

Welcome to the Highlands Community Club House at Lake Margaret 8006 Clancy Place Chesterfield, Virginia 23838

Rental of the Lake Margaret Clubhouse for private functions is available to adult residents of The Highlands or Lake Margaret, who are at least 23 years of age. The clubhouse includes a full kitchen, large entertainment room with fireplace and outdoor screened in patio.

A refundable security deposit of \$250.00 is required. A reservation date is secured **only** when this application/contract, and the \$250 security deposit has been returned signed to Arnika Hoover, the Clubhouse Director. The rental fee must be paid in full at least two weeks in advance of the reservation date.

A variety of clubhouse rental hours are available and listed below:

- Half Day Rental (1): \$150.00 (Cleaned and out by 3:30pm)
- Half Day Rental (2): \$150.00 (May enter at 4pm and must end at 10pm Sun-Thu and 11pm Friday and Saturday)
- \$275.00 (Full-day)

All checks are to be made payable to: "The Highlands Community Association"



Clubhouse Rental Rules and Regulations

All rules and regulations are subject to change at the discretion of The Highlands' Board of Directors.

- Only resident(s) current in good standing with the Homeowner Association account will be allowed to rent the Clubhouse.
- Rental Parties are to be private and by invitation only.
- The deposit, rental agreement, and rental fee must be returned to the Clubhouse Manager in order to hold the date on the calendar. All rental requests should be made at least 14 days prior to the rental date.
- Forty (40) guest members is maximum capacity for an event in the

Clubhouse.

- The renting resident <u>must</u> be present at the party in its entirety
- Renting members will be liable to the Club for the value of Club property

that is damaged or removed by themselves, their guests, or their family.

- The furniture may not be removed from inside the Clubhouse for any reason.
- Arnika Hoover will notify you of the date you are to pick up and return the key.
- Please note that the key to the Clubhouse CANNOT be duplicated, as they are specially made to prohibit duplication. If the clubhouse key is not returned, the renter will be charged the cost to re-key the facility
- You may only access the Clubhouse on the date for which your event is scheduled.
- Unless authorized in advance, you may NOT access the Clubhouse the day before to decorate for the event or the day after for clean-up, as there may be another event scheduled or in progress.
- For children's parties (including teens), one adult chaperone must be present at the party for each 10 children.
- Smoking is not permitted in the clubhouse or in the screened in back patio.
- Individuals under the influence of and/or impaired by alcohol, drugs or other intoxicating substances are not permitted in or on club premises at any time.
- The security deposit will be used if necessary to pay for any and all damages resulting to the rented facility, its contents or any other portion of the property from the renter's actions or any actions of persons present at, attending, or in any other way related to the function. Any charges made

against the deposit will be explained. If costs of repairs exceed the amount of the deposit, the renter will pay the Association the full cost of all repairs within ten days of receipt of a written explanation of the damages and a bill from the Association for such repairs. All incidents must be reported to Arnika Hoover (804-357-0603) or ACS West Management Co. (804-282-7451).

- When renting the Lake Margaret Clubhouse, a Clubhouse Checklist is
 posted on the refrigerator which outlines your responsibilities regarding
 clean-up after your rental. In the event that these conditions are not met,
 or left in a clean and orderly fashion, management reserves the right to
 deduct the appropriate cleaning fee from your security deposit.
- After any event, leave the facility as you found it, picking up all trash and debris and returning neighborhood property to its proper location.
- A schedule of Clubhouse usage is managed by Arnika Hoover, a Highlands resident, located at 8530 Brechin Lane, Chesterfield, VA 23838. Her email address is arnikahoover@gmail.com and her cell phone (text or call) is (804) 357-0603.

NOTICE OF LIABILITY

• I assume all responsibility, risks, liabilities and hazards incidental to

the activities applied for (including, but not limited to the serving of alcoholic beverages), and hereby release and forever discharge the Association, its officers, directors, employees, agents and members, present, past and future from any and all claims, costs, causes of action and liability for personal injury or death and damage to or destruction of property arising from my use of the Clubhouse facilities and its appurtenances. I agree that no alcoholic beverages will be served to anyone under the age of twenty-one (21) years of age. If the Association determines or observes intoxicated guests or minors being served alcohol, the Association reserves the right to terminate the function and ask your guests to leave.

- I agree to indemnify and hold harmless the Association, its officers, directors, 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 attorney's fees) for any and all injuries to either person or property, suffered by me, my family members, employees, agents, servants, guests, invitees, any member of the Association or any other person which arise from or are in any way related to the above activity, rental or use of the Clubhousefacility.
- I assume all responsibility for the actions and behavior of all persons present at, attending, or in any other way related to my function and agree to be personally responsible for causing all such persons to comply with the Highlands Community Association Declaration, Bylaws and Rules and Regulations. Failure to comply may result in forfeiture of my deposit.
- I understand that I am being granted exclusive use of the rented facility for the time period described above, subject to the right herein reserved by the Association to enter the facility and terminate my use thereof should the conduct of any person using the facility endanger the health, safety or well-being of anyperson or constitute a threat to any property.
- I am at least twenty-three (23) years of age and will be in attendance at my function. I hereby agree and represent that the rented facility will be used for lawful purposes only and that if any conduct at the function I am sponsoring violates federal, state or local laws or ordinances, my rights to use the Clubhouse facility under this

Agreement shall terminate and the Association shall have the right to take possession of the Clubhouse Facility and instruct my guests to leave the property.

- I agree that all deposits, fees and expenses incurred by the Association as a result of the use of the Clubhouse facility under this Agreement shall be considered an assessment and constitute a lien against my property and shall be fully collectable as provided for by the Association's Bylaws and relevant Virginia statues. Subject to the noted deductions, the deposit will be refunded in whole or in part. I also agree that I will be responsible for all clean up and trash removal after my function. I will leave the facility exactly as it was left for me.
- I understand that my reservation of the facility on the aforementioned date will not be confirmed nor will this Agreement be binding until such time as this Agreement has been executed by the Association or its agent. I have carefully read and understand this rental form and agree to be bound by its terms.
- Events must end at 10pm Sunday-Thursday and at 11pm Friday and Saturday.

Reservation Name

Event Title & Date of Event

Deposit and/or Rental Fee _____

Key Return Date – On or Before _____

LAKE MARGARET/HIGHLANDS CLUBHOUSE

POLICIES FOR USAGE

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 Clubhouse the day before to decorate for the event or the day after for
 clean-up, as there may be another event scheduled or in progress. Please
 note that the keys to the Clubhouse CANNOT be duplicated, as they are
 specially made to prohibit duplication.
- Parking is limited to 23 spaces and is NOT permitted along the driveway of the Clubhouse. If your event exceeds the number of available parking

spaces, please make additional arrangements, such as carpooling, parking at someone's home, etc. Your event should not exceed 40 people.

- You will need to take ALL trash home with you, as there are no trash receptacles on the property.
- Thoroughly clean the Clubhouse after your event. Don't forget to clean the restrooms! You will need to bring your own cleaning supplies & accessories.
- If your needs for your reserved time change for any reason, please notify Arnika to cancel/open up the date.
- The Highlands Board of Directors and/or ACS West, reserves the right to refund deposits, refuse rental or terminate occupancy if, in our opinion, the occupancy may be detrimental to the property. No refunds will be given if occupancy is terminated as a result of violation of our rental regulations, or if the reservation was obtained under false pretenses.

I have read the aforementioned policies and agree to abide by all of the rules listed. I also agree to RETURN the key <u>on or before</u> the date specified.

Signature

Date