

I. RESPONSIBILITIES OF MEMBER RESERVING FACILITY

- A. The member reserving the facility must be present at the function for the duration of the event, must agree to comply with all rules and regulations, and must take full responsibility for his guests' conduct and use of the facilities. Any infraction of any of the rules may result in the loss of the security deposit and / or suspension of all recreation privileges.
- B. The Recreation Association simply rents the premises to the sponsoring member and takes no responsibility and accepts no liability for any occurrence on its premises.
- C. Abide by all the conditions and rules outlined in this document (sections I. through V.).
- D. Alcoholic beverages may be present inside the recreation facilities as long as you indicated on the original application and are abiding by Virginia state laws.
- E. The facility must be vacated no later than 1:00 a.m. The member reserving the facility assumes responsibility for any damages to the facility. In any case, the claim of the Four Seasons Recreation Association for damages shall prevail. Replacement costs or costs to repair damages, including materials and labor, will be deducted from the security deposit. Cost of damages shall also include any necessary labor costs in performing clean-up not done by reserving member. If the facility is not returned in acceptable condition by the release time, an additional 25% of the total deposit will be forfeited.
- F. If charges resulting from damages and cleaning exceed the amount of the remaining deposit, the member who reserved the facility is personally liable for said charges and must make total payment on the charges remaining after the deposit is extracted, no later than 15 days following the private function. Failure to do so will result in legal action being taken. The responsible member will assume all collection and legal fees of the Recreation Association if such action is necessary.

- II. In the case of damages to the facilities, the following listing of penalties and costs will be charged to the reserving member at the discretion of the RD/BD:

Charges	Damages
Replacement cost	Furnishings, fixtures, equipment or any other item in the facility damaged to the extent that it can no longer be used, at the discretion of the RD/BD. Replacement cost will include any installation, delivery or other cost necessary to replace item.
Repair cost	Furnishings, fixtures, equipment, or any other item in the facility damaged to the extent that it can be repaired, at the discretion of the RD/BD. Repair cost will include materials and labor.
25% of deposit	Failure to return facility in pre-used condition.
25% of deposit	Damages to the facility or if anything contained in the facility is damaged and replacement or repair is not feasible, at the discretion of the RD/BD (example; burns to carpet; scratches, cracks, burns to furniture, etc.).
25% of deposit	Failure to turn off lights, oven and burners.
25% of deposit	Failure to return any clubhouse key as instructed.
100% of deposit	Failure to lock doors or gates.
\$ 100.00/hr	Charge for any cleaning
100% of deposit	Exceeding the maximum capacity limit of 51 persons.

III. GENERAL RULES

- A. Any exceptions to these rules must be approved by the Recreation Board of Directors.
- B. No member can have more than one outstanding reservation at a time per facility.
- C. The tennis courts cannot be reserved.
- D. No furniture or equipment can be removed from the clubhouse or facilities, or stacked unless approved by the BD/RD. Only folding tables or chairs permitted on deck.
- E. Only board approved clubs or committees may charge admission to open functions or activities.
- F. The facilities may only be reserved when not scheduled for regular open hours.

- G. The number of people attending a function is limited to 51 for the clubhouse (150 for the pool).*
- H. The fireplace cannot be used. *
- I. No cooking will be permitted on the sun deck. *
- J. No glass containers (including drinking glasses) will be permitted on the sun deck.
- K. Wet bathing suits are not permitted at any time in the upstairs portion of the building.
- L. Decorations cannot be attached to the walls.
- M. No animals will be allowed in the clubhouse except for Service dogs.
- N. Fire exits will be always kept freely accessible.
- O. Chaperones must be provided for private functions attended by persons under 18 years of age.
 - a. One adult chaperone is required for every 20 persons under 18 in attendance. No less than half of the chaperones shall be members of the Recreation Association.
 - b. "Chaperone" is defined as a person at least 21 years of age whose attendance is for the purpose of supervision of the activity and enforcement of the rules of the Recreation Association.
- P. Clubhouse reservations must end at 12:00 AM. and the facility be vacated by 1:00 AM. Pool reservations must end at 12:00 a.m. and the facility be vacated by 12:30 AM. The facility must be in release condition by 1:00 a.m. the morning following the rental.
- Q. Board members have the right to enter the event if there seems to be an issue with rental.
- R. Smoke/ Fog machines or similar devices are not permitted inside the clubhouse. *
- S. No smoking or other "vape"/ tobacco products are permitted anywhere inside the clubhouse, on the outside deck or stairs of the facility, or anywhere within the fenced area surrounding the swimming pool and/or picnic/ playground areas. *
- T. Vehicles parked in the fire lanes are subject to towing without notice.
- U. Premises are under internal and external video monitoring. (Do not tamper with or disable these devices) *
- V. If AED equipment is damaged, you take full responsibility to replace.

NOTE: Violation of Warnings marked with Asterisk (*) may be subject to forfeiture of entire rental deposit.

IV. SECURITY DEPOSIT

- A. General
 - 1. The \$500 security deposit must be paid prior to the reservation date.
 - 2. The security deposit is payable in the form of cash to a Recreation representative.
 - 3. The security deposit is retained by the Association for five business days following the reservation.
- B. Pre - Inspection
 - 1. Conducted by the member reserving the facility along with the BD/RD to determine the facility conditions prior to the function. A check list must be completed. It is the responsibility of the reserving member to make note of any existing damages on the checklist.
- C. Post-Inspection
 - 1. The facility must be in release order at 1:00 a.m. the following day, or time specified on the Rental Request Form by the BD/RD.

2. The BD/RD will conduct an inspection with the member reserving, if available, following the release time.
3. The BD/RD will authorize complete refund of security deposit if condition of the premises is determined to be satisfactory.

D. Refund

1. Refunds will be made by the BD/RD.
2. All the security deposit will be refunded if the facility is returned in the pre-used condition by the release time.
3. Any charges incurred as a result of damage or clean-up will be deducted from the amount of deposit. See Responsibility of Member Reserving Facility section for information regarding damages.
4. If the Police or Fire Department are called during the rental, the entire deposit may be at risk depending on the circumstances and / or reason for the call. This is at the discretion of the BD/RD in consultation with the Board of Directors.

V. CANCELLATION

1. Refund of the Rental Fee is based on the date of the cancellation prior to the reserved date for the function.
 - a. None - If canceled 5 days or less prior to the confirmed reservation date.
 - b. 50% - If canceled 14 days or less but more than 5 days prior to the confirmed reservation date.
 - c. 100% - If canceled 15 or more days prior to the confirmed reservation date.
2. A 100% refund may be awarded by the BD/RD if the reservation date was not utilized due to inclement weather.

FOUR SEASONS RECREATION ASSOCIATION - CLUBHOUSE RENTAL AGREEMENT

I, THE UNDERSIGNED, DO CERTIFY

That I have read and understand the provisions of this agreement as outlined in Sections I. through V. above.

That I am a member in good standing of the Four Seasons Recreation Association, as defined in the covenants of the Association (i.e., an owner or properly recorded delegate).

I AGREE to indemnify and hold harmless the Association and its directors and officers, employees and agents from any claims, litigations or other actions for any injury or damage to property or any other type of claim to include the cost of defense, attorney's fees, court costs, etc. I deposit the sum of \$500.00 to secure my full and faithful performance of all conditions of this agreement.

Printed Name of Reserving Member

Signature of Reserving Member

Date

Signature of Recreation Representative

Date
