

**BRIDGEWATER BAY CONDOMINIUM UNIT OWNERS’  
ASSOCIATION  
CLUBHOUSE RENTAL AGREEMENT AND APPLICATION**

This Clubhouse Rental Agreement and Application (“Agreement”) is entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ (the “Resident” listed below) and Bridgewater Bay Condominium Unit Owners Association (“Association”). In consideration of the terms, conditions, privileges, and obligations set forth in the Agreement, the Resident and Association agree to the following:

Clubhouse Rental: This Agreement is for the temporary exclusive use, subject to the Agreement, of the Association’s Common Element Clubhouse located at 1700 Bridgewater Bay Drive, Moneta, Virginia (“Clubhouse”)

Resident Name \_\_\_\_\_

Address \_\_\_\_\_

Phone# (home) \_\_\_\_\_ (mobile) \_\_\_\_\_ (email) \_\_\_\_\_

Purpose of Rental \_\_\_\_\_

Date \_\_\_\_\_ Start Time \_\_\_\_\_ End Time \_\_\_\_\_

The Date, start and end time set forth above shall be referred to as the “Event”.

Anticipated number of Guests for the Event: \_\_\_\_\_

**Rental Fees and Rates (based on the # of guests):**

Clubhouse Rental: 20 or less: \$75    21-40: \$150    41 or more: \$300

Security Deposit: **\$200.00 (Refundable 14 days after date of rental in accordance with this Agreement)**

**CLUBHOUSE RENTAL RULES AND REGULATIONS**

1. The Clubhouse will only be rented to current residents of the Bridgewater Bay Condominium (“Condominium”). The resident’s Unit account with the Association must not be delinquent in order to be eligible to rent the Clubhouse. The resident must be present for the duration of the event.

Initial \_\_\_\_\_

2. The deposit, rental agreement and rental fee must be returned to the Clubhouse Coordinator/ Townside to hold the date on the calendar. All rental requests must be made at least **14 business days prior** to the event date. All checks should be made payable to *Bridgewater Bay CUOA* and must be drawn on an account controlled by a Unit Owner or resident of a Unit, or an approved outside organization. All Checks will be cashed at the time they are received.
3. Cancellation of the Event must be received at least 14 business days prior to the Event, or one half of the security deposit shall be forfeited.
4. Alcohol may not be served at the Event to anyone under the legal drinking age, which is 21 years old.
5. SMOKING and VAPING is **NOT** allowed in the Clubhouse, including inside and outside of the Clubhouse premises.
6. Clubhouse rental consists of the rental of the Clubhouse only. This DOES NOT include the swimming pool, hot tub, pool deck, or any other common element property. In the event the Clubhouse is rented when the pool is open, the Resident must allow residents who are using the pool access to the restrooms via the basement patio door.
7. All Events must end no later than 11pm.
8. The security deposit will be used if necessary to pay for all damages to the Clubhouse, its contents, or any other portion of the property from the renter's actions or any actions of persons present at, attending, or in any other way related to the Event. Any charges made against the deposit will be explained. If costs of repairs exceed the amount of the deposit, the renter will pay the Association the full cost of all repairs within ten days of receipt of a written explanation of the damages and a bill from the Association for such repairs.
9. Rental Events are to be private and by invitation only.
10. For children's parties (including teens), one adult chaperone including renting resident must be present at the party for each 10 children/teens.
11. After any event, leave the facility as you found it, picking up all trash and debris and returning neighborhood property to its proper location. Take trash with you and do not leave it on the property.
12. The furniture may not be removed from inside the Clubhouse for any reason. Furniture and accessories must not be moved without the permission of the Clubhouse Coordinator.
13. With respect to any hanging or placement of balloons, streamers or other temporary décor, painters' tape or command strips are permitted, **but** the use of thumb tacks, Scotch tape, masking tape, duct tape or staples to hang streamers, balloons or other items on the walls and ceiling fan blades is expressly prohibited. Use of these prohibited items in this context will forfeit all, or part, of the security deposit and subject renter to additional damage liability.

Initial \_\_\_\_\_

## NOTICE OF LIABILITY

A. Resident assumes all responsibility, risks, liabilities, and hazards incidental to the activities applied for (including, but not limited to the serving of alcoholic beverages), and hereby release and forever discharge the Association, its officers, directors, employees, agents, and members, present, past, and future from all claims, costs, causes of action and liability for personal injury or death and damage to or destruction of property arising from my use of the Clubhouse facilities and its appurtenances. Resident agrees that alcoholic beverages will not be served to anyone under the age of twenty-one. If the Association determines or observes intoxicated guests or minors being served alcohol, the Association reserves the right to terminate the function and ask all guests to leave.

B. Resident agrees to indemnify and hold harmless the Association, its officers, directors, employees, agents and members present, past and future from any and all charges, claims, costs, causes of action, damages and liabilities (including, but not limited to attorney's fees) for any and all injuries to either persons or property, suffered by Resident, their family members, employees, agents, servants, guests, invitees, any member of the Association or any other person which arise from or are in any way related to the above activity, rental or use of the Clubhouse facility.

C. Resident assumes all responsibility for the actions and behavior of all persons present at, attending, or in any other way related to my function and agree to be personally responsible for causing all such persons to comply with the Association's Declaration, Bylaws and Rules and Regulations. Failure to comply, as determined by the sole discretion of the Association's Board or managing agent, may result in forfeiture of the security deposit.

D. Resident understands that Resident is granted exclusive use of the rented facility for the time described above, subject to the right herein reserved by the Association to enter the facility and terminate the use thereof should the conduct of any person using the facility endanger the health, safety or well-being of any person or constitute a threat to any property.

E. Resident acknowledges that he is at least twenty-one (21) years of age and will be in attendance. Resident hereby agrees and represents the rented facility will be used for lawful purposes only and if any conduct at the function Resident is sponsoring violates federal, state, or local laws or ordinances, Resident's right to use the Clubhouse facility under this Agreement shall terminate and the Association shall have the right to take possession of the Clubhouse Facility and instruct any and all guests attending the Event to vacate the Clubhouse property.

Initial \_\_\_\_\_

F. Resident agrees all deposits, fees, and expenses incurred by the Association because of Resident's use of the Clubhouse facility under this Agreement shall be considered an assessment and constitute a lien against Resident's property and shall be fully collectable as provided for by the Association's Bylaws and relevant Virginia statutes. Subject to the noted deductions, the deposit will be refunded in whole or in part. Resident also agrees that he will be responsible for all clean up and trash removal following the conclusion of the Event. Resident agrees to leave and restore the Clubhouse to its pre-Event condition by 9am on the day after the Event.

G. Resident understands the reservation of the facility on the aforementioned date will not be confirmed, nor will this Agreement be binding until such time as this Agreement has been executed by the Association or its agent. Resident has carefully read and understand this rental form and agrees to be bound by its terms.

H. Resident shall be fully responsible for obtaining, at their expense, any and all license from the Commonwealth of Virginia Alcoholic Control Board ("ABC) necessary for the Event. Resident assumes all liability for any failure in this regard.

I. In the event any legal action is initiated to challenge or interpret this Agreement, such action shall be brought in Bedford County, Virginia and the prevailing party shall be entitled to recover their costs and attorneys' fees.

Initial\_\_\_\_\_

Total Rental Amount:        \$ \_\_\_\_\_

Deposit:                        **\$ 200.00**

**Total Check required:**        \$ \_\_\_\_\_

In consideration for the exclusive use of the Bridgewater Bay facility/facilities specified above for the private function outlined in this Agreement, I, the Resident named above and undersigned here, agree to the statements and terms specified above.

**CONFIRMING AS FOLLOWS:**

\_\_\_\_\_  
Signature or Resident

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Approved by (BWB agent printed name)

\_\_\_\_\_  
Approved by (BWB agent signature)

**FEES RECEIVED:**

Amount \_\_\_\_\_ Date \_\_\_\_\_ Received by \_\_\_\_\_