



Bell Creek Clubhouse
 9001 Brigadier Road
 Mechanicsville, VA. 23116
 Voicemail (804) 569-0380
bellcreekclubhouse@gmail.com

BELL CREEK FACILITY GUIDELINES, RULES AND REGULATIONS

Member Rental Agreement

*Reservations are First Come, First Served
 Reservation requests can be secured no more than 12 months in advance.*

Fees	
Full Day (10am-12am)	\$160 Rental Fee \$300 Refundable Security/Damage Deposit Reservations can be made up to 12 months in advance
Partial Day (4-hour blocks) Available times: 10am-2pm, 11am-3pm, 4pm-8pm, or 5pm-9pm, 8pm-12pm <i>*Arrangements may be made for a different block if Clubhouse does not have other rentals on your desired date. Must be approved by Clubhouse Committee.*</i>	\$75 Rental Fee \$300 Refundable Security Deposit Reservations can be made up to 30 days in advance
Optional Cleaning Services (see item #11)	\$100

Bell Creek Single Family Homeowners Association
 2019 Member Clubhouse Rental Agreement
 (*subject to change)

Bell Creek Single Family Homeowners 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 about renting 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 Jennifer Malkus, Community Group
 3901 Westerre Parkway, Suite 100
 Richmond, VA 23233

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

For the non-member policies & fees, please see separate rental agreement located on our website

Reservations, Access, Rates and Deposit:

1. The Clubhouse may be rented by Bell Creek homeowners, Board approved organizations, or non-members. Reservations are on a first come, first served basis and reservations can be made no more than 12 months in advance. Members must be current on their HOA assessments and fees to reserve and/or rent the facility. Rental of the Clubhouse does not include or allow use of the pool, playground, or tennis courts.
2. Bell Creek Single Family clubs (those approved by the Board of Directors and are open to the entire community) will not be charged a rental fee although annually, a \$300 security deposit and a signed rental agreement will be required. All the rules and procedures outlined in this agreement are applicable and must be adhered to in order to avoid charges against the deposit.
3. Bell Creek Single Family Committees (Arc, Social, Communications, etc.) will not be charged a fee or require a deposit if the clubhouse is cleaned after each use and there are no damages.
4. **All Clubhouse rental** availability inquiries must be made through the Bell Creek Clubhouse committee at <mailto:bellcreekclubhouse@gmail.com>. *Please note: This inquiry does not secure your rental.*
5. **Our Clubhouse is available** for access between 10:00am and midnight. (Unless pre-arranged with the Clubhouse Committee via email for earlier access.) The facility can accommodate a maximum of no more than 180 people. Any person(s) associated with your event must vacate the premises on or before midnight. To comply with Hanover County Noise Ordinance, all music and noise must be reduced at 10:00 p.m. so as not to disturb others. Police reports about noise will result in a loss of your security deposit. No illegal activities are permitted.
6. **For hourly rentals it is imperative** that all person(s) associated with your event vacate the premises at the end of their 4-hour rental time allotment. This 4-hour time frame includes *your* cleaning of the facility.
7. **To reserve the Clubhouse** and secure an event date and time, this agreement must be completed, signed and returned to Community Group with the rental fee and deposit in two separate checks; **made payable to Bell Creek Single Family HOA**. Cash will not be accepted. Once agreement paperwork and fees are confirmed received by Community Group, you will get a confirmation email from the Clubhouse Committee for your reservation.
 - A. **Your inquiry date is NOT secured until you get an email from the committee, per above.**
8. **The reservation fee(s) are non-refundable** unless your event is canceled, in writing, to bellcreekclubhouse@gmail.com more than *one hundred and twenty* days, (4) months prior to your rental date/event.
9. **The security/damage deposit is refundable** providing the building is left secure with no doors or windows left open or unlocked, all of the furniture is clean and put back in its original position, there are no damages to any equipment or property, no items are missing, there are no unusual odors or excessive cleaning needed, and/or there are no noise calls made to the Hanover County Sherriff's Office. The security/damage deposit is shredded by Community Group after a post walk through is completed by the Clubhouse Committee.

10. **Access to the Clubhouse** for your event will be provided during a pre-event walk through. The renter is responsible for scheduling a pre-event walk through with the Clubhouse representative as soon as possible via bellcreekclubhouse@gmail.com. This walk through will be held within five (5) to seven (7) days of the scheduled event date. The renter's failure to schedule a pre-event walk through, will result in the renter assuming responsibility for all damages in the clubhouse after the event.

Note: 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 (10) days of receipt of a written explanation of the charges.

Clubhouse Banquet and Event Venue Rules:

11. **CLEANING:** Renters have two options available to them. Renters may clean up after the event themselves or prepay a cleaning fee to have the facility cleaned for them.
 - A. **If the renter chooses to clean themselves,** renters 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.
 - B. **If renters choose to prepay for the cleaning service,** the service will include: cleaning of all floors, restrooms, kitchen facilities and appliances, carpets will be vacuumed, tables and countertops wiped clean, and doors and windows wiped clean of smears. Renters are still required to remove all trash and place in trash cans behind the clubhouse. Trash left at or around the facility will result in a deduction from the damage deposit. **Additional fees may be assessed to cover any additional cleaning costs.**
12. **Alcoholic beverages:** If alcohol will be on the premises, it must be disclosed on the rental application and must comply 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 to anyone who is intoxicated.
 - A. If you are a Bell Creek Community lot owner hosting a private function, no ABC license is required when alcohol is provided or consumed.
 - B. However, if your event was approved by the Board, and you are not a Bell Creek Community lot owner and no Bell Creek Community lot owner will be attending the event, where alcohol will be provided or consumed, you, the renter, are required to apply for a Virginia ABC One-Day Banquet License at abc.virginia.gov. The original banquet license must be provided to the site during the pre-event walk through, prior to the event date, and will be posted during the event.
13. **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.
14. **Smoking is not permitted inside the Clubhouse at any time.** Guests may smoke outside of the Clubhouse and about three (3) feet from any egress. Cigarette butts must be properly disposed of in provided container on the side patio deck. No illegal activity is permitted.
15. Decorations must not be attached to the walls or trim with tape, thumbtacks or push pins! Failure to comply will result in a loss of the damage deposit. You may use tape or suction cups on windows or glass however, if any tape adhesive residue is found there will be a deduction from the damage deposit.
16. No Rice, Birdseed, Confetti, Glitter, or Fireworks of any kind, including Sparklers, are allowed to be used at or around our Clubhouse.
17. **Open Flames:** Candles, votive candles, candelabras or any open flame décor must be contained in glass, ceramic, non-flammable container or another protective enclosure. Clean up of any wax is considered additional cleaning and will result in a deduction from the damage deposit.

18. **Clubhouse Furniture:** All clubhouse furniture must remain inside of the building. To avoid scratches and damage to the hardwood, please lift, do not drag any chairs or furniture. All furniture must be returned to its original location, at the conclusion of your event.
19. **Items rented from vendors** (linens, chairs, tables etc.) must be delivered and removed on the day of the rental, unless otherwise arranged with the Clubhouse representatives. No exceptions will be made for alcoholic items.
20. **Vehicles** are not permitted on the grass areas or sidewalks.
21. **Animals** are not allowed inside of the facility.
22. Private functions shall be attended by and under the supervision of the renter at all times.
23. Trash can liners are provided, but kitchen dishes and utensils are not available.
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. Clubhouse food, drinks, paper products, coolers, etc. are not to be used by Clubhouse renters or their guests.
26. Bell Creek Single Family Residential Owners' Association is not responsible for lost or stolen articles.
27. 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 usage fee and deposit to the homeowner.

Video Surveillance

I understand that Digital Security Surveillance is used in and around the Clubhouse. It is used solely for the purposes of deterrence or detection of criminal activity, including theft, vandalism, or other damages where there is no reasonable expectation of privacy. I understand that no access to video surveillance records shall be provided to any Renter, Homeowner, Guest(s), Organization, Association or Company and is restricted to the Bell Creek Single Family Board of Directors and Bell Creek Clubhouse Chair for the sole purpose as stated herein. Digital security surveillance is not monitored and under normal conditions, all footage is automatically erased/overwritten by the manufacturer every seven (7) days.

Inclement Weather Policy

Either the Renter or Bell Creek Single Family Homeowners Association can cancel the use of the facility, as a result of inclement weather. The renter and Bell Creek Single Family Homeowners Association shall hold each other harmless for such a decision. If the reason for the inclement weather is snow or ice conditions, the Renter may continue with their event at their own risk, as long as they contract to and do provide snow and ice removal at their own expense (using Bell Creek's contractor). **Renter must give a minimum of 24 hours prior to the scheduled event of the desire to contract for snow and ice removal at the renter's own expense by emailing bellcreekclubhouse@gmail.com.** If the renter fails to contract for snow and ice removal prior to and/or during the event, Bell Creek Single Family Homeowners Association retains the right to cancel the event.

Liability

1. I (the Renter) assume all responsibility, risks, liabilities and hazards associated with including, but not limited to, the serving or presence of alcoholic beverages for the above event/activity, rental, and use of the facility.
2. I (the Renter) agree to indemnify and hold harmless the Bell Creek Single Family Homeowners Association, its officers, directors, volunteers, 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 or damages to self, and/or guest(s), and/or third parties person(s) and/or property, including any entity providing service to the renter or, directly or indirectly resulting from or associated with the Event. This includes, but is not limited to, any and all third parties on the Premises as a result of this Event, such as: vendors, bands, DJ's, caterers, emergency medical staff, police department, fire department, and/or any other entity providing service, whether requested or not, to the Event.
3. I (the Renter) assume all responsibility for any and all damages to the facility, equipment, parking lot, and/or grounds and agrees to pay, upon presentation of an invoice, any and all costs incurred to restore the facility to its previous state, including but not limited to those damages caused by him/herself, and/or guest(s) and/or any third parties involved, including any entity providing service to the renter or, directly or indirectly resulting from the Event. This includes, but is not limited to, any and all third parties on the Premises as a result of this Event, such as: vendors, bands, DJ's, caterers, emergency medical staff, police department, fire department, and/or any other entity providing service, whether requested or not, to the Event. Damages includes physical damage to any part of the Premises, personal injury to any person(s) attending the Event, any unpaid balances to third-party vendors, and any other physical, financial, or personal damage sustained as a result of this Event.
4. Bell Creek Single Family Homeowners Association is not responsible for any lost, damaged or stolen articles, including any items delivered or stored at our facility from a third-party vendor.

Hanover County Noise Ordinance

- A. The Hanover County Noise Ordinance, in part prohibits: "Operating or permitting the use or operation of any radio receiving set musical instrument television, phonograph or any other device for the production of sound between the hours of 10:00 p.m. and 8:00 a.m. the following day, in such a manner as to be plainly audible across property boundaries or through partitions common to two (2) residences within a building. Operating or permitting the operation of any radio, tape player, compact disc or other device for the production of sound on a public right-of-way or in a public place in such a way that the sound is plainly audible at a distance of fifty (50) feet from such device, whether or not the device is situated within a motor vehicle."



Member Rental Information

By my signature, I certify that I understand and agree to abide by the terms stated in agreement.

Homeowner's Name _____ Email _____

Homeowner's Address _____

Cell Phone _____ Other _____

Date of Event _____ Start and End Time _____ to _____

**For Board Approved Event or Homeowner Sponsored Event (*complete only if different than above)*

Renter's Name) _____ Email _____

Renter's Address _____

Renter's Cell Phone _____ Other _____

Type of Event _____ # of Guests _____

Will alcohol be served on the premises? Yes No

Is day before delivery or storage of items from a rental company needed? Yes No

Do you want the committee to take care of cleaning? (Requires additional \$100) Yes No

Is this your first time renting the clubhouse? Yes No

Rental Cost (Includes cleaning fee) \$ _____

Committee Paid Cleaning Fee (*\$100) if applicable \$ _____

Total Rental Cost: \$ _____

Renter's Signature _____ Date _____

I have read and understand the Facility Guidelines, Rules and Regulations that govern the facility reservations and agree to abide by them. If alcohol will be on the premises, I understand that I will be sole fully and completely responsible for complying with applicable laws and will hold harmless: Bell Creek Property Owners Association, the Bell Creek owners, and the Managing Agent, Community Group, Inc.

Payments Received by Community Group:

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

Deposit Amount: \$ _____ Received by _____ Date: _____