



North Beach Clubhouse Facility Rental Agreement

Availability: 9:00 AM – 11:00 PM Monday through Sunday

3100 N. Beach Road, Midlothian, VA 23112

Lessee/Renter: _____ Residential Address: _____

Phone: _____ Email: _____

Date of Rental: _____ Rental period: Start setup _____ Vacate Building _____

The Clubhouse is comprised of two rooms, a pavilion space, and a kitchen area.

Pavilion space capacity: - with tables & chairs – 90 people

- with just chairs – 100 people

Type of Private Event: _____

Number of Guests invited: _____ Number of Guest Parking Passes needed: _____

Will you be serving food? _____ Alcohol? _____ *If yes, a copy of the ABC License must be provided to the BCA before your function.*

Name and address of catering company, if applicable: _____

Providing music? _____ Type: Band, DJ, iPod, CD/DVDs: _____

Additional Terms and Conditions

- 1) Reservations should be submitted no less than 7 days prior to the event and no more than 6 months prior to your event. The Rental payment, security deposit, and rental agreement are due to secure your reservation. For accommodations outside of this time frame or for special event arrangements please contact the Association.
- 2) Rental is not guaranteed until after rental fees, and the signed agreement is received.
- 3) Changes to the requested reservation (rented room or time period) should be submitted in writing no less than 72 hours before the rental and will only be accepted per staffing and availability.
- 4) Attendants will monitor for unauthorized use of non-rented areas and report to management. All event activities should be confined to the room(s) reserved.
- 5) The Clubhouse rental includes 32 chairs and 5 tables for the lessee to use. It is the responsibility of the lessee to set up the room as they desire AND return all chairs and tables to their original location after the event. If the lessee needs to set up and take down tables and chairs, decorations, etc. before and after the event, the regular rental rate will be charged during the times the rooms are not available for other purposes.
- 6) See the attached pricing sheet for other furniture/equipment rental options.
- 7) At the end of the event, the lessee is **responsible to complete the cleaning checklist and the Post-Event Inspection**. All tables and chairs must be cleared/wiped off and returned to their original locations, all event items must be removed from the premises, including the bathrooms, kitchen, and refrigerator; ALL trash should be bagged and placed in the outside trash receptacle and replaced with clean bags.
- 8) Management shall conduct a post-event inspection as itemized on Page 9 of this document. A copy of the signed pre- and post-event inspection form will be provided to the lessee. Management will refund the security deposit IF there are no damages, loss, or additional fees resulting from the event.

- 9) The Clubhouse rental cannot be used in conjunction with pool access.
- 10) Fees and Charges: The fees and charges are detailed on the attached Clubhouse Rental Fee Schedule.
The lessee and all participants must vacate the Clubhouse at the end of their rental period and NO LATER than 11:00 pm for evening events.

SPECIAL RULES GOVERNING THE RENTAL OF THE NORTH BEACH CLUBHOUSE

- 10.1. **Lessee/Renter.** A member in good standing (hereinafter (“Lessee/Renter”)) is a lot owner whose assessments, or other charges due to the Brandermill Community Association (“Association”) are not delinquent, who is not currently in violation of any provision of the Declaration of Covenants Conditions and Restrictions for the Association, or its rules and regulations. A Lessee/Renter may also include those tenants of lot owners in good standing, meeting the same conditions, who are not delinquent in payment of any assessment or charge due to the Association, and not in violation of any covenant or rule.
- 10.2. **Priority of Use.** Association functions have priority over private use by any Lessee/Renter.
- 10.3. **Reservation Requests.** The Clubhouse or Clubhouse and kitchen may be reserved only by a member in good standing. Reservation requests shall be accepted from members on a first-come, first-served basis. Reservation Requests and Applications are not accepted unless accompanied by the rental fees, a \$350 refundable security deposit, and a fully executed rental agreement.
- 10.4. **Approval and Notification.** Members shall be notified of approval or denial of their reservation application within five (5) business days of receipt. The Association reserves the right to reject any application for any reason, including the availability of the room.
- 10.5. **Notice of Cancellation.** Cancellations must be submitted to Association staff in writing. No verbal cancellations will be accepted. Written notice of cancellations received less than fifteen (15) days prior to the event date and time will result in the forfeiture of the event security deposit. Written cancellations received less than three (3) days prior to the event date and time will result in the forfeiture of the event rental fee. To cancel your reservation, please email brandermill.community.assoc@gmail.com.
- 10.6. **Lessee/Renter Attendance.** The Lessee/Renter agrees to be present at the event from the time of entry to closing and locking up the facility.
- 10.7. **Financial Responsibility of Lessee/Renter.** Lessee/Renter agrees to assume full financial responsibility for any loss or damage to the Clubhouse, furnishings, equipment, and adjacent premises, including the parking lot, as a result of the room use and for the proper conduct of guests or other persons employed or otherwise engaged by Lessee/Renter while they are on the premises of the Association, whether inside or outside of the building. Such damage amounts shall not be limited to the amount of any security deposit received.
- 10.8. **Inspection of Rooms, Compliance with Rules, Security Deposit, and Charges.** Prior to the use of the Clubhouse by the Lessee/Renter, the Association Staff or designated Association representative shall inspect the rooms with a prepared checklist, Inspection Form (attached). The same checklist will be used to re-inspect the rooms after the event. If the rooms are in their original condition and there are no other charges or rules violations, the security deposit shall be refunded. If the Clubhouse is not in its original condition or there are other charges, damages, or losses sustained, as determined by Management, those costs and charges will be deducted from the security deposit. If there are covenant or rules violations, the security deposit will be withheld until a decision is rendered as to what charges will be assessed. Unit owners or their lessees will be billed for any difference and by submitting this application, agree to pay such amounts.

- 10.9. **Furniture, Equipment, and Decorations.** Clubhouse furniture, equipment, wall art, and accessories may not be removed. There will be a penalty charge if the furniture is not in its original location. (See fee schedule for furniture moving penalty charge.)
- 10.10. **Restrictions on Use of Other Clubhouse Facilities.** All events shall be confined to the room(s) reserved. However, the use of adjacent restroom facilities is permitted. Lessee/Renter must advise their guests of the Association rules. No loitering or disturbances in the common areas shall be permitted. In no instance may parties or gatherings extend to halls or any other Association common areas within or outside of the building. These other common area facilities adjacent to the rooms may be used by other Association members, residents, or guests while a Lessee/Renter's function is in progress.
- 10.11. **Occupancy Restrictions.** The number of persons occupying the rooms is limited to the posted number, in accordance with the Chesterfield County and State Fire Codes.
- 10.12. **Events for Minors.** Parties or events for minors under the age of nineteen (19) years are required to be continuously chaperoned by the Lessee/Renter hosting the event. Two (2) adult chaperones are required for every ten (10) minors in attendance. Lessee/Renter and chaperone(s) must be present throughout the entire event.
- 10.13. **Smoking and Alcohol.** Smoking is strictly prohibited at the North Beach Clubhouse & Pool Complex. Use and/or availability of alcoholic beverages will be in accordance with the Virginia State and County Alcoholic Beverage Control laws. Alcoholic beverages shall not be sold and no alcohol shall be served to persons under the age of twenty-one (21). Proof of banquet license must be submitted to the Association staff prior event.
- 10.14. **Compliance with Rules, Noise, Disturbance, etc.** Use of the Clubhouse and all facilities by a Lessee/Renter and all guests must be, at all times, in compliance with Federal, State, and local laws, statutes, and ordinances as well as all Association Rules. Members shall not permit the use of the rooms or other Association property for any unlawful purpose, nor will any act be performed or permitted which will unreasonably interfere with the rights, comforts, or convenience of other Association members or residents. Lessee/Renter will maintain a volume of music and noise at a level sufficiently reduced so as not to disturb other members or residents. Playing loud, amplified music is strictly prohibited.
- 10.15. **Event Decorations.** Lessee/Renter agrees that any decorations or the decorating of the rooms must be done in a manner so as not to cause any damage to any area of the rooms. Decorations may **NOT** be attached to or hung from any sprinklers, ceilings, lights, or wallpaper and must be fire retardant. No decorations may be adhered to the walls, doors, door trim, windows, furniture, or any other surfaces in the rooms. The use of glitter, confetti, birdseed, rice, etc. is NOT permitted. Large decorations, furniture, equipment, or rental equipment may not be used or brought into the Clubhouse unless the items are listed on your rental agreement and prior written approval for these items is given by the Association.
- 10.16. **Removal of Personal Property, Trash, Catering Supplies, and Equipment, etc.** Lessee/Renter agrees to remove or properly dispose of all personal property immediately after the event, including but not limited to dishes, food, bottles, trash, and event decorations, and to leave the room and adjacent premises set up in the same condition as they were prior to the function, as shown on the Pre-Inspection form. Nothing shall be left in the refrigerator. The rooms and adjacent premises must be restored to their pre-event condition on the day of the event. Deliveries and removal of food, tables, musical equipment, or caterers providing service, must be done within the hours of your event rental period. Lessee/Renter must be present to deal with the rental or service companies for delivery or pick up.
- 10.17. **Loss or Damage of Personal Property.** The Association and its agents will not be responsible for the loss or damage of any personal effects, dishes, equipment, decorations, or food, etc. Any personal property

or items left unattended after the event will be considered abandoned and will be removed for disposal.

- 10.18. **Securing and Vacating the Facilities.** All music and noise-making activities must stop by 11:00 p.m. The rooms must be returned to their original condition, vacated by all event participants, and all lights turned off (except for emergency backup lights), window shades placed in the open position, the room secured, and the doors and windows locked at the end of the rental period. Adjacent restrooms, kitchen, and hallways shall be left in the same condition as they were prior to the event, with lights out. No one is permitted in the Clubhouse after 11:00 pm.
- 10.19. **Immediate Revocation of Approval and Suspension of Use.** The Association reserves the right, at any time prior to or during the function, to immediately revoke the approval granted herein and immediately suspend the right of use of the rooms by the Lessee/Renter and his or her guests and require the Lessee/Renter and guests to vacate the premises during the function if it is determined that there were misrepresentations set forth in the application or if there is any violation of Association's declaration or rules or damage to property or violation of any Federal, State or local laws, statutes or ordinances. Such revocation, suspension, and vacation of the premises will also result in the forfeiture of the rental fee, and in the case of damage, all, or part of the security deposit. Such determination to revoke, suspend and vacate the premises shall be within the sole discretion of the Association, its Board of Directors, the President of the Association, or the Association Staff. If the Lessee/Renter fails to abate noise, excessively loud music or any other disturbing activities when requested to do so, the Manager or other authorized Association representatives are authorized and directed to immediately revoke the approval, suspend the right of use and vacate the room(s) and/or to call the Chesterfield County Police Department. A partial refund is in the Board's discretion if use is suspended for reasons other than violation of rules or damages. The full security deposit may be refunded if room(s) use is suspended by the Association in the absence of rules violations or damages prior to the start of the function or if the application is not approved, except as otherwise provided herein.
- 10.20. **Clean-up and Cleaning Charges.** All trash should be picked up and properly bagged and then placed in the provided receptacles. All decorations and items from the event must be removed, including items in the bathroom, kitchen, and refrigerator. Wipe off any additional tables that were used and put all tables and chairs in their original locations. An Extra Cleaning charge will be assessed to cover cleanup for events that are excessively messy as deemed necessary to restore the rental space to its pre-event condition. (See fee schedule for Extra Cleaning Charge.)
- 10.21. **Candles, Open Flames, and Food Warmers.** Open flames or candles are strictly prohibited. Food warming trays may be used only under the strict supervision of a caterer or attendant and must be removed from the premises at the conclusion of the event.
- 10.22. **Revocation of Use.** Violation of any Association rules, including these rules stipulated in this contract, are grounds for prohibiting a Lessee/Renter from using the rooms for a period of one year. Lessee/Renter may also be suspended of other services and facilities, and assessment of rules violation charges after review by the Board of Directors.
- 10.23. **Lessee/Renter Responsibility for Property Damage, Injury, or Accident.** Lessee/Renter still assumes sole and total responsibility for any property damage, injury, or accident to any person arising out of the Clubhouse use. Lessee/Renter further agrees on behalf of itself and its guests to indemnify, reimburse, and hold the Association harmless for any and all violations of any and all Federal, State, or local laws, statutes or, and to indemnify, reimburse and hold the Association harmless for any and all losses, damages, causes of actions claims, proceedings, and/or injuries sustained, including attorney's fees, arising out of or related to Lessee/Renter's and his or her guests' or invitees' use of the Clubhouse.
- 10.24. **Certification of Insurance.** The Lessee/Renter represents and acknowledges that he or she has a homeowner's insurance policy in force with liability coverage. In the event of a claim, Lessee/Renter agrees

that Lessee/Renter's liability insurance coverage shall be primary.

- 10.25. **Animals and Pets.** No pets or other animals, other than trained and certified service animals used by a Lessee/Renter or guest, are permitted in the Clubhouse or rooms.
- 10.26. **Hours of Use.** The Clubhouse will be available for use only during hours authorized by the Board of Directors as specified in the terms of the Clubhouse Rental Agreement.
- 10.27. **Late Run Penalty.** Any event that has not vacated the building by the end of the rental period stated on the rental application will be charged a Late Run Penalty for the time period the event runs past the rental period. (See fee schedule for Late Run Penalty.)
- 10.28. **No Verbal Agreements.** Any verbal understandings which are not part of this written agreement are not binding.

****The rental fee schedule is subject to change as needed and as determined by the BCA Board of Directors. Please see the current fee schedule for fees.**

NORTH BEACH CLUBHOUSE RENTAL FEE SCHEDULE

- 1) Clubhouse Pavilion only Rental Fee: Four-hour block rental between 9:00 AM to 11:00 PM - \$400.00
- 2) Clubhouse Pavilion & Kitchen Rental Fee: Four-hour block rental between 9:00 AM to 11:00 PM - \$500.00
- 3) Additional hourly fee - \$75.00
- 4) Full-day Clubhouse Pavilion only Rental Fee – 9:00 AM- 11:00 PM - \$750.00
- 5) Full-day Clubhouse & Kitchen Rental Fee – 9:00 AM- 11:00 PM - \$850.00
- 6) Security deposit - \$350.00
- 7) *Rental Over-run Penalty - \$50 for every 15 minutes late)*

Rental includes.

The use of the rented room(s), restrooms, 5 rectangular tables, and 32 folding chairs.

Penalties:

- 1) Moving Furniture - \$50.00
- 2) Extra Cleaning Needed - \$50
- 3) Late Run - \$50 per 15 minutes past the rental period

NORTH BEACH CLUBHOUSE RENTAL FEE WORKSHEET

RENTAL FEES:

| | | |
|--|-----------------------|----------------------------|
| Clubhouse Pavilion Only Rental Fee (\$400/4 hours) | # _____ hours @ \$400 | = \$ _____ |
| Clubhouse Pavilion & Kitchen Rental Fee (\$500/4 hours) | # _____ hours @ \$500 | = \$ _____ |
| Additional Hourly Fee (\$75/hour) | # _____ hours @ \$75 | = \$ _____ |
| Full Day Clubhouse Pavilion Only Rental Fee (\$750/8 hours) | # _____ hours @ \$750 | = \$ _____ |
| Full Day Clubhouse Pavilion & Kitchen Rental Fee (\$850/8 hours) | # _____ hours @ \$850 | = \$ _____ |
| Security Deposit (\$350) | | = \$350 |
| | | Sub Total: \$ _____ |

ADDITIONAL RENTAL CHARGES:

For an extra \$150.00 you can upgrade your rental with:

- 60 white, upholstered chairs
- 5 - bar height tables
- 10 - 60" Round tables

= \$ _____

RENTAL TOTAL WITH ADDITIONAL RENTAL CHARGES = \$ _____

Total Collected from member \$ _____

Penalties Charged

Moving Furniture (\$50) \$ _____

Extra Cleaning Fee (\$50) \$ _____

Late Run = (\$50/15 min) # _____ minutes \$ _____

Acknowledgment:

The Brandermill Community Association reserves the right to deny room rentals at their discretion and to amend this fee schedule at any time.

I hereby apply for a reservation to use the North Beach Clubhouse as specified on Page 1. By my signature below, I hereby acknowledge that I have read, understand and agree to the Additional Terms and Conditions and the Special Rules Governing Rental of the Clubhouse ("Rules"), which are attached hereto and incorporated herein by reference and if my Application is approved, I agree to comply with, abide by and am bound by the terms of the Rules as outlined therein. Any approval granted is personal to the Lessee/Renter and may not be transferred or assigned.

Signature of Lessee/Renter

Date

Signature of Co-Lessee/Renter

Date

With a total of ____ hours on _____ 20____, and hereby, by the signature of its authorized agent set forth below, provides its approval for Lessee/Renter’s use on and between the hours of _____ and _____ subject to the Rules and Regulations and Lessee/Renter’s agreement to abide, comply with, and be subject to the Rules and Regulations.

Brandermill Community Association hereby verifies receipt of the Security Deposit for reservation in the amount of \$_____ and room rental fee in the amount of \$_____ on this day,_____.

Signature of Authorized Agent
Brandermill Community Association

Date

Brandermill Community Association Inspection Form

Ok=good: WL=wrong location: D=damaged

| | Pre-Event Inspection | Post-Event Inspection | <i>Additional Rented/ Items Delivered</i> |
|------------------------------------|-----------------------------|------------------------------|--|
| 1. Exterior doors (inside and out) | _____ | _____ | |
| 2. Parking lot | _____ | _____ | |
| 3. Women's Restroom | _____ | _____ | |
| 4. Men's Restroom | _____ | _____ | |
| 5. Kitchen | _____ | _____ | |
| 6. Floor | _____ | _____ | |
| 7. Countertops/sink | _____ | _____ | |
| 8. Cabinets | _____ | _____ | |
| 9. Appliances | _____ | _____ | |
| 10. Chairs/tables | _____ | _____ | |
| 11. Hardwood floor | _____ | _____ | |
| 12. Walls | _____ | _____ | |
| 13. Windows | _____ | _____ | |
| 14. Interior doors | _____ | _____ | |
| 15. Interior window treatments | _____ | _____ | |
| 16. Exterior (rails, plants, etc.) | _____ | _____ | |
| 17. Veranda | _____ | _____ | |

Comments: _____

Pre-Event Inspection: _____ Date _____ Time _____
 Signature of Lessee/Renter

Pre-Event Inspection: _____ Date _____ Time _____
 Signature of Authorized Agent

List any Damages: _____

Post-Event Inspection: _____ Date _____ Time _____
 Signature of Lessee/Renter

Post-Event Inspection: _____ Date _____ Time _____
 Signature of Authorized Agent

List any Damages: _____