

**HUNTERS CREEK SWIM AND RACQUET CLUB, INC.
CLUBHOUSE RENTAL GUIDELINES
FOR HOA MEMBERS 2019**

GENERAL:

Current residents of Hunters Creek Homes Association (hereafter referred to as "HOA") and members of Hunters Creek Swim and Racquet Club (hereafter referred to as "SRC") in good standing may reserve the Hunters Creek Clubhouse for the sole use of social and other organizational events. The SRC Board of Directors reserves the right to approve or deny the use of the Clubhouse as deemed appropriate.

Use of the Clubhouse and its facilities (kitchen, bathroom, decks) is to be between the hours of 10:00 AM and 1:00 AM. All functions must end no later than 1:00 AM.

There are to be no tacks, nails, or tape on the walls, doors, windows, etc. If you feel you must affix things to the walls, please use painters' tape and remove afterwards. **Renters will pay for any cleanup of residue or damage incurred by affixing decorations to the clubhouse by a deduction from the Security Deposit.**

** Do not drive vehicles on the sidewalk in front of the clubhouse. This is a fire lane and needs to be clear for emergencies.

DEPOSITS AND FEES:

Fees for the use of the Clubhouse is \$250, including cleaning. A refundable Security Deposit of \$250.00 is required, but will be returned/destroyed after post rental walk through is completed. All inspections will take place within 24 hours of the event by the Clubhouse Manager and before any other renter is admitted. The renter has the right to be present during this inspection. If damages are found or the Clubhouse is not in the same condition as prior to the rental, the Security Deposit will be applied to the costs, including extra cleaning due to excessive mess, for example cake frosting on furniture or floors, unwiped spills, etc. Should the damages exceed the cost of the Security Deposit, the renter agrees they are responsible for the remaining amount due and that said amount shall be due and payable within thirty (30) days. Payment for the Clubhouse rental fee, including Security Deposit are due to the Clubhouse Manager NO later than five (5) days in advance of the event. If payment has not been received five (5) days prior to the event, the Clubhouse Manager may cancel the reservation of the Clubhouse without notification to the prospective renter. The Clubhouse Manager reserves the right to call the renter to request the security deposit prior to the rental if another renter is interested in the same date. The reservation will not be considered official until the Contract is signed and the Security Deposit has been made. Any cancellation of the rental by renter must be made at least five (5) days in advance of the event either via phone call or by e-mail to the Clubhouse Manager. **Failure to do so shall result in forfeiture of the rental fee.** Any cancellation by the renter less than five (5) days in advance will be considered on a case-by-case basis by the SRC.

CLUBHOUSE ACCESS:

A specific key code to the Clubhouse will be given only to the renter after a joint inspection of the Clubhouse by the Clubhouse Manager and the renter either the day before or the day of the rental. The renter is responsible for ensuring that the event ends at the designated time, that all heat, air conditioning, lights, fans and oven are off, all trash has been placed in the appropriate containers outside the Clubhouse and that all doors and windows are securely closed and locked.

NOTE: Rental of the Clubhouse during the summer season DOES NOT include access to the swimming pool and pool deck, unless all attendees are current pool members and/or guest passes are available for non-member attendees. A separate form and fees apply for pool party rentals.

NON-SMOKING:

The Clubhouse is a non-smoking facility. A smokers pole is available on the clubhouse deck. Please be sure all smoking materials are disposed of properly.

NOISE:

Renters are required to keep noise to a minimum while using the Clubhouse, especially between the hours of 10:00pm and 7:00am. Herndon has a noise policy listed here: <http://library.municode.com/index.aspx?clientId=10218>.

The Clubhouse area is situated very close to neighborhood houses, and renters must control loud music, conversations and all loud noise of any kind in the Clubhouse area, including the parking lot, pool area and surrounding land. Neighbors have been advised to contact Herndon Police in the event of a noise disturbance.

Renters are responsible for the behavior of their guests and refunds will not be issued in the event that rentals are shut down by Police. If Police are contacted to visit a renters event, said renters may not be allowed to rent the Clubhouse in the future.

CLEANING:

- Cleaning supplies will be on the premises of the Clubhouse (paper towels, trash bags, dish detergent, broom, and mop, etc.) should the renter need them during their rental time. Excessive spills and food residue on furniture and floors should be wiped up at the end of the function.
- **All personal property should be removed immediately after the function, including leftover food/beverages.** The SRC will not be responsible for the loss of any personal effects, dishes, equipment or food. Anything left in the facilities after your function will be considered abandoned and will be disposed of by the Clubhouse Manager.
- **All garbage/trash must be removed from every room of the Clubhouse and placed in the trash containers/dumpster at the corner of the parking lot before the renter locks the Clubhouse.**
- The rental fee includes professional cleaning following the event.

The Clubhouse manager reserves the right to terminate any event that has become unruly or is deemed as threatening to life or property. The Clubhouse manager is authorized to contact law enforcement authorities if there is refusal to comply with the rules of the Clubhouse.

I have read the agreement for the use of the Clubhouse. I fully understand my responsibilities and agree to comply with all conditions of this rental and my signature to the Rental Agreement hereto confirms same.

Signature of Renter: _____

Date: _____

**HUNTERS CREEK SWIM AND RACQUET CLUB, INC. HOA 2019
CLUBHOUSE RENTAL AGREEMENT**

This Rental Agreement made this day of _____ by and between the Hunters Creek Swim and Racquet Club, Inc. (hereinafter "Lessor") and _____ (hereinafter "Lessee") for use of the Clubhouse on _____ .

The Lessee hereby deposits with the Lessor's Representative or Agent a security deposit in the amount of **Two Hundred and Fifty Dollars (\$250.00)** plus a rental fee in the total amount of **Two Hundred and Fifty Dollars (one check for \$150 made to Hunters Creek Swim and Racquet Club and one check for \$100 left blank for cleaning service)** to secure his or her full and faithful performance of all covenants and conditions of this Rental Agreement. The security deposit shall be returned to the Lessee after the end of the rental period, less any expenses to repair damages or cleaning necessitated by the Lessee's use of the premises.

The premises has the following equipment: Stove, refrigerator, microwave, coffee maker, dishwasher, disposal, fire extinguisher, lights, tables, chairs and heating/air conditioning units which are all in proper order and undamaged condition. The Lessor does not provide equipment for the removal of snow and/or ice.

The Lessee assumes the full liability and responsibility for himself, his family, and his guests and shall save the Lessor harmless from any and all liability arising from injury to persons or property caused by any act of omission of the Lessee or his guests. Any defective condition of the property shall be promptly reported to the Lessor's Representative or Agent in his absence, an officer of the Hunters Creek Swim and Racquet Club.

Before receiving the clubhouse key code, the premises shall be jointly inspected by the Lessee and the Lessor's Representative or Agent to establish the condition of the premises and note any existing damage for which the Lessee or will not be held liable. Following the rental, a second inspection will be conducted by the Lessor's Representative or Agent to determine if any portion of the deposit should be withheld as compensation for damages or cleaning as a result of the Lessee's use of the premises.

This Agreement is subject to immediate termination without refund of rental payment or deposit, if the conduct of persons renting the facility creates a disturbance for adjoining property owners, or is such that damage to the facility may result.

Lessee Signature

Lessor's Representative or Agent,
Hunters Creek Swim & Racquet Club

Lessee phone(s)

Lessee address

Lessee email