

Bell Creek Single Family Residential Owners' Association
Clubhouse Rental Agreement

Bell Creek Single Family Owners' Association is proud of its Clubhouse and hopes you will enjoy using it. We also hope you will treat it as you would your home and preserve it for the enjoyment of others. Please contact the Bell Creek Clubhouse Committee at bellcreekclubhouse@gmail.com with your questions or concerns about the Clubhouse.

For emergencies at the Clubhouse call:

911, Hanover County at (365-6140), or Community Group at (270-1800)

Mail signed rental agreement, rental fee, and security deposit payable to
Bell Creek Single Family HOA to
Gabe Crouch,
Community Group,
3901 Westerre Parkway, Suite 100
Richmond, VA 23233

Listed below are rules and procedures adopted for all who use the Clubhouse:

1. The Clubhouse may be rented by Bell Creek homeowners. Reservations are on a first come, first served basis.
2. All Clubhouse reservations must be made through the Bell Creek Clubhouse committee bellcreekclubhouse@gmail.com. Reservations may be made no more than 12 months in advance.
3. This agreement must be completed, signed and returned to Community Group with any rental fee and deposit to secure your date.
4. No fee will be charged to Bell Creek Single Family clubs (those approved by the Board of Directors and are open to the entire community), but a \$300 security deposit will be required.
5. No fee or security deposit will be charged to Bell Creek Single Family committees (Modifications, Recreation, Communications, etc.) as long as there are no damages.
6. There will be a \$160 rental fee plus a \$300 security deposit. These payments should be made in two separate checks, made payable to Bell Creek Single Family HOA. For security reasons, cash will not be accepted. Payments of the rental fee and security deposit are due within one month of the time that the reservation is made.
7. The Clubhouse is available for rental between 9:00 a.m. and midnight. All persons must vacate the premises by midnight.

- 8. The security deposit** will be refunded provided there are no damages to the Clubhouse or surrounding area, no items are missing, the building is left secure with no doors or windows left unlocked, the premises are left in an orderly condition, no unusual or excessive cleaning needs to be done, and no noise complaints are received. **If the building is left unlocked, your entire deposit will be forfeited.** Any charges made against the deposit will be explained. The cost of cleaning or repairing damages will be deducted from the deposit. If the cost of cleaning or making repairs exceeds the amount of the deposit, the renter will forfeit the deposit and pay the Association the difference within ten days of receipt of a written explanation of the charges.
- 9.** Coordinate with the Bell Creek Clubhouse Committee to open the clubhouse and to secure the clubhouse at the end of your event.
- 10.** If the event is canceled less than two weeks prior to the event, the rental fee will not be refunded.
- 11.** If a Clubhouse event is cancelled, 24 hours notice must be given. If proper notice is not given, the security deposit may be forfeited.
- 12.** Private functions shall be attended by and under the supervision of the renter at all times.
- 13.** Only the Clubhouse may be rented. Clubhouse renters and their guests are not permitted to use the swimming pool, tennis courts, storage rooms or snack bar.
- 14.** No more than 100 guests are permitted in the Clubhouse at any event.
- 15.** Animals are not allowed in the Clubhouse.
- 16.** No fees for admission or refreshments may be charged, nor shall the Clubhouse be used for sales purposes or to realize a profit in any way. Bell Creek Community Sponsored Events will be exempt.
- 17.** No obnoxious or offensive activity shall be permitted nor shall anything be done that annoys or is a nuisance to anyone in Bell Creek.
- 18.** No illegal activities are permitted.
- 19.** All persons using the Clubhouse must comply strictly with the Hanover County noise ordinance. Music and noise must be reduced at 10:00 p.m., so as not to disturb neighbors. Police reports about noise will result in a loss of the security deposit.
- 20. Alcoholic beverages** are allowed, provided it is disclosed on the rental application and assuming compliance with all regulations of the Virginia Department of Alcohol Beverage Control. Alcohol must be complimentary in nature and may not be sold on the premises. All alcohol must be removed from the property at the end of the event, and no alcohol may be left in the Clubhouse the night before the event. If you serve alcohol at your event, it must stay in the Clubhouse. Alcohol may not be served to anyone under the age of 21 years or anyone who is intoxicated. Smoking is not permitted in the Clubhouse at any time. Guests may smoke outside of the Clubhouse, but cigarette butts must be properly disposed of.
- 21.** Prior to holding an event, the renter should check the condition of the Clubhouse and immediately report any damages to Community Group. If this is not done, the renter will be considered responsible for all damages found after the event.

22. No birdseed, rice, confetti or sparkles may be used on the premises.
23. **No decorations may be attached to the walls. No tape, thumbtacks or nails are permitted. Failure to comply may result in a loss of the deposit.**
24. The Clubhouse furniture must remain inside the building at all times. Please lift tables and chairs instead of dragging them across the floor. Any furniture that is moved must be returned to its original location at the end of the event.
25. CLEANING: Clubhouse renters are responsible for cleaning up after the event and must use their own cleaning supplies and vacuum cleaner. Cleaning includes, but is not limited to, **removal of all trash from the premises**, cleaning of all floors, restrooms, kitchen facilities and appliances. Carpets must be vacuumed, tables and countertops wiped clean, and doors and windows wiped clean of smears. Trash left in or around the Clubhouse will result in a deduction from the security deposit.
26. After any event, remove any items in the refrigerator, turn off all interior lights, and leave the Clubhouse as you found it. Please walk around the Clubhouse and confirm that every door and window is locked.
27. Clubhouse food, drinks, paper products, coolers, etc. are not to be used by Clubhouse renters or their guests.
28. Bell Creek Single Family Residential Owners' Association is not responsible for lost or stolen articles.

Notice of Liability:

1. I assume all responsibility, risks, liabilities and hazards incidental to the activities applied for (including, but not limited to, the serving of alcoholic beverages). I agree to indemnify and hold harmless the Bell Creek Single Family Residential Owners' Association, its officers, directors, employees, agents and members present, past and future from any and all charges, claims, costs, causes of action, damages and liabilities (including, but not limited to, attorneys' fees) for any and all injuries to either person or property, which arise from or are in any way related to the above activity, rental or use of the Clubhouse.
2. I agree that no alcoholic beverages will be served to anyone under the age of twenty-one (21) years of age. If the Association determines or observes intoxicated guests or minors being served alcohol, the Association reserves the right to terminate the function and ask your guests to leave.
3. I assume all responsibility for the actions and behavior of all persons present at, attending, or in any other way related to my function and agree to be personally responsible for causing all such persons to comply with the Bell Creek Single Family Protective Covenants, Bylaws and Rules and Regulations. Failure to comply may result in forfeiture of my deposit.
4. I understand that I am being granted exclusive use of the Clubhouse for the time period described above, subject to the right herein reserved by the Association to enter the facility and terminate my use thereof should the conduct of any person using the facility endanger the health, safety or well-being of any person or constitute a threat to any property.
5. I am at least twenty-one (21) years of age and will be in attendance at my function. I agree that the rented facility will be used for lawful purposes only and that if any conduct at the function I am sponsoring violates federal, state or local laws or ordinances, my rights to use the Clubhouse under this agreement shall terminate and the Association shall have the right to take possession of the Clubhouse and instruct my guests to leave the property.
6. I agree that all deposits, fees and expenses incurred by the Association as a result of the use of Clubhouse under this agreement shall be considered an assessment and constitute a lien against my property and shall be fully collectable as provided for by the Association's Bylaws and relevant Virginia statutes. Subject to the noted deductions, the deposit will be refunded in whole or in part.
7. I understand that my reservation of the facility on the aforementioned date will not be confirmed nor will this agreement be binding until such time as this agreement has been executed by the Association or its agent.

By my signature, I certify that I understand and agree to abide by all of the terms stated above.

Name of Homeowner _____

Address _____

Phone Numbers (home) _____ (work) _____ (cell) _____

Type of Event _____ Number of Guests Expected _____

Date _____ Start time _____ End time* _____

*The time when the site will be cleaned and vacated

Time you would like to schedule for the Committee to unlock the clubhouse: _____

Will alcohol be served? _____

Will you be using a catering service? If yes, list company name, phone number, contact person, and time of arrival for set up:

Will you be renting any furniture (chairs or tables)? If yes, list rental company name, phone number, contact person, time of drop off and pick up:

Will you have hired entertainment? If yes, list contact name, phone number and arrival time for set up:

Homeowner's Signature _____ **Date** _____

Payments Received by Community Group:

Rental Fee Amount: \$ _____ Received by _____ Date _____

Deposit Amount: \$ _____ Received by _____ Date _____

Deposit Returned:

Amount Returned: \$ _____ Returned by _____ Date _____

Notes: _____