

SOUTH LAKE HOMEOWNERS ASSOCIATION
CHESAPEAKE, VIRGINIA

CLUBHOUSE RENTAL AGREEMENT

I/We, the undersigned (hereafter referred to as The Renter), do hereby agree to adhere to the following terms and conditions for the rental of the South Lake Homeowners Association (hereafter referred to as SLHA) Clubhouse located at 401 South Lake Circle, Chesapeake, Virginia.

The Renter has placed with the Association a security deposit check for \$150.00 and rental fee of \$150.00. The Renter agrees that should any check issued to the Association for deposit, rental, repair, damages or cleaning of the Clubhouse be returned from the bank for any reason whatsoever, the Association may charge a returned check fee of \$50.00, as well as any other cost of collection, including but not limited to, late fees, interest, attorney's fees and court costs.

The Renter agrees that should the Clubhouse be left in less than acceptable condition, as herein defined, any and all repair and cleaning costs exceeding the security deposit will be the sole responsibility of the Renter. By signing this agreement, the Renter further agrees to pay for any such assessments within twenty-four (24) hours upon being apprised in writing of these costs. Should the Renter not pay the cost of damages, repairs and cleaning as stipulated, the Association may charge the Renter a \$25.00 late fee and interest on the balance due at 9% per year, as well as any and all other costs associated with the collection of these funds, including but not limited to court costs, and attorney's fees.

Upon determination that the Clubhouse has been left in satisfactory condition by the Renter, the SLHA will provide for the return of the Renter's security deposit within 3 business days.

The Renter agrees to abide by all of the following conditions and rules of usage:

- The Renter must be an owner or lessee within the South Lakes development. In the event the Renter's name is not listed on the Select Group owner's list, documentation may be required (utility bill, driver's license, etc)
- The Renter must be present at the Clubhouse at all times during the scheduled event.
- Any usage of alcohol is to conform to all City Ordinances regarding the use of alcohol in a public place. The Renter understands that absolutely no alcohol is to be served or consumed outside of the Clubhouse property. The presence of alcohol on the patio, deck or pool area is strictly and absolutely prohibited. Minors may not serve or consume alcohol in any form, even within the Clubhouse.
- The Renter is responsible at all times for the behavior of any and all guests, both minor and adult. All local noise ordinances will be strictly enforced, and the Renter and guests are to be considerate of those who live in proximity to the Clubhouse, respecting both their property and their privacy.
- **No decorations are to be mounted or fixed.** Use of tape or tacks on the walls or ceiling is prohibited and can result in loss of deposit. Decorations may only be hung on the wall fasteners provided.
- There is **NO SMOKING** inside the Clubhouse at any time.
- By order of the Fire Marshall no more than 50 people may occupy the Clubhouse at any one time.

- The Renter may pick up the key to the Clubhouse from the SLHA representative no earlier than one day in advance of the scheduled event, at which time a preliminary walk-through inspection will be completed by the Renter and the SLHA representative the morning of the event. The Renter must return the key to the SLHA representative no later than one day following the scheduled event, at which time a final walk-through inspection will take place. NOTE: should the Renter choose to waive either or both walk-through inspections such waiver will not alter or reduce any of the Renter's obligations under this agreement.

- The Renter's deposit may be forfeited, at the discretion of the SLHA representative, should police intervention or presence be required as a result of conduct by either the Renter or anyone with the Renter's party.

- Use of the pool area during pool season is not a part of this clubhouse rental agreement. Any Renter or guest of the Renter wishing to use the pool will be required to conform to all SLHA regulations and must possess a pool pass, or else must be the guest of a resident with a pass. Entry into the pool area during rental will be through the gate only and subject to normal scrutiny and regulation of the pool attendant. Guests must obey all posted rules of the pool area. The sole and final authority for behavior and usage of the pool area will be the pool attendant, in accordance with all appropriate SLHA guidelines, posted regulations and Homeowner's Covenant. Any violation of this authority may be considered criminal trespass.

- During off-season (pool is closed) the pool area will be cordoned off from the deck area. Any entry into this area will be considered criminal trespass; the SLHA representative may, at his / her discretion, require that the Renter and all guests immediately vacate the Clubhouse.

- During pool season, use of the deck area is not a part of this rental agreement. The sole area available to the Renter within the pool compound will be the reasonable space immediately outside the clubhouse, as required for the storage of trash, pending removal from the premises as stated below.

- The Renter is responsible for bringing their own cleaning supplies to include, but not limited to, mop, broom, toilet tissue, paper towels etc. and agrees that The Clubhouse will be cleaned immediately following the scheduled rental period. The attached checklist should be used solely as a guideline for cleaning; it is not intended to exclude any items not listed, as circumstances may warrant.

1. All trash is to be bagged, sealed and removed from the premises (you may not use trash containers located on the back deck).
2. Kitchen and common area floors must be swept and mopped with white vinegar and water.
3. Refrigerator, sink, counters, tables, etc. must be wiped down.
4. Refrigerator is to be emptied and shelves are to be wiped down.
5. Bathrooms are to be swept, with trash being removed, sinks being wiped down, etc. (during off season only) Renter is responsible for bringing toilet tissue and paper towels.
6. Door glass must be cleaned.
7. Ensure that all faucets, lights and appliances are turned off.
8. Ensure exterior is clean of litter and/or debris

- In the event that the Clubhouse is not properly cleaned, the deposit will be forfeited and additional charges may be assessed if extraordinary cleaning is required. Any damages to property or furnishings will be assessed at the actual costs of repairs, as provided by contracted professional service personnel.

By signing below, I (the Renter) confirm that I have read and fully understand this agreement and agree to be bound by the terms and conditions set forth above. Further, I agree to pay the costs of repairs and/or damages as

stated above. With this understanding, I would like to rent the Clubhouse on the following date(s) and time(s) stated:

Date(s): _____

Time(s): _____

Renter/Responsible Party _____
(signature)

(print name)

(address / telephone)

Date: _____

SLHA Representative _____:
(signature)

(print name / telephone)

Date: _____

It is the Renter's responsibility to notify the SLHA representative of any items not cleaned prior to the start of the event. The following items are being noted as **not** being clean before rental of the clubhouse:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____