Lorton Valley HOA

CLUBHOUSE LEASING AGREEMENT

2025

This Lease Agreement is hereby entered on (date)_____between Lorton Valley Homeowners Association (LVHOA) and: (printed name)

Resident_____or/Lessee:_____
whose Lorton Valley address is:_____
Home phone:_____Mobile phone:_____
Work phone:_____Email_____@_____

Date of Rental_____ Fitness Key Card #_____
Time from: _____to_____

Date Deposit Paid:_____ Date Rental Fee Paid:_____
Received By:_____ Received By:_____

Date Deposit Returned:_____

Lessee Initial: _____Received By:_____

NOTE: THE CLUBHOUSE DEPOSIT OF $200.00 IS NOT REFUNDABLE UNLESS THE LESSEE CANCELS THE RESERVATION AT LEAST FOURTEEN (14) DAYS PRIOR TO THE DATE OF THE EVENT.

Please send completed application to Property Manager either by mail, drop off at onsite office or email:

Lorton Valley HOA
9830 Windermere Hill Drive
Lorton VA, 22079

email: Randy.Kline@fsresidential.com

LEASING CONDITIONS

CLOSING HOURS: The Clubhouse must be cleaned, and vacated immediately following the event. The hours for rental are Monday- Saturday 10:00 am to Midnight and Sundays, 10:00 am to 8:00 pm. No re-entry is permitted as the electronic alarm will be set to automatically arm at the specified time. Clean-up of the facility must be completed within the time frame of the rental.

OCCUPANCY/USE; The MAXIMUM CAPACITY of the clubhouse is **60 persons.** No use of the pool, fitness center or grounds is permitted.

REQUIREMENTS & RESTRICTIONS:

1. The lessee is responsible for leaving the clubhouse and grounds, in the same condition as they were prior to use by the lessee.

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2. No one under age 21 may sign the Clubhouse Lease Agreement, nor have a party where alcoholic beverages are served.

3. All functions with teenaged guests must be chaperoned by parents of the host, who must sign the Clubhouse Lease Agreement and agree to the rules.

4. The lessee is entitled to inspect the clubhouse and grounds prior to use. Requests must be requested in writing within seventy-two hours of inspection. During the inspection any damage to the furniture, appliances, and/or facility must be noted and brought to the attention of an assigned LVHOA representative prior to commencement of your event. Unless so noted, it is agreed that the lessee will be held responsible for any damage to the furniture, facility, and appliances. The condition of the clubhouse will be inspected the following day/business day by a LVHOA representative.

5. The fireplace is off limits for use.

6. The cleanup must include, but is not limited to, removal of all rental and catering equipment; vacuuming and clearing all trash and returning furniture to the proper positions (see cleanup instructions). **The completion of all clean-up activities must be completed within the allotted rental time,** so please plan accordingly.

7. All trash must be removed from the premises and discarded in the provided outside trashcans. If the trashcans are full, then the trash must be discarded at the lessee's residence.

8. THIS IS A SMOKE FREE CLUBHOUSE. Under no circumstance will smoking be tolerated in the clubhouse or around the immediate perimeter of the facility, any evidence of smoking in the facility will result in forfeiture of the entire deposit.

9. No pets or animals shall be brought into/allowed in the Clubhouse except for registered service animals.

10. If access keycard is issued for lease date, it must be returned prior to any deposit being refunded.

11. The lessee must be a member of the LVHOA or allowed by homeowner via policy resolution 14-01 for homeowners leasing of lot/home to a renter.

12. Parking is allowed in HOA controlled parking lots and on VDOT Street Windermere Hill Drive. Restricted parking signs are posted near the intersection of Windermere Hill Drive and Skiddaw and are subject to ticketing by local authorities.

LESSEE RESPONSIBILITIES:

1. The lessee will be held responsible for the conduct of his/her guests. Lessee must be onsite during event.

2. During and after the occasion of the event, the guests are asked to: not linger outside the clubhouse; not carry drinks outside; conduct themselves in a manner that reflects well upon themselves; and show consideration for the other residents of the community.

3. Any use of the clubhouse must be strictly in accordance with all applicable LVHOA Rules and Regulations as well as all laws and ordinances of Fairfax County, The Commonwealth of Virginia and Federal Laws.

4. **Any sale or resale of alcohol is strictly prohibited.**

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5. Any disturbance resulting in a legitimate complaint will cause for the immediate termination of the Lessee's use of the clubhouse. Future use of the clubhouse by the lessee, if granted, will be subject to any special provisions deemed necessary by the Board of Directors/Management.

6. The lessee agrees to hold harmless LVHOA and its management from any and all liabilities and actions by the Lessee and his/her guests resulting from the use of the clubhouse and its facilities.

7. The LVHOA and management will not be held responsible for any loss or damage to any personal property or any kind.

8. **No decorations may be affixed to any part of the clubhouse with any item that will pierce the surface of the walls, ceiling, cabinets, window areas, tables, chairs, etc., by thumbtacks, nails, pins, or any other surface piercing devices.**

9. **The use of fireworks & excessive loud music is prohibited.**

10. **POOL AREA OFF LIMITS.** Do not exit the outside bathroom doors or clubhouse to the swimming pool area, unless it is an emergency. The security alarm will sound, and you **will be charged $ 100.00 per occurrence.**

11. At no time will any HOA property (furniture, plants, brooms, benches, etc..) be removed from the interior of the clubhouse room. **No item will be moved to hallways, or to the outside of the building for any reason.**

FINANCIAL CONSIDERATIONS:

1. A $ 200.00 DEPOSIT AND FULL RENTAL FEE IS DUE AND REQUIRED TO BE PAID WHEN RESERVING THE CLUBHOUSE. **The rental fee is $150.00 per hour.** Payment for the deposit and rental fee with two separate checks. The agreement will not be effective, nor will the lease date be reserved, until such payment is received. **Payment cannot be paid by third party except for money orders (checks must be from the homeowner or resident of Lorton Valley HOA).** The security deposit amount is fully refundable, after use of the clubhouse, only if the lessee has met all leasing conditions. The deposit may be applied against any damages, discrepancies, or violations. In the event the lessee leaves the facility in a condition that requires more than a standard re-inspection, the lessee will be liable for the hourly charge(s) for the time expended by LVHOA representative and/or janitorial contractor in connection with cleanup/repair efforts concerning the facility resulting from such rental. This may include, but is not limited to contractor coordination, subsequent inspections, accounting procedures, cleaning etc.

2. The security deposit shall be refunded only if premises, furniture, appliances, fixtures and appurtenances are found, upon inspection to be in the same condition and location as at the commencement of the period. The minimum charge for any infraction or damage found will be $100.00. The determination as to whether the premises are in a satisfactory condition shall be in the sole discretion of a LVHOA representative who shall determine the cost of any necessary additional cleaning, repairs or replacements of any property damaged during the use of the Clubhouse, which may also include the costs of any extraordinary cleaning services, if determined necessary by the Association,

3. The security deposit shall not be considered liquidated damages, and the lessee shall be responsible for any damages in excess of the amount of the security deposit. Additionally, you are hereby advised that in the event of any breech on your part or on the part of your guest, agents, servants, employees, licenses, customers or invitees of any law or rule or regulation of the Association, your entire security deposit may be withheld and/or privileges to utilize this or any other facility of the Association indefinitely suspended. You shall be responsible for any and all

Lessee Initial:_____

damage and violations that occur due to the use of the Clubhouse regardless of whether you personally caused the damage. You agree to pay all reasonable costs, including legal fees, court costs and administrative fees, in the collection of any outstanding obligation owed to the Association resulting from the enforcement of the Association's policy concerning the reservation of the Clubhouse.

4. If you fail to pay any sum due to the Association after thirty (30) days of a final decision, the principal amount due shall bear interest from the date due at the rate to be set by the Board of Directors (but not in excess of the prime interest rate plus 1%). A "final decision" shall be the final decision of the Board after you have appealed the imposition of charges to the Board or, if the right to appeal a charge has been waived, the date of notice of the imposition of charges is sent to you.

5. You shall be subject to the Association's enforcement procedures for violations of the governing documents if you violate this policy. The Association shall be permitted to take all actions authorized by the Association's Declaration, Bylaws and policy resolutions and the Virginia Property Owners Association Act, including levying an Individual Assessment against your Lot. All charges imposed against you shall constitute a lien against your Lot.

CLEANING INSTRUCTIONS:

1. All areas must be wiped, swept, free of stains, and odors.
2. Trash must be taken out and deposited into the trash receptacles. If the provided trash receptacles become full, the lessee is required to dispose of excess trash at their residence.
3. All counters, tables, surfaces, appliances, and cabinets must be cleaned.
4. All floors, other than the carpeted areas, must be swept.
5. The sinks must be cleaned.
6. Bathrooms must be reasonably cleaned and clear of debris.
7. Some cleaning supplies are provided.
8. All furniture will be placed in accordance with the floor plan posted in the clubhouse at the end of the event

SECURITY/SURVEILLANCE:

The facility is monitored by security cameras both inside the clubhouse and the entrance to the clubhouse and parking lot.

My Signature below certifies that I have read and agree to abide by all rules of the Lease Agreement and will abide by all stated requirements. I understand that any discrepancies, damage, or violation of these requirements by me or any of my guests may result in the loss of my deposit, immediate termination of my privileges under this lease and/or suspension of my future use privileges.

Signature of Lessee: _____

Signature of LVHOA/MGT. Rep._____

Duly adopted by the Board of Directors at its business meeting October 2024.

Lessee Initial:_____