



Bell Creek Clubhouse
9001 Brigadier Road
Mechanicsville, VA. 23116
Voicemail (804) 277-9588
BellCreekClubhouse@gmail.com

BELL CREEK FACILITY GUIDELINES, RULES, AND REGULATIONS

Non-Member, Homeowner Sponsored Rental Agreement

Reservations are First Come, First Served

Reservation requests can be secured no more than 12 months in advance.

<p>Full Day (10am-12am) Access to Entire Facility (*Except where posted)</p>	<p>\$375 Rental Fee \$500 Refundable Security/Damage Deposit Facility Cleaning is included. (See agreement for details and responsibilities)</p>
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Bell Creek Single Family Homeowners Association
Non-Member Clubhouse Rental Agreement
(*subject to change)

The Bell Creek Community is proud of its Clubhouse, and we are pleased to be able to share it with you. We hope that you will enjoy using our facility for your event. We know that you will take care of our Clubhouse as if it were your own and preserve it for others to enjoy after you. Please contact the Bell Creek Clubhouse Committee at bellcreekclubhouse@gmail.com with questions concerning use of the facility prior to your event.

For emergencies at the Clubhouse call:

911, Hanover County at (804-365-6140), or Community Group at (804-270-1800)

Mail rental agreement, rental fee, and security deposit to (if not collected by Club House Committee)

Bell Creek Single Family HOA
C/O Bell Creek Manager, Community Group
3901 Westerre Parkway, Suite 100
Richmond, VA 23233

Note:

This contract will need to be reviewed and completed by both the sponsored renter and the Homeowner's Association Member doing the sponsoring, and both parties are responsible for its content. By signing this agreement, the "sponsoring" Homeowner is agreeing that any outstanding payments, including deposits and damage costs, will be applied to their Homeowner Association account, should the sponsored renter have a balance due.

Listed below are rules and procedures adopted for all who use the Clubhouse:

Reservations, Access, Rates and Deposit:

1. The Clubhouse may be rented by Bell Creek homeowners, Board approved organizations, or non-members with a homeowner sponsor. Reservations are on a first come, first served basis and reservations can be made no more than 12 months in advance. All Clubhouse reservations must be made through the Bell Creek Clubhouse Committee at BellCreekClubhouse@gmail.com. Rental of the Clubhouse does not include or allow use of the pool, access to the pool deck, use of the playground, or tennis courts, basketball court or access to the shed or its contents.
2. **Our Clubhouse is available** for access between 10:00 AM and midnight. The facility can accommodate a maximum of no more than 180 people. Any person(s) associated with your event must vacate the premises on or before midnight. In order to comply with Hanover County Noise Ordinance, all music and noise must be reduced at 10:00 PM as not to disturb others. Police reports about noise will result in a loss of your security deposit. No illegal activities are permitted.
3. **To reserve the Clubhouse** and secure your event date and time, this signed rental agreement, copy of your driver's license, must be completed, signed, and returned to 1. a Bell Creek Clubhouse Committee Chairperson, or 2. Community Group, with the rental fee and deposit in 1. online payment (if available) or 2. two separate checks **made payable to Bell Creek Single Family HOA**. Note: online payment for the rental fee and check deposit is acceptable. Only personal checks will be accepted for deposits. Cash will not be accepted. Once agreement paperwork and fees are confirmed received by a Bell Creek Clubhouse Chairperson or Community Group, you will get a confirmation email from the Clubhouse Committee for your reservation.

The reservation fee(s) are non-refundable unless your reservation is cancelled, in writing, to BellCreekClubhouse@gmail.com more than six (6) months prior to your rental date/event.

The security/damage deposit is refundable providing the building is left secure with no doors or windows left open or unlocked, all of the furniture is clean and put back in its original position, there are no damages to any equipment or property, no items are missing, there are no unusual odors or excessive cleaning needed, and/or there are no noise calls made to the Hanover County Sherriff's Office. Additional fees may be assessed to cover costs over and above the damage deposit. The security/ damage deposit is shredded after a post walk through is completed by the Clubhouse Committee.

Your inquiry date is NOT secured until you get an email from the committee, per above.

4. **Access to the Clubhouse** for your event will be provided during a pre-event walk through. The renter is responsible for scheduling a pre-event walk through with the Clubhouse representative as soon as possible via bellcreekclubhouse@gmail.com. This walk through will be held within five (5) days of the scheduled event date. The renter's failure to schedule a pre-walkthrough, the renter will assume responsibility for all damages in the clubhouse after the event.
5. **To hold a date at our Clubhouse**, a *non-refundable* security deposit of \$100.00 and a copy of your driver's license is required. The reservation hold will be honored for no more than five (5) days, including weekends and holidays.

Note: If the building is left unlocked, your entire deposit will be forfeited. Any charges made against the deposit will be explained. The cost of cleaning or repairing damages will be deducted from the deposit. If the cost of cleaning or making repairs exceeds the amount of the deposit, the renter will forfeit the deposit and pay the Association the difference within ten (10) days of receipt of a written explanation of the charges.

Clubhouse Banquet and Event Venue Rules:

1. **Access to Clubhouse:** Upon your rental payment being made, your deposit being received, and your Rental Agreement being accepted and signed, you will be given access to the Clubhouse during on the date and for the timeframe agreed upon.
2. **Access to the Clubhouse is through the front doors, with a digital access code** which will be provided to you and will only be available to be used during the timeframe of the event. Accessing the Clubhouse before and after the timeframe is not allowed, unless authorized ahead of time, for which your code will have access. The code provided to you is not to be shared with anyone outside your party and the use of the code is monitored remotely.
3. **To use your ACCESS CODE, tap the screen to illuminate the key pad, type your number + # and the door will unlock.**
4. **Your rental includes** access to the Clubhouse parking lot for you and your guests, the main rooms of the Clubhouse including the kitchen, main room, "dining" or "conference" room, "side" room with the glass window, bathrooms, maintenance closet, chair/table room and side patio.
5. **Access of any other areas of the property is prohibited, which include the pool deck, locked closets, sheds, playground, and tennis courts. Your guests may not use the playground, tennis court or basketball court.**
6. Unauthorized access to the Clubhouse's locked rooms, the pool deck, sheds, or other areas of the Clubhouse grounds or buildings not included in your rental, is grounds of forfeiture of your deposit to accommodate for inspection of doors, locks, labor, and parts.
7. **Cleaning:** Renters are *responsible for removing all trash and placing it in the bins located in the back* of the banquet facility. The cost to clean the banquet space after your event is included however, trash left in or around the banquet facility will result in a deduction from your damage deposit.
8. **Alcoholic Beverages:** If alcohol will be on the premises, it must be disclosed on the rental application and must comply with all regulations of the Virginia Department of Alcohol Beverage Control. **A copy of your banquet license must be provided to the site prior to the event date.** Alcohol must be complimentary in nature and may not be sold on the premises. **No alcohol may be left in the Clubhouse the night before the event.** If you serve alcohol at your event, it must stay in the Clubhouse. Alcohol may not be served to anyone under the age of 21 years or to anyone who is intoxicated, and the renter assumes all responsibility. **The Renter is required to apply for a Virginia ABC One-Day Banquet License at abc.virginia.gov.** The original banquet license must be provided to the site during the pre-event walk through, prior to the event date, and will be posted during the event.
9. **Smoking** is not permitted inside the Clubhouse at any time. Guests may smoke outside of the Clubhouse *and* about three (3) feet from any egress. Cigarette butts must be properly disposed of in provided container on the side patio deck. No illegal activity is permitted.
10. **Decorations** must not be attached to the walls or trim with tape, thumbtacks or push pins. Failure to comply will result in a loss of the damage deposit. You may use tape or suction cups on windows or glass however, if any tape adhesive residue is found there will be a deduction from the damage deposit. Any and all currently placed decorations within the Clubhouse which are property of the Bell Creek HOA must remain in place and/or be returned to their original location without damage.
11. **No Rice, Birdseed, Confetti, Glitter, or Fireworks** of any kind, including **Sparklers** are allowed to be used at or around our Clubhouse.

12. **Open Flames:** Candles, votive candles, candelabras, or any open flame décor must be contained in glass, ceramic, non-flammable container or another protective enclosure. Clean up of any wax is considered additional cleaning and will result in a deduction from the damage deposit. No grilling of any kind is permitted on the direct property, on the patio or inside the Clubhouse. **If a party wishes to use a grill, it may be used in the parking lot area only**, as long as it's safe to do so and does not risk damage to any property or foliage.
13. **Clubhouse Furniture:** **All clubhouse furniture must remain inside of the building at all times.** To avoid scratches and damage to the hardwood, please lift, do not drag any chairs or furniture. **All furniture must be returned to its original location at the conclusion of your event, including tables, chairs, folding chairs and folding tables**
14. **Items rented** from vendors (linens, chairs, tables etc.) must be delivered and removed on the day of the rental, unless otherwise arranged with the Clubhouse representatives. No exceptions will be made for alcoholic items.
15. **Vehicles** are not permitted on the grass areas or sidewalks.
16. **Animals** are not allowed inside of the facility.
17. Private functions shall be attended by and under the supervision of the renter at all times.
18. Trash can liners are provided, but kitchen dishes and utensils are not available.
19. After any event, remove any items in the refrigerator, turn off all interior lights, and leave the Clubhouse as you found it. Please walk around the Clubhouse and confirm that every door and window is locked and close all blinds.
20. Clubhouse food, drinks, paper products, coolers, etc. are not to be used by Clubhouse renters or their guests.
21. Bell Creek Single Family Residential Owners' Association is not responsible for lost, stolen, or left behind items and/or articles of clothing.
22. Bell Creek Single Family Residential Owners' Association reserves the right to cancel a reservation in the event that the Clubhouse suffers damage or other reasons that cannot be corrected prior to the reservation date scheduled. Such a cancellation by Bell Creek Single Family Residential Owners' Association will result in a full refund of both usage fee and deposit to the homeowner.

Video Surveillance

I understand that Digital Security Surveillance is used in and around the Clubhouse. It is used solely for the purposes of deterrence or detection of criminal activity, including theft, vandalism, or other damages where there is no reasonable expectation of privacy. I understand that no access to video surveillance records shall be provided to any Renter, Homeowner, Guest(s), Organization, Association or Company and is restricted to the Bell Creek Single Family Board of Directors and Bell Creek Clubhouse Chair for the sole purpose as stated herein. Digital security surveillance is not monitored and under normal conditions, all footage is automatically erased/overwritten by the manufacturer every seven (7) days. **Disabling, unplugging, covering, altering or damaging any of the video surveillance equipment will result in a loss of your security deposit.**

Inclement Weather Policy

Either the Renter or Bell Creek can cancel the use of the facility, as a result of inclement weather. The renter and Bell Creek shall hold each other harmless for such a decision. If the reason for the inclement weather is snow or ice conditions, the Renter may continue with their event at their own risk, as long as they contract to and do provide snow and ice removal at their own expense (using Bell Creek's contractor). **Renter must give a minimum of 24 hours prior to the scheduled event of the desire to contract for snow and ice removal at the renter's own expense by emailing bellcreekclubhouse@gmail.com.** If the renter fails to contract for snow and ice removal prior to and/or during the event, Bell Creek retains the right to cancel the event.

Liability

1. I (the Renter) assume all responsibility, risks, liabilities, and hazards associated with including, but not limited to, the serving or presence of alcoholic beverages for the above event/activity, rental, and use of the facility.
2. I (the Renter) agree to indemnify and hold harmless the Bell Creek Single Family Homeowners Association, its officers, directors, volunteers, 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, attorneys' fees) for any and all injuries or damages to self, and/or guest(s), and/or third parties person(s) and/or property, including any entity providing service to the renter or, directly or indirectly resulting from or associated with the Event. This includes, but is not limited to, any and all third parties on the Premises as a result of this Event, such as: vendors, bands, DJ's, caterers, emergency medical staff, police department, fire department, and/or any other entity providing service, whether requested or not, to the Event.
3. I (the Renter) assume all responsibility for any and all damages to the facility, equipment, parking lot, and/or grounds and agrees to pay, upon presentation of an invoice, any and all costs incurred to restore the facility to its previous state, including but not limited to those damages caused by him/herself, and/or guest(s) and/or any third parties involved, including any entity providing service to the renter or, directly or indirectly resulting from the Event. This includes, but is not limited to, any and all third parties on the Premises as a result of this Event, such as: vendors, bands, DJ's, caterers, emergency medical staff, police department, fire department, and/or any other entity providing service, whether requested or not, to the Event. Damages includes physical damage to any part of the Premises, personal injury to any person(s) attending the Event, any unpaid balances to third-party vendors, and any other physical, financial, or personal damage sustained as a result of this Event.
4. Bell Creek Association is not responsible for any lost, damaged, or stolen articles, including any items delivered or stored at our facility from a third- party vendor.

Hanover County Noise Ordinance

The Hanover County Noise Ordinance, in part prohibits: "Operating or permitting the use or operation of any radio receiving set musical instrument television, phonograph or any other device for the production of sound between the hours of 10:00 p.m. and 8:00 a.m. the following day, in such a manner as to be plainly audible across property boundaries or through partitions common to two (2) residences within a building. Operating or permitting the operation of any radio, tape player, compact disc, or other device for the production of sound on a public right-of-way or in a public place in such a way that the sound is plainly audible at a distance of fifty (50) feet from such device, whether or not the device is situated within a motor vehicle."



Non-Member, Homeowner Sponsored Rental Agreement

By my signature, I certify that I understand and agree to abide by the terms stated in agreement.

Renter's Name: _____ Email: _____

Renter's Street Address: _____

Cell Phone: _____ Alternative: _____

Date of Event: _____ Start and End Time: _____ to _____

Type of Event: _____ # of Guests: _____

HOA Sponsor's Name: _____ Email: _____

Sponsor's Address: _____ Cell Phone: _____

Will alcohol be served on the premises? Yes No

Is day before delivery or storage of items from a rental company needed? Yes No

Are you a first-time renter of the Bell Creek Clubhouse? Yes No

Rental Cost (Includes cleaning fee) \$ \$375.00

ACCESS CODE:

Prior Day Rental Cost (If day before is desired) \$ _____

Total Rental Cost: \$ _____

I have read and understand the Facility Guidelines, Rules and Regulations that govern the facility reservations and agree to abide by them. If alcohol will be on the premises, I understand that I will be sole fully and completely responsible for complying with applicable laws and will hold harmless: Bell Creek Property Owners Association, the Bell Creek owners, and the Managing Agent, Community Group, Inc.

Renter's Signature _____ Date _____

Sponsor's Signature _____ Date _____

Payments Received:

Total Rental Amount: \$ _____ Received by _____ Date: _____

Deposit Amount: \$ _____ Received by _____ Date: _____

Deposit Shredded Date _____