

Green Run Homes Association Clubhouse Rental Contract

Purpose

All Green Run Homes Association (GRHA) facilities are supported by assessments and are intended for the use and enjoyment of all members in good standing and their guests. Renting members and their guests are expected to properly care for and maintain the facility to ensure it remains in good condition for the continued enjoyment of all Association members.

When the term "Renter" is used, it is to mean any individual who signs the contract to rent the Green Run Homes Association clubhouse.

When the term "member" is used, it is to mean any real property owner who pays assessments to the Green Run Homes Association and is in good standing. (i.e., assessments are current, and there are no outstanding compliance violations).

Eligible Rentals

Only GRHA members in good standing are eligible to rent the clubhouse. The Applicant Member's account must be current at the time of booking and remain so through the event date. Members with outstanding compliance violations or revoked privileges via due process hearing are ineligible to rent the clubhouse.

Rental contracts are between Green Run Homes Association and Renter. Renter may not rent the clubhouse on behalf of another individual, and contracts are non-transferable. Reservations may be made no further than four (4) months in advance of the event date, subject to the discretion of the Executive Director.

The Green Run Clubhouse is for the use of GRHA management approved functions, which will not include for profit events, admission-based functions, political events or other commercial enterprises. GRHA RESERVES THE RIGHT TO DENY ANY REQUEST FOR RENTAL FOR ANY REASON, INCLUDING, BUT NOT LIMITED TO, PRIOR DAMAGE OR NON-COMPLIANCE AS A RENTER OR GUEST AT ANY GRHA FUNCTION OR RENTAL. All Renters must agree and sign the clubhouse rental contract. **Initials**_____

Fees

Maximum capacity: 50 persons

Rental Fee: \$250.00 (includes staff on-call fee)

Deposit: \$300.00

Payment of the Rental Fee and Deposit must be made in full at time of booking or the reservation will not be accepted. Payment must be made by certified check or money order. Credit card payments are also accepted; however, a non-refundable processing fee will apply in accordance with the current credit card fee schedule. **Initials**_____

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Refunds are issued once a month, at the end of each month. Depending on the rental date, the refund may not be returned until the following month. **Initials**_____

Rental Hours

The Clubhouse may be rented between the hours of 1 PM and 6 PM. Rentals are for three (3) hours only. A set up time of one (1) hour prior to the event, which is not inclusive of the hours of the rental contract, will be afforded to each reservation. Renter will have one (1) hour at the conclusion of the event for cleaning. Failure to vacate at the time established for termination of the rental will result in an additional \$50 charge, per every 15 minutes, or part there of which is in excess of the rental period.

Reservations will not be accepted for holidays or holiday weekends. **Initials**_____

Proof of Insurance

All rental agreements require the procurement of event insurance coverage in the amount of at least \$1,000,000, naming the Association as an additional insured. All costs associated with the event insurance will be paid by the Renter. Proof of insurance must be submitted by 5 PM the Monday prior to the date of the event. Failure to provide proof will result in cancellation of the rental and forfeiture of the rental fee.

Reimbursements from the association for canceled parties will not be given.

Initials_____

Cancellation

Written Notice of Cancellation 30 days prior to the event will receive a full refund of the rental fee and deposit; Written Notice of Cancellation less than 30 days but at least 14 days prior to the event will receive a refund of the deposit, with the rental fee being retained by the association; Written Notice of Cancellation less than 14 days prior to the event will forfeit the entire rental fee and deposit. All cancellations must be in writing via email to admin@greenrun.org or hand delivered to the business office at 1248 Green Garden Circle, Virginia Beach, VA 23453. **Initials**_____

Safety, Security System, & Keys

All injuries occurring during the event shall be promptly reported to the designated staff member immediately as it is safe to do so. An accident report must be completed.

Initials_____

There is a Security System in place in the business offices. Any tampering with doors or any other areas could cause the system to be activated. The Renter will be responsible for a \$350.00 fee charged by the Virginia Beach Police Department for alarm calls.

Initials_____

I UNDERSTAND THAT THE BUILDING IS UNDER VIDEO SURVEILLANCE AT ALL TIMES. **Initials**_____

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The doors must remain closed and may not be propped open at any time. Failure to do so may result in the forfeiture of the entire deposit. **Initials** _____

I have been issued a key, fob, and a security code for the rental of the Green Run Clubhouse. The key and fob will be returned the week immediately following the rental to the association office. I understand that the security code will automatically be deleted after the event. Should the key and fob not be returned, I understand that the cost to replace them and re-key the locks will be \$500.00. Failure to properly secure the building may result in the forfeiture of my entire deposit. Should the alarm be set off, and the police subsequently respond, I will forfeit \$350.00 of the deposit. **Initials** _____

The Renter of the event must be present at all times at the event and is responsible for the conduct of all persons attending. Renter understands that they are not permitted to leave the building at any time once they have unlocked the building, until the event conclusion when the building is secured. This includes, but is not limited to, leaving to change clothes or pick up any items for the event. **Initials** _____

Chaperones

One adult chaperone age (21+) is required for every ten minors attending the event. Chaperones must be on duty fifteen minutes before guests are admitted and must remain on duty until all minors have been picked up. *A list of chaperone names and telephone numbers must be submitted one week prior to the event to the association office. * The Parking lot must be clear of all guest and host vehicles at the end of the rental period. **Initials** _____

Entertainment

Sound generated through amplification must remain at an acceptable level that is not offensive to the residents of the surrounding neighborhoods and will not set off the business office alarms. Prompt attention must be given to complaints of excessive noise. If during a staff member's inspection, it is noted the music is too loud, the Renter must adjust the volume of the amplification. If it is noted a second time, the event will be terminated immediately and the deposit forfeited. DJ's and live music are not permitted. Small personal speakers may be used. **Initials** _____

Rebroadcasting may only be done with proper licensing; Renter must ensure that: live music, DJ music, or personal rebroadcasting has proper license. Renter is responsible for compliance with all Federal, State, and Local laws. Renter is responsible for obtaining such documentation, if not obtained Renter may incur any and all fines that may be charged for rebroadcasting. **Initials** _____

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Window Treatments (if applicable)

Damage or stains on the blinds will incur the loss of the rental deposit equivalent to the cost incurred to replace or repair the blinds. **Initials** _____

Alcohol and Smoking Guidelines

The possession or consumption of alcohol, in any form, is strictly prohibited – both inside the clubhouse and in the surrounding common areas. Any violation of this policy is grounds for immediate cancellation of the rental without a refund. The Renter is solely responsible for the conduct of all attendees. **Initials** _____

Smoking and vaping are not allowed inside the clubhouse at any time. Any violation will result in the forfeiture of the deposit and immediate cancellation of the rental.

Initials _____

Decorations

Decorations may not be placed on the walls, columns, windows or doors using tape, nails, staples, tacks or any other adhesives. Helium balloons are not allowed. A helium balloon fee of \$50.00 per balloon will be charged. **Initials** _____

Tables and Chairs

No standing, leaning, or sitting on tables. No standing on chairs. Any broken chairs or tables will incur the loss of the rental deposit equivalent to the cost incurred to replace or repair the item. **Initials** _____

Clean Up/Trash Removal

All trash must be bagged and placed in the outside receptacles. Failure to bag trash will result in a forfeiture of \$100.00 of the deposit. No trash may be placed on the outside of the receptacles; any trash that will not fit into the trash receptacles must be removed from the property by the Renter. **Initials** _____

Restrooms must be free and clear of graffiti and trash. Any debris or spills during and after the event must be cleaned immediately. All food and beverages must be properly disposed of, and no unconsumed food or beverages shall be left in the clubhouse.

Initials _____

All tables and chairs must be cleaned and free of debris. Failure to clean the tables and chairs will result in a forfeiture of \$100.00 of the deposit. **Initials** _____

Renter will be charged for any additional clean-up required or any damage that occurs during the event. Any amount due in excess of the deposit will constitute an assessment against the property of the Member and must be paid within 10 days of the invoice.

Initials _____

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Cooking of any kind is not allowed on the premises. No cooking appliances, pots, pans, fryers, rice cookers, grills or the like may be used. **Initials**_____

All locked areas are the property of the Association and are not available during the rental. Should any of these items be opened, and/or damaged, the cost to repair or replace any item shall be borne by the Renter. **Initials**_____

The thermostats will be set at normal temperatures. At the conclusion of the event, the thermostats must be set to 74 in the summer and 68 in the winter. **Initials**_____

The use of any device that emits smoke – such as smoke machines – is strictly prohibited on the premises, as it may trigger the fire alarm system. Any damage to the fire alarm system resulting from such use will be repaired at the Renter's expense. The Renter will be responsible for a \$350.00 fee for false alarm calls to the fire department. **Initials**_____

Any representative of the Association may enter the building at any time to ensure compliance with the rules of the contract. Should it be determined that there are any violations of this agreement or safety concerns, the rental will be immediately terminated, the premises will be cleared, and no refunds will be given. **Initials**_____

Waiver and Agreement

I acknowledge that I have read and understand the guidelines for clubhouse rentals as provided above. I understand that any violation of these guidelines may result in the immediate termination of the rental agreement, cancellation of the event, and/or forfeiture of the full deposit.

I further agree that the Green Run Homes Association (GRHA), its Board of Directors, staff, volunteers, members, agents, and representatives, shall not be held liable for any losses, damages, injuries, or expenses arising from or related to any personal injury or property damage in connection with the use of the facility. I waive the right to bring any legal action against the aforementioned parties on behalf of myself or any individual in attendance.

I, the undersigned responsible party of this rental, agree to the following terms:

I will accept full responsibility for the use of the facilities and ensure that all guests and invitees abide by the rules and regulations of Green Run Homes Association (GRHA).

I will ensure that the facilities are properly cleaned and returned to their original condition following the completion of the event.

I will be present for the entire duration of the event, including setup and cleanup.

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I accept full financial responsibility for any damage to the facilities or equipment and understand that I may be charged for damages or costs that exceed the deposit.

I understand that any costs associated with repair or excess cleaning will be deducted from the deposit.

I assume full responsibility and all risks of injury to myself, my family, or guests. I agree to fully indemnify and hold harmless Green Run Homes Association (GRHA), its Board of Directors, staff, volunteers, members, agents, successors, and assigns from any claim, action, liability, loss, damage, or legal action arising from or related to my use of the facilities.

This agreement shall be binding upon and benefit the parties, their successors, assigns, and personal representatives. The undersigned agrees to pay all reasonable attorney fees and court costs incurred in the enforcement of this agreement.