

APPENDIX II

HAMPTON CHASE RECREATION ASSOCIATION

Recreational Facilities Use & Rental Agreement

for Community Groups

Effective March 15, 2018

This Recreational Facilities Use & Rental Agreement for Community Groups (the “Agreement”) is provided as an understanding between Hampton Chase Recreation Association (“HCRA”) and each Hampton Chase / Hampton Forest Community Groups (the “Community Groups”) which requests use of the HCRA Clubhouse. The Clubhouse facilities and premises may only be used by Community Groups for recreational, social, and cultural activities. The Clubhouse may not be used for any profit-making activities, solicitations, or political fundraising. The HCRA reserves the right to deny permission to use the Clubhouse and facilities for any reason to any Community Group.

HCRA respectively requests each Community Group to: (a) review this Agreement carefully, (b) agree to abide by the rules and regulations listed herein, (c) provided information with respect to their Community Group as required, and (d) sign this Agreement where required.

Purpose of this Agreement:

This Agreement is meant to codify expectations and procedures for Community Groups who use the HCRA Clubhouse and facilities. Any Community Group wishing to use the HCRA Clubhouse must be sponsored by, and elect as a primary officer (i.e. president or vice president), a person who is a current member of HCRA, and is in good standing with HCRA. Only HCRA members may hold keys to the Clubhouse for the Community Group, unless an exception is requested and approved by HCRA Board. Each Community Group is required to provide the information as listed on the information sheet found in Exhibit A. It is the responsibility of the Community Group to inform the HCRA of any changes to the sponsors, officers, or key holders of the Community Group and provide such notice within thirty (30) days of such change.

Rental of the Clubhouse is limited to the community room, common hall area, kitchen, and bathrooms. Reservation of the Clubhouse does NOT include the bar-be-que area, lawn area, parking lot area, or pool deck. If a Community Group wishes to use one of these other areas, prior arrangements need to be made with HCRA and should be noted on the List of Events. If no prior arrangements have been made, then no one is allowed outside in the pool area after hours during pool season, and no one is allowed in the pool area at any time during the off-season.

It should be noted that any fines, assessments, claims, or other fees assessed against the HCRA as a result of an action or event by a Community Group, will be billed to the Community Group (via the sponsoring Member) responsible for such fine, assessment, claim or fee. Such fees may include, but are not limited to, additional life guards for pool parties, false alarm fees, excessive noise complaints, breakage of items, cleaning fees, etc...

Scheduling of Events:

The HCRA requests the Community Group to provide a List of Events with dates at the beginning of

each calendar year, or program year, of the Community Group, whichever is applicable. A copy of the List of Events for the Community Group will be maintained by Cardinal Management, and will be attached to the Community Group's respective Agreement as Exhibit B. The following information is required to be shown on the List of Events:

- Contact Person name and telephone number(s) *{this should be the person who will be responsible for and present during the event}*
- Date and times of event *{please state the actual start and end times of the event – a two hour buffer will automatically be added to the start and end time for one hour of set-up and one hour of clean-up respectively}*
- Type of event *{i.e. social gathering, dinner event, end of season party, etc.}*
- Expected number of guests for the event
- Additional requirements for event *{i.e. pool guards, access to grassy areas, prior storage of items at Clubhouse, etc...}*

If there is a change to the List of Events, including a change to any category for an event as listed above, the Community Group is required to provide HCRA with a change of event notice at least two (2) weeks prior to the date of the event. Community Group events will only be scheduled on the HCRA calendar when all appropriate information has been received, reviewed, and approved by HCRA Board and/or Cardinal Management.

If any event requires the use of life guards at an event, the Community Group is responsible for notifying the HCRA, Community Manager and/or Pool Management Company at least two (2) weeks prior to the date of the event of such requirement (if not otherwise noted on the list of events supplied in Exhibit B) and is responsible for any and all fees associated with the cost of additional life guards.

All events must end, and all areas must be cleaned, no later than 11:00 pm on weekdays and 12:00 am on weekends and holidays.

False Alarm Procedures

In the event the alarm is set off because the Community Group failed to enter the access code properly or within the allotted time (60 seconds); Community Group 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 Community Group.

Inspection of Clubhouse and Premises

HCRA performs periodic inspections of the Clubhouse and Premises. If a Community Group arrives at the Clubhouse and observes damage or other issues at the Clubhouse and Premises prior to the Community Group's event, the Community Group is responsible for informing HCRA and/or Cardinal Management of such damage or issue. Should no report be received from a Community Group, and a periodic inspection by HCRA or Cardinal Management reveal damage or other issues to the Clubhouse or Premises following an event, the cost of such damage will be billed to the Community Group last

known to have used the Clubhouse or Premises based on the HCRA Calendar.

Set-Up Requirements

A one-hour set-up time is provided to the Community Group prior to the start time of an event. Community Groups are not permitted to store food or other equipment in the Clubhouse outside the one hour set-up time allowed prior to an event, unless the Community Group has obtained prior permission for such exception. HCRA is **NOT** responsible for damage to any food or other equipment stored at the Clubhouse outside the event time frame.

Requirements during an Event

The Community Group is responsible for its members and guests that are present at an event. A Community Group wishing to hold an event during pool hours must share the use of the kitchen and bathrooms with pool staff and members of the pool. The Clubhouse is a no-smoking building - smoking is only permitted outside of the facility. All exits from the Clubhouse and Premises must be clear and open at all times during an event.

The Community Group agrees to the following rules of conduct during an event:

- music must be kept at a moderate level;
- the sale of alcohol to members or guests during an event is expressly prohibited;
- no admission fees or fund transfers may be conducted or construed as admission to the event;
- no business solicitations, political fundraising or profit making activities are permitted;
- no advertising materials may be displayed at any event; and
- no pets are allowed on the Premises, except for service animals.

Youth Activities

Any Community Group event consisting of 75% or more youth (those persons under 18 years of age) must be chaperoned. One chaperone, over the age of 21, must be present at all times for each 10 youths at an event.

Clean-Up Requirements

The Community Group is required to return all areas of the Clubhouse and Premises to their pre-event condition. All items brought by the Community Group and all trash created during an event must be secured and removed from the clubhouse at the end of the event. A checklist of clean-up requirements per area is provided in Exhibit C.

All chairs, tables, and other items brought from storage to the meeting room or common hall areas must be returned to the storage area in the foyer and properly stored. Any furniture moved during the event, must be placed back in its original positions. Any other furniture brought onto the premises must be removed immediately following the event, unless other arrangements have been made in advance with HCRA or its agents.

Key Custody

A set of keys may be provided to the Community Group, provided that, the Key Holder is a member of HCRA. If the Key Holder is not a member of HCRA, the Community Group must request an exemption of such person from the HCRA Board of Directors. The Key Holder must be noted on Exhibit A, and

sign this Agreement. There will only be one (1) key provided to each Community Group, unless an exemption has been approved by the HCRA Board of Directors.

In the event that Community Group misplaces the clubhouse key provided, the Community Group will be financially responsible for the cost to replace all clubhouse locks and all key sets for management, the Board and any other Community Group. **The cost of the lock and key replacement will be \$300.00.**

Initial _____

Conclusion

The Community Group agrees to abide by the rules and regulations espoused in this Agreement and the HCRA Recreational Facilities Resolution revised March 15, 2018. Any failure to abide by, or willful violation of, these rules and regulations may result in the forfeiture of any and all privileges to use the Clubhouse by the Community Group. Community Groups are responsible for the conduct of their members and guests, and are liable for all damages caused by their members and guests.

The Community Group has fully read this Clubhouse Facilities Use & Rental Agreement effective March 15, 2018 and agrees to defend, indemnify, and hold the HCRA, its officers, agents, and employees free and harmless from any and all claims, damages, or causes of action, including legal fees, associated with any violation of the rules and regulations within this Agreement.

Community Group: _____

Officer Title: _____

Officer Name: _____

Date: _____

Date received by Management: _____

Management Rep's Name (Print): _____

Management Rep's Name (Signature): _____

EXHIBIT A
COMMUNITY GROUP INFORMATION SHEET

Community Group Name: _____

Purpose of Community Group: _____

List of Officers of Community Group:

Position	Name	Address	Telephone (Home & Cell)	Key Number Issued*
President / Chair				
Vice President / Co-Chair				
Treasurer				
Secretary				

*One key will be issued per group unless otherwise approved by the HCRA Board of Directors.

In the event that the community group misplaces the clubhouse key provided, the community group will be financially responsible for the cost to replace all clubhouse locks and all key sets for management, the Board and any other community group. **The cost of the lock and key replacement will be \$300.00.** By signing below, I/we accept this financial responsibility.

_____ Date _____
 Group President or Chair Signature

_____ Date _____
 Key Holder Signature (if different from President/Chair)

EXHIBIT B
COMMUNITY GROUP LIST OF EVENTS

EXHIBIT C
CLUBHOUSE CLEAN UP CHECKLIST

Community Room:

- Vacuum the floor
- Wipe and clean off all tables
- Turn off all electronics
- Turn thermostat to 78 degrees in summer and 60 degrees in winter
- Turn off the lights
- Ensure all windows and doors are closed and locked
- Lock Community Room door upon leaving

Common Hall Way:

- Sweep and mop the floor
- Ensure all windows and doors are closed and locked
- Turn off the lights

Kitchen:

- Wash and remove all dishes
- Clean out the stove and microwave
- Remove all food and wipe down the refrigerator
- Wipe and clean off all counters
- Sweep and mop the floor
- Ensure all windows and doors are closed and locked
- Remove all trash
- Turn off the lights
- Lock kitchen door upon leaving

Bathrooms:

- Wipe down and clean off counters and sinks
- Sweep and mop the floors
- Remove all trash
- Turn off the lights

Clubhouse:

- Remove all trash
- Turn off all lights
- Set alarm
- Lock all doors upon leaving

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.