

LAUREL GROVE PARK CLUBHOUSE RENTAL AGREEMENT

THIS CLUBHOUSE RENTAL AGREEMENT ("Agreement") is made as of the ____ day of _____ 20____, by and between Stonehouse Owners Foundation, Inc., ("SOF"), and _____ ("Club Member"), with an address of _____, and provides as follows:

Recitals

WHEREAS, Stonehouse Owners Foundation (SOF) is the owner of the Laurel Grove Park Clubhouse (hereinafter called the "Clubhouse"); and

WHEREAS, the Resident in good standing, also known as the Club Member (as hereinafter defined), desires to rent the Clubhouse in accordance with the terms and conditions contained herein.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration exchanged between the parties, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The Clubhouse is the sole property of SOF and shall be treated as such.
2. Rental of the Clubhouse is available exclusively to "Club Members", who shall be: (i) those "Members" of the Stonehouse Owners Foundation Inc. (as the term shall be defined from time to time in the Stonehouse Owners Foundation's governing documents) in good standing, or (ii) such other parties as shall be permitted to use the Clubhouse by SOF in its sole and absolute discretion.
3. Rental of the Clubhouse is limited to the clubroom, downstairs bathrooms and the rear deck area overlooking the swimming pool. **Rental does not include the pool, pool deck, fitness facility, or playground.** The rental of the Clubhouse does not warrant, provide or guarantee any additional facilities, equipment or services to the Club Member other than those described in this agreement. _____ *Initial*
4. **The maximum capacity of the Clubhouse is 125 persons per the James City County Safety Code. The Clubhouse and rear deck area are non-smoking facilities.**
5. The Club Member must be present when the event begins and must remain at the Clubhouse for the duration of the party or event. SOF will hold Club Member accountable for the action(s) of all guests during the rental period. _____ *Initial*

Renting the Laurel Grove Park Stonehouse Glen Clubhouse

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### 6. Alcohol:

a. If alcoholic beverages are to be served, the Club Member signing this Agreement must also contemporaneously sign and submit a "Host Liquor Liability Agreement" ( attached ) and must comply with all of the terms and conditions contained therein.

b. **ALL ALCOHOLIC BEVERAGES** must be contained within the clubroom and surrounding deck area.

c. Anyone who consumes alcohol on the Clubhouse premises must be at least 21 years of age.

### 7. Clubhouse Rules of Conduct:

d. In compliance with the James City County noise ordinance, windows and doors will be kept closed while live music is being played in the clubroom so that it does not disturb area residents. \_\_\_\_\_ *Initial*

e. When utilizing the sound system on the exterior rear deck area, the volume shall be kept low enough such that it also does not disturb area residents. \_\_\_\_\_ *Initial*

f. Furniture in the clubroom may be moved, but under no circumstances shall it be removed from the clubroom to the deck, patio or any other exterior location. When moving any furniture, the Club Member shall take care not to scratch or damage the hardwood floors in any way. \_\_\_\_\_ *Initial*

g. The Clubhouse closes at 11:00 p.m. and can be rented up to that time. The Club Member must consider this closing time when arranging for the rental period, since the rental period includes the conclusion of activities and clean-up time. \_\_\_\_\_ *Initial*

h. Adults must be present and supervise youth/teenage activities at all times. A ratio of at least one adult per every ten ( 10 ) youths/teens is required. \_\_\_\_\_ *Initial*

i. Pets, bicycles, skates and skateboards are not permitted in the Clubhouse or on the surrounding decks and patios. \_\_\_\_\_ *Initial*

j. The Clubhouse is a smoke-free environment. Smoking is permitted only in the designated smoking area located in the courtyard area next to the west side of the building. Smoking is prohibited on the back deck, side patios and outside all entrances. \_\_\_\_\_ *Initial*

k. Appropriate attire must be worn at all times. No bathing suits are allowed inside the upper level of the Clubhouse. Foot wear and shirts are required inside the upper level of the Clubhouse. \_\_\_\_\_ *Initial*

l. No rice, bird seed, confetti, flower petals, etc. are permitted inside the Clubhouse. Of the foregoing, only bird seed may be used outside of the Clubhouse. \_\_\_\_\_ *Initial*

m. Do not tamper with the thermostats inside the Clubhouse. \$50 fee \_\_\_\_\_ *Initial*

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- k. **ABSOLUTLEY NO** tape, push pins, tacks, nails, or putty-like substances are to be used on the walls, door frames or window frames inside or outside of the Clubhouse. No decorations permitted on walls, windows or ceiling. _____ *Initial*
- m. Renters may not use helium balloons if ceiling fans are turned on and in motion. _____ *Initial*
- n. Flammable materials, such as candles, and grilling items such as propane tanks, lighter fluid, charcoal, grills, deep fat fryers, cooking oil, fire starter, etc. are prohibited inside the Clubhouse and on the deck. Violation of this rule of conduct could result in forfeiture of the Club Member's entire rental deposit. _____ *Initial*

8. Cleanup:

To avoid loss of any, or all, of the renter's security deposit, the following cleaning and close-up procedures are required in accordance with the Inspection Checklist before the renter departs the premises: \$50 fee per infraction

- a. Pick up excess debris and trash from floors in clubroom, on outside deck/patio areas, and in the bathrooms. _____ *Initial*
- b. Bag all trash and place it in the dumpster located at the far end of the parking lot. A separate key is provided to unlock the chained enclosure. The dumpster lid and slide doors must be closed after trash is placed in the dumpster. The enclosure must be chain-locked after use. _____ *Initial*
- c. Wipe down all counters, tables and chairs. Clean up any obvious spills on the club room and bathroom floors. Renters must provide their own: (i) cleaning supplies (paper towels, wipes, spray cleaners, and floor cleaners, buckets, etc.), (ii) cleaning utensils (vacuum, broom, dust pan, floor mop, etc.), and (iii) equivalent mil and size replacement trash bags. _____ *Initial*
- d. Remove all balloons from Clubhouse area. See also notation under Security Deposit concerning helium balloons. _____ *Initial*
- e. Return all furniture, including deck chairs, to their original location and position. _____ *Initial*
- f. Clean floors in the Clubhouse main room and foyer of tracked dirt, spills, stains, and trash. Floors must be in same clean condition that existed before the rental. _____ *Initial*
- g. Pick up any trash in the parking lot area, rear deck and front of building. _____ *Initial*
- h. Turn off XM music and club room TV. Turn off all lights/fans in the club room. _____ *Initial*
- i. Account for any loss, theft, damage, disorder, mess, etc., beyond the ability of the renting Club Member to correct and report it to the SOF rental agent immediately, if possible, or no

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later than the morning of the next business day. _____ *Initial*

j. Occupancy of the Clubhouse must end by 11:00 p.m. on each day of rental. _____
Initial

k. Secure the premises as instructed and as detailed in the Inspection Checklist.
_____ *Initial*

9. **Security Deposit:** *Effective January 1, 2018, reviewed annually thereafter, and subject to change.*

a. A Security deposit may be required to reserve the Clubhouse for the requested date and time, as specified in the rules below. The security deposit serves both as a formal means of establishing the reservation, but also to compensate the SOF if damages, loss, theft or abuse of the Clubhouse occurs during the rental period. The SOF may deduct some or all of the security deposit, should the Club Member (resident) and/or guests violate the terms of this contract as set forth in Paragraphs 7 and 8 above.

b. There are three (3) tiers of security deposits relevant to the composition of participants attending the event, SOF Board of Director approvals, and purpose of reserving the Clubhouse:

I. **Tier 1:** No security deposit is required for established SOF committee meetings, provided the committee was formally established by SOF's Board of Directors. The committee leadership is responsible for maintaining and securing the Clubhouse after use.

II. **Tier 2:** A security deposit of one hundred dollars (\$100) is required for SOF clubs with charters that have been approved by the SOF Board of Directors. Membership of the chartered club must be exclusive to Stonehouse Glen residents and must be open to all Stonehouse Glen residents. Such residents must be in good standing (i.e. SOF dues current and no outstanding charges for covenant violations). To be approved by the SOF Board of Directors, the principal(s) of the club must present the club charter in written form that includes the club's membership, identification of the club's responsible leadership, purpose of the club, and frequency of projected meeting dates and times. Club charters must also stipulate the club's social, cultural, educational, recreational or service purpose or mission, and identify the club's manner of organization and operation. The SOF Board of Directors reserves the right to deny charters to clubs that would conflict with norms of behavior and decorum. The chartered club's leadership is responsible for maintaining and securing the Clubhouse after use.

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III. **Tier 3:** A security deposit of five hundred dollars (\$500) is required for Stonehouse Glen residents in good standing (i.e. SOF dues current and no outstanding charges for covenant violations) who wish to rent the Clubhouse facility for a function whereby some attendees will be non-residents. The SOF rental agent will confirm that the Club Member is in good standing prior to approval of the rental agreement and issuance of the Clubhouse keys. The Club Member who rented the Clubhouse is responsible for maintaining and securing the Clubhouse after use.

c. The security deposit is payable via personal check or money order only and should be made payable to *Stonehouse Owners Foundation*.

d. The Security Deposit check or money order must be from the Club Member making the reservation.

e. Return of the security deposit, less any deductions (if applicable), will be made after a SOF inspector inspects and reports on the condition of the Clubhouse, but no later than 10 days after the rental is complete. This period may be extended, however, by SOF if loss, theft, damage, disorder, mess, etc., has occurred, and contractor labor, materials, etc., are necessary to correct the problems.

**10. Forfeiture of Security Deposit:** *Effective January 1, 2021, reviewed annually thereafter, and subject to change.*

a. If the event is cancelled by the Club Member before the scheduled date, any security deposit will be returned in full, provided the SOF rental agent is notified of cancellation more than five (5) days in advance of the event. \_\_\_\_\_ *Initial*

b. SOF reserves the right to require forfeiture of any or all of the security deposit for violations of this Agreement. \_\_\_\_\_ *Initial*

c. Failure to depart the Clubhouse at the contracted departure time may result in the forfeiture of the security deposit. If the Club Member refuses to pay any sums owed beyond the security deposit, the SOF may bar further use of the Clubhouse, and/or take any legal action to collect sums due and owing. \_\_\_\_\_ *Initial*

d. The SOF may withhold part or all of a security deposit, if one is required, and may also bill the renting Club Member for loss, damage, theft, messes requiring extra maintenance, or other misbehavior or violation of the contract. \_\_\_\_\_ *Initial*

e. Clubhouse renters are expected to return the Clubhouse and all surrounding grounds back to their original condition (clean & orderly). If any of the items listed in

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Paragraph 8, Cleanup, have not been adhered to, an assessment of a minimum of fifty dollars (\$50.00) per item, may be deducted from the Club Member's deposit. Any other damage will be assessed accordingly and deducted from the renter's security deposit. For repeat offenders, deductions will be increased, as needed, with the potential of a total loss of rental deposit and/or rental privileges. \_\_\_\_\_ *Initial*

f. For serious violations, such as failing to secure the Clubhouse, a minimum deduction of one hundred dollars (\$100) per door from the deposit may be made. \_\_\_\_\_ *Initial*

g. If the security deposit does not cover the cost to repair/replace damaged property caused during the rental period, or any liability to SOF sustained as a direct result of the event for which the Clubhouse is rented, the Club Member who is a party to this Agreement will be held responsible for the difference between the deposit and the total liability sustained and cost to repair /replace damaged property (the "Additional Charges"). If the Additional Charges remain unpaid for a period of sixty (60) days from the billing of such to the Club Member, the Club Member shall pay interest on such sums, as well as all costs of collection, including, but not limited to, attorneys' fees incurred by SOF.

**11. Daily Rental Fee:** *Effective January 1, 2018, reviewed annually thereafter, and subject to change.*

Daily rental fees are beyond and above security deposits, and will be applicable as noted below.

- a. Just as with security deposits, there are three (3) tiers of rental fees:
  - I. For **Tier 1** as defined in Paragraph 9 above, there is no cost to use the Clubhouse for bona fide committee meetings.
  - II. For **Tier 2**, as defined in Paragraph 9 above, there is no cost to use the Clubhouse for bona fide SOF Board of Directors chartered club events.
  - III. For **Tier 3**, as defined in Paragraph 9 above,  
The Clubhouse is only available for full day rentals from 8:00 AM until 11:00 PM. **The cost per daily rental is \$300. Rental hours are inclusive of set-up, teardown, and clean-up.**
- b. Please make checks or money orders payable to *Stonehouse Owners Foundation*.
- c. The Club Member making the reservation must pay the rental fee via personal check or money order.
- d. Full rental fee payment must be received at the time of reservation. \_\_\_\_\_ *Initial*

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- e. Failure by the Club Member to provide the rental fee prior to the rental date shall render this Agreement null and void, and Club Member may be subject to forfeit of the Club Member's deposit per paragraph 10(a) above. \_\_\_\_\_ *Initial*

**12. Indemnification:**

Contemporaneously with the execution of this Agreement, Club Member shall execute the attached Indemnification and Hold Harmless Agreement.

Renter shall serve no alcohol nor allow guests to consume alcohol during this rental period without providing a host liquor license. Renter shall notify the guests of this restriction. \_\_\_\_\_ *Initial*.

I have been instructed and understand how to secure the Clubhouse upon my group's departure. \_\_\_\_\_ *Initial*.

IN WITNESS WHEREOF, Club Member and Stonehouse Owners Foundation have each caused this Agreement to be executed by authorized parties.

Signature of Club Member: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Name of Club Member: \_\_\_\_\_  
(Please Print)

Home Address: \_\_\_\_\_  
\_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Date of Event: \_\_\_\_\_

Start Date and Time of Event: \_\_\_\_\_

End Date and Time of Event: \_\_\_\_\_

Type of Event: \_\_\_\_\_

Approximate Number of Guests: \_\_\_\_\_

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STONEHOUSE Owners Foundation, Inc.,

By: \_\_\_\_\_

Its: \_\_\_\_\_

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Office Use Only:

Contract received by:	Date:		
Deposit received by:	Date:	Amount:	Check #
Rental Fee received by:	Date:	Amount:	Check #:
Rental refund Issued by:	Date:	Amount:	Check #:
If security deposit refunded:	Date:	Amount:	Check #
If security deposit withheld:	Date:	Amount:	

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Reason Security Deposit Withheld:



Stonehouse Owners Foundation, Inc.

337 McLaws Circle, Suite 1
Williamsburg, VA 23185
757-706-3019 / Fax: 757-345-6532

**LAUREL GROVE PARK CLUBHOUSE RENTAL
HOST LIQUOR LIABILITY AGREEMENT**

THIS HOST LIQUOR LIABILITY AGREEMENT (“The Agreement”) is made this ____ day of the month of _____ and year of 20____, by and between _____, (the “Club Member”) and Stonehouse Owners Foundation, Inc.

Contemporaneously with the execution of this Agreement, the parties hereto have also executed a Clubhouse Rental Agreement of even date herewith.

In consideration of the right to use the premises of the Clubhouse at the Stonehouse Owners Foundation, Inc. (the “Clubhouse”) for the purpose of _____, which event shall be held on _____, 20____, between the hours of _____ and _____, with the privilege to serve alcohol at the foregoing event, the Club Member hereby agrees as follows:

I. The Club Member whose name appears on this document shall abide by all of the provisions set forth in the Clubhouse Rental Agreement with respect to the use of the Clubhouse, and shall ensure that all those in attendance at such event do the same.

2. The Club Member assumes full and complete responsibility for any and all losses or claims which may arise or relate to the serving of alcohol at the event for which the Club Member has reserved or rented the Clubhouse.

3. The Club Member must obey all state and local alcohol regulations, as well as all applicable laws, and is responsible for obtaining or insuring that the appropriate third party obtains, any and all licenses necessary for the consumption of alcohol at the Clubhouse, including, without limitation, any Special Occasion Permit or Banquet License as required by Virginia law, if any.

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4. The Club Member will take all reasonable steps and precautions to ensure that any intoxicated guest will not be served alcohol or be permitted to drive from the event at the Clubhouse.

5. The Club Member shall, to the fullest extent permitted by law, indemnify, defend (with an attorney chosen by SCP-JTL Stonehouse Owner 2 LLC and MCP Stonehouse LLC in its sole and absolute discretion), and forever save harmless Stonehouse Owners Foundation, SCP-JTL Stonehouse Owner 2 LLC, MCP Stonehouse LLC and their directors, officers, partners, managers, members, employees, servants, affiliates, representatives, and agents, and the immediate family members of each of them, from and against any and all actions, causes of action, costs, claims, damages, demands, expenses, fines, fees, judgments, liabilities, losses, obligations, penalties, proceedings, and suits of any and every kind and nature incurred, including, but not limited to, attorneys' fees and associated costs (whether pre-trial, at trial, mediation, or at arbitration and/or in connection with any appeals, and regardless of whether suit is ever instituted) sustained, arising out of or connected with any injury to person, including death, or property, however caused, or from any matter whatsoever arising from or in connection with the serving of alcohol (including, without limitation, beer, liquor, or wine) at the function or event for which the Clubhouse is leased or reserved by the Club Member pursuant to the Clubhouse Rental Agreement.

WITNESS the following signatures as of the date first written above.

CLUB MEMBER:

Signature

Printed Name

STONEHOUSE OWNERS FOUNDATION, INC.

By: _____



Stonehouse Owners Foundation, Inc.

337 McLaws Circle, Suite 1
Williamsburg, VA 23185
757-706-3019 / Fax: 757-345-6532

**LAUREL GROVE PARK CLUBHOUSE RENTAL
INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT (the "Agreement") is made this _____ day of _____, 20____, by

_____ (the "Indemnitor") in favor of Stonehouse Owners Foundation, Inc. (the "Indemnitee").

Indemnitee is the owner of the Clubhouse/recreational center located at 9205 Six Mt. Zion Road, Toano, VA 23168 (the "Clubhouse"). Indemnitor has requested to lease the Clubhouse from the Indemnitee for its own activities on _____, 20____. In order to induce the Indemnitee to allow the Indemnitor to lease and use the Clubhouse, and for and in consideration of ten dollars (\$10) cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, the Indemnitor hereby agrees as follows:

1. The Indemnitor shall, to the fullest extent permitted by law, indemnify, defend (with an attorney chosen by Indemnitee in its sole and absolute discretion), and forever save harmless Indemnitee, Stonehouse Owners Foundation, Inc., SCP-JTL Stonehouse Owner 2 LLC, MCP Stonehouse LLC and their directors, officers, partners, managers, members, employees, servants, affiliates, representatives, and agents, and the immediate family members of each of them, from and against any and all actions, causes of action, costs, claims, damages, demands, expenses, fines, fees, judgments, liabilities, losses, obligations, penalties, proceedings, and suits of any and every kind and nature incurred, including, but not limited to, attorneys' fees and associated costs (whether pre-trial, at trial, mediation, or at arbitration and/or in connection with any appeals, and regardless of whether suit is ever instituted) sustained, arising out of or connected with any injury to person, including death, or property, however caused, or from any matter whatsoever arising from or in connection with the use of the Clubhouse by the Indemnitor, the Indemnitor's family or household members, or any of their guests.

2. The Indemnitor acknowledges that use of the Clubhouse involves certain risks, some of which the Indemnitor may not fully appreciate, and that injuries, death, property damage, or other harm could occur to the Indemnitor, the Indemnitor's family or

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household members, their guests, and others. The Indemnitor hereby assumes all such risks for itself, its family or household members, and their guests, and hereby further forever waives, releases, and discharges for itself, its family or household members and their guests, any claims, demands, damages, judgments, right of action or causes of action which he, she or they may have against Indemnitee, Stonehouse Owners Foundation, Inc., SCP-JTL Stonehouse Owner 2 LLC, MCP Stonehouse LLC and their directors, officers, partners, managers, members, employees, servants, affiliates, representatives, and agents, and the immediate family members of each of them, arising out of personal injuries, including death, or property damage which he, she or they may sustain at the Clubhouse or as a result of use of the Clubhouse, including, without limitation, any claim or cause of action arising out of or in connection with any act or omission, whether due to the negligence or otherwise, of the Indemnitee, Stonehouse Owners Foundation, Inc., SCP-JTL Stonehouse Owner 2 LLC, MCP Stonehouse LLC and their directors, officers, partners, managers, members, employees, servants, affiliates, representatives, and agents, and the immediate family members of each of them.

WITNESS the following signature and seal as of the date first above written.

INDEMNITOR SIGNATURE: _____

INDEMNITOR PRINTED NAME: _____