

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 to

Bell Creek Single Family HOA
C/O Charles Britton
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 or Board approved organizations. Reservations are on a first come, first served basis. Members must be current on their HOA assessments or fees in order to rent the facility.
2. All Clubhouse reservations must be made through the Bell Creek Clubhouse committee at 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 (Arc, Social, 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 10:00 a.m. and midnight. All persons must vacate the premises by midnight.
8. **The security deposit check** will be shredded by Community Group 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, all blinds are to be closed, 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. No keys will be issued. You will be assigned a code to use on the front door of the clubhouse on the day of your Pre Rental walk through.
10. If the event is canceled less than two weeks prior to the event, the rental fee will not be refunded.
11. Prior to holding an event, the renter will be scheduled to have a Pre Rental walk through with the Bell Creek Clubhouse Committee representative to check the condition of the Clubhouse. The renter and Bell Creek Clubhouse Committee Representative will then sign a Pre Rental Walk Through agreement that acknowledge any deficiencies within the Bell Creek Clubhouse. If this is not done, the renter will be considered responsible for all damages found after the event.
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, playground, 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, alcohol or any other service may be charged. The Clubhouse may not be used for sales purposes or to realize a profit in any way without consent from the Bell Creek Clubhouse Committee and/or the Board of Directors. Bell Creek Community Sponsored Events will be exempt.
17. 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.
18. No obnoxious or offensive activity shall be permitted nor shall anything be done that annoys or is a nuisance to anyone in Bell Creek.
19. No illegal activities are permitted.
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.
21. **Smoking** is not permitted in the Clubhouse at any time. Guests may smoke outside of the Clubhouse; cigarette butts must be properly disposed of in provided container.
22. **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.
23. 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.**

24. 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 and close all blinds.
25. No birdseed, rice, confetti or sparkles may be used on the premises.
26. **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.**
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.
29. Bell Creek Single Family Residential Owners' Association reserves the right to cancel a reservation in the event that the Clubhouse suffers damage or other reasons that cannot be corrected prior to the reservation date scheduled. Such a cancellation by Bell Creek Single Family Residential Owners' Association will result in a full refund of both use fee and deposit to the homeowner.

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 understand that Digital Security Surveillance using video and audio may be used for purposes relating to security of buildings and property or the deterrence or detection of criminal activity, including theft, vandalism, or other property damage. In furtherance of these purposes, Digital Security Surveillance using video and audio may be used to monitor exterior and interior areas of Bell Creek Homeowners Association property and common areas where there is no reasonable expectation of privacy.
3. I understand that access to video surveillance and surveillance records shall be secured and restricted to the Bell Creek Single Family Board of Directors and Bell Creek Clubhouse Chair. The Digital Security Surveillance cameras are not monitored on either a regular or consistent basis. In normal operating conditions, video surveillance footage will automatically be erased or overwritten by the recording device every 7 days. Any recording associated with a specific security incident or event is converted into a permanent video clip and are stored for the duration of the investigation. Recorded Digital Security Surveillance is not made directly available to Bell Creek Residents or the general public.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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 and Information of Homeowner/ Sponsor _____

Address _____

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

Name and Information of Sponsored Party: _____

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

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 Shredded: Y or N Date Shredded_____

Notes: