

NewMarket Clubhouse Rental Details

Homeowner Contact Information

Homeowner Full Name	
Address	
Mobile Phone #	
Email	

Rental Reservation Details

Purpose of Rental	
Event Date	
Event Type (circle one)	Weekend (Fri-Sun) Weekday (Mon-Thurs) Non-profit
Start Time *	
End Time *	
Total Hours	
Anticipated # of Guests	
Secondary Contact Name and Mobile Phone #**	

** The hours of rental expressly include all set-up and break down time. \$75 / hour will be deducted from the Security Deposit for any event that exceeds the contracted time frame; this includes any fractional hourly increments.*

*** If there is a second person sharing responsibility for managing this event, please include the name and mobile phone number of the secondary contact in this space.*

Cleaning Service

Weekend Rentals: A professional cleaning service is included for ALL weekend rentals. The Clubhouse Committee will coordinate with the cleaning company to schedule the service following the event. Renting parties are still responsible for removing all personal items and completing a short checkout list before leaving the clubhouse at the close of the event.

Weekday Rentals: A professional cleaning service is optional for weekday rentals. If the Renting Party elects to have this service, the Renting Party will pay an additional \$150 for this service.

Weekday Rental Cleaning Service (circle)	Yes No
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Rental Fees and Rates

The rental rates and fees vary based on calendar day with a premium rate for weekends and some holidays.

Holiday Rentals: Clubhouses are NOT available for rent on the following annual holidays: Thanksgiving, Christmas Eve, Christmas Day, New Year’s Eve and New Year’s Day.

The clubhouses are available for rent on the following holidays at the weekend rental rate regardless of which day of the week the holiday occurs: St. Patrick’s Day, Easter, Memorial Day, Independence Day, Labor Day and Halloween.

All fees and deposits are due with completion of the Agreement. All fees must be received within 7 days of initial rental request or the requested reservation date will be released.

Security Deposit (required for ALL rentals): **\$200.00**

Weekend & Specified Holidays (Friday – Sunday): **\$350.00** (6 hours); \$50 each additional hour

Weekday (Monday – Thursday): **\$100.00** (2 hours); \$50 each additional hour

Non-profit (501c3 documentation required): **\$75** (2 hours); \$25 each additional hour

RounTrey Homeowners Association

Clubhouse Rental Application and Agreement

This Clubhouse Rental Application and Agreement (the “Agreement”) between RounTrey Homeowners Association (the “Association”) and _____ (the “Renting Party”) is entered into on the _____ day of _____, 20____. The Association and the Renting Party are each a “Party” and, together, they are “Parties.” The Renting Party requests permission to rent and use the NewMarket Clubhouse (the “Clubhouse”). The Renting Party is an owner of real property in the RounTrey/NewMarket neighborhood (also referred to as “homeowner” or “resident,” interchangeably). The Renting Party wishes to use the Clubhouse as identified in the **Clubhouse Rental Details**.

Rules. The Renting Party agrees to abide by RounTrey Homeowners Association (“Association”) rules and policies for the clubhouse, attached as **Exhibit A** and incorporated into the Agreement by reference. It is understood that a member of the RounTrey Clubhouse Committee, or a person designated by the Clubhouse Committee (the “Clubhouse Committee Representative”), will inspect the clubhouse including furniture, window coverings, equipment and the area surrounding the Clubhouse, before and after use by the Renting Party. Any existing damage shall be electronically documented by the Renting Party and Clubhouse Committee Representative, prior to use of the Clubhouse. After the use of the Clubhouse, the Renting Party and the Clubhouse Committee Representative shall re-inspect the aforementioned items and a post-use report shall be made. Any items not found in at least the same condition as the pre-use check shall be repaired or replaced as necessary by the Renting Party. The Renting Party is responsible for payment for any repairs or replacement in excess of the security deposit, and if it is not promptly paid, the Association, shall have a lien against the home owned by the owner for payment of same, which lien may be collected in the same manner as yearly assessments.

Hold Harmless and Indemnification. The Renting Party hereby releases and shall hold harmless and indemnify the Association, all other property owners in RounTrey and the employees, contractors, agents, affiliates, and related entities thereof for all claims, attorneys’ fees, and other costs or liabilities incurred by or asserted against any of the foregoing as a result of use of the RounTrey clubhouse by owner or guests.

Binding Effect: Subject to the terms and conditions hereof, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, successors and assigns. Neither Party may assign all or any portion of its rights and responsibilities hereunder to another entity or individual.

Conditions: In order for a portion or all of the security deposit to be returned, all terms and conditions must be followed by the Renting Party. The hours of rental expressly include all set-up and break down time. The Clubhouse Committee Representative will determine if all conditions were met by the Renting Party in the exercise of their sole, absolute discretion.

Assignment/Modifications. This agreement may not be assigned or transferred without the express written consent of the RounTrey Clubhouse Committee. This Agreement may not be

RounTrey Homeowners Association

Clubhouse Rental Application and Agreement

modified or amended except through an express written agreement signed by the Parties.

Entire Understanding. The Parties agree that this Agreement and all attachments / exhibits contain 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 clubhouse.

Governing Law, Venue, Mediation, and Attorney's Fees. This Agreement shall be governed by the laws of the Commonwealth of Virginia. Both Parties, upon mutual agreement, may choose an impartial mediator to settle any dispute. If the Parties cannot reach a solution within sixty (60) days, then, the aggrieved Party may initiate a lawsuit in the General District Court of Chesterfield County, Virginia, or in the Circuit Court of Chesterfield County, Virginia. In any litigation arising from this Agreement, the Association shall be entitled to recover its reasonable attorney's fees and costs from the Renting Party – and shall be so entitled whether it prevails in the litigation or not.

Notices. All notices require 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 U.S. Mail, postage prepaid, registered or certified mail, return receipt requested, and addressed as set forth underneath the respective party's signature.

Force Majeure and Best Effort to Perform. It is mutually agreed and understood that neither Party shall be held responsible for damages caused by delay or failure to perform hereunder, when such delay or failure is due to fires, strikes, floods, acts of God or nature, acts of war or terrorism, legal acts of public authorities, or delays caused by public carriers which cannot reasonably be forecast or provided against.

Cancellations. Fifty percent (50%) of the rental fee will be returned for cancellations prior to 7 days of rental date. Cancellations within 7 days of rental date will forfeit the entire rental fee unless cancellation is due to severe weather (Clubhouse Committee approval required for refund). The Clubhouse Committee reserves the right to relocate or cancel a rental reservation if a scheduling or other discrepancy is discovered.

Each Party shall exercise "best efforts" to fulfill its obligations under this Agreement.

[Remainder of page intentionally blank]

ASSUMPTION OF RISK & RELEASE

In consideration of the privilege of using the RounTrey clubhouse and adjoining areas owned by the Association, I hereby acknowledge that the Association accepts no responsibility for the safety and welfare of myself or of any member of my Rental Party. I also acknowledge that the Association makes no guarantee as to the condition of the property or as to the safety of the property and operation thereof. In further consideration of such privilege, I for myself, my heirs and personal representatives, and all members of my Rental Party, hereby assume all risks associated with such use, and release the Association from all liability for any and all loss, injury, or damages to person or property. Furthermore, I have read, understand, and agree to abide by the Association rules and regulations stated herein (**Exhibit A**) and release the Association from any liability incurred from enforcing these rules and regulations.

THIS DOCUMENT IS A CONTRACT. FAILURE TO ABIDE BY ANY OF THE RULES STATED WITHIN MAY RESULT IN LOSS OF YOUR DEPOSIT AND RESTRICTIONS ON FURTHER RENTALS.

Signatures

RounTrey Homeowner (“Renting Party”) – *review and initial all items in Exhibit A before signing*

Printed Name	
Signature	
Date	

RounTrey Clubhouse Committee Representative (“Representative”)

Printed Name	
Signature	
Date	

Attachment: Exhibit A
Rules for the Use of the NewMarket Clubhouse

Please read and initial each item.

1. _____ **Rental Agreement.** Each Renting Party will sign a Rental Agreement and release prior to renting the clubhouse.
2. _____ **Rental Fee.** The signed contract, rental fee, and security deposit must be received / paid in advance of rental and are due within 7 days of initial rental request or the requested time/date will be released from pending. Please see **Rental Fees and Rates** for details on rental fee structures and security deposit.
3. _____ **Deposit.** Prior to execution of this rental contract, two payments will be submitted for the clubhouse rental: (1) the rental fee (as outlined in **Rental Fees and Rates**) and (2) a \$200.00 security deposit check. The security deposit check will be voided and destroyed if the Clubhouse is left in clean condition (either in reasonably tidy condition with checklist items completed if the Association is providing professional cleaning or fully cleaned and in the same condition the Clubhouse was in at the beginning of the rental period if the Renting Party is providing cleaning) and no damages or missing furnishings or other items are identified as a result of the rental.
4. _____ **Scheduling and access.** The Clubhouse Committee retains the right to schedule other events in the clubhouse both before and after the rental period without notice to the Renting Party. Unless expressly stated herein, use of the clubhouse other than the great hall and kitchen will not be exclusive, and members of RounTrey and their guests will enjoy joint, shared access to the remaining portions of the clubhouse.
5. _____ **Alcohol / Virginia host / liquor laws.** The Renting Party understands that under Virginia law, a host of any social event or business function where alcoholic beverages are served may be personally liable for any property damage, personal injuries, or loss of life resulting in whole or in 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 accidents, etc. caused by that intoxicated individual. The Renting Party further agrees that no alcoholic beverage of any sort will be served to any minor or intoxicated person. The Renting Party agrees to be fully responsible for all accidents or claims that may arise as a result of any accident, injury, or damage to person or property during the time that the Renting Party has the clubhouse rented. The Renting Party may need a banquet, banquet special event or mixed beverage special event ABC license. Please visit <http://www.abc.state.va.us/index.html> for guidance. Banquet (also known as one-day) licenses are issued to individuals for private events where alcohol is provided at no charge to guests.

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6. _____ **Smoking and vaping.** No smoking of any kind or use of vaping paraphernalia is permitted within the clubhouse, on clubhouse grounds or at the RounTrey pool at any time.
7. _____ **Fire and flammable substances.** Use of lighted candles and other decorations, effects or substances that can easily create a fire is strictly prohibited. The only exception to this rule is the use of birthday candles (no more than 10) on a cake, assuming those candles will be extinguished promptly and disposed of appropriately.
8. _____ **Homeowner assessment current.** The clubhouse is not available for rental to any resident if RounTrey annual assessments and other sums due the Association by that resident are not current.
9. _____ **Homeowner as host.** Only RounTrey and NewMarket homeowners may reserve the clubhouse. The Renting Party must be present at all times at the function for which the clubhouse is rented and must be the primary host of the event.
10. _____ **Homeowner as sponsor.** The Homeowner, as Renting Party, may reserve the area on behalf of a third party, but the owner must sponsor and ensure funding for the event is in place (i.e., complete the application and ensure the security deposit and rental fees are paid in advance), as well as be present at all times at the function for which the clubhouse is rented.
11. _____ **Pool.** The entire pool area is separate from the main clubhouse area and may not be rented. The pool deck and pool shall not be used by the Renting Party or its guests during the period of the rental and use of the clubhouse. During pool season in the summer, the clubhouse bathrooms are shared with pool visitors, who will access the bathrooms from the rear door of the clubhouse.
12. _____ **Music / noise.** Music, and/or any other noise, must be kept at a level that it cannot be heard in the surrounding homes in the area. The Renting Party will be responsible for seeing that there are no loud noises from the guests either coming to or leaving the function at the clubhouse.
13. _____ **Damage.** The Renting Party will be responsible for the repair or replacement of any damage done to the clubhouse, or its furniture, equipment, or window coverings. Failure to return furniture and tables/chairs to the proper location and with proper care could result in forfeiture of security deposit. If damages exceed the amount of the security deposit, the Renting Party will be liable and billed for damages in excess of the security deposit.

14. _____ **Decorations.** The only decorations permitted in the clubhouse 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 any fixtures within the clubhouse.
15. _____ **Prohibited Substances.** The Renting Party shall not use rice, bird seed, glitter, slime, foam, playdough or confetti of any type in the clubhouse or on the grounds surrounding the clubhouse. Bubbles shall not be used inside the clubhouse building. No use of paints, glues, epoxy or substance that may damage the furniture and/or fixtures may be used. Any damage or excessive mess caused by such substances will result in forfeiture of the security deposit.
16. _____ **Cleanup of Clubhouse.** A cleanout checklist is provided to all Renting Parties upon meeting with the Clubhouse Committee Representative for the pre-event survey. The RounTrey homeowner who rents the clubhouse and elects self-cleaning will be responsible for cleaning the clubhouse, the rest rooms and any other area used, including all equipment and furniture, immediately after the function ends. Cleaning includes vacuuming or damp mopping the floor as needed, wiping down the countertops, tables and chairs, and all other items identified in the cleanout checklist. The Renting Party will also be responsible for placing all trash in the dumpster in the parking lot. Failure to follow cleaning checkout procedures could result in forfeiture of security deposit.
17. _____ **Cleaning Procedures.** In addition to the rental fee, the \$200.00 security fee will be retained if the clubhouse is not left in a clean condition; this includes the main room, kitchen, bathroom areas, and hallway. Weekend rentals must abide by the abridged cleaning checkout procedures when a cleaning service is hired. The Clubhouse Committee has the authority to determine if clean up meets specifications and has final say.
18. _____ **Heat / AC.** Heat and/or air conditioning must be returned to the original setting and lights are to be turned off by the Renting Party when the function is over.
19. _____ **Assumption of risk.** The Renting Party will assume full responsibility for any and all accidents or claims that may arise as a result of any accident or for any other reason in connection with the function or lease of the clubhouse by the owner and said Renting Party shall agree to the hold harmless and indemnity provisions contained in the Rental Agreement to which these rules are attached.
20. _____ **Government Codes.** All applicable state, county, and federal codes, statutes and regulations shall apply, including but not limited to all fire codes. The Renting Party may refer to this website for information https://www.municode.com/library/va/chesterfield_county/codes/code_of_ordinances but must comply with all applicable codes, statutes and regulations whether listed on this website or not.

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21. _____ **Occupancy limit.** The maximum occupancy for events at the clubhouse is 50 guests.
22. _____ **Violation.** Violations of these rules will be determined by the Clubhouse Committee in their sole discretion. Violations to clubhouse rules and policies are addressed on a case by case basis by the Clubhouse Committee. Members of the Committee will decide if a violation has occurred by hearing from the person(s) claiming the violation, the homeowner who rented the clubhouse, and any other relevant people. Residents concerned about a possible violation in progress are instructed to contact the police. For a 1st offense, consequences to the Renting Party may include forfeiture of the security deposit and a 6 month waiting period before being able to rent again. For a 2nd offense, forfeiture of the security deposit and a 1 year waiting period.
23. _____ **Hours.** All functions must end by 10:00 p.m. on weeknights (Sunday through Thursday) and by 12:00 am on Friday or Saturday nights.
24. _____ **RounTrey Committee Use.** RounTrey Committees with less than 10 participants attending can use the clubhouse for no fee unless a homeowner requests to use the clubhouse at the same date and time. Committees will be asked to change the scheduled date or location if a resident would like to rent the clubhouse.
25. _____ **Non-profit Rentals.** Scouts or similar type of non-profit groups will be charged a reduced rental rate, plus the \$200.00 security deposit. Non-profits who rent on the weekend must also pay the \$150 cleaning service fee. All non-profit groups must submit documentation proving their 501C designation in order to qualify for the non-profit rental rate. If an organization wishes to schedule a series of meetings (i.e., first Tuesday of each month or every Wednesday), they may secure the clubhouse in 3-month increments only; in these cases, the deposit check will be held until all scheduled meetings for the given timeframe are completed.
26. _____ **Pets.** No pets of any kind (except service animals) are permitted in the clubhouse.
27. _____ **Acts beyond Association's Control.** In the event the clubhouse or any part thereof is damaged or destroyed by fire or any other cause, or if any casualty or unforeseen occurrence shall render the Association's fulfillment of this agreement impossible, then this agreement shall terminate automatically, and any security deposit and rental fee already paid by the Renting Party will be returned. In such event, the Association shall incur no additional obligations, and shall not be liable for any consequential damages associated with the automatic termination of this Agreement. The return of the rental fee and the security deposit shall be the Renting Party's sole and exclusive remedy for the termination of this agreement by the Association, 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.