

APPENDIX I.

HAMPTON CHASE RECREATION ASSOCIATION
Recreational Facilities Use & Rental Agreement
For Homeowners
Effective March 15, 2018

INSTRUCTIONS

1. Please review the use and rental agreement packet carefully.
2. Initial and sign where required.
3. Send **TWO** checks for clubhouse usage. Send one check for the security deposit and one check for the rental fee. If, pool life guards are required for your event, please submit a **THIRD** check. These cannot be on the same check. Make all checks payable to "Hampton Chase Recreation Association".
4. Return the rental agreement along with the appropriate checks to Cardinal Management Group:

*Hampton Chase Recreation Association
c/o Cardinal Management Group, Inc.
4330 Prince William Parkway, Suite 201, Woodbridge, Virginia 22192
703-569-5797(main) 703-866-3156 (fax)*

5. Contact the community manager at Cardinal Management Group approximately five (5) days before your scheduled party to set up a time for the pre-event inspection and distribution of building keys.

The rental agreement must be returned at least two (2) weeks before the event. No, parties will be scheduled if the request is made less than two (2) weeks before the event. Cancellations made less than one (1) week prior to the scheduled rental will be subject to a cancellation charge of 50% of the rental fee. Partial rental fees will not be refunded due to vacating the premises early.

Anyone wishing to have a pool party must make arrangements with the pool management company to have guards available and are responsible for any additional fees. Please contact Cardinal Management Group to initiate the arrangements.

REMINDERS

Your event will be scheduled on the calendar only after all items, including appropriate deposit and rental fees, have been received by Cardinal Management Group.

**APPLICATION FOR USE AND RENTAL AGREEMENT
OF HAMPTON CHASE RECREATION ASSOCIATION**
Effective March 15, 2018

NAME: _____

ADDRESS: _____

TELEPHONES: (Home) _____ (Cell) _____

Contract Signature & Date: _____

Event Date: _____

Facility: Rec Center _____ Kitchen _____ With Pool Deck _____**
Pool:** Grass Area (deep end) _____ Grass Area (off kitchen) _____
Hours: Start _____ End _____

(Please state the actual start and end time of the event. Two hours will automatically be added to the start and end times for set-up and clean-up).

Type of Event: _____

Number of Guests: _____

Deposit Received *** \$ _____ Date/Mgr's Initials _____

Rent Received \$ _____ Date/Mgr's Initials _____

** Additional fees and restrictions apply. Please see separate section on pool rental procedures.

*** In accordance with a decision made by the Board of Directors effective March 20, 2003, a \$50 charge will be made for failure of a member renting the clubhouse to keep an appointment for a pre-event or post-event inspection with Cardinal Management Group. This charge will be deducted from the security deposit.

WITNESSETH

For other good and valuable consideration, receipt of which the parties hereby acknowledge, the parties hereto agree as follows:

SECURITY AND RENTAL PAYMENT

All forms of payment must be either check or money order. Renters may reserve the recreation facilities as long as the owner of record is current with their Hampton Chase Recreation Association dues and in good standing with the HCRA. No tentative events are accepted. The

security deposit, only, is refundable, provided the recreation facility is returned to its pre-rental condition.

Checks and Money Orders are to be made payable to HAMPTON CHASE RECREATION ASSOCIATION. There will be a \$25.00 service charge for checks returned by the bank. Deposit refunds or portions thereof will be mailed to the address listed on the application within 14 days after the event.

FALSE ALARM PROCEDURES

In the event the alarm is set off because the renter failed to enter the access code properly or within the allotted time (60 seconds); the renter must immediately contact the following individuals in the specific order as identified on Exhibit D.

If you are unable to contact these individuals or the alarm goes off due to the inability to set the code correctly for any reason, any and all fees associated with the alarm shall be charged back to the renter.

PRE-INSPECTION/POST-INSPECTION

A pre-inspection walk-through with the owner and/or designated representative and a member of the management company must be conducted at least one business day prior to your event. No owner shall be granted access to the recreation facility prior to the pre-inspection walk-through. Any discrepancies should be noted on the attached form marked Exhibit A.

A post-inspection walk-through will be conducted the first business day following your event with the owner and/or the designated representative and a member of the management company. Any damage discrepancies will be noted on the attached form marked Exhibit A. The cost of damages resulting from the event will be deducted from the security deposit.

Inspections are scheduled on the above noted days only. Changes due to emergency situations may be considered as grounds for rescheduling with proper notice.

SET UP REQUIRMENTS

All events are allowed up to two (2) hours for set-up time. Hampton Chase Recreation Association is NOT responsible for damages resulting from stored food or rental equipment left overnight. No food, beverages or decorations may be placed at the recreation facility in advance of the aforementioned two (2) hour period.

DURING THE EVENT

The inclusive reservation times stated on the application will include cleanup and post-event inspection. In the event a party is not concluded by the time stated on the contract, future reservations may be restricted.

Rental of the clubhouse is limited to the party room, dance hall area, bathrooms, and kitchen. Reservation of the clubhouse does not include the bar-be-que area, grass lawn area, or pool

deck, unless otherwise indicated on the reservation. **NO ONE** is allowed outside on the pool deck after hours unless you have rented the pool and have made prior arrangements.

Any usage of the pool during a member's rental of the facility, without prior approval, will result in the total forfeiture of the user's security deposit.

NO music will be allowed outside the clubhouse and all music, whether live, radio, stereo, etc. must be contained inside the building and played at a moderate level. Music at a moderate level may be played on the patio deck or grassy areas, provided the renter has rented this area, and cannot disturb the neighbors. If any noise complaint is received, the music will be turned off immediately, and not played for the remainder of the event.

The recreation facility is a no smoking building. Smoking is only allowed outside the facility.

ALCOHOL

I/We agree that the sale of alcohol to guests during private parties is expressly prohibited. I/We agree that the acceptance of donations is expressly prohibited. I/We agree that violation of these rules may result in the forfeiture of the security deposit. I/We further agree that we shall defend, indemnify and hold the Association, its officers, agents and employees free and harmless from any and all claims, damages or causes of action, including legal fees, associated with my/our provision of alcoholic products for profit.

Initial _____

YOUTH ACTIVITIES

Any activity consisting of 75% youth (under 18 years of age) must be chaperoned. One chaperone, over the age 21, for each 10 youths must be present at all times. All parties must end and areas cleaned no later than 11:00 p.m. on weekdays and 12:00 midnight on weekends and holidays.

NO ALCOHOLIC BEVERAGES ARE PERMITTED.

I agree to comply with the regulations set forth in Youth Sponsored Activities. I also agree to remain in attendance throughout the event.

Initial _____

POOL RENTAL

There are three (3) different types of rental of the pool deck and/or grass areas permitted by the HCRA. The areas to be rented must be indicated on the application, and the member shall abide by the respective provisions below.

During the summer, when the pool is open for use, guest fees, at the current rate established by the Board, must be paid at the pool upon entrance for any person who is not a member of HCRA. In accordance with the pool rules, please notify contact Cardinal Management at least two (2) weeks prior to your event to provide for proper life guard staffing if you plan to have

more than eight (8) guests. Due to insurance reasons, only the life guards employed by the current pool management company can be used.

Misuse of the pool may result in serious consequences for the entire community including, but not limited to, the pool being closed or extra-curricular activities (swim team) being cancelled by Fairfax County.

(a) Pool Deck with Clubhouse Facilities rental:

If a member has a party off-season, when the pool is closed, your guests are NOT permitted to use the pool deck. At no time may anyone walk on the pool deck, the pool covers or use/rearrange the outdoor furniture stored under the overhang.

A member may only reserve the pool deck for a party after-hours, during the pool season. The pool cannot be closed for a private party during normal operating hours. Lifeguards are required for private parties. You may allow your guests to swim provided that arrangements have been made through the Management Company and/or the Pool Company for lifeguards to be available, at the renter's expense.

There is a three (3) hour minimum for use of life guards for two hours of swimming plus one hour of clean up. Any additional swimming time will be added to this minimum. Clean up by the lifeguards is limited to the pool area only and does not extend to the pool deck and actual clubhouse. All requirements for returning the pool deck and clubhouse to pre-rental condition will apply to the renter. In any case, you will be billed for the one hour of clean up even if you do exit the pool early.

Wet bathing suits and wet towels are not allowed in the meeting room at any time and may not be hung on any furniture.

The renter must be present at all times for the duration of the party event.

Cancellations of private pool parties require one (1) week notice and are subject to a cancellation charge of 50% of the rental and lifeguard fees.

(b) Grass Area with Clubhouse Facilities rental:

If a member has a party off-season, when the pool is closed, you may allow your guests to use the grass area next to the clubhouse kitchen. At no time may anyone walk onto the pool deck, the pool covers or use/rearrange the outdoor furniture stored under the overhang.

If a member has a party during regular pool hours, you may allow your guests to swim, provided that arrangements have been made through the Management Company and/or the Pool Company for lifeguards to be available, at the renter's expense.

The renter must be present at all times for the duration of the party event.

There is a three (3) hour minimum for use of life guards for two hours of swimming plus one hour of clean up. Any additional swimming time will be added to this minimum. All guests must exit the pool upon closing. Clean up by the lifeguards is limited to the pool area only and

does not extend to the grass area and actual clubhouse. All requirements for returning the grass area and clubhouse to pre-rental condition will apply to the renter.

Wet bathing suits and wet towels are not allowed in the meeting room at any time and may not be hung on any furniture.

Cancellations of private pool parties require one (1) week notice and are subject to a cancellation charge of 50% of the rental and lifeguard fees.

(c) Grass Area rental only:

Rental of the grass area **only** is limited to the pool season and is limited to the area next to the deep end of the pool, inclusive of the bar-be-que area. Parties are limited to **50 persons**, regardless of age, due to space constraints of the grass area.

You may allow your guests to swim, provided that arrangements have been made through the Management Company and/or the Pool Company for lifeguards to be available, at the renter's expense.

The renter must be present at all times for the duration of the party event.

There is a three (3) hour minimum for use of life guards for two hours of swimming plus one hour of clean up. Any additional swimming time will be added to this minimum. All guests must exit the pool upon closing. Clean up by the lifeguards is limited to the pool area only and does not extend to the grass area. All requirements for returning the grass area to pre-rental condition will apply to the renter.

Cancellations of private pool parties require one (1) week notice and are subject to a cancellation charge of 50% of the rental and lifeguard fees.

INDEMNIFICATION

In exchange for permission of the Board of Directors of the Hampton Chase Recreation Association to rent the recreation facilities for personal use, I/We do hereby agree as follows:

I/We shall hold harmless and indemnify the Hampton Chase Recreation Association, its successors and assigns and, its officers and directors, both individually and collectively, from and against any and all liabilities; costs, damages, expenses, and any attorneys' fees or costs of defense resulting from or attributable to any and all acts and omissions of mine/ours and by my/our guests and invitees, pertaining to the use of the Hampton Chase Recreation Association's recreational facilities, including, but not limited to, damage or injury to mine/our guests, or attendee's Person, possessions, or property.

Initial _____

I/We accept full responsibility for maintaining the condition of all property (building, carpeting, fixtures, furniture, appliances, etc) as originally provided at the time of the pre-event inspection. I/We understand that the keys and access code given for the rental are my/our responsibility and that I/we am/are financially responsible for the cost (\$300.00) to change all

locks and replace all sets of keys associated with the locks if I/we misplace the keys given. Additionally, I/we understand that the access code given is not to be shared with any individuals other than those listed on the application. I/We am/are responsible for arming the security system and locking all exterior doors at the conclusion of the event. I/WE fully understand that if the property is not in the condition as it was at the time of the pre-event inspection, the security deposit will be forfeited, to the extent necessary to return the facilities to its pre-event condition. In the event damages exceed the total dollar amount of the security deposit, I/We hereby accept full responsibility for the payment of all damages over and above the amount of the security deposit.

Initial _____

I/We agree to pay all reasonable costs, attorneys' fees, and expenses that shall be incurred by the Hampton Chase Recreation Association if legal action is taken to enforce the terms of this Agreement.

Initial _____

I/We certify that I/We have taken or will take all appropriate action to insure that: (a) minors are not served alcoholic beverages during the Clubhouse use; and (b) all laws and regulations regarding the service of alcoholic beverages are observed, including any licensing requirements. I/We agree to indemnify Hampton Chase Recreation Association, and its officers, directors, employees and agents from any expenses or consequences of having failed to do so, including any fines, assessment, claims or counsel fees to defend any action that may result from my/our failure to do so.

Initial _____

I/We have received a copy of, and agreed to abide by, the procedures, rules and regulations of the Hampton Chase Recreation Association concerning the recreation facilities. I/We understand that failure to comply with these procedures, rules and regulations may result in the loss of our right to use the recreational facilities.

Initial _____

Date

Applicant Signature

Address

Applicant Name (Please Print)

EXHIBIT A

HAMPTON CHASE RECREATION ASSOCIATION
Pre & Post Walk-through Inspection Form
Effective March 15, 2018

I Walk Through:

| Pre-Event | | Post Event |
|-----------|----------------------|------------|
| _____ | Carpet | _____ |
| _____ | Furniture | _____ |
| _____ | Kitchen Walls | _____ |
| _____ | Kitchen Counter Tops | _____ |
| _____ | Refrigerator | _____ |
| _____ | Oven | _____ |
| _____ | Microwave | _____ |
| _____ | Coffee Pot | _____ |
| _____ | Trash Cans | _____ |
| _____ | Bathrooms | _____ |

Renters told of noise ordinance and procedures following a resident's complaint. Let them know that the Police could be called if ordinance is not followed.

II. Items Checked Out During Party:

| | | |
|-------------------------|-------------------|-------------------|
| _____ Television | _____ Good | _____ Poor |
| _____ VCR/Stereo | _____ Good | _____ Poor |

III. Additional Fees:

- | | |
|--|-----------------|
| 1. False Alarm Charge (actual Fairfax County Charge) | TBD |
| 2. Misplaced Facility Key | \$300.00 |
| 3. Cleaning Charge | \$100.00 |
| 4. Thermostat not reset to 78 (summer) 60 (winter) | \$75.00 |
| 5. Windows & doors not secured | \$75.00 |
| 6. Management or BOD member visit for false alarm | \$95.00 / hr |
| 7. Missed appointment for pre-post inspection | \$50.00 |

Renter Signature _____ Date _____

Associate Rep. Initials _____

EXHIBIT B

HCRA Recreational Facilities Rental Fees
Effective March 15, 2018

RENTAL FEES are to be determined by the following "schedule." Rental fees are subject to change without notice.

| <u>APPROVED USAGE</u> | <u>SECURITY DEPOSIT</u> | <u>RENTAL FEE</u> |
|--|-------------------------|-------------------|
| Resident's personal party with Over 50 people or DJ | \$600 | \$275 |
| Resident's personal party with Under 50 people | \$500 | \$225 |

Regardless of number of guests or type of event, the utilization of a band or DJ requires a \$600.00 deposit.

The cost for a lost facility key is \$300 and will be deducted from the returned security deposit.

RENTAL OF THE CLUBHOUSE DOES NOT INCLUDE POOL PRIVILEGES. WET BATHING SUITS AND WET TOWELS ARE NOT ALLOWED IN THE MEETING ROOM.

The swimming pool is available in season for private rental in conjunction with the Recreation Facility. Arrangements must be made through the Pool Management Company for insurance and lifeguards at the member's expense. Additional information is available upon request. Please note that additional fees will apply.

Anyone or any organization not complying with these Procedures, Rules and Regulations will have their event cancelled and future use of the Recreation Facilities will be restricted.

EXHIBIT C

HOUSE RULES

1. Wash and remove all dishes.
2. Clean off counters before leaving.
3. Put all trash in containers provided.
4. Wipe up any spills on counters, floors, stove or in refrigerator.
5. Take all food with you — do not leave anything in the refrigerator.

**RULE OF THUMB:
LEAVE THE PREMISES AS CLEAN AS YOU
WOULD LIKE TO FIND THEM.**

EXHIBIT D
FALSE ALARM PROCEDURES

If the alarm is accidentally set off please immediately contact the following individuals in this specific order as identified below:

1. Adrea Marshall, HCRA President at 617-230-1010, if no answer, then
2. Cardinal Management After-Hours at 1-866-800-2989.