

Battlefield Green Community Association

Clubhouse Rental Contract

Rental Date _____

Association Member (Renter) _____

Address _____

Rental of the Clubhouse is available to Association members who have paid the one time recreation fee and are current on the assessments. Rental rates, payable by check are as follows:

FULL DAY RENTAL

**\$100.00 plus \$300.00 security deposit
for residents.**

**\$500.00 plus \$300.00 security deposit
Non-residents.**

**\$750.00 plus \$300.00 security deposit
for Company or Corporations.**

The security deposit and the rental check must be from the resident.

Rentals are from 10:00 a.m. until 12:30 a.m., unless other arrangements are made with the Association Office prior to the rental.

Renters and Guests must comply with applicable Hanover County Noise Ordinance, which is on the last page of the contact.

All Clubhouse reservations will be made by the On-Site Administrator.

The maximum occupancy of the building is 100 people.

Alcoholic beverages are permitted provided it is stated on the rental application and all ABC regulations are in compliance. A copy of the ABC license must be given to the On-Site Manager. The license must be posted the day of the rental.

The renter must be present and responsible for any rental for those under the age of 21.

This facility is available for private parties only for Association Member and their guests. Parties that are open to the general public are prohibited.

The renter is responsible for the Clubhouse, guests and any damages. The Clubhouse will be checked after each rental and failure to comply with these rules will cause a loss of the security deposit. The cost of any repairs, due to damages made to the Clubhouse, will be the responsibility of the renter.

Both main doors (fire exits) are to be unlocked during the function in case of an emergency.

You may not attach anything to the Clubhouse walls.

The use of the fireplace is prohibited.

The renter is responsible for cleaning the Clubhouse and trash removal. Trash from the rental may be deposited in the plastic trash containers in the Clubhouse parking lot. Failure to thoroughly clean the building, parking lot and surrounding areas will result in a minimum charge and/or the loss of the security deposit. The Association or a representative thereof, retains the right to make the sole determination of what is "thoroughly clean".

The furniture in the Clubhouse is not to be placed outside for any reason.

Clubhouse keys may be obtained from the On Site Manager prior to the rental date. Keys may be left in the "night drop" slot or returned to the Association office in person. Keys not returned will result in the loss of the security deposit. The renter is responsible for ensuring all doors are locked upon exiting, including the French doors.

Cancellation of a reservation 2 weeks prior to the scheduled rental date will result in return of full security deposit. Cancellation within up to 1 week prior to the scheduled rental will result in loss of \$150.00 from your security deposit. Cancellation of less than 1 week prior to scheduled rental will result in loss of the entire security deposit.

***Deposits will be refunded due to inclement weather.**

This Clubhouse promotes a smoke-free environment. No smoking is allowed inside the facility.

The pool may not be rented or be used during the rental of the Clubhouse.

SNOW REMOVAL CLAUSE:

In the event of inclement weather and snow removal is required; the Renter may cancel their scheduled rental date and reschedule at another time. If the Renter requests to keep their scheduled rental date, the Association will provide snow removal services and the cost of the snow removal will be charged to the Renter.

Signature: _____

Lessee expressly releases, waives, and holds harmless the Association, its directors, officers, members, employees or agents, from and against any and all liability for injuries (including death), property damage, causes of action, or claims, both now or in the future, against the Association, its directors, officers, members, employees or agents, which Lessee has or may have in the future. Also, Lessee shall be responsible for the actions of any and all entities or persons performing babysitting services or assisting in any way with the event. Lessee hereby expressly agrees on behalf of Lessee, its heirs, successors, and assigns to fully indemnify and hold harmless the Association, its directors, officers, members, employees or agents, for any and all liability for injuries (including death), property damage, causes of action, or claims (including but not limited to claims for costs and attorneys' fees) and sustained or caused by any third party, Lessee or any person or entity in any way involved in the event, both now or in the future.

Lessee hereby agrees that it shall comply, and cause all those involved in the event to comply, with any and all Federal, State and Local laws and regulations including, but not limited to, all such laws or regulations pertaining to child care, safety, and occupancy limitations for the Clubhouse.

Lessee hereby expressly acknowledges that Lessee has read and understands the Battlefield Green Community Association, Inc.'s Rules and Regulations pertaining to the Clubhouse, and agrees to comply with the same. Lessee also acknowledges that to the extent that this rental contract or any portion thereof, is deemed, for any reason, to be invalid under any Federal, State, or local law or regulation, the remainder of this rental contract shall continue in full force and effect.

If the Lessee breaches this rental contract in any way, the Association shall be entitled to reimbursement of any and all costs (including reasonable attorneys' fees) incurred by the Association to enforce the provisions of this rental contract.

Signature _____

Date _____

Street Address _____

Home Phone _____ **Work Phone** _____

Will an ABC license be needed? Yes _____ **No** _____

FOR OFFICE USE ONLY

Date contract reviewed and given to Renter _____

Date security deposit received _____

Cash() Check _____

Date rental fee received _____

Cash() Check _____

The following act is declared to be one of the noise disturbances in violation of this chapter, provided that the acts so specified shall not be deemed to be an exclusive enumeration of those acts which may constitute a noise disturbance under section 16-7 and provided that the acts so specified below may still constitute a noise disturbance under section 16-7 independently of the hours of day such acts take place:

Operating or permitted 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 11:00 p.m. and 7:00 a.m. the following day, in such a manner as to be plainly audible across property boundaries or through partition common to two (2) residences within a building or plainly audible at fifty (50) feet from such device, when operated within a motor vehicle parked on a public right-of-way or in a public place.