

Leeland Station Community Association

BELLE AIR CLUBHOUSE
RESERVATION and RENTAL AGREEMENT

YOU MUST BE A RESIDENT MEMBER IN GOOD STANDING AND AT LEAST 21 YEARS OF AGE AND TO RENT THE BELLE AIR CLUBHOUSE

Please complete this application form and return to r.oltman@yahoo.com.

Leeland Station
Belle Air Village

Name of Resident: _____

Address: _____

Daytime Phone: _____ Evening Phone: _____

eMail: _____

Describe Activity: _____

Date of Activity: _____

Time: _____ AM
_____ PM

to _____ AM
_____ PM

(All functions must end by 12:00 am)

AM
PM
AM
PM

Pre-Rental Inspection: Date: _____ Time: _____

Post-Rental Inspection: Date: _____ Time: _____

Estimated Number in Attendance: _____

Organization Name (if applicable): _____

Admission charged (if applicable): \$ _____

Purpose / Use of admission: _____

I request the use of the Belle Air Community Center area/s below, for private use.

Community center rental fee accompanying this agreement:

- Request waiver of rental fee - subject to approval by Dqctf 'qh'F ktgevqtu.
\$50.00 per hour for Association members or o go dgt'Sponsored Non-Members. (Minimum 2 hour rental)
\$75.00 per hour for non-Association members. (Minimum 2 hour rental)

Cleaning fee accompanying this agreement

\$120.00 professional cleaning fee (optional)

All renters must initial the following statement:

\$120.00 will be deducted from the security deposit if the facility is not found cleaned by the renter at the time of the post-inspection and the optional professional cleaning fee was not selected.
(Initial)

Pool only (During pool operating season - After hours and subject to lifeguard availability)

(Minimum 2 hour rental, \$25.00 per hour usage fee for Non-Members paid to Leeland Station CA. Lifeguard fees must be paid separate to pool management contractor - (fill out and submit attached pool party reservation form) Tips made to lifeguards are voluntary and not required.

I understand that my reservation is subject to the terms and conditions in the Leeland Station Community Association Governing Documents, the Belle Air Clubhouse Standard Operating Procedures, and those outlined below:

1. Rental fees are collected at the event's conclusion and payable by check to "Leeland Station CA".
2. Renter must choose either professional cleaning or cleaning supply fee at time of reservation. Selected fee must accompany rental agreement at time of reservation.
3. A separate, refundable \$300.00 security deposit, payable by check to Leeland Station CA, is required at time of submitting a rental application. Any unpaid fees incurred will be deducted from this deposit, such as the aforementioned cleaning fee.
4. If no deficiencies are found, Renter's un-cashed security deposit check will be returned within 10 business days.
 - a. If deficiencies are found, the balance of Renter's security deposit, after required cleaning and repair deductions are assessed, will be returned not later than 30 days after the Post-rental inspection. The Renter will be provided with copies of receipts for any sums deducted from the security deposit.
 - b. The security deposit shall be refunded only if premises, furniture, appliances, fixtures and appurtenances are found, upon Post-rental inspection to be in the same condition as at the Pre-rental inspection. The minimum charge for any discrepancy or damage found will be \$75.00. The determination as to whether the premises are in a satisfactory condition shall be in the sole discretion of the Association representative who shall determine the cost of any necessary additional cleaning, repairs or replacements of any property damaged during the use of the Clubhouse, which may also include the costs of any extraordinary cleaning services, if necessary.
5. Pre-rental and Post-rental inspections of the premises are required. Renter agrees to the following:
 - a. I (or a representative, as designated on this rental agreement) will be present to conduct the Pre-rental and Post-rental inspections with a representative of the Association. Any discrepancies must be noted on the inspection forms at Annex A and B of this Agreement. I understand I am entirely responsible for the inspections, and having a representative does not relieve me of that responsibility. Failure to be present for the scheduled Pre-rental or Post-rental inspection (more than 15 minutes late) will result in either an additional \$50.00 charge to reschedule the inspection or loss of access for requested rental and forfeiture of rental fees at the discretion of the Association representative. Failure to be present at the Post-rental inspection will result in a charge of \$50.00. A second Post-rental inspection will be set at the convenience of the Association.
 - b. During the Pre-rental inspection, it is my responsibility to note any and all deficiencies (see Annex A). I am responsible for any deficiencies found during the post rental inspection (see Annex B) which I do not note during the pre-rental inspection (note: video-taping the pre-rental inspection may be helpful).
 - c. During the Post-rental inspection, deficiencies noted by the Association are final. Only those deficiencies not on the Pre-rental inspection will be noted. If I have a dispute with the findings, I can submit a rebuttal to the Board of Directors for resolution. It is my responsibility to demonstrate that the disputed item was addressed during my Pre-rental inspection, and therefore not my responsibility to correct. I will not be able to rent the clubhouse again, until the dispute is settled.
 - d. I will only accept the facility from an Association representative, not from a previous renter. If I do accept from a previous renter, I become fully responsible for any and all deficiencies and disputes upon my post walk through inspection, which the previous Renter may have had.
6. Keys and a user-specific alarm code with user instructions will be issued to the Renter during the Pre-rental inspection. The Renter is financially responsible for replacing keys and locks if the keys are lost, and for any failure to properly arm or disarm the alarm system which causes the Association representative to respond after hours. The Renter must return the keys during the Post-rental inspection. Renter is responsible to pay the costs of re-keying all of the locks in the event of a lost key or for failure to return the key at the Post-rental inspection. Repeated loss of keys results in Renter not being permitted to rent any Association facility again. Renter agrees not to copy keys, or allow them to be copied.
7. If alcoholic beverages are served, the Renter must obtain any necessary license, if applicable, from the Virginia Department of Alcoholic Beverage Control, and must comply with all State and County laws and regulations. Any sale or resale of alcoholic beverages is strictly prohibited. **AT NO TIME IS ALCOHOL PERMITTED ON THE POOL DECK, IN THE POOL OR IN CONJUNCTION WITH ANY POOL RENTAL.**

8. **THIS IS A SMOKE FREE FACILITY.** Under no circumstance will smoking of cigarettes, e-cigarettes, pipes, cigars or other smoking materials be tolerated in the Clubhouse or around immediate perimeter of the facility. Any evidence of smoking in the facility will result in forfeiture of the entire deposit as well as any additional damages.
9. The Renter is responsible for ensuring adequate adult supervision of attendees under the age of 18 years during any use of the Clubhouse.
10. Lifeguards from the Association's contracted pool management company must be present for any pool rental. All pool rental issues, disclaimers, and responsibilities are to be addressed between the Renter and the contracted pool management company. Failure to ensure lifeguards are present will result in the Renter's immediate expulsion from the pool, loss of all rental and security deposit fees, and loss of pool privileges for the duration of the pool season.
11. The Renter shall not assign or transfer this agreement to another person. The Renter and his/her attendees shall have exclusive use for the specified Clubhouse facility, and only during the period described above.
12. The Renter shall be present for the duration of the Clubhouse use, and shall ensure that occupancy of the Clubhouse does not exceed the posted occupancy limits in the building. All decorations must have prior approval before they are placed. The Renter is responsible for the actions of all guests during the rental period, and for compliance with all applicable governmental laws, regulations and ordinances, all applicable rules and regulations of the Leeland Station Community Association, its officers, employees and agents, along with all terms and conditions of this agreement. The Association reserves the right to ensure compliance and may, in its sole discretion, terminate the activity at any time if it is determined that the activity or any attendee is in violation of this agreement.
13. The Association, its management agent, officers, directors, agents and employees will not be held responsible for any loss or damage to any personal property.
14. The Renter agrees that he/she will be responsible for any and all damage to the facility, furniture, fixtures, systems, and appurtenances in excess of the amount of the security deposit. The Renter shall be responsible for any and all damages and violations that occur due to the use of the Clubhouse regardless of whether he/she personally caused the damage. The Renter agrees to pay all reasonable costs, including legal fees, court costs and administrative fees, in the collection of any outstanding obligation owed to the Association resulting from the enforcement of the Association's policy concerning the reservation of the Clubhouse.
15. The Renter shall be subject to the Association's enforcement procedures for violations of the governing documents. The Association shall be permitted to take all actions authorized by the Association's Declaration, Bylaws and policy resolutions and the local, state and Federal governments, including levying an assessment against the Renter's Lot. All charges imposed against the Renter shall constitute a lien against the Lot.
16. The Association is not liable to the Renter or any attendee for damage to persons or property caused by the failure of any system or fixture. The Renter agrees to indemnify and hold the Association, its management agent, officers, directors, agents and employees, harmless and without fault from any loss or damage sustained by the Renter or any attendee, and from any and all costs and expenses, including but not limited to attorney's fees, incurred by the Association arising out of any claim against it.
17. Rental agreements may be submitted in accordance with timeframes laid out in the Belle Air Clubhouse Standard Operating Procedures and Guidelines.
18. The Belle Air Clubhouse is available for rental from 9 a.m. to 12 a.m. The pool is available for rental from 8 p.m. to 12 a.m., and upon verification of lifeguard availability. All activities will be concluded by midnight.

I have read, understand, and agree to abide by the Leeland Station Belle Air Clubhouse Rules and Guidelines. I accept full responsibility for my guests to understand and abide by the same.

I certify that I have read and will adhere to all guidelines of the **BELLE AIR CLUBHOUSE RESERVATION and RENTAL AGREEMENT.**

Renter: _____

(Printed)

Address: _____

Signature: _____ Date: _____

DO NOT WRITE BELOW THIS LINE

FOR ASSOCIATION USE ONLY:

Association Member in Good Standing:	YES	Not Applicable
	NO	
Approval by Activities Committee	YES	Not Applicable
	NO	
Approval by Board of Directors	YES	Not Applicable
	NO	
Amount Paid: \$ _____		