation or the reservation will be cancelled.

5. Maximum Capacity. No more than Seventy-five (75) persons shall be permitted in the Facility at one time, unless otherwise allowed by law and upon the consent of MEADOWVILLE.

6. Decorations. The only decorations permitted in the Facility are those which may be placed on the floor or on the tables. The Renting Party shall not hang, tape, or suspend decorations from the walls, ceilings, or columns within the Facility. No candles or open flames are permitted inside the Facility at any time. The Renting Party shall not use rice, bird seed, glitter or confetti of any type in the Facility or on the grounds outside of the MEADOWVILLE.

7. Rental Chairs, Tables and Other Equipment. Prior to the Rental Period, the MEADOWVILLE must approve the Renting Party's use of any chairs, tables, or other equipment other than those already in the Facility. The Renting Party must remove any such additional chairs, tables, or other equipment at the end of the Rental Period. No furniture in the clubhouse can be moved during the Rental Period. All furniture must be used in its current location.

8. Damage: The Renting Party is responsible, and upon demand shall pay the MEADOWVILLE, for any and all damage to the Facility that arises from or is related to the Renting Party's rental of the Facility. This includes, but is not limited to, damage to the restrooms, tables, chairs, lights, lawn, or any other property or asset owned by the MEADOWVILLE. Any damage to the lawn caused by the erection and use of a tent on the grounds behind the clubhouse will be the responsibility of the Renting Party. The cost of any such damage, including attorney's fees and costs incurred by MEADOWVILLE related to such damage or other breach of this Agreement, shall be the personal liability of the Renting Party and MEADOWVILLE may obtain a judgment against the Renting Party and/or may file a lien against the real property owned by the Renting Party for the costs of such damage.

9. Use of Facility Kitchen. If the Renting Party uses the Facility Kitchen, it shall:

- a. remove all boxes, food and trash from the Facility Kitchen at the end of the Rental Period;
- b. clean all counters and surface work areas in the Facility Kitchen, including any food spilled;
- c. sweep the Facility Kitchen floor;
- d. not put any grease, lettuce, celery, coffee grounds, corks or metal objects in the garbage disposal;
- e. turn off all appliances at the end of the Rental Period; and
- f. if the Renting Party is not preparing food for event guests on his or her own, Renting Party have present in the Facility Kitchen a licensed food handler or caterer and provide the MEADOWVILLE five days prior to the Rental Period the name of the licensed food handler or caterer and a copy of the food handler's or caterer's license.

10. Acts Beyond MEADOWVILLE's Control. In the event the Facility or any part thereof is damaged or destroyed by fire or any other cause, or if any casualty or unforeseen occurrence shall render the MEADOWVILLE's fulfillment of this Agreement impossible, then this Agreement shall terminate, and the MEADOWVILLE shall return to the Renting Party any Rental Charge and Security Deposit already paid by Renting Party. The return of the Rental Charge and the Security Deposit shall be the Renting Party's sole and exclusive remedy for the termination of this

Agreement, and the Renting Party hereby expressly waives any claims for damages or compensation arising from or related to the termination of this Agreement under this paragraph.

11. **Scheduling.** The MEADOWVILLE retains the right to schedule other events in the Facility both before and after the Rental Period without notice to the Renting Party.

12. **Access to Premises.** The MEADOWVILLE reserves for its members, representatives, and agents free access and right to enter any portion of the Facility.

13. **Indemnity.** The Renting Party shall indemnify, defend, and hold harmless the MEADOWVILLE LANDING ASSOCIATION, INC. and their officers, agents, and members against any and all demands, causes of action, or any other claim of the Renting Party, its members, agents, employees, subcontractors, patrons, guests, or invitees arising out of or related to the Renting Party's rental of the Facility. The Renting Party shall also indemnify, defend, and hold harmless the MEADOWVILLE LANDING ASSOCIATION, INC. and their officers, agents, and members against any and all fines, penalties, or other sanctions that may be imposed related to violation of applicable law, regulation, or ordinance by the RENTING PARTY, its members, agents, employees, subcontractors, patrons, guests, or invitees arising out of or related to the Renting Party's rental of the Facility.

14. **Cancellation.** In addition to any other remedy available at law or equity, either Party may cancel this Agreement if the other Party fails to comply with each and every term and condition of this Agreement. In the event that the Renting Party either (a) breaches any term of this Agreement or (b) cancels this Agreement (i) more than forty-five (45) days in advance of the scheduled rental date, and MEADOWVILLE re-books the Facility for the same scheduled Rental Period, the Rental Hold/Security Deposit shall be refunded to the Renting Party, less a Ten Percent (10%) processing fee, or (ii) less than forty-five (45) days in advance of the scheduled Rental Period or is unable to re-book the Facility for the same scheduled Rental Period, the Rental Hold/Security Deposit shall be refunded to the Renting Party, less the sum of \$200 (equal to the Rental Charge set forth in paragraph 3 above). In the event of a material amount of snow on the date of the scheduled event, either the Renting Party or MEADOWVILLE may cancel or re-schedule the event without penalty, provided a mutually agreeable date for scheduling can be agreed upon between the parties hereto. MEADOWVILLE shall have no obligation for the removal or clearing of snow or ice to accommodate a scheduled event.

15. **Compliance with Laws.** The Renting Party shall comply with all applicable laws and regulations and shall not use or occupy the Facility for any unlawful purpose or permit others to use or occupy the Facility for any unlawful purpose.

16. **Alcoholic Beverages.** If the Renting Party intends to serve alcohol at its event, it shall obtain any licenses or permits required under applicable laws and regulations to do so from the Virginia Department of Alcoholic Beverage Control (ABC) and provide the MEADOWVILLE with copies of any such licenses or permits fifteen days prior to the Rental Period. The Renting Party agrees to follow all requirements for operating under the alcohol license issued through the Virginia ABC. No alcoholic beverages are to be consumed outside the Facility. MEADOWVILLE CLUBHOUSE reserves the right to remove any person(s) from the Facility who do not follow the instructions for operating under a banquet license of the Virginia ABC. No one under the age of 21 may consume alcohol. If minors are found consuming alcohol, the event will be terminated immediately with loss of the entire damage deposit.

17. **Responsibility of Renting Party.** The Renting Party shall be present at all times during rental use of the Facility. No person shall be permitted to run through the Facility, throw food, stand on tables or chairs, hang from or on doors, or engage in other dangerous, risky or illegal behavior while at the Facility. MEADOWVILLE LANDING ASSOCIATION, INC. shall not be responsible for injuries that may occur to guests or for loss or damage to any personal property of the Renting Party or guests. The Renting Party shall be responsible for the costs of all damage to the Facility and the equipment, furnishings, and other personal property located in the Facility caused by his or her guests.

18. **Smoking/Tobacco Use.** MEADOWVILLE is a non-smoking facility. Any smoking shall be done outside of and away from the building, doorways and porches, and cigarette butts, if any, shall be disposed of properly. Renting Party is responsible for picking up cigarette butts in the front of the building, around front door area and other outside areas after event. The use of Chewing Tobacco, snuff or any other smokeless tobacco product is strictly prohibited inside the MEADOWVILLE CLUBHOUSE. Receptacles for smokeless tobaccos, or "spit-cups" found in the Facility after an event will constitute immediate forfeiture of the entire damage deposit.

19. **Assignment/Modifications.** This Agreement may not be assigned or transferred without the express written consent of MEADOWVILLE. This Agreement may not be modified or amended except through an express written agreement signed by the Parties.

20. **Entire Understanding.** The Parties agree that this Agreement contains the entire understanding between them and that there are no oral or written promises, inducements, representations, warranties, covenants, undertakings or agreements whatsoever between them, except as contained herein. This Agreement cancels, annuls, and invalidates any and all prior agreements between Parties, whether verbal or written, regarding the rental of the Facility.

21. **Governing Law.** This Agreement shall be governed by the laws of the Commonwealth of Virginia. The Parties agree that, if any provision of this Agreement is held to be invalid or unenforceable, all of the other provisions shall, nevertheless, continue in full force and effect.

22. **Notices.** All notices required to be given hereunder shall be deemed sent when delivered by hand, or on the third day following the date upon which the notice or communication shall have been deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, and addressed as set forth underneath the respective party's signature below.

WITNESS the following signatures of RENTING PARTY:

Signature(s): _____ Date: _____

Printed Name(s): _____

Homeowner Street Address: _____

Phone: _____ Email: _____

of guests _____ Food served: Yes or No Alcohol served: Yes or No

Contact Information:

Meadowville Landing Association, Inc.
c/o ACS West, Inc.
1904 Byrd Avenue, Suite 100
Richmond, VA 23230

Becca Condrey
Email: becca@acswest.org
Phone: (804) 282-7451

-----OFFICE USE ONLY-----

Approved by Association: _____

Date Approved: _____