

Welcome to The Highlands Clubhouse at Lake Margaret 8006 Clancy Place Chesterfield, Virginia 23838

# The Highlands Clubhouse at Lake Margaret Rental Agreement

The Highlands Clubhouse at Lake Margaret, available to residents of The Highlands, Lake Margaret, and Cypress Glen who are at least 23 years of age and in good standing with the HOA, includes a full kitchen, large entertainment room with fireplace, and an outdoor screened-in patio.

## Steps to Reserve the Clubhouse:

- 1. **Reservation Request:** Email <u>reservations@highlandsca.com</u> to check availability and schedule your event. *Note in the near future, a calendar and reservation system will be available on the neighborhood portal. For now, please email Reservations to coordinate dates. The calendar seen on the highlandsca.com website is not updated during this transition.*
- 2. Rental Agreement: Read, sign, and email this form back to reservations@highlandsca.com.
- 3. **Payment:** Write two checks: one for the reservation fee and the other for the refundable security deposit of \$250. Checks should be made payable to "Highlands Community Association." The deposit will be returned if it is not required. These checks can be mailed to the address given to you via email during the rental process.
- 4. **Reservation Confirmation:** The reservation date is secured only after the signed agreement, and the security deposit is received by the Clubhouse Director. The rental fee must be fully paid at least two weeks in advance of the reservation date.









There are three (3) rental options available: (A \$250.00 refundable security deposit is mandatory for each rental)

- Half Day A.M. Rental: \$150.00 (7am Cleaned and out by 3:30pm)
- Half Day P.M. Rental: \$150.00 (4pm- Cleaned and out by 11pm Fri/Sat)
- Full Day Rental (3): \$275.00 (7am to Cleaned and out by 11pm Fri/Sat)

## **Booking Priority**

With regards to the Lake Margaret Clubhouse booking priority, all residents in good standing are equally entitled to rent the Lake Margaret Clubhouse - no group or committee has standing priority over another. Our booking priority rules have been designed to ensure a harmonious sharing of this wonderful space. By giving paid rentals priority and encouraging non-paid events to primarily book on weekdays, we hope to maximize availability and minimize scheduling conflicts. However, these rules designed to be flexible enough to cater to everyone's needs as much as possible. We appreciate your understanding and cooperation in upholding these rules, which help us in managing the Clubhouse bookings effectively and fairly.

- **Rental Types:** Rentals can either be paid or non-paid. Paid rentals are typically for private events, whereas non-paid rentals are usually for open community events.
  - **Examples of Paid Rentals –** birthday parties, weddings, family gatherings, or any other event where only your group is permitted on site.
  - **Examples of Non Paid Use –** community poker nights, bocce ball tournaments, game nights, and similar events where anyone is welcome to come and join.
- **Booking Priority:** Paid rentals have priority over non-paid rentals for date reservations. If a paid rental requests a date that a non-paid event has already booked more than a month in advance, the paid rental will take precedence and the non-paid event will need to reschedule.
- Booking Schedule for Non-Paid Events: Non-paid events are encouraged to book on weekdays.
  - Friday nights and weekends should generally be left open for potential paid rentals.
  - Non-paid events may reserve a Friday night or weekend date only if it is within one week of the event, and no paid rentals have been booked for those dates.
  - If a non-paid event wishes to reserve a Friday night or weekend date more than a week in advance, it can only be tentative and the event organizers must understand that they may have to forfeit their booking if a paid rental wishes to reserve the same date. Of course, scheduling around this will be discussed with any potential paid renters, to attempt to accommodate both parties.

#### Instructions for Accessing the Lake Margaret Clubhouse

Once your rental agreement is submitted, approved, and all fees and security deposits paid, follow these simple steps to access the Clubhouse:

- Receive Your Pin Code: You will receive a unique pin code via email or text. This pin code is your ticket to access the Clubhouse
- Pin Code Duration: Your pin code will be active 30 minutes before the start of your rental period and will remain active for 30 minutes after the rental period ends. This time is allotted to allow for setting up before your event and cleaning up afterward.

- **Locate the Lock Box:** The lock box is located directly across from the front door of the Clubhouse. If you're facing the door, simply turn around to spot it.
- Unlock the Lock Box: Enter your pin code into the lock box and press the unlock button. To open the lock box, pull it apart. It might require some jiggling and tugging, but with a bit of effort, it should open.
- **Retrieve the Key Fob:** Inside the lock box, you will find a key fob. This fob is used to unlock the main door of the Clubhouse.
- Unlock the Main Door: Tap the key fob once against the door's sensor to unlock the door for one-time access. If you want the door to remain unlocked for the entire duration of your rental period, tap the key fob twice against the sensor.
- **Secure the Key Fob Post Rental:** When your event concludes and it's time to leave, place the key fob back inside the lock box and ensure it's securely closed.

If you encounter any issues with the lock box or are unable to access the Clubhouse, please reach out to the Clubhouse Manager (contact information in signature line of rental email). He/she will provide further assistance, such as directing you to a spare key or remotely unlocking the door for you.

## **Clubhouse Rental Rules and Regulations**

**Usage:** The Clubhouse is intended for the enjoyment of the entire community. It is primarily for residential purposes, private parties, and community events. Commercial activities or businesses are not permitted to operate from the Clubhouse. All events must end no later than midnight.

**Capacity:** The Clubhouse has a maximum capacity of 40 people. This includes event organizers, attendees, and staff members present during the event.

**Responsibility and Conduct:** The resident who makes the reservation is responsible for the conduct of all attendees during the event and should be present for its duration. Guests should behave appropriately and respect the community, including maintaining control of noise levels and refraining from any behavior that may cause damage to the property.

**Alcohol, Drugs, and Vaping:** Alcohol is allowed but must be consumed responsibly. Any person found distributing, selling, or consuming illegal drugs will be immediately removed from the premises and the event may be terminated. No vaping or smoking is allowed inside the Clubhouse or within 25 feet of the building.

**Parking:** 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, it is your responsibility to make additional arrangements.

**Cleaning:** The resident is responsible for leaving the Clubhouse in the condition it was found. This includes picking up all trash and debris, returning any neighborhood property to its original location, and cleaning all areas of the Clubhouse used, including the restrooms. All trash should be removed from the premises, as there are no trash receptacles on-site.

<u>Cleaning Required</u> – We do NOT have a cleaning service that comes between reservations. The way you leave the clubhouse is likely how the next party will see it. The situations below will AUTOMATICALLY trigger a minimum \$50 deduction from the deposit. In addition to completing the cleaning checklist the following are not permitted:

- Food left out in the open or in the refrigerator.
- Failure to follow cleaning instructions. This can include crumbs, spilled liquids, stains, dirty counters and any other situation that would reasonable require cleaning before another event starts.
- o Bathrooms left unclean

**Fees:** Fees for rental and deposit are required at the time of booking. All deposit fees are refundable if the Clubhouse is left in good condition and no violations of rules and policies occur.

Alterations/Decorations: No alterations or changes to the Clubhouse premises are allowed without prior approval from the management. This includes but is not limited to decorations, additional equipment, and changes to the furniture layout. Decorations must not be attached to the walls with tacks, nails, or any other material that may cause damage.

**Schedule Changes:** If you need to adjust your reservation time for any reason, notify the Clubhouse Director as soon as possible. Cancellation must be made at least one week prior to the event date for a full refund.

**Incidents and Violations:** Should an incident or violation of any rule or policy occur during your event, report it to ACS West Management Co. (<u>Samk@acswest.org</u>) and <u>board@highlandsca.com</u> immediately. Violations may result in forfeiture of the deposit and possible additional charges for any damages.

**Right to Refuse or Terminate Rental:** The Highlands Board of Directors and/or ACS West reserve the right to refund deposits, refuse rental, or terminate occupancy if they believe the usage may be detrimental to the property or community. Violation of rental regulations may result in termination of occupancy without a refund.

**Key return:** Failure to return the key within 24 hours after the end of the function will result in a \$50 key assessment (this includes lost keys).

## NOTICE OF LIABILITY

Read and sign below acknowledging all statements

- A. 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.
- B. 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 Clubhouse facility.
- C. 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.
- D. 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 any person or constitute a threat to any property.
- E. 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.

- F. 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.
- G. 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.

I have read the aforementioned policies and agree to abide by all of the rules listed.

Signature	Date
**Renter will be verified as a Highlands' resident prior to	o approval
Resident's Full Name and Address:	
Residents Phone/Contact:	
Event Title/Type:	
Date of Event:	
Deposit and/or Rental Fees: (Deposit of \$250 must be paid to hold event)	
Check all the apply:	
\$250 Deposit	
\$150 Half-Day	
\$275 Whole-Day	