



www.thelinksclubhouse.com
801 Virginia Center Parkway
Glen Allen, VA 23059

PLEASE POST THIS NOTICE ON THE WINDOW LOCATED NEXT TO THE FRONT DOOR DURING YOUR EVENT.

THE LINKS CONDOMINIUM CLUBHOUSE AGREEMENT

This agreement is made this ____ day of _____, 2019, by and between THE LINKS CONDOMINIUMS, a Virginia non-stock corporation (the "licensor") and _____ (the "Licensee").

Recitals

Licensor is the owners of the Links Condominium clubhouse, located at 801 Virginia Center Parkway, Glen Allen, VA 23059 in the planned unit community known as "The Links Condominiums," in the County of Henrico, Virginia (the "Clubhouse"). Licensee desires to rent the Clubhouse) from Licensor upon the terms and conditions set forth herein.

There shall be no other access to other parts of the Clubhouse such as the pool, racket ball court or fitness center.

Agreement

1. **LICENSE.** For and in consideration of **\$700.00** paid by Licensee to Licensor in advance, Licensor hereby grants to Licensee a license for the use of the property upon the terms and conditions set forth herein.

Two separate **CERTIFIED** checks are required; one for the Rental Fee of **\$500.00** and the other for the Deposit in the amount of **\$200.00** can be mailed or dropped off to The Links onsite office, along with this signed License Agreement. If full payment and a signed License Agreement have not been received 14 days in advance of the date noted in #3 (below) the Clubhouse shall be made available to other residents for rental. **Any cancellation within one week of the beginning of the Term will result in loss of the Rental Fee.**

2. **DEPOSIT.** Licensor acknowledges the receipt of the sum of **\$200.00** as a deposit to be held by Licensor, without liability for interest to secure Licensee's faithful performance under this Agreement. Licensor shall refund within 14 business days after the event the deposit to Licensee upon Licensor's determining to Licensor's sole satisfaction that Licensee has fulfilled all of its obligations set forth in this Agreement. However, if there is any damage to the clubhouse or the property (see section 7), or if there is a breach of any provision of this Agreement by Licensee, the full Security Deposit shall be retained by Licensor as partial liquidated damages in addition to any other remedies and relief to which it shall be entitled hereunder or under the laws of the Commonwealth of Virginia. Licensor can cancel the use of the Property as a result of inclement weather and shall be held harmless for such a decision.

3. **TERM:** Licensor shall make the Property available for Licensee's use from: _____ (*stipulate day, month, year*), beginning at _____ : _____ *a.m. /p.m.* and ending at _____ : _____ *a.m./p.m.* (the "Term"). All events must exit the clubhouse no later than 11:00 pm on the event date setup and cleaning time should be included within the rental times noted in section 3.

NOTE: If the clubhouse is not surrendered within the above times in section #3, the full Security Deposit shall be retained by Licensor and an additional \$150.00 will be charged per hour after the above time until clubhouse is surrendered.

4. **USE OF PROPERTY.** Licensee shall use the Property for the following purpose, _____ and none other: _____

5. RULE AND REGULATIONS I have read and understand the rules that govern the facility reservations and I agree to abide by them, and I also understand I hold harmless the Association and its Directors, Officers, Members, Agents and Representatives from and against any and all liabilities, claims, losses, damages, expenses and costs, including without limitation all attorneys fees and costs, incurred by the Association in connection with, arising out of, or resulting from the use of the Clubhouse by me and my guest and invitees.
6. NO WARRANTY. *Licensors make no representations or warranties as to the condition of the Property. Licensee agrees to use the property AS IS and is responsible to inspect the clubhouse prior to the event and report any damage to the Links onsite office. Please call 804-262-5086 to report any damages before the event begins.*
7. CONDITION OF PROPERTY (a) Cleaning of Property. Upon the expiration of the Term, Licensee shall complete the following:
- (i) Return all furnishings, kitchen items and other personal property in the Property to the same location and clean condition such property was in at the commencement of the Term; (ii) surrender the Property in a neat and orderly condition; and by the specified ending time: (iii) surrender all kitchen appliances, supplies, utensils, and other personal property including, without limitation: microwave, refrigerator, oven, sink, garbage disposal, and dishwasher in as clean a condition as when received; (iv) remove any personal property, food, trash and waste brought into the Property for Licensee's use. Licensors are not responsible for any personal property left on the Property by Licensee, its agents, employees, invitees or permittees. Trash should be disposed of in the dumpster and cannot be left in or around the Clubhouse area. Stains in carpet are to be addressed by Licensee no matter how big/small.

If Licensee has not fulfilled all of his/her obligations set forth in section 7 of the agreement or if there is a breach of any provision of this Agreement by Licensee, **the full Security Deposit shall be retained by Licensors** as partial liquidated damages in addition to any other remedies and relief to which it shall be entitled hereunder or under the laws of the Commonwealth of Virginia

The following are the cleaning requirements for your Community Clubhouse.

NO SMOKING is allowed in the Clubhouse.

- ***No tape, pins, tacks maybe used on the drywall surfaces of the clubhouse.***
- ***Return all furniture and other Clubhouse property to its original location prior to your event.***
- ***Remove all personal property and decorations.***
- ***Remove all trash from Clubhouse area, and dispose of in the dumpster.***
- ***Remove food, beverages and paper products in the clubhouse.***
- ***Wipe up any food or beverage spills from floors and carpet.***
- ***Wipe off counters and tables, and window or door surfaces.***
- ***Sweep/Vacuum floors. Vacuum is located in the maintenance closet in the kitchen.***
- ***Check the ladies and men's restroom to be sure they are clean and tidy.***
- ***Turn off fireplace, TV, Electronics and lights before you exit.***
- ***All windows must be closed and locked. Security deposit is forfeited if windows and doors are not left locked. The Association may not incur damage due to a violation of this nature but there is significant potential for damage if the Clubhouse is not locked following an event.***

(b) Damage to Property. Licensee shall keep the Property, together with all glass, furnishings, electrical, plumbing and other mechanical installations therein, in good order and repair, at its own expense, and will surrender the Property at the expiration of the Term in as good a condition as when received. Licensee shall repair promptly at its own expense any damage to the Property resulting from Licensee's use of the Property, regardless of fault or by whom such damages shall be caused, unless caused by the negligence of licensors, its agents or employees. Licensee shall not alter or paint any part of the Property.

8. NO ASSIGNMENT. Licensee shall not assign this Agreement in whole or in part without the prior written consent of Licensors.
9. INSPECTION BY LICENSOR. Licensee shall permit Licensor, its agents and employees to enter the Property and all parts thereof at any time and from time to time during the Term to inspect the Property or to carry out any provision of this Agreement.
10. APPROVALS AND LICENSES. Licensee shall obtain all necessary state and local governmental approvals, licenses or permits required for Licensee's use of the Property, including, without limitation, ***any license or permit which may be required in connection with the offering or serving of alcoholic beverages.*** Licensee acknowledges that Licensor is not responsible for obtaining any such approvals, licenses or permits. Licensee hereby indemnifies Licensor, its agent and employees and agrees to defend and save them harmless from and against any claim, action, damages, loss, liability and expense, including reasonable attorney's fees, in connection with Licensee's failure to obtain all such approvals, licenses and permits.

If you plan to serve alcohol, you must obtain and post a valid State of Virginia ABC License. You must provide The Links on-site office with a copy of the ABC License **PRIOR** to your function. ***A penalty of 150.00 will be charged if not received prior to your function.***

11. PARKING. Licensee, its agents, employees, invitees and permittees, shall park cars and other vehicles in front of clubhouse area and ***ONLY in UNASSIGNED PARKING SPACES. Vehicles will be towed without additional notice if parked in assigned parking spaces.***
12. PROHIBITION AGAINST SMOKING AND NUISANCES. Smoking is not permitted inside the Clubhouse. No obnoxious or offensive activity shall be carried on upon the Property nor shall anything be done which shall be or become an annoyance or nuisance to anyone in the Links Condominiums.
**** Please be aware of your noise level and the surrounding homes close to the Clubhouse. Henrico County noise ordinance observes hours of quiet enjoyment from 10:00 P.M. to 6:00 A.M.***
13. ADDITIONAL AGREEMENT ATTACHED HERETO. The procedures for renting The Links Condominiums Clubhouse attached to this agreement shall be incorporated into and made a part of this Agreement. Licensee agrees to abide by the Rental Procedures and that the violation of the Rental Procedures shall constitute a violation of the Agreement. Failure to comply with the Rental Procedures or this Agreement may result in loss of future rental usage of the Clubhouse.

WITNESS the following signatures:

By: _____ Title: _____ Signature: _____

I have read and understood this "License Agreement" and the attached "Rental Procedures." I understand alcohol may not be dropped off in advance and/or left unattended in the Clubhouse or it will be disposed of without notice.

Licensee Signature: _____

Address: _____

Phone Number: _____

Please return signed contract, along with 2 separate certified checks for rental fee & deposit to The Links Onsite Office



The Links Condominium

Clubhouse Cleaning Checklist

All Owners who rent the Clubhouse for a personal function will be required to sign-off on this cleaning list and return it to the Links onsite office. An inspection of the Clubhouse will also be performed before your deposit can be returned to you.

The following items must be completed **IMMEDIATELY** following your function **BEFORE** you leave the Clubhouse.

1. REMEMBER No Smoking is allowed in the Clubhouse. You must pick-up and dispose of any cigarette butts your guests may have left outside around the Clubhouse. Security deposit is immediately forfeited if evidence of smoking in the Clubhouse is detected.
2. No tape, pins or tacks may be used on the drywall surfaces of the clubhouse to hang decorations. If you must hang decorations use the new 3M products available that do not damage surfaces.
3. Return all furniture and other Clubhouse property to its original location prior to your event.
4. Check the ladies and men's restroom to be sure they are clean and tidy.
5. Wipe up any food or beverage spills on all surfaces, carpets and flooring. Cleaning products are stored in the closet, in the kitchen, for your convenience. Use only the recommended product for cleaning carpet stains. Security deposit is immediately forfeited if thorough cleaning is not completed.
6. Vacuum floors and carpet. Pick up all food scraps, napkins, straws, decorations, etc. The vacuum and broom are located in the closet in the Kitchen.
7. Wipe off all counters and tables. Clean any finger prints off window, door and table glass surfaces.
8. Remove all trash from Clubhouse. Trash must be disposed of in the dumpster or taken to your home to dispose of on the next trash day. Security deposit is immediately forfeited if any trash is left in or around the Clubhouse area.
9. Remove all personal items to include food, beverage, decorations and paper products from the Clubhouse. Remember to check the refrigerator and/or cabinets.
10. Return all furniture to its original location.
11. Turn off fireplace, TV, Electronics and lights before you exit.
12. All windows must be closed and locked. All exterior doors must be locked. Security deposit is immediately forfeited if windows and doors are left un-locked.

I verify I have completed all of the items above.

Name: _____

Address: _____

Signature: _____

****Your Deposit will be returned to you after this form is received and a successful inspection of the Clubhouse is performed.**