# **Hiddenbrook Clubhouse Rental Contract**

Clubhouse Reservation Date: (This reservation date can only be cancelled or rescheduled 5 days before rental date for a full refund)			
Homeowner	S&T Member		_Non-Member
Start Time:		_ End time:	
Nature of Event: _			
Number of Guests	:		
Name: (Must be co	ontract holder)		
Address:			
Main Contact Pho	ne#		
Alternate Phone #			
EMAIL			

#### I understand and agree to the following:

- 1. I have read and agree to the attached 'Rental Policy Information' packet and understand that I am responsible for the condition of the facility, including the grounds, after I have used it on the above date.
- I agree to leave it in the same clean condition in which I found it. I further agree to be wholly responsible for the actions of all my guests and to allow deductions from my security deposit for any repair, replacement, cleaning necessitated by my negligence, and/or willful acts of my guests or myself.
- 3. I understand that the clubhouse is a Non-Smoking facility both inside and outside on the decks or grounds.

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- 4. I understand that cleanup must be completed within the reserved time. The rental space can only be reserved until 1:00 am. (No exceptions).
- 5. Rental time cannot be extended at time of the event. If event runs over end time, renter agrees to charge of \$25.00 per hour to be deducted from security deposit.
- 6. No barbequing or grilling is allowed on the clubhouse decking. The pool deck is not considered part of the clubhouse rental and no entry is permitted via the deck stairs.
- 7. Rental occupancy applies to the club room level only. Guests are not permitted to enter the lower level.
- The facility must be left in the same condition in which I received it, the rental checklist must be completed and signed, and any extenuating circumstances must be communicated before rental begins.
- 9. The facility will not be rented to Hiddenbrook Homeowners or Swim & Tennis Members whose dues are in arrears or are otherwise not in good standing with the Association or Club.
- 10. I agree to pay the \$500.00 security deposit and rental fee via check and submit it in time to clear the bank before rental date. I understand that during inspection after the event, photographs may be taken but are not required proof of damage or basis for deductions. I understand and agree that if damages are more than \$500.00, collection actions will be taken to satisfy the charges incurred by Hiddenbrook.
- 11. I agree to cancel, if necessary, no later than 5 days in advance of the rental date. If cancellation occurs in less than 5 days of the event, all rental dues will be forfeited and only the security deposit will be returned.

I agree to defend, indemnify and hold harmless, the Renter, its Principals, Agents and Employees from and against all liabilities and expenses including, without limitation, attorney fees related to any loss or damage arising from the above identified event.

I understand all of the terms and conditions in this agreement indicated by my signature below:

Renter	Date
Hiddenbrook Representative	Date



Mailing Address: PO Box 582 Herndon, VA 20170 Physical Address: 1508-A Sadlers Wells Dr, Herndon, VA 20170 Phone: 703-318-7159

# **RENTAL POLICY INFORMATION**

Renter is responsible for picking up the key between the hours of 2:00 -5:00 p.m. on Tuesday or Thursday from the property manager at the clubhouse the week of the event. Failure to do so may result in forfeiture of payment and the possibility of the space being released to another renter.

#### Facilities Usage:

Homeowners or Swim & Tennis members not in good standing may not rent the clubhouse. None of the facilities may be rented for the use of fund raising purposes without prior approval from the HOA Board. Periodic requests for regular, recurring use of the facility must be approved by the HOA Board. "Rental space" applies only to the large clubhouse room and does not include the pool, pool deck areas, or tennis courts.

#### Alcohol:

**The sale of alcohol is strictly prohibited.** Renters are permitted to serve alcohol and are expected to monitor the service of any alcohol they provide during the event. All Swim & Tennis members and outside renters must obtain a banquet license from Virginia ABC. It is recommended that renters obtain this license well in advance of the event to avoid the need to appear in person at the ABC office in the city of Alexandria. License information can be viewed at <u>www.abc.virginia.gov/licenses/get-a-license</u>. Hiddenbrook Homeowners are not required to obtain an ABC license in order to serve alcohol.

#### **Reservations**

Facility space is rented on a "first-come, first-serve" basis with priorities given to homeowners, Homeowner Association functions and Swim & Tennis members. Homeowners and S&T Members are not permitted to rent the facility on behalf of their friends or relatives. Any evidence that violation of this requirement has occurred will result in denial of future rental privileges to that homeowner or member.

#### <u>Hours</u>

The facility may be rented Monday – Sunday 10:00am to 1:00am. The facility may not be used past 1:00am without prior approval from the HOA Board. **Ample time for setup before the event and cleanup after the event must be planned and included within the allotted eight (8) hour rental contract.** Entry into the building before the contracted time, or occupying the building after the contracted time, will result in additional hourly charges of \$25.00 per hour and will be subtracted from the security deposit.

#### **Room Specifications**

Room size: 30'x50'. Maximum capacity: 75 people. Restroom: 1 – Unisex Entry: Second floor via stairs. The building is not wheelchair accessable.

#### **SMOKING**

Smoking is prohibited inside the facility or anywhere outside on the grounds.

#### **Member Reservations**

Responsibility for the facility use lies with the homeowner or Swim & Tennis member who signed the contract. Payment for the rental must be submitted by the same individual who signed the contract. A completed contract, rental fee and security deposit must be received by the HOA management representative to finalize a reservation. Cancellations must be received 5 days before the event date or rental fee will not be returned. Security deposit will be returned within approximately 30 days of cancellation.

#### Non-Member Reservations

Renters who are not Hiddenbrook homeowners or Swim & Tennis members must abide by the same rules and regulations as homeowners and members. The rental fees are structured differently for non-members but the payment and security deposit procedures are the same. A completed contract, rental fee and security deposit must be received by the HOA management representative to finalize a reservation. Cancellations must be received 5 days before the event date or rental fee will not be returned. Security deposit will be returned within approximately 30 days of cancellation.

#### **Reservation Status:**

A rental contract is considered binding once the contract has been signed by the renter, approved by the HOA representative, and the funds clear at our bank. A completed and signed rental contract must be initialed on each page and a standard Post Function/Event Cleanup Checklist (left on the kitchen counter) must be filled out and signed. The person who signs the contract is expected to be present at the event and is responsible for adhering to all rules and preventing any damage to the facility.

#### Lost Key Charge

Failure to return facility keys at the end of rental will result in a charge of \$25.00 and will be deducted from security deposit.

#### **RENTAL FEES:**

All rental fees and a refundable security deposit are due at time of application. The funds will be deposited immediately and a refund will be issued after the facility is inspected and within approximately 30 days after rental.

#### **Rental Contract:**

To reserve the Clubhouse Facility, a rental contract must be completed, signed and returned to the facilities manager two weeks before the requested rental date. Residents must be current on their homeowner dues and Swim & Tennis members must be current on their annual dues in order to rent the facility. Members must be present at the event and may NOT rent the facility for other parties. Each page of the rental contract must be initialed by the person legally accepting terms of the contract.

#### **Minors**

Any rental with participants under the age of 18 is required to have at least one adult chaperone for every ten minors present during the event.

#### Payment & Security Deposit:

Payment is accepted in the form of check only. Deposit and rental fees must be paid in one check made out to Hiddenbrook Homeowners Association. All renters must pay the security deposit of \$500.00. If the facility, including the outside grounds and parking lot, have no damage and are left in an acceptable and clean condition, the deposit will be refunded within approximately 30 days.

Renter Initial Here

If there are damages to the building or our equipment, or cleaning fees are incurred to prepare the facility for the next rental, the entire deposit or a portion thereof will deducted from the refund to the renter. The decision of the amount to be refunded to the renter is solely up to the HOA and will not be refunded until the facility has been inspected by a HOA Board representative. Renters must pay for any damages which exceed the deposit. Failure to do so may result in legal action, including a lien against the homeowner(s) property, lawsuit or placement with a collection agency.

### Equipment

12 ea 6' rectangular tables	5 ea 8' rectangular tables
100 chairs	92 parking spaces
1 wall mounted projector screen	Kitchen: Stove/Oven – Fridge – Microwave
Vacuum cleaner, broom and Swiffer	Basic cleaning chemicals
Room size 30' x 50' - Carpeted	Not wheelchair accessible

\*No HOA equipment may be removed from the club room.\*

#### **Decorations:**

No decorations or temporary fixtures may be affixed to the building or any architectural feature with nails, tacks, staples, or any application that will cause irreversible damage. Only the "painters" tape provided by our facility representative may be used on walls or ceiling. If tape is used on windows they must be cleaned. Silly String, glitter, birdseed, thrown rice, and confetti of any type are prohibited inside the facility. All candles must be contained inside a glass container taller than the top of the candle flame.

#### **Caterers**

Renters may choose to employ an outside caterer for their event. Caterers are required to abide by all the policies outlined in the Rental Contract. All food and beverages must be removed from the facility after the event and all trash put in the dumpster outside.

Ice, food waste or beverage items may not be dumped onto soil or landscaping anywhere on the premises by guests or the catering staff. No food items or equipment may be left at the facility without prior consent by the HOA representative

### Heating / Air Conditioning

A new HVAC unit has been installed but unless the interior and exterior doors to the large club room are kept closed, the unit will still be overloaded and fail to function properly. The thermostat can be adjusted to accommodate temperature requirements but is still subject to the number of guests in the room. To facilitate proper temperature, keep all doors closed.

#### <u>Noise</u>

This facility is located in the midst of residential homes and noise is a very concerning factor. If music is going to be played, live or electronic, the doors must be kept shut. Any activity outside the facility, on balconies or walkways, must not disrupt the quiet surroundings of the community. Fairfax County has specific sound level restrictions and if the police are called by neighbors more than once, the event will be shut down, the deposit will be forfeited and future rentals will be denied.

#### **Fireworks**

Absolutely no fireworks are permitted on the entire premises.

#### <u>Animals</u>

Animals, with the exception of service animals, are not permitted inside the facility without prior approval by the HOA representative.

#### Parking

Vehicles shall not be parked on the grass, in any fire lanes, or in any way that inhibits the normal flow of traffic. Vehicles may not be left overnight in the parking lot.

#### Personal Property

Hiddenbrook Homeowners Association is not responsible for any valuables or personal property left on the premises.

# **Hiddenbrook Clubhouse Rental Rates**

# **Resident or Swim & Tennis Member Rates:**

Full day rental		Additional hours beyond the initial 8 are
Any 8 hour span	\$150	\$25/hr. Set up & Clean up must be performed
		within the time specified on your contract

## Non-resident or Non- Swim & Tennis Member Rates:

Full day rental		Additional hours beyond the initial 8 are
Any 8 hour span	\$500	\$40/hr. Set up & Clean up must be performed
		within the time specified on your contract

A deposit of \$500 is required in conjunction with rental fee at the time of booking. The deposit will be refunded after the rental as long as the facility is left clean and free of damage.

RENTER FILL OUT THIS SIDE ↓ CLUBHOUSE RENTAL CHECKLIST	INSPECTOR FILL OUT THIS SIDE	
[] Make sure all trash is picked up and placed in proper containers including the restroom	[]	
Wipe clean and return all equipment to its original placement, and chairs and tables to thei appropriate storage closets	ir []	
[] Remove any remaining painters tape and balloon ties used for displaying decorations	[]	
[ ] Clean the restroom sink and toilet and empty the trash	[]	
[] Clean microwave (use kitchen sponge and dish detergent) wipe dry		
[] If stove and oven are used, clean them	[]	
[] Clean all countertops and wipe dry	[]	
[] Clean refrigerator, wipe dry, and remove all food		
[] Make sure all kitchen utensils and items are put back in place & any linens are put on drain	board []	
<ul> <li>Sweep &amp; use Swiffer wet mop on kitchen floor</li> <li>* MAKE SURE FLOOR IS NOT STICKY</li> </ul>	[]	
[] Vacuum carpet with vacuum located in chair closet (extension cord provided to reach all are	eas) []	
[] Sweep & Swiffer foyer floor	[]	
Turn off: all lights, fans (using the wall controls), oven and any other equipment used	[]	
[] Take ALL trash to outside dumpster		
<ul> <li>Make sure clubhouse is <u>totally</u> clean before leaving premises</li> <li>* NO FOOD PARTICLES LEFT ANYWHERE-INCLUDING TRASH RECEPICALS</li> </ul>	[]	
MAKE SURE EMERGENCY EXIT DOOR IN BACK OF MAIN ROOM AND ALL OTHER DOORS AR           CLOSED TIGHTLY AND PLACE RENTAL KEY IN MAIL SLOT ON THE FRONT DOOR AS YOU LEAR		
Please provide any feedback on the clubhouse facility or equipment on the back of th	is form.	
Renter: Reviewer:		
Date: Date:		

Hiddenbrook Homes Association 2017