

THE TOWNS AT SWIFT CREEK
12224 Petrel Crossing
Midlothian, Virginia 23112
SwiftCreek@BoydHomes.com
804-415-4815

THE CLUBROOM USE AGREEMENT

NAME: _____

ADDRESS: _____

HOME PHONE: _____ DAYTIME PHONE: _____

DATE AND EVENT HOURS REQUESTED, 4 HOUR RENTAL MAXIMUM (Include set up and cleaning time, the "Reservation Period". Reservation Period in no event to extend past the posted closing time):

NUMBER OF GUESTS (Maximum limit of 50 people, including guests, caterers and entertainers): _____
PURPOSE: _____

IS CATERER BEING USED? YES NO

NAME OF CATERING COMPANY: _____

I, the undersigned ("Resident"), agree to use The Clubroom at The Towns at Swift Creek ("The Clubroom") in accordance with the following terms and conditions:

1. **Availability.** The Clubroom is available for private use for residents in good standing of The Towns at Swift Creek. The Clubroom shall be used solely for the purpose of a private party by personal invitation and shall not be open to the general public. Resident shall be at The Clubroom at the Towns at Swift Creek throughout the Reservation Period.
2. **Use Fee.** Upon execution of The Clubroom Use Agreement (the "Agreement"), Resident shall pay a fee in the amount of \$150.00 for the use of the Clubroom during the Reservation Period. In addition, Resident shall be responsible for any and all costs arising from Resident's use of The Clubroom.
3. **Rules.** Resident is responsible for complying with any and all of The Clubroom rules and regulations in effect at the time of use ("The Clubroom Rules and Regulations"). A copy of the current The Clubroom Rules and Regulations is attached. If the Representative determines, in his or her sole discretion, that there has been a violation of this Agreement during the Reservation Period, the Representative shall have the right to end all activities and require the immediate vacation of The Clubroom.
4. **Limitation of Liability.** Neither Boyd Homes nor its managers, employees, members, agents or representatives, shall be responsible for the care or protection of Resident or any guests or invitees or their possessions or for any loss or damage of any kind. Resident shall be solely responsible for any and all damages and/or injuries (including bodily injury and death) arising from his or her use of The Clubroom, and shall indemnify and hold harmless Boyd Homes, its managers, employees, members, agents and representatives from and against any and all liability which any of them may incur as a result of any claims, demands, suits or judgments, including reasonable attorney fees incurred in connection therewith, arising from or in connection with Resident's use of The Clubroom or the acts or omission of any persons in The Clubroom during the Reservation Period.

I acknowledge that I have read this Agreement and The Clubroom Rules and Regulations in their entirety and understand that a violation of any type will result in additional charges and/or violation notice.

Signature of Resident/Tenant

Date

EXHIBIT A

The Clubroom Rules and Regulations

1. The individual who signs The Clubroom Use Agreement must be at The Clubroom during the entire Reservation Period and will be responsible for the actions of all guests and invitees.
2. Individuals using The Clubroom must be courteous and respectful of the rights of the other residents of The Towns at Swift Creek
3. **All activities shall be confined to The Clubroom and shall not include use of the Fitness Center or Pool.**
4. Activities must not extend past the posted closing time. The alarm system arms automatically a few minutes after the posted closing time. If you fail to timely vacate The Clubroom and cause the alarm to sound, you will be responsible for all costs and fees associated with creating a false alarm.
5. No drugs or illegal substances of any kind are permitted in or around The Clubroom. The Resident is responsible for preventing the serving of alcohol to minors.
6. No smoking is permitted in The Clubroom.
7. No more than 50 people are permitted in The Clubroom at any time.
8. No animals (pets) are allowed in The Clubroom at any time.
9. Outside doors must be kept closed when air conditioning is on.
10. One adult must be present for every five (5) minors in attendance.
11. All vehicles must be parked in spaces provided. Improperly parked vehicles may be towed at the vehicle owner's expense.
12. No items may be nailed, taped or tacked to the woodwork or walls.
13. Furniture is not to be moved from its current positions.
14. The Clubroom must be clean and free of trash (Resident to supply towels, dishcloths, paper towels, trash bags and vacuum cleaner) and returned to its original condition at the conclusion of the Reservation Period. Specifically:
 - a. All decorations must be removed.
 - b. Floors must be vacuumed, swept and mopped, as applicable.
 - c. Restrooms must be cleaned.
 - d. Tables and chairs must be wiped clean.
 - e. All trash must be bagged and removed.
 - f. The kitchen must be cleaned and all of Resident's items removed from the refrigerator.
 - g. All lights must be returned to their original settings.
15. Individuals using The Clubroom must comply with all applicable local, state and federal laws and ordinances. In no event shall The Clubroom be used for any purpose that may be considered a violation of any applicable local, state or federal law or ordinance.