

ARBOR LANDING HOMEOWNERS ASSOCIATION (ALHOA) FACILITY RENTAL APPLICATION AND AGREEMENT

Reservations are accepted on a first-come, first-served basis, and must include the completed/signed Agreement and rental fee.

Check-In Appointment: _____

Check-Out Appointment: _____

Renting Member: Please complete the following for the event:

Name: _____

Home Phone: _____

Street Address: _____

Work Phone: _____

City: _____ State: _____ ZIP: _____

Cell Phone: _____

E-mail Address: _____

Date(s) of Event: _____ Start Time: _____ End Time: _____

Type of Function: _____ No. of Guests: _____

Rental Fees: \$75.00/day for Mondays – Thursdays (fewer than 75 guests) + \$150 Janitor Fee

\$100.00/day for Fridays – Sundays and listed Holidays (fewer than 75 guests) + \$150

Janitor Fee:

\$225.00/day for any event with 75 or more guests + \$150 Janitor Fee

(an additional fee may be charged if Clubhouse is not left in good condition)

Holiday Cleaning: If a cleaning date for a scheduled event falls on a holiday (for dates below) the holiday cleaning fee will be \$175. However, if there is not a scheduled event on the observed holiday the Janitor Fee will remain at \$150.

Clubhouse & Janitor Observed Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve.

ACKNOWLEDGEMENT

The undersigned hereby makes application to the Arbor Landing Homeowners Association (ALHOA) for the use of the Clubhouse and certifies that the information on the application is correct. **The undersigned acknowledges that the Security Deposit is \$500.00. The Board has determined that the \$500.00 security deposit checks must be kept for at least a week after the rental, in case any issues are discovered after Check-out. After one week, the security deposit check may either be picked up by the renter or shredded by the Community Administrator, based on the renter's preference.** The undersigned agrees to exercise the utmost care in the use of the Clubhouse and the surrounding grounds. The Renting Member agrees to adhere to all rules and regulations pertaining to the use of this facility and to reimburse the ALHOA for any damage as a result of the Renting Member's and/or your guests' use of the Clubhouse and grounds. Any accident involving injury to participants and/or damage to facilities **must** be reported immediately to the "on-call" ALHOA Board Member.

Renting Member further agrees to indemnify, defend, and hold harmless the ALHOA, its Board of Directors, employees and volunteers, the managing agent and its employees from and against all claims, suits, actions or liabilities for injury or death of any person, or for loss or damage to property, as a result of this rental. The ALHOA and its managing agent are not responsible for lost or stolen property or rental equipment. Renting Member understands that all Chesterfield County Ordinances and Virginia Codes apply to this application. Renting Member acknowledges receipt and review of the information in this form, the Rules and the Fee

Schedule attached hereto, and further acknowledges that the Rules of the ALHOA are incorporated into this agreement by reference.

Important Disclaimer: In the event of unforeseen circumstances including, but not limited to, weather, natural disasters, pandemics, riots, or necessary repairs to the Clubhouse, that in the sole discretion, the ALHOA Board determines the Clubhouse unsafe or impractical, ALHOA reserves the right to cancel or reschedule rentals. The Renting Party should be aware of the possibility that the event may be rescheduled or canceled when entering into contracts with third party vendors. The Renting Member is solely responsible for hiring, supervising, and paying third party vendors for the event. The ALHOA, its Board of Directors, employees and volunteers, the managing agent and its employees shall not be responsible for the actions, failure to act, or cancellation by the third party vendor or for costs incurred by the Renting Party due to the ALHOA's cancellation or rescheduling of the rental pursuant to this paragraph.

Name (PLEASE PRINT)

Signature

Date

ARBOR LANDING CLUBHOUSE RULES

Rental Fee

Renter's initials _____

1. A resident requesting a rental date must secure that date with their appropriate rental fee within 72 hours of the request. **Acceptable forms of payment are personal check, money order or cashiers' check. Returned check fee is \$30 and event date is released.**
2. Two (2) weeks prior to the event's scheduled date, the resident shall submit to ALHOA the \$500 security deposit. The \$500 security deposit will be held by ALHOA until seven (7) days after the event. If the security deposit is not received two (2) weeks prior to the event, the Association can release the date for rental.
3. Cancellation of Rental. A rental must be cancelled within two (2) weeks prior to the event without penalty or forfeiture of fees. There will be a 50% forfeiture of the rental fee if a rental is cancelled less than two (2) weeks prior to the event.

Check-In (Please allow at least 20 minutes)

Renter's initials _____

1. An event date is from **9 a.m. until 1 a.m.**
2. Call to schedule your check-in appointment at least one week prior to the event. Check-ins are done during normal office hours one or two days prior to the event.
3. Keys and alarm instructions are issued at check-in and upon receipt of the Security Deposit. (Checks may be verified for funds.)
4. After-hours check-in is discouraged, and arrangement is not guaranteed. However, if you request this, there will be an additional fee for the service. **Failure to meet an after-hours appointment is subject to the loss of all fees paid and the privilege of using the clubhouse for the rental day(s) requested.**

Check-Out (Please allow at least 15 minutes)

Renter's initials _____

1. Check-Out time will be set when you check-in and is usually done on the next day after an event that the office is open, unless otherwise agreed. **Failure to appear for Check-Out by your scheduled time without prior notification will result in a \$50 fee. Failure to return the key by your scheduled Check-Out time will**

result in loss of your Security Deposit unless communication has been made to the Board Member on call prior to check-out time.

2. The Renting Member is financially responsible for **ALL DAMAGE** done to the premises and any items missing from the premises as a result of the event. Be careful not to drag furniture to avoid scratches on the floor. **The chair/table cart must remain in chair closet.** If the Clubhouse is left in good condition, there is neither damage nor missing items, and law enforcement has not been called, then your deposit will be returned to you once the Security Video has been reviewed, usually within seven (7) days after your event.
3. If law enforcement is called to the event, a written report explaining the cause must be submitted to the ALHOA Representative who handles the Check-Out.

General Rules

Renter's initials

1. Rental time is the date(s) and time listed on the Application/Agreement. Event participants must vacate the premises by 1 am., as the alarm system will arm itself between 1 am. and 2 am.
2. Noise and music levels must be compliant with county and/or state ordinances. Should law enforcement or an ALHOA board member be called due to noise levels, your event may be ended immediately.
3. Setting off the security alarm or pulling the fire alarm unnecessarily may result in a charge against the Security Deposit. (Alarm information can be verified by ADT Security and/or Chesterfield County Police.)
4. Service organizations such as the Boy Scouts or Girl Scouts, or groups of Arbor Landing residents who wish to use the Clubhouse and are composed of 50% or more residents (with proof of residency provided), do not need to pay a rental fee. **However, the janitor fee may be required to be paid.**
5. The Clubhouse and events held therein are subject to being checked by ALHOA board members and/or the managing agent.
6. Renting Members must be at least 21 years of age and a member in good standing of the ALHOA, and must be present during the **entire** rental event, including all preparation and clean-up. **Failure by Renting Member to stay at the clubhouse during the entire rental event will result in early termination of the event and suspension of clubhouse rental privileges for 60 days. Renter must not give key or alarm code out to anyone.**
7. Renting Member may rearrange furniture so that it will accommodate event needs, so long as the furniture remains inside the Clubhouse and the furniture glides provided for moving are used. The folding chairs and folding tables may be used on the outside if they are wiped off prior to storage. **Renting Member must return all furniture and accessories to their original location at the end of the event.** This includes breaking down and putting away all temporary chairs and tables.
8. The TV and stereo **must not** be moved, unplugged or tampered with in any way.
9. Decorations are permitted so long as damage is not done to the interior or exterior of the Clubhouse and its furnishings. **Helium balloons, dry ice, and fog or smoke machines are not permitted in the Clubhouse,** as they will set off the alarm system. **The use of tape by the renter is prohibited anywhere inside and outside the clubhouse. No "Glitter" is to be used in the clubhouse and fines will be enforced for extra cleaning**
10. No smoking is allowed inside the Clubhouse.
11. No animals are allowed inside the Clubhouse except for service animals.
12. No overnight usage of the Clubhouse is allowed.
13. No wet clothes or towels are allowed in the Clubhouse.
14. Fire exits must be unlocked and unobstructed.
15. **NO furniture or objects permitted in the area marked "Emergency Fire Exit".**
16. Cars may only be parked in front of the Clubhouse for loading and unloading. **No vehicles of any kind are permitted on the lawn areas.**
17. Grills must be located 15 feet from the building and/or decking, according to local fire codes.

18. Candles may be used so long as they are on a cake or on/in a fireproof base and care is taken to prevent heat and wax damage to the Clubhouse or its furnishings.
19. No event may be held in which there is a charge for alcoholic beverages.
20. Any underage drinking in the Clubhouse is grounds for loss of rental and shall result in immediate forfeiture of the entire Security Deposit.
21. **The Renting Member is responsible for following the attached Clubhouse Checklist. Anything left undone will be subject to a charge against the Security Deposit.**
22. **No reservations for commercial purposes will be authorized. The definition of commercial includes any money-making venture where Association facilities are used and includes product ordering, sales, and distribution.**

CLUBHOUSE CHECKLIST

Renter's initials _____

The Renting Member agrees to follow this checklist prior to vacating the premises:

- _____ Remove all event advertising and/or balloons.
- _____ Return all furniture to its original position.
- _____ Clean and put away any Clubhouse dishes and utensils that were used.
- _____ Unplug coffee pots.
- _____ Remove all personal food items from kitchen and refrigerators.
- _____ Wipe counter-tops in both kitchens.
- _____ Turn off all water faucets.
- _____ Turn off the fireplace (if used).
- _____ Empty all inside and deck trashcans and replace liners.
- _____ Close and lock all windows.
- _____ Turn off all lights.
- _____ Lock all doors and check that they are secure from the outside.
- _____ Set the alarm.

Irrigation System

The ALHOA has an underground irrigation system that extends throughout the lawn between the clubhouse and the lake and is set to run on an early-morning schedule (prior to 9 a.m.). If this will interfere with your event, please advise the managing agent prior to your event, so the system can be programmed accordingly.

The Renting Member must ensure that any temporary structures that are erected, such as tents, stages, lighting, etc., do not cause damage to the sprinkler heads or pipes. The irrigation system will be tested after each outdoor event. Damage to the irrigation system is the responsibility of the Renting Member, and any activity that could cause damage should be discussed with the managing agent prior to your event. Only an irrigation company authorized by the ALHOA may perform work on the irrigation system. Further, all expenses charged by the irrigation company are the sole responsibility of the Renting Member and shall be paid immediately upon the presentation of any invoice.

I acknowledge that I have read and understand every rule and checklist item and I agree to the terms. Further, I acknowledge that the Arbor Landing Rental Fee Schedule is considered part of this agreement and is

incorporated by reference as is more fully set out herein. I understand that violation of any of these rules, either by myself or by my guests, could lead to forfeiture of the Security Deposit, either partially or in its entirety, and to additional charges for loss or damages. In addition, my Clubhouse renting privileges may be suspended for up to 60 days. (For fee information, please refer to the Arbor Landing Rental Fee Schedule.)

Name (PLEASE PRINT)

Signature

Date

ARBOR LANDING RENTAL FEE SCHEDULE**CLUBHOUSE RENTAL FEES**

Mondays through Thursdays: \$75.00/day (fewer than 75 guests)
 Fridays through Sundays and indicated Holidays: \$100.00/day (fewer than 75 guests)
 Any event with 75 or more guests: \$225.00

Janitor Fee required for ALL events*: \$150.00

Janitor Holiday Cleaning: If a cleaning date for a scheduled event falls on a holiday (for dates below) the holiday cleaning fee will be \$175. However, if there is not a scheduled event on the observed holiday, the Janitor Fee will remain at \$150.

AIHOA Social Committee**Observed Holidays:**

New Year's Eve	Labor Day
New Year's Day	Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas

Note: The AIHOA Social Committee has priority in reserving Holidays for Association functions.

****If additional days are needed for delivery/pick-up of rental equipment, setting up, decorating and/or cleaning, rental fees apply for the additional days as well, excluding the Janitor Fee, unless needed and requested.***

OTHER FEES THAT MAY BE CHARGED**Renter's initials**

Failure to complete Check-Out by Check-Out time	\$50.00
Failure to return key by Check-Out time	\$500.00
After-Hours Check-in, if it can be arranged	\$50.00
Failure to meet an After-Hours appointment	\$50.00 + Rental Fee
Cancelling less than 2 weeks prior to event	Rental Fee
Failure to remain at the clubhouse during the entire rental event (including set-up and clean-up) and/or giving the clubhouse keys or alarm code to anyone else.	\$25.00 + suspension of clubhouse rental privileges for 60 days
Rule violation and resulting damage, unless otherwise specified in this schedule	\$25.00 per occurrence
Vehicles on the lawn	\$75.00 minimum fine + any additional charges needed to check irrigation system and repair any damage
Smoking inside the Clubhouse	\$100.00
Setting off the alarm	\$100.00
Tampering with the thermostat	\$500.00

Failure to properly lock all Clubhouse doors and windows and turn on the alarm	\$100.00 + any resulting damages
Missing items	Full replacement cost + \$25 or 10% surcharge, whichever is greater
Damage to Clubhouse, grounds and/or furnishings	Cost of repair + \$25 or 10% surcharge, whichever is greater

ARBOR LANDING CLUBHOUSE RENTAL APPLICATION CHECK-IN/CHECK-OUT FORM

Tag # of Key Issued: _____ Date: _____ Received By: _____ (initials)

\$500.00 Deposit received on: _____ Date: _____ Received By: _____ (initials)

Alarm Code: _____ +1 to DISARM +2 to ARM Check-Out Date/Time: _____
(Fire Alarm Code: 54321)Board Member on Call: _____ Phone: _____ (Cell)
Phone: _____ (Home)**Event Walk-Through**

<u>Kitchen</u>	<u>Check-In</u>	<u>Check-Out</u>	<u>Bar</u>	<u>Check-In</u>	<u>Check-Out</u>
Appliances	_____	_____	Furniture	_____	_____
Counters	_____	_____	Floors	_____	_____
Sink	_____	_____	Doors	_____	_____
Floor	_____	_____	Walls	_____	_____
Walls	_____	_____	Disposal	_____	_____
Window	_____	_____	Sink	_____	_____
Disposal	_____	_____	Dishwasher	_____	_____
Fridge	_____	_____	Ice	_____	_____
			Maker/Fridge		
<u>Living Room</u>	<u>Check-In</u>	<u>Check-Out</u>	<u>Restrooms</u>	<u>Check-In</u>	<u>Check-Out</u>
Furniture	_____	_____	Sinks	_____	_____
Floor	_____	_____	Toilets	_____	_____
Doors	_____	_____	Floors	_____	_____
Walls	_____	_____			
Windows	_____	_____	<u>Storage Room</u>	<u>Check-In</u>	<u>Check-Out</u>
Fireplace	_____	_____	8 6' Tables	_____	_____
				_____	_____
			20-Chairs		

The clubhouse walls have been painted, floors and all furniture has been replaced, there are scratches on the new floors in the entry way of the clubhouse.

Homeowner Check-In Signature

ALHOA Representative Check-In Signature

Check-Out

Tag # of Key Returned: _____ **Date:** _____ **Received By:** _____ **(initials)**

Deposit to be: Shredded by ALHOA: _____ **Picked up by Homeowner:** _____ **(initials)**

Reason for Whole/Partial Deposit Forfeit: _____

Homeowner Check-Out Signature

ALHOA Representative Check-Out Signature