

CULPEPER RECREATION CLUB, INC.  
RENTAL AGREEMENT

THIS AGREEMENT ("the Agreement"), made on \_\_\_\_\_, by and between CULPEPER RECREATION CLUB, INC. (the "Owner") and \_\_\_\_\_ (the "Renter") collectively, the "Parties".

WHEREAS, Owner owns and manages a recreation facility located at: 13163 Recreation Road, Culpeper, VA 220701; and,

WHEREAS, Renter wishes to rent some or all of this recreational facility space from Owner as described and set forth herein below.

THE PARTIES AGREE AS FOLLOWS:

**Space Rental and Duration:** Owner hereby grants a limited and revocable license (the "License") to the Renter to use space at the recreational facility on the date(s) and time(s) noted in this agreement.

**Event:** The Renter shall be allowed to have the Event (the "Event") within Owner's space. The Renter's Event is described as: \_\_\_\_\_

**Date / Time:** The Renter is requesting the following date(s) and time(s) for the Event:

DATE(S)	TIME(S)
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

The Renter is authorized to use the Space only for the Event listed in this Agreement and for no other purpose. The requested time(s) include the time Renter requires for the complete set-up and break down of the Event. This License is only applicable to the date(s) and time(s) listed on this Agreement. No exceptions are allowed.

Approximate number of guests: \_\_\_\_\_

Alcohol provided by Renter? \* \_\_\_\_\_

*\*If Event will include serving/consuming alcohol, Owner will provide management staff for the duration of the Event and Renter will be subject for additional cost of such as noted in Exhibit A*

## **DISCLAIMERS:**

The Space shall be provided by the Owner in as-is condition with Owner under no obligation to get the Space ready or usable by Renter. The Owner makes no warranty regarding the suitability of the Space for Renter's intended use.

**Permissible Use:** The Renter only has permissible use of the space as designated together with the locker rooms, bathrooms, and parking lot. All other areas of the recreational facility are strictly off limits to the Renter and their guests and/or invitees. The Renter must be in attendance at all times for the duration of the Event.

**Condition:** Upon the completion of the Event, the Renter will be responsible for ensuring the Rental Space, locker rooms and parking lot are brought to their original condition.

**Damages:** Renter shall be completely financially responsible for any and all damage caused by Renters and Renter's guests/invitees to the Space and its surrounding areas. Renter shall arrange and be completely responsible for any and all repairs any such damage. In the event Renter does not complete necessary repairs, Owner shall arrange such repairs for the same at Renter's expense.

**Cleanup:** Renter will be responsible for clearing all trash and debris generated in the rental space, locker rooms, bathrooms and parking lot following completion of the Event. Such trash and debris shall be deposited into the onsite waste container or otherwise removing the same from the recreational facility.

**Right of Entry:** Owner shall have the right to enter the Space at any time without notice for any reason to perform inspection of the Space being utilized by Renter during the Event.

**Indemnification:** It is understood and agreed by the Renter that they shall be solely responsible for their conduct and the conduct of ANY AND ALL other persons that may be guests/invitees of the Renter while the space is being used for the Event. The Renter will assume responsibility and hereby indemnifies and holds harmless the Owner, its officers, agents and employees AND assigns for ANY AND ALL damages, actions, suits, claims, or other costs (including reasonable attorney's fees) arising out of, or in connection with any damage to any property or any injury caused to any person (including death) caused by or during Renter's use of the recreational facility, including any acts or omissions on the part of the Renter, its employees, officers, directors, independent contractors, or other agents. Renter shall notify Owner of any damage or injury of which they have knowledge in, to, or near the Space, regardless of the cause of such damage or injury. Moreover, Renter agrees that upon Renter's default with their legal duties and obligations listed above, that the Owner may bring suit against the Renter in any court having jurisdiction of the matter and Renter agrees to pay all costs associated with any such suit, including but not limited to attorney's fees.

Renter specifically acknowledges and assumes all risks associated with the rental of the Space on behalf of the Renter and their guests/invitees.

**Insurance:** A Certificate of Insurance (“COI”) shall be provided to the Owner by the Renter no less than five (5) days before the scheduled Event. The COI must provide premise liability coverage naming the Owner as an additional insured party. Said COI shall be reviewed and approved by the Board of Directors (“BOD”) before the start of the Event.

**Revocation:** Owner shall have the right to revoke the License at any time prior to the Event, provided Owner gives Renter reasonable written notice of revocation. In the event that Owner revokes the License prior to the Event for reasons other than non-payment of fees or breach of this Agreement by Renter, Owner shall refund to Renter the full amount of any deposit and/or fees paid by the Renter in connection with this Agreement. Owner shall otherwise be able to cancel this Agreement with Renter with or without cause as clarified herein: *with cause (2) two days’ notice; without cause (30) thirty days’ notice for termination.*

**Cancellation:** Renter may cancel the Event by notifying the Owner via written notice (15) fifteen days or more prior to the Event date. If such cancellation is requested, Owner shall refund to Renter the full amount of deposit/fee paid to date in connection with this Agreement. If the Event is cancelled via written notice to the owner within (14) fourteen days or less prior to the Event date, Owner shall have the right to retain the full deposit paid by the Renter in connection with this agreement.

**Assignment:** Neither Party may assign or transfer their respective rights or obligations under this Agreement without prior written consent from the other Party.

**Governing Law:** This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the Commonwealth of Virginia, without regard to conflicts of law principles.

**Entire Agreement:** This Agreement constitutes the entire Agreement between the Parties and supersedes any prior understanding or representations of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

**Facility Access:** Renter understands that any lock box codes provided by Owner to gain access to keys for the recreational facility are to remain confidential. Renter further understands that keys to the recreational facility may not be duplicated and must be returned to the Owner upon completion of the Event. In the event keys are not returned as required, Renter agrees to be responsible for the cost of such replacement.

**Deposit:** Renter shall pay to the Owner a deposit in the amount of \$\_\_\_\_\_ (the "Deposit"), upon execution of this Agreement. Renter agrees that their deposit shall be forfeited to the extent of any damages to the space and/or its surrounding areas. In the event the amount of the damages exceeds the amount of the Deposit, Renter agrees to be personally liable for the full extent of damages (to include cleaning and trash/debris removal). In addition, Renter agrees that the Deposit may be forfeited in its entirety if the Renter is otherwise in violation of this Agreement (e.g., damages to facility, Renter not present during Event for the duration as stipulated herein).

**Fees:** Renter shall pay to the Owner a total fee of \$\_\_\_\_\_ (the "Fee"), for the use of the Space. Fees are payable to: Culpeper Recreation Club, Inc and are due in full prior to the Event.

**Calculation of Fees and Deposit are detailed on Exhibit A and made a part of this agreement.**

IN WITNESS THEREOF, the Parties have caused this Agreement to be executed the day and year noted below.

\_\_\_\_\_  
RENTER (print name)

\_\_\_\_\_  
RENTER (signature)

\_\_\_\_\_  
OWNER (print name)

\_\_\_\_\_  
OWNER (signature)

\_\_\_\_\_  
WITNESS (print name)

\_\_\_\_\_  
WITNESS (signature)

\_\_\_\_\_  
DATE

**EXHIBIT A  
FEE AND DEPOSIT STRUCTURE**

Private use of one of the following areas: **loft area, game room area OR baseball fields** are available on a daily, weekly, or monthly basis when the pool is closed from Labor Day to Memorial Day and after normal business hours when the pool is open from Memorial Day and Labor Day. Hourly rates apply to each individual space during repeated, scheduled usage.

Private use of these areas requires a Two (2) hour minimum:

**Current member rate:                 \$20.00 for two hours**

**Non-member rate:                     \$50.00 for two hours**

.....

**Full Facility** private use is available when the pool is closed from Labor Day to Memorial Day and after normal business hours when the pool is open from Memorial Day and Labor Day. Full facility private use includes **loft area, game room area, locker rooms, AND parking lot**. All other areas are off limits. If outdoor private use of ball field is requested, an additional hourly rate will apply for each additional outdoor space.

Full Facility private use requires a Four (4) hour minimum:

**Current member rate:                 \$250.00 for 4 hours, \$50.00 of which is refundable pending condition of the premises upon completion of Event.**

**\$100.00 non-refundable fee if Event requires management staff.**

**Non-member rate:                     \$650.00 for 4 hours, \$150.00 of which is refundable pending condition of the premises upon completion of Event.**

.....

*Prices above are subject to change at the discretion of the Board of Directors.*