



## **CLUBHOUSE LEASE AGREEMENT**

**This Lease Agreement is hereby entered on \_\_\_\_\_, \_\_\_\_\_ between  
Potomac Station Community Association (PSCA) and**

**Owner (print name)** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Home Phone:** \_\_\_\_\_ **Alternate Phone:** \_\_\_\_\_

**Date of Rental:** \_\_\_\_\_ **Time:** \_\_\_\_\_ **to** \_\_\_\_\_

**Type of event:** \_\_\_\_\_

Please note: the Potomac Station Clubhouse is an amenity provided to the Owners of Potomac Station and is paid for through *your* association dues. You really do own it, and should treat it with the respect and care you would for your own home and furnishings. As such, only PSCA Owners may enter into a lease of this space. If you are a tenant, you must be sponsored by a PSCA Owner. This is to protect the Association from any damages of which the total cost to repair exceeds the deposit.

### **CONDITIONS OF LEASE**

1. The days and hours which are available to rent the clubhouse are:
  - a. Friday from 5:00PM to 10:00PM
  - b. Saturday from 10:00AM to 10:00PM
  - c. Sunday from 10:00AM to 10:00PM
2. A rental may not be scheduled for LESS than four (4) hours. However consideration for rentals less than four (4) hours may be considered on a case by case basis.
3. A rental may not be scheduled for MORE than eight (8) hours.
4. Reservations are made on a first-come, first served basis. Reservations must be made a minimum of 7 days in advance and all fees must be paid at time of reservation.

5. The rental price of the clubhouse is **\$100** per hour reserved. The reservation hours will include set up, breakdown, and clean-up of the event.
6. A NON-REFUNDABLE **\$50** administrative fee is required.
7. A PARTIALLY REFUNDABLE security deposit of **\$400** is required (You may receive a refund less the cost of facility cleaning). A deposit made by check will be *cashed*. Any damages to clubhouse and/or surrounding Association owned facilities which exceed the security deposit will be posted against the Owner's account in accordance with Article 12, Section 12.2(a): Lien.

### **REQUIREMENTS & RESTRICTIONS**

1. The Lessee of the facility must be an owner, at least 21 years of age.
2. The Lessee must be current in their Association dues.
3. The Lessee who executes this agreement must remain on site during the entire rental. Violation of this condition will result in a forfeiture of the entire security deposit.
4. All attendees must be out of the building by the stated end time of this agreement.
5. The clubhouse may not be sublet to any other person or group.
6. The Lessee is responsible for leaving the Clubhouse and adjoining parking lot in the same condition as they were prior to the use by the Lessee. Condition of clubhouse and parking lot will be assessed prior to, and after the rental period by the Potomac Station Management Staff ("Pre-Inspection" and "Final Inspection").
7. Cleanup must include, but is not limited to, removal of all rental and catering equipment, vacuuming the floors, cleaning and wiping down all kitchen and bathroom surfaces, removing all trash, and returning furniture to proper positions.
8. All trash must be disposed of properly.
9. This is a smoke-free and candle-free Clubhouse. Any evidence of smoking or lighting of candles in the facility will result in forfeiture of the entire security deposit. Ashtrays are provided outside the front of the building. Smoking is NOT permitted on the balcony overlooking the pool.
10. The use of the Clubhouse Refrigerator and coffee maker is not permitted as this is reserved for Property Management staff.

11. No decorations, balloons, or other materials of any kind may be stapled, mounted, taped, or secured in any fashion to the walls, wood trim, furniture, windows/glass, or light fixtures.
12. Any infraction on items 1 – 11 may result in the Association banning all future rentals privileges from the Lessee.

### **LESSEE RESPONSIBILITIES**

1. The Lessee will be held responsible for the conduct and behavior of all guests, invited and not invited. If legal authorities are called to the Clubhouse during your event, this lease is thereby terminated and you and your guest must vacate the premises immediately and forfeit the remaining time of your rental *and* your security deposit. Any disturbance resulting in a legitimate complaint may result in the immediate termination of the Lessee's use of the Clubhouse. Future use of the Clubhouse by the Lessee will be subject to Board approval.
2. Any use of the Clubhouse must be strictly in accordance with all applicable PSCA Rules and Regulations as well as all laws and ordinances of the Town of Leesburg, Loudoun County and The Commonwealth of Virginia
3. Any sale, or resale of alcohol for consumption on the premises is prohibited.
4. The Lessee agrees to hold harmless the PSCA 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. The PSCA and its Management will not be held responsible for any loss or damage to any personal property of any kind.
5. The Lessee agrees to provide a certificate of insurance naming Potomac Station Community Association as additionally insured during the rental period.

### **FINANCIAL CONSIDERATIONS**

1. The Clubhouse rental fee is \$100 per hour with a minimum of four (4) hours rental, plus a \$50.00 administration fee, plus a \$400 security deposit. This agreement will not be considered effective, nor will the lease date be reserved, until receipt of the rental fee, administrative fee, and security deposit clears the bank in the deposit of the Potomac Station Community Association account. The security deposit is refundable after use of the Clubhouse (via bank check) from the Association only if the Lessee has met all the conditions outlined in this lease.
2. If the Clubhouse facility fails final inspection by the PS Lease Administrator, the deposit (or appropriate portion thereof) will be forfeited at the discretion of the PS Lease

Administrator. In the event that the Lessee leaves the facility in a condition that requires more than a standard re-inspection, the Lessee will be liable for hourly charges for time expended by the PSCA personnel in connection with redemption efforts concerning the facility in addition to forfeiture of the Security Deposit. This may include, but is not limited to contractor coordination, subsequent inspections, accounting procedures, cleaning, etc. Rates charged are currently \$100 per hour.

### **LEESSEE CERTIFICATIONS**

1. **I have read the above Lease Agreement and will abide by all stated requirements.** I understand that any discrepancy, damage or violation of these requirements by myself or my guests may result in the loss of my security deposit, immediate termination of my privileges under this Lease, and/or suspension of my future use privileges.
2. **I understand that the administrative fee is not refundable if cancelled less than 30 days prior to "Date of Rental".** I further understand that the PS Lease Administrator will unlock the Clubhouse facility at the beginning time listed on this lease agreement and perform a pre-inspection, and will return at the designated closing time to perform a final inspection and consummate the lease arrangement and secure the Clubhouse facility.

\_\_\_\_\_  
**Signature of Lessee**

\_\_\_\_\_  
**Signature of Manager**

**Date Rental Fee and Security Deposit paid & Check #:** \_\_\_\_\_

**Date Refund sent to Lessee and Amount:** \_\_\_\_\_

# CLUBHOUSE RENTAL QUICK FAQ SHEET

## Must I be an owner?

Yes. If you are a tenant, an owner must execute the document on your behalf and agree to be responsible for any damages which exceed the security deposit.

## Cost:

\$400 security deposit (Refund TBD)

- \$150 to \$200 cleaning fee will be deducted from the security deposit.

\$100 an hour - - 4 hour minimum

\$50 (nonrefundable) administrative fee

Your event time must include setup and breakdown/clean up time.

The office staff does not provide set up and break down labor.

## Availability:

The clubhouse is available to rent on weekends only and must be reserved 7 days in advance.

Availability is determined upon whether an Administrator is available for the requested date.

## How late can we be in the facility?

You must be cleaned up and ready to leave no later than 10 pm.

## Is the pool included in the rental?

No, the pool will remain open during the summer for community use.

## Is alcohol permitted?

Yes

## Are there tables/chairs?

There are 5 six-foot folding resin tables and about 20 folding chairs. These amenities are for the use of Committees and/or Association-sanctioned events first however. There is no expressed or implied guarantee for any features.

## Kitchen/Bathrooms

No kitchen facilities but there are 2 bathrooms.

# Potomac Station Community Association

## Clubhouse Checklist

The following is an “after the party’s over” guideline as to what is required to be taken care of before the deposit will be approved for refund:

- All trash emptied in bathrooms and kitchen and placed in outside totes on deck. If totes are full, the trash must be taken with you.
- Wipe inside of the microwave if used.
- Wipe down all countertops in the bathrooms and kitchen
- Sweep and mop kitchen and bathroom floors
- Sweep hardwood floors. Mop or spot clean as needed.
- Vacuum carpeted area and entry rugs (Vacuum is in closet by bathrooms)
- Remove any and all decorations you provided for your function *including tape* (scotch tape is permitted to be used on the wood moldings only; not on drywall. No nails, tacks or staples may be used!)\*
- MOVE FURNISHINGS TO ORIGINAL LOCATION if moved. Furnishings should be lifted, not dragged. It is advisable to have assistance when moving the furniture to prevent damage to the wood and carpet floors.
- Clean, fold up, and return tables and chairs to closet
- Make sure the side and back doors are properly latched & locked
- Turn all lights off
- Remove all of your items from the clubhouse; the Association accepts no responsibility for items left behind.
- Verify no damage has been done to the movie screen .
- Verify no scratches to wood floor
- Verify no tears in carpet
- Verify no damage to furnishings

\* Some cleaning materials and equipment are provided such as a broom, vacuum cleaner, paper towels, toilet paper, one large trash bag, dishwashing detergent, etc. (You may need to bring additional trash bags as necessary). It is understood that the room will be returned to the condition it was in prior to the rental. This includes the removal of any rental and catering equipment. NO items may be stored in the clubhouse prior to or following the event without management approval. Damage to the clubhouse, inside or out, or its contents, and/or failure to properly clean the facility may result in the loss of your deposit. Additional charges may be imposed if damage exceeds the deposit.

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Lessee Initials

**For emergencies call our 24/7 Customer Care Center at 703-385-1133 or contact the General Manager at [Alysia.Bowman@fsresidential.com](mailto:Alysia.Bowman@fsresidential.com). This will direct you to our on-call service who can address your situation.**

**POTOMAC STATION COMMUNITY ASSOCIATION**

**ACKNOWLEDGEMENT, WAIVER & RELEASE**

In consideration of being allowed to enter and use Potomac Station Community Association pools, community centers, recreational areas and other Potomac Station Community Association facilities, the undersigned, on behalf of themselves and their spouse, children, parents, guardians, heirs and next of kin, acknowledges, appreciates and agrees to use the Association Facilities under the following terms:

1. I understand and acknowledge that using Association Facilities includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist.
2. I hereby waive, hold harmless, indemnify, release and forever discharge the Association, its Board of Directors, members, residents, employees and agents (“Releasees”) of and from all manner of action and actions, causes and causes of action, suits, damages, claims or obligations, and/or any consequential damages arising out of, or related to, or resulting from my use of the Association Facilities, whether arising from the negligence of Releasees or otherwise, to the fullest extent permitted by law.
3. I **knowingly and freely assume all risks**, both known and unknown, even if arising from the negligence of the Releasees or others and assume full responsibility for my use of Association Facilities.
4. I willingly agree to comply with Association rules and policies concerning use of Association Facilities.
5. I hereby warrant and represent that I have not been diagnosed with COVID-19 and am not under order or direction to quarantine, isolate or self-monitor.
6. I hereby warrant and represent that I am not currently experiencing and have not in the last 14 days experienced:
  - a. A fever (100.4 degrees Fahrenheit or higher) or sense of having a fever;
  - b. A cough that cannot be attributed to another health condition;
  - c. A shortness of breath that cannot be attributed to another health condition;
  - d. Chills that cannot be attributed to another health condition;
  - e. A sore throat that cannot be attributed to another health condition; or
  - f. Muscle aches that cannot be attributed to another health condition or specific activity.
7. I hereby warrant and represent that I have not in the last 14 days:
  - a. Had close contact with anyone who is either confirmed or suspected of being infected with COVID-19; or Traveled to a restricted area under a Level 2, 3 or 4 travel advisory according to U.S. State Department (including China, Italy, Iran, most of Europe).
8. I am strictly responsible for the care and well-being of the following persons who are under the age of 18:

\_\_\_\_\_

*(print name)*

\_\_\_\_\_

*(print name)*

\_\_\_\_\_

*(print name)*

\_\_\_\_\_

*(print name)*

and hereby consent to use of the Association Facilities by such persons and incorporate all above-referenced acknowledgments, releases and representations on behalf of each such person.

**WARNING: READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS AND DEPRIVES YOU OF THE RIGHT TO SUE THE ASSOCIATION AND OTHER PARTIES. DO NOT SIGN THIS AGREEMENT UNLESS YOU HAVE READ THE AGREEMENT IN ITS ENTIRETY. SEEK THE ADVICE OF LEGAL COUNSEL IF YOU ARE UNSURE OF THE EFFECT OF THE AGREEMENT.**

**I HAVE READ THIS ACKNOWLEDGEMENT, WAIVER & RELEASE AGREEMENT, FULLY UNDERSTAND THE TERMS OF THE AGREEMENT, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THE AGREEMENT, AND SIGN THE AGREEMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

Name: \_\_\_\_\_

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

Signature: \_\_\_\_\_

Email: \_\_\_\_\_

Date signed: \_\_\_\_\_

Phone Number: \_\_\_\_\_