

Cumberland Community Center Association

P.O. Box 116
New Kent, Virginia 23124
(804) 651-8160

RENTAL APPLICATION effective January 1, 2026

I/We _____, the (Tenant(s), hereby agree to rent the
Cumberland Community Center (the Facility) located at 12540 New Kent Highway, New Kent, VA,
(the Premises) for the purpose of _____ on _____
(Event) (Date)
for the hours of ____:____ to ____:____. I/We agree to pay the Rental Fee of \$400 plus a
(a.m. / p.m.) (a.m. / p.m.)
refundable Deposit (*provided all conditions of Contract were met*) of \$100, for a total sum of
\$500, due and payable to Cumberland Community Center Association in accordance with
the Terms and Conditions of this Contract as written below.

As Tenant(s) signing this Contract, I/We agree whole heartily, jointly and severally, to abide
by all the Rules and Regulations in this Contract as governed by the Cumberland Community
Center Association (the Landlord). _____
(Tenant's initials)

The Tenant and Landlord agree with the following **Terms and Conditions**:

1. This Contract must be signed, and the required Deposit paid in full within seven (7) business days after confirming the event date with the Business Manager. Contract for the Event date will cancel automatically if Deposit remains unpaid after the 7th day. At the time of signing the Contract the Tenant shall pay to the Landlord in trust a security Deposit in the amount of **\$100** that is refundable upon Landlord's completed and satisfactory inspection of facility and premises and receipt of all Facility keys. Deposit will be refunded by Landlord via check made payable and mailed to Tenant within five to seven business days.
 - a. If the event date is four (4) weeks or less from the confirmed Event date, the Deposit must be paid in full within five (5) business days.
 - b. If the Event date is two (2) weeks or less from the confirmed date, the Deposit must be paid in full within two (2) business days via cash or certified funds only. Personal or business checks will **not** be accepted if the Event is confirmed within two (2) weeks or less of submitting the contract.

- c. The Tenant who signed the Contract must be present at the Facility for the entire duration of the Event. The Tenant must be over 21 years of age to sign the Contract to rent the Facility. Tenant must provide a government-issued photo identification to Landlord for verification.
 - d. The maximum capacity of occupants in the building is 250. The Tenant is responsible for ensuring the capacity limit is strictly enforced.
2. Rental fee must be paid in full not less than two (2) weeks prior to Event date. Any Rental fee paid thereafter will be subject to approval by the Landlord and must be in cash or Certified Funds (money order or cashier's check made payable to Landlord). Personal or business checks will not be accepted. Landlord will provide a receipt for cash payment.
3. Tenant must submit to the Landlord a Certificate of Insurance naming Cumberland Community Center Association as additional insured. The Landlord may consider lesser amounts of coverage **except** for events that include alcoholic beverages. Tenants should secure at least \$1 million in general liability coverage per occurrence and \$2 million in aggregate. These amounts are non-negotiable if alcoholic beverages will be present (see item 10). Failure to meet these conditions can result in denied access.
4. There will be a \$50 non-refundable Fee for returned checks (insufficient funds, account closed, or any other reason). If the Deposit check is returned, in order to rent the Facility the Tenant must pay the Deposit and Rental fee in cash or Certified Funds.
5. Tenant may obtain Facility Keys on the day of the event except for the following Event types for the purpose of decorating and/or Event set up.
 - a. **Weddings:** Tenant will be allowed access to the Facility on the day before the Event for an additional fee of **\$300** for Friday or Saturday access. The Facility must only be used for preparation purposes. For example, no bachelor and/or bachelorette parties may be held unless an agreed upon additional fee is paid in full and in accordance with Contract.
 - b. **Early morning events** (start time not earlier than 7:00 a.m.): Tenant(s) **may** be allowed access to Facility on the night before the Event (from 6:00 p.m. to 10:00 p.m.) if no other Tenant has authorized use of the Facility on that previous day for an additional fee of **\$100**.
 - c. **Any other usage** requiring access to the Facility on the day before the Event will require payment of an additional Fee of **\$300** for Fridays and Saturdays, or \$200 for Sundays through Thursdays. Tenant must adhere to all provisions of the Terms and Conditions of this entire Contract.
6. Facility keys must be returned within one (1) calendar day of the event. There will be a **\$35** Fee due and payable immediately for lost or misplaced keys.
7. All Events must end by 1:00 a.m. and Attendees (except Tenant) must vacate the Premises. Events for ages 18 and under must end by midnight (12:00 a.m.). The New Kent Sheriff's Office will be notified of all scheduled Events and may enforce adherence to these end times.
8. The Landlord may require Tenant to obtain the services of security officers (Security) for **Specified Events** (defined below). Security personnel must be certified officers and hold active (up-to-date) licenses issued by the Commonwealth of Virginia. Landlord will verify credentials of Security personnel.
 - a. Security must be present prior to the Event start time and must remain on Premise after the end time **and** after all Attendees, except the Tenant(s), have vacated the Premises.
 - b. The Facility is located in a residential area, and out of respect for our neighbors' rights to peaceful enjoyment of their property, Security is expected to enforce local and state Noise Ordinances, as well as notify the New Kent Sheriff's Office of any disorderly conduct by Attendees at the Event.
 - c. **Specified Events**, include but are not limited to:
 - i. **Private parties:** Tenant must have a Guest List and uninvited guests must not be allowed in the Facility nor allowed to remain on the Premises.
 1. Ages 18 and under must have adult supervision in addition to Security at all times.

2. The number of required Security personnel is contingent upon the number of people on the Guest List. The Facility has a maximum capacity of 250 people. The total number of people on the Guest List, Tenant(s), and hired staff (such as caterers) must not exceed the maximum capacity of 250 people.
 - ii. *Public events*: Events advertised as Open to the Public, whether on social media or by other means/methods of advertising in which the Event includes consumption of alcoholic beverages, whether for sale or “BYOB.”
 - iii. The Landlord reserves the right to require Security at other Events not listed above if deemed necessary. Landlord will give Tenant adequate notice of said requirement.
9. A Trustee(s) or Member(s) the Cumberland Community Center Association (Landlord) may be present or on-call at all scheduled Events.
10. If **alcoholic beverages** are to be present, sold, or consumed at the Event, an official Banquet License must be *obtained* by Tenant from the Virginia Alcoholic Beverage Control Authority (Virginia ABC) at least seven business days prior to the Event. Tenants are strongly encouraged to apply for a Banquet License as soon as possible after execution of this Contract.
 - a. All alcohol must be consumed inside the Facility unless otherwise authorized by VA ABC and said waiver or approval is in writing on the official Banquet License.
 - b. Consumption of alcoholic beverages outside of the Facility may result in attendee(s’) removal from the Premises voluntarily, or by the New Kent Sheriff’s Office or Virginia State Police with the possibility of additional consequences for violation of state and/or local laws, or ABC regulations.
 - c. Tenant’s Banquet License for the Event must be prominently displayed for the duration of the Event.
 - d. If the Tenant fails to qualify for and obtain a Banquet License for the Event, alcoholic beverages must not be available or consumed in the Facility or on the Premises.
 - e. Tenant’s failure to abide by these rules may result in cancellation of the Event, disruption of the Event by the Landlord or Law Enforcement to shut down the Event, require all occupants except Tenant to leave the Premise and/or forfeiture of all fees paid by the Tenant to the Landlord.
 - f. The Banquet License holder must be present for the duration of the Event. License holder is responsible for the conduct of all Attendees who consume alcohol on the Premises and in the Facility.
 - g. Open containers cannot be brought or carried into the Facility. Having open containers in public is illegal in Virginia.
 - h. Please initial that you have read and understand the requirements regarding alcoholic beverages on the Premises and/or in the Facility. _____

11. Facility use limitations:

- a. Tenant must not allow tables, chairs, or other hard objects to be dragged across the floor. The landlord provides rolling racks that must be used to bring table and chairs from the storage room into the main area.
- b. Only fireproof/fire resistant decorations may be used in the Facility. Only hurricane lamps or covered candles are permitted to have flames.
- c. Nails, screws, or other material subject to causing damage cannot be inserted or adhered to walls, floor, or ceiling. Glue is not permitted for hanging decorations on ceiling or walls.
- d. No live animals (i.e., non-human living beings) of any kind are permitted on the Premises unless otherwise **required** by law (such as service animals for persons who are visually impaired).
- e. Absolutely no fireworks, such as sprinklers or smoke bombs, are permitted in the building.
- f. Windows and doors should not be propped and/or left open for an extended period.

- g. Attendees should not be allowed to participate in roughhousing, horseplay, or other dangerous activities on the Premises that could result in injury. The Landlord is **not, nor** is its insurer, responsible for accidents or injury to Attendees or Tenants.
- h. Landlord is not responsible for theft or damage to Attendees or Tenants property.
- i. No smoking in the Facility, including cigarettes, marijuana, or vaping. Smoking is permitted on the portico at the front entrance. No illegal substance use, distribution, or sales are permitted on Premises.
- j. **Weapons Prohibition**
 - i. *To ensure the safety and comfort of all guests, **the possession, carrying, or use of firearms or any other weapons is strictly prohibited on Facility property.** This prohibition applies to all renters, guests, contractors, vendors, and any other individuals attending or supporting the event. For the purposes of this policy, “weapons” include but are not limited to:*
 - 1. *Firearms of any kind (whether concealed or openly carried),*
 - 2. *Ammunition,*
 - 3. *Knives with blades longer than three (3) inches (excluding standard kitchen/serving utensils),*
 - 4. *Tasers or stun guns,*
 - 5. *Explosive devices, fireworks, or incendiary materials,*
 - 6. *Any object intended or used to threaten, harm, or intimidate another person.*
 - ii. **Exceptions**
*This policy does **not** apply to:*
 - 1. **Law enforcement officers** acting within the scope of their official duties and presenting appropriate identification, or
 - 2. *Situations expressly authorized in writing in advance by Facility management.*

12. After Event Requirements:

- a. The Facility, including the kitchen, range, refrigerator, sink, and both restrooms, must be cleaned after the Event by 9:00 a.m. on the following day. The Premise (parking lot) must be free from trash and debris.
 - b. The kitchen stove/range, indoor lights, and outdoor lights must be turned off.
 - c. All tables and chairs must be neatly placed back in the storage room.
 - d. All food, trash, decorations, setups, and supplies must be removed from the Premises.
 - e. The floor must be swept; spills and spots on the floor must be mopped with **clear** water.
 - f. Arrangements can be made with Landlord prior to the Event to have properly bagged trash removed for an additional fee of \$50.
 - g. Unattended trash left by the Tenant will be subject to forfeiture of the Deposit.
 - h. Unattended vehicles left on the Premises are subject to be towed at the expense of the registered owner.
 - i. The Landlord will not be responsible for any items left on the Premises.
 - j. Facility windows and doors must be locked upon departure and key(s) returned to the Landlord within one (1) calendar day or an additional fee of \$25 must be paid.
13. If the Event must be cancelled due to unforeseen circumstances and Landlord is notified within a minimum of two (2) weeks prior to the Event, all fees will be refunded to the Tenant and the Contract will be voided accordingly. All other cancellations, except one not the fault of the Tenant such as Acts of God, will be subject to a cancellation fee and/or forfeiture of Deposit and/or funds paid.
14. The Landlord agrees to furnish the Tenant with a clean Facility to include the following:

- a. Folding tables and chairs;
 - b. Clean restrooms with toilet paper, hand soap, and paper towels;
 - c. Trash cans with extra-large plastic trash bags;
 - d. Kitchen facility with use of appliances;
 - e. Broom, mop, and mophead.
15. The Landlord agrees to allow the Tenant free access to the Facility for the purpose of examining and/or making needed repairs or alterations (within reason **and** with Landlord's written approval), and/or in accordance with Section 5 of this Contract.
16. Tenant(s) agree(s) to not remove or damage, and will not allow Attendees to remove or damage, any property belonging to the Landlord.
17. Tenant's Deposit will be refunded after Landlord's completed satisfactory inspection of the Facility and Premises. The Landlord reserves the right to withhold all or part of the Deposit for any of the following reason(s):
- a. Facility is not properly cleaned;
 - b. Tables and chairs are not racked properly in storage room;
 - c. Broom, mop, bucket and Landlord's other cleaning equipment are stored improperly;
 - d. Trash is not properly disposed of including trash and debris in the parking lot;
 - e. Facility and/or Premises are damaged;
 - f. Tape, balloons, hooks, thumbtacks, or other items are left on the walls and/or ceilings.
 - g. Landlord's property/items are missing;
 - h. Infractions of the terms and conditions of this Contract;
 - i. Disorderly conduct (*as defined by Code of Virginia §18.2-415*) or lewd behavior that warrants response from Law Enforcement, including Virginia State Police, and/or New Kent Sheriff's Office.
- Tenants are responsible for all Attendees and their actions and conduct while on Premises.
18. The Landlord reserves the right to cancel the Event and retain Tenants' fees and/or Deposit before or during the Event for any of the following reasons:
- a. False information is provided on contract;
 - b. Failure to pay all fees;
 - c. Failure to obtain Banquet License, if applicable.
 - d. Failure to comply with Banquet License terms and conditions outlined in Section 9 of this Contract.
 - e. Breach of Contract;
 - f. Infractions, disorderly conduct, lewd behavior that warrants response from Law Enforcement;
 - g. Total number of Attendees exceed Facility capacity;
 - h. Failure to comply with Noise Ordinance;
 - i. Failure to comply with Contract Terms and Conditions.

I/We, the Tenant(s), have read this contract thoroughly and I/We understand the Terms and Conditions, Rules, Regulations, and conditions under which the Premises (Facility and Grounds) will be used and I/We agree to abide by all terms and conditions. I/We understand that any violation of Rules, Regulations, and/or Breach of Contract will result in cancellation of the Event and/or forfeiture of all Deposits and/or Fees paid.

This Lease Agreement (Contract) is made and entered into on the _____ day of _____, 20____, by and between the Landlord (Cumberland Community Center Association) and the Tenant(s) listed below:

Tenant/Applicant 1:

Print name

Date

Signature

Phone #: _____

Email: _____

Mailing address: _____

Tenant/Applicant 2:

Landlord:

CCCA Authorized Representative)

Print name Date

Signature

Phone #: _____

Email: _____

Mailing address: _____