

**Rental Application to Reserve the
Main Hall and Related Space at the West Market Clubhouse**

*Please review the West Market Policy Concerning Reservation and General Use
of the West Market Clubhouse and form rental agreement before completing this application.*

Name of Applicant (must be a West Market owner or resident, and you must be present at the rented premises at all times during the reservation) _____

West Market Address _____

If non-resident owner, indicate current address as well: _____

Telephone _____ Fax _____ Email _____

Individual designated by Applicant if Applicant cannot attend inspections:

Name _____

Telephone _____

Date of Event _____ Number of persons expected to attend _____

Hours: Start _____ End _____ Total Hours _____

Generally describe the purposes for which you are seeking to reserve the space (and if on behalf of or related to a commercial, for-profit enterprise please advise):

Will alcohol be served? YES _____ NO _____ (if YES, reservations limited to the applicant and his/her guests (not open to the general public) do not require an ABC license. For reservations open to the general public and/or on behalf of or in connection with any corporation or organization outside West Market the applicant must provide proof of an ABC license or confirm with ABC one is not required. See <http://www.abc.state.va.us/licensing/banquet.htm#Fees>)

The Rented Premises may not be privately reserved more than four times during any twelve (12) month period: (a) by any owner or resident; (b) by any one West Market address (regardless of how many different individuals reside at that address); or (c) on behalf of any corporation, organization, or group.

Will your reservation comply with this limitation? YES _____ NO _____ (if NO, you must obtain a written waiver of this limitation from West Market)

I certify that the above information is true and accurate to the best of my knowledge. I understand that this application and the statements made herein will become part of the Rental Agreement (contract) if/once that Rental Agreement is approved and signed by both me and West Market.

Applicant Signature: _____ Date: _____

This application by itself is NOT a rental agreement and does not hold or guaranty your reservation. You must sign and return to the On-Site Manager the attached Rental Agreement with \$300.00 security deposit and required rental fee. There is no reservation unless and until West Market management receives the requisite security deposit and fees and countersigns and returns to you the Rental Agreement you sign. You may submit this Rental Application prior to submitting the other required materials to obtain a preliminary (but not final) determination if the reservation you request is possible.

WEST MARKET CLUBHOUSE RENTAL AGREEMENT

This CLUBHOUSE RENTAL AGREEMENT (the "Agreement") is entered into as of the date indicated on the signature page by and between the WEST MARKET COMMUNITY ASSOCIATION ("West Market"), c/o On-site Manager, 1901 Logan Manor Drive, Reston, VA 20190 (Tel: 703.435.3777; Fax: 703.435.8952), and the West Market resident or owner identified on the signature page (the "Lessee," sometimes referred to as "you" and "your" in the possessive) (with the parties sometimes referred to individually as a "Party" and collectively as the "Parties").

1. THE RENTED PREMISES.

- 1.1. Subject to the terms and conditions of this Agreement, you are reserving and renting the Main Hall (the great and side rooms adjacent the kitchen), kitchen, and the enclosed outside patio of the West Market Clubhouse (together with all of the furniture, appliances, and appurtenances thereto the "Rented Premises") for the date(s), time(s), and purpose identified in the Rental Application you signed (which is incorporated into and made part of this Agreement). You and your guests/invitees are also entitled to non-exclusive use of the Clubhouse toilet facilities during the time(s) of the reservation.
- 1.2. The Rented Premises will not be made available for general community use or other rental during your reservation. Note, however, that the West Market management office is adjacent the Main Hall. Management may be working during the time of your reservation and there may be people coming to and from the office.
- 1.3. **In no event are you renting, nor may you or any of your guests/invitees use during the course of this reservation, the office, gym, sauna, or pool.** Any attempted or actual use of anything other than the Rented Premises and toilet facilities shall be a material breach of this Agreement.
- 1.4. No more than one week prior to your reservation you and a West Market representative will jointly inspect the Rented Premises. Any and all existing damage to the Rented Premises will be noted on the inspection form annexed as Exhibit A. No more than three days following the reservation you and a West Market representative will jointly inspect the Rented Premises and indicate on Exhibit A any damage sustained in connection with the reservation that is the subject of this Agreement, **for which damage you will be and hereby agree to be responsible.** In the event of any dispute in making such determinations the judgment of West Market management shall control. You may appeal to the West Market Board of Directors any determination of damage with which you disagree so long as you file a written notice of appeal with West Market management on or by the fifth (5th) calendar day following the post-use inspection.
- 1.5. Maximum occupancy of the Rented Premises is seventy (70) persons. All use of the Rented Premises must conform with these occupancy limits.

2. RENTAL FEES AND SECURITY DEPOSIT.

- 2.1. In consideration of making the Rented Premises available for your use subject to the terms and conditions of this Agreement, you agree to pay the following rental fees for

this reservation (initial that which is applicable):

2.1.1. **Private, non-commercial use:**

- _____ Any time between 9:00 a.m.-5:00 p.m., one hundred fifty dollars (\$150.00)
- _____ Any time between 5:30 p.m. until midnight (Sunday through Thursday) or until 1:30 a.m. (Friday or Saturday), one hundred fifty dollars (\$150.00)
- _____ All day or for any period of time that reserves the space both before and after 5 p.m., two hundred dollars (\$200.00)
- _____ For reservations involving two or more consecutive days, the fee shall be three hundred dollars (\$300.00) for each day or part of a day the Rented Premises are reserved

2.1.2. **Private, commercial use** (defined as any rental on behalf of or in connection with any for-profit enterprise – by way of example but not limitation this may include a seminar, meeting, luncheon, party, or any other gathering that is being organized because of or related to a for-profit enterprise):

- _____ Any time between 9:00 a.m.-5:00 p.m., five hundred dollars (\$500.00)
- _____ Any time between 5:30 p.m. until midnight (Sunday through Thursday) or until 1:30 a.m. (Friday or Saturday), five hundred dollars (\$500.00)
- _____ All day or for any period of time that reserves the space both before and after 5 p.m., seven hundred fifty dollars (\$750.00)
- _____ For reservations involving two or more consecutive days, the fee shall be eight hundred dollars (\$800.00) for each day or part of a day the Rented Premises are reserved

2.2. Use of the Rented Premises outside the hours you indicated on the Rental Application and this Agreement, or misrepresenting a commercial use as a non-commercial use, shall be a material breach of this Agreement.

2.3. In addition to the rental fee, a security deposit of three hundred dollars (\$300.00) is required. The security deposit is refundable except in certain circumstances where West Market must terminate this Agreement (as set forth elsewhere in this Agreement), or when this security deposit must be applied to damages for which you are responsible under this Agreement. This deposit will not be returned unless and until West Market, following the post-use inspection, determines that the Clubhouse and Rented Premises have been returned in the same condition they were in prior to the reservation that is the subject of this Agreement. You acknowledge and agree that West Market may deduct from the security deposit any amounts needed to restore the Clubhouse and Rented Premises (including without limitation replacement or repair of the hardwood floor and

any and all damaged furniture, appliances, or appurtenances) that were damaged in connection with the reservation and/or use pursuant to this Agreement. If amounts beyond the security deposit are needed for such purposes then you agree to pay that difference within five (5) days of being notified of those amounts, unless you provide written notice of your appeal of the decision to the West Market Board of Directors within on or by that fifth (5th) day.

3. ALCOHOL.

_____ 3.1. If you will **NOT** be making alcoholic beverages available during your reservation, you must initial here. In doing so you are representing and warranting that alcoholic beverages will not be present, served, or made available on the Rented Premises (including by any of the guests/invitees) during the reservation. You are responsible for advising your guests/invitees of this limitation.

OR

3.2. If you **WILL** be making alcoholic beverages available during your reservation, you must initial and agree to one of the below. In so doing you are representing and warranting as follows:

_____ 3.2.1. That this event is not open to the general public and is limited to the Lessee and his/her guests. In that event, no Virginia ABC license will be required.

OR

_____ 3.2.2. That this event is either open to the general public and/or is on behalf of or in connection with a corporation or organization outside of West Market. In such events you must:

3.2.2.1. With your signed copy of this Agreement provide proof of a Virginia ABC license for the event or confirmation that you have spoken with ABC and been advised that a license is not required. **You further agree that you are hereby indemnifying and holding West Market harmless in the event an ABC license is required to be obtained and is not.**

3.2.2.2. Have insurance for bodily injury and property damage liability (including fire damage liability) in the minimum amount of five hundred thousand dollars (\$500,000.00) that covers the service of alcoholic beverages by you on the Rented Premises for this reservation. You must produce with your signed copy of this Agreement evidence of this insurance, though your production of that evidence does not relieve you of this representation and warranty.

3.3. In all events if alcohol is served, you further represent and warrant that: (a) the Lessee is at least twenty-one (21) years of age (alcoholic beverages may not be present, served, or made available on the Rented Premises if the Lessee is under the age of twenty-one), (b) you will not charge for or sell alcoholic beverages on West Market property (including the Rented Premises) during your reservation, regardless of whether your insurance may allow such sales, (c) no one under the age of twenty-one will be served

or will consume alcoholic beverages during the reservation, (d) service of alcoholic beverages will be ended at least one hour prior to the scheduled end of the event, and (e) you agree to make arrangements for a “designated driver” for individual guest/invitees as circumstances warrant.

4. ACCESS.

- 4.1. Access to the Clubhouse for your event may be gained through use of your card key at the side door near the fitness facility and locker rooms. The front door leading into the Main Hall and side door leading to the patio area will at all times remain locked. Once you have entered the Clubhouse via your card key you may use the Main Hall and patio doors to let people in and out for your event but no key will be provided to unlock those doors. The kitchen door has a manual locking mechanism. You may unlock it to allow access to the kitchen area if needed during your event.
- 4.2. Following conclusion of your event you are responsible for ensuring that the Main Hall, patio, and kitchen doors are closed and that the kitchen door has been manually locked. Failure to do so shall be a material breach of this Agreement.

5. CLUBHOUSE CAMERAS.

- 5.1. The cameras in the Clubhouse are not safety cameras in that they generally are not monitored live or real time. They are there to create a visual digital archive that can be retrieved and viewed by management or the Police in the event of property damage, vandalism, or violations of the Clubhouse Policy. In case of medical or safety emergency call 911.
- 5.2. No one other than West Market management or the Police (including without limitation West Market Board members) will be allowed access to this digital archive unless such access is allowed by majority vote of the West Market Board

6. ADDITIONAL CONDITIONS OF USE.

- 6.1. Lessee represents that he/she: (a) is at least eighteen (18) years of age and is of legal capacity to enter into this Agreement, (b) is a West Market owner or resident, and (c) will be present on the Rented Premises at all times during the reservation.
- 6.2. You are responsible for your guests’/invitees’ compliance with all provisions of this Agreement.
- 6.3. Lessee and all of his/her guests/invitees shall adhere to the West Market legal documents and all Federal, State, and local laws or ordinances throughout the time of this reservation. Without limiting the generality of the foregoing, Lessee agrees that he/she and all of his/her guests/invitees will be respectful of the residents’ right to quietly enjoy their property, and that no activity undertaken on the Rented Premises during the reserved time will violate the West Market quiet enjoyment covenant (see guidelines at <http://westmarket.net/document/174399govgoodrepairquietenjoyment07.pdf?16413>).
- 6.4. In no event after the hour of 11 p.m.: (a) may amplified sound of any kind be used, provided, however, this shall not apply to use of the West Market television or stereo equipment in the Rented Premises; and (b) may external sound amplifying equipment

or microphones be plugged into or utilize the West Market television or stereo equipment in the Rented Premises.

- 6.5. You may charge general admission at your event (provided if you are serving alcoholic beverages your insurance policy, if applicable, allows this and proof of that allowance is provided). In no event, however, per your representation and warranty above, may you charge for or offer for sale any alcoholic beverages in connection with this reservation.
- 6.6. Lessee is and hereby agrees to be responsible for any and all damage to any West Market property, including without limitation the Rented Premises, caused by Lessee or any of Lessee's guests/invitees while on West Market property in connection with this reservation. Without limiting the generality of the foregoing, special mention is made of the hardwood floors in the Main Hall. **Damage to those floors will be especially expensive to repair, so all are cautioned to ensure that the floors are not scratched or damaged. All footwear should have proper heels and soles such that no nails or other sharp objects are exposed. Shoes with stiletto heels are prohibited (per the recommendation of the floor manufacturer).**
- 6.7. Furniture in the Main Hall may not be pushed or slid along the floor but always lifted if any is to be moved. In no event may interior furniture be moved to the outside nor may furniture outside be moved inside.
- 6.8. Under no circumstances shall furniture, appliances, or other equipment or appurtenances belonging to West Market be removed from the Rented Premises.
- 6.9. Before leaving the Rented Premises at the conclusion of your reservation, you must return the Rented Premises to their original condition, including without limitation returning all furniture to its proper location or storage areas, removal of all trash, and cleaning the Rented Premises pursuant the checklist set forth on Exhibit B.
- 6.10. Activity that presents an unreasonable risk of damage to the Rented Premises is prohibited. Without limiting the generality of the foregoing, throwing of balls is prohibited; athletic activity (including organized exercise and weightlifting) is prohibited; jumping on the furniture is prohibited; no one in a wet bathing suit shall be allowed in the Rented Premises; and the use of paints, acids, and all other supplies or materials that present a reasonable potential for damage to the Rented Premises is prohibited.
- 6.11. No animals or pets of any kind are permitted in the Clubhouse.
- 6.12. The use of decorations, auxiliary lights, or sound equipment is subject to West Market management's prior written approval, which may be withheld for any or no reason. Management must be notified sufficiently in advance of such use to permit it the opportunity (should it so choose) to have the Fairfax County Fire Department and/or a licensed Fairfax County electrician conduct an inspection (which will be done at Lessee's cost). Any and all decorations permitted for use shall be fireproof and shall be removed immediately following the reserved use of the Rented Premises.
- 6.13. **In no event may anything be nailed or tacked to any surface of the Rented Premises nor taped to any painted surface.**
- 6.14. Smoking is not permitted inside the Clubhouse.
- 6.15. **Lit candles, pyrotechnics, personal grills, fire pits, and anything of that nature are prohibited in or around the Clubhouse.**

- 6.16. The rental may not be for any unlawful purpose, including gambling, and you or anyone attending the event engaging in unlawful activity on the Rented Premises will be a material breach of this Agreement.
- 6.17. If folding chairs or tables stored in the closet are used, the dolly may be rolled only down to the tiled foyer area and in no event rolled onto the hardwood floor of the Main Hall.
- 6.18. Use of the grill(s) in the patio area must comply with the Fairfax Country permit posted in the patio area. Use of the outdoor grill(s) or patio area for socializing after the hour of 11 p.m. is prohibited.

7. REMEDIES FOR BREACH.

- 7.1. In addition to any other remedies (whether at law or in equity) that West Market may have in the event of breach of this Agreement, you acknowledge and agree that West Market may:
 - 7.1.1. assess Lessee up to five hundred dollars (\$500.00); and/or
 - 7.1.2. suspend Lessee's card key access to the Clubhouse for up to six (6) months; and/or
 - 7.1.3. permanently ban Lessee from future rentals/reservations of the Rented Premises if Lessee made any material misrepresentation in the Rental Application or any other part of this Agreement.

Nothing in this section waives, releases, conditions, limits, or is in lieu of any claim for actual damages West Market may have in connection with the use of the Clubhouse pursuant to this Agreement; indeed, the above remedies are expressly in addition to any such claim for actual damages.

- 7.2. You further acknowledge and agree that West Market may charge your lot or unit for any uncollected amounts you owe pursuant to this Agreement, with such charges to be subject to West Market's collections procedures then in place (which include, without limitation, the ability to place a lien on your lot or unit for unpaid amounts in arrears).
- 7.3. Breaches discovered while the event is ongoing may result in the immediate termination of this Agreement and cancellation of the event.
- 7.4. Initial decision pursuant to the above section shall be made by West Market management in its sole discretion. Lessee may appeal that decision to the West Market Board of Directors by providing written notice of appeal to management on or by the tenth (10th) calendar day following receipt of management's decision.

8. DISCLAIMER OF LIABILITY AND INDEMNITY.

- 8.1. West Market, its directors, agents, officers, and employees assume no responsibility for the personal property of anyone while on the Rented Premises pursuant to this Agreement.
- 8.2. LESSEE HEREBY AGREES TO INDEMNIFY, DEFEND, REIMBURSE, AND HOLD HARMLESS WEST MARKET, ITS BOARD OF DIRECTORS, OFFICERS, AND MANAGEMENT AGENT FROM ANY AND ALL PERSONAL OR PROPERTY INJURIES, DAMAGES, CAUSES OF ACTIONS, CLAIMS OR OBLIGATIONS ARISING OUT OF OR RELATED TO THE RESERVATION AND USE OF THE RENTED PREMISES PURSUANT TO THIS AGREEMENT,

INCLUDING WITHOUT LIMITATION ANY ACTS, OMISSIONS, NEGLIGENCE, GROSS NEGLIGENCE AND/OR WILLFUL MISCONDUCT ON THE PART OF THE LESSEE OR LESSEE'S GUESTS/INVITEES.

9. **TERMINATION/CANCELLATION.**

- 9.1. West Market may terminate this Agreement and cancel the event at any time for cause without notice. West Market shall return to Lessee any security deposit and rental fees upon any such termination pursuant to this section and such shall be the exclusive remedy for Lessee in the event of such termination; provided, however, if cancellation occurs during the course of the event due to breach of this Agreement then the rental fees will not be returned and the security deposit will be treated per the terms of Section 2.3 above. In no event shall West Market be liable to Lessee for any damages, real, consequential, or otherwise, that Lessee may incur as a result of any such termination.
- 9.2. If you cancel your reservation on written notice at least fifteen (15) calendar days prior to the reserved date, any collected rental fees and security deposit shall be returned. Cancellation by you after that date will result in forfeiture of your rental fees.

10. **GENERAL PROVISIONS.**

- 10.1. **Appeals to the West Market Board of Directors.** If Lessee files a written notice of appeal of a management decision pursuant to this Agreement, the West Market Board of Directors shall schedule a hearing for the appeal. The procedures for hearing and decision shall be those applicable to an appeal of a covenants decision pursuant to the West Market rules and regulations (see <http://westmarket.net/document/1139804guide.pdf?17164>).
- 10.2. **Lessee Payments.** All payments due under this Agreement shall be in the form of a personal check, certified cashiers check, or money order made payable to "West Market Community Association."
- 10.3. **Waiver and Breach.** Waiver by either Party of any breach of any term or condition of this Agreement shall not be deemed a waiver of any other or subsequent breach.
- 10.4. **Attorney's Fees.** West Market shall be entitled to reimbursement from Lessee for any and all attorney's fees and costs West Market incurs in connection with or arising out of this Rental Agreement, including without limitation Lessee's breach of this Agreement.
- 10.5. **Assignability of the Agreement.** Lessee may not assign this Agreement. This Agreement shall inure to the benefit of and create a binding obligation of the Parties, their respective successors, and assigns.
- 10.6. **Joint Liability.** Lessee shall be fully and jointly liable for damage caused by any of Lessee's guests/invitees.
- 10.7. **Virginia law, venue.** This Agreement shall be governed by and interpreted according to the laws of the Commonwealth of Virginia applicable to contracts executed and to be fully performed in such Commonwealth. The Parties expressly agree that if legal action is required to interpret or enforce this Agreement, the courts located in Fairfax, Virginia shall have sole and exclusive jurisdiction over such actions and neither shall claim such courts as an inconvenient forum.

- 10.8. **Entire Agreement.** This Agreement (including its Exhibits A and B and Rental Application, which are incorporated by reference and made part of this Agreement) shall constitute the entire Agreement between the Parties, and may not be amended or modified except in a writing executed and signed by both Parties.
- 10.9. **Severability.** In the event that any part or provision of this Agreement shall be adjudged unlawful or unenforceable under Virginia law, the remainder of this Agreement shall nonetheless survive and remain in full force and effect.
- 10.10. **No Agreement Until Signed.** The security deposit, all rental fees, and evidence of insurance (if applicable be delivered by you to and received by West Market together with this signed Agreement. This reservation will not be confirmed, and there shall be no agreement between you and West Market, unless and until you receive a copy of this Agreement countersigned by West Market.

This Agreement is entered into as of this ____ day of _____, 20____.

ACCEPTED AND AGREED TO:

LESSEE

WMCA

Name: _____

By: _____

West Market Address: _____

Title: _____

If Lessee is a non-resident owner then also provide your current address:

**EXHIBIT A
WEST MARKET CLUBHOUSE INSPECTION FORM**

If OK so indicate; if damage, provide an asterisk * and describe below.

	Pre-Inspection	Post-Inspection
1. Front/Rear Doors	_____	_____
2. Slate/Tile Floors	_____	_____
3. Furniture	_____	_____
4. Area rugs/Carpeting	_____	_____
5. Walls	_____	_____
6. Windows	_____	_____
7. Displays	_____	_____
8 Men's Room	_____	_____
9. Women's Room	_____	_____
10. Lights/Lamps	_____	_____
11. Kitchen		
Appliances	_____	_____
Countertops	_____	_____
Cabinets	_____	_____
Sink	_____	_____
12. Common Area (outside)	_____	_____
13. Fireplace	_____	_____
14. Artwork/Knickknacks	_____	_____
15. Televisions/VCR	_____	_____
16. Stereo	_____	_____
17. Hardwood floor	_____	_____
18. Other	_____	_____

*** Indicate any damage found during Pre-inspection:**

*** Indicate any new damage found during Post-inspection:**

SIGNATURES

Pre-inspection date: _____

Post-inspection date: _____

Lessee _____
West Market _____

EXHIBIT B
FACILITIES CLEANING CHECKLIST

Lessee shall make a thorough inspection of the clubhouse, especially the Rented Premises, at the conclusion of the reservation. All appliances shall be turned off. All exterior doors shall be locked. All food items must be removed and all counter tops must be wiped clean and free of food particles. All refuse should be placed in appropriate containers and brought to the trash area on the west side of the Clubhouse. Recyclables (plastic and bottles) must be placed in the separate recyclable containers that are provided in the trash area. **You may only use cleaning materials West Market provides in its closet storage area.** This "Facilities Cleaning Checklist" is provided for Lessee's use.

1. Kitchen

- All kitchen items washed, dried and put away in proper place
- Counter tops cleaned (use water only on granite and then dry)
- Appliances cleaned (water only, then wipe dry), including oven food spills
- Sweep and clean tile floor, including entry way
- Dispose of food in refrigerator from party/meeting
- Garbage disposal clear of food
- Empty trash on west side of building (near fitness entrance)

2. Main Hall

- Sweep or Swiffer hardwood floors (no vacuum)
- Vacuum area rugs
- Clean all spills immediately
- Wipe all glass surfaces, including entry doors
- Return all folding tables and chairs in the storage room
- Return any moved furniture to its original location

3. Men's & Women's Restrooms

- Tour both bathrooms to check for items left by guests
- Clean spills, as needed
- Clean countertops and mirrors, as needed

4. General Items

- Lock exterior doors, windows and gates
- Turn off all lights (except foyer lights, which are on a timer)
- Gas grill turned off

• Please exit the building before the end time indicated on your Rental Application (which in no event may be later than 1:30 AM on Friday and Saturday and midnight on all other days). DO NOT re-enter the following day. If you forget something in the building, please wait until normal business hours to retrieve items.

You will be responsible for "False Alarm" charges.

In case of emergency, please call Service First Management & Consulting @ (703)392-6006 after business hours, weekends or holidays.