

Harbour Pointe Clubhouse Facility Rules & Regulations

GENERAL

The Harbour Pointe Clubhouse and Pool facility is for the use and enjoyment of the members of the Brandermill Community Association, Inc. The facility may be rented for social, recreational and educational purposes, provided the use promotes the purposes of the Association.

The Harbour Pointe Clubhouse is located adjacent to the Harbour Pointe Pool (Pool Complex) and therefore, certain uses and activities may not be appropriate when the pool is in operation.

The maximum interior capacity of the Harbour Pointe Clubhouse building is per the county fire code. However, the BCA limitation is 150 standing, 62 with tables and chairs and 150 chairs only. The BCA limitation for the entire facility (Clubhouse and Pool Complex used together) is 250 persons, however, if both facilities are used, the maximum interior building capacity limitation must be adhered to.

POLICY

The facility may only be rented by a current member of the Association (hereafter referred to as the "Renter"). The Association member renting the facility is the responsible person and must be present at the facility during the entire event.

BCA sponsored or sanctioned events, activities and programs have priority of use. The BCA has the right to deny use of the building and property and restrict certain activities, as it deems appropriate.

RENTAL RESERVATIONS, FEES AND DAMAGE DEPOSIT

- Rentals must be scheduled at least 72 hours in advance through the BCA office. Rentals are on a first come – first serve basis. The rental fee must be paid at the time of rental. The rental fee will not be refunded if cancellation is not received within 24 hours of the event.
- The damage deposit and the rental fee are required to be paid at the time of rental. A \$200 dollar damage deposit is required for Group 2 and \$300 for Group 3. The Damage Deposit will be refunded within two weeks after the event, provided no damages or additional clean up was noted or required. The damage deposit may be withheld partially or in full if damages or additional clean up is caused as a result of the Renter's or their guest's use. The BCA will use its best judgment and discretion in determining damages. The damage deposit and rental fee will be by cash, cashiers check, credit card or money order. No personal checks are permitted.
- The Renter must complete the rental form and pick up the facility key by 12 Noon, at least one business day prior to the rental date. Key pick up for weekends and holidays must be done by the last business day prior to the holiday or weekend (by 12 Noon).

- The Renter is fully responsible for the use of the facility and the conduct of their guests, including any damages caused.
- The facility will be rented only for parties, banquets and wedding receptions by a member of the Association.
- Parties for teenagers and young adults will not exceed the Group 2 limit (see Addendum to Attachment 1), will have strict adult or parent supervision and at the sole discretion of the BCA, may require police security and/or Building Monitor to be present.
- Certain BCA sponsored or sanctioned organizations or activities may use the facility for a nominal fee or at no charge.
- Group 3 (see Attachment 1) events such as wedding receptions, reunions and banquet size events require that a BCA Building Monitor to be present. The hourly cost of the Building Monitor shall be in addition to the basic facility rental fee and paid in advance of the event. The Building Monitor has the authority to terminate the activity of the Clubhouse or Pool complex if the General Rules are not followed and report damages. Rental of the Pool Complex for a swimming event or party will require that two lifeguards be present. A non-swimming social event around the pool (Pool Complex) requires one lifeguard to be present. The hourly costs of the lifeguards and/or the Building Monitor shall be in addition to the basic facility rental fee and paid in advance.
- The Building Monitor and lifeguards do not clean the facility. They are responsible to assist the Renter (ie. opening and closing the facility, adjust HVAC, minimizing noise to adjacent houses, safety of the guests and facility, report any damage caused and insure the building, bathrooms and immediate outside areas are properly cleaned and keys turned in before the Renter departs). Both the Building Monitor and the lifeguards have the authority to terminate any event or activity if in their judgment, there is a flagrant disregard of the rules such as excessive noise, alcohol abuse or where an unsafe situation is noted and uncorrected. If an event is terminated by the Building Monitor or lifeguards for cause, all deposits and fees shall be forfeited by the Renter.
- During the swim season, Pool Complex rentals shall not start before 8 PM and will terminate by 11 PM. During the non-swim season, all rentals must terminate by 11 PM. No outdoor amplified music, sound or excessive noise is permitted. Swimming is permitted only during the pool season - Memorial Day weekend through Labor Day weekend. All Pool Complex rentals involving swimming are subject to the availability of lifeguards.
- Commercial members may use the facility for business purposes, including organizational meetings and social activities at the same rate as residents for parties, etc.
- Serving alcohol shall require a county permit and adequate supervision by the Renter.
- Rental rates and fees are stated separately and subject to change.

GENERAL RULES HARBOUR POINTE CLUBHOUSE AND POOL COMPLEX

1. EMERGENCIES: Dial 911 for any life threatening emergencies or in case of fire. Dial 748-1251 for police non-emergencies. In case of fire, immediately evacuate all persons from the building and call 911. Familiarize yourself and all guests as to the location of the telephone, evacuation exits and fire extinguishers. The address of the Harbour Pointe Clubhouse and Pool Complex is 13800 Harbour Pointe Road. The nearest intersection is Promontory Pointe Road and Harbour Pointe Road. Place a guide at this location to direct emergency vehicles. BCA staff can be contacted at (804) 245-0816.

2. The maximum capacity of the Harbour Pointe Clubhouse building is per the county fire code. **The BCA capacity limitation for the interior use of the Clubhouse is more restrictive with a capacity restriction of 150 standing, 62 with tables and chairs.** The BCA limitation for the entire facility is 250 persons if both Clubhouse and Pool Complex are used together as a combined outdoor and indoor event. **However, no matter the size event and number of persons attending, the interior building capacity is restricted based on the capacity restrictions as specified above. It is the Renter's responsibility to insure the interior building capacities are not exceeded.**

3. The Association member renting the facility ("Renter") is the responsible person and must be present at the facility during the entire event and insure that the event is properly supervised and the facility cleaned afterwards.

4. The rental rates are per hour and per event at Attachment 1 below.

5. Serving alcohol requires an ABC permit and must be supervised by an adult. Underage drinking of alcohol is illegal and will be cause for termination of an event and forfeiture of all fees and charges.

6. The pool area is off limits when the pool is open for community swimming or pool programs. The Renter will insure that guests do not interfere with the normal operation of the pool or use the pool area if not part of the rental agreement.

7. Limited tables and chairs are provided and must be returned to the provided storage areas after use.

8. Access to the facility for decorating, etc, shall not occur earlier than the times on the rental agreement. **Violation of this rule may result in an additional charge.**

9. All decorations must be hung with small tacks. No tape is permitted. All decorations shall be removed immediately after the event.

10. All trash shall be placed in plastic bags, secured and placed in the trash containers at the **rear of the building**. This includes removing trash from inside the pool area and parking areas. All areas will be swept and cleaned before leaving. The carpet will be thoroughly vacuumed.
11. All kitchen appliances and surface areas will be thoroughly cleaned.
12. No rice or birdseed will be thrown on the ground. Cigarette butts will be swept.
13. No signs are permitted on any post or street sign throughout the community.
14. Both bathrooms will be cleaned and trash emptied.
15. All windows, doors and facility access gates shall be closed and locked before leaving.
16. All cooking and heating appliances shall be turned off (coffee pots unplugged) and all food and drinks removed.
17. All activities for either the Clubhouse or the Pool Complex must terminate by 11:00 PM.
18. If the Pool Complex is used for a swimming event, the Pool Rules and instructions from the lifeguards shall be followed. No one is permitted in the water (pool) if the Pool Complex is rented for a non-swimming event/party.
19. Under no circumstances will outdoor sound amplification systems be permitted. Outdoor noise will be kept to a minimum. Indoor sound amplification systems will be kept low so as to not cause interference or disruption with surrounding homes. Sound amplification systems placed in or near the interior doorways to provide music to the outside is not permitted.
20. The facility shall not be used for crafts, woodworking or painting activities or projects.
21. Report any damage or maintenance concerns to the BCA or Building Monitor.
22. Keys must be returned before any refund is made. A \$10 lost key fee will be charged.
23. The Building Monitor and Lifeguards have the authority to terminate any event or activity if in their judgment, there is a flagrant disregard of the rules such as excessive noise, damage to the facility, alcohol abuse or where an unsafe situation is noted. If an event is terminated by the Building Monitor or Lifeguards for cause, the deposit and all fees will be forfeited by the Renter. A review will be conducted to determine if any additional action is required of the Renter.
24. For certain events, the BCA may require that an off-duty Chesterfield Police Officer be hired and be present. The Renter shall defray this cost in addition to other fees and charges.

25. In its sole judgment, the BCA determines that damage or remediation to the property has been caused as a result of the Renter's use and the costs of such damages has been incurred by the BCA, all or a portion of the Damage Deposit will be forfeited, including any costs for additional cleaning or repairs. The BCA reserves the right to demand additional relief and compensation from the Renter should the repairs exceed the Damage Deposit.

26. In its absolute and sole discretion, the BCA reserves the expressed right and authority to terminate any rental and/or refuse rental to any individual or group from using the Harbour Pointe Clubhouse and Pool Complex, if deemed in the best interests of the Association.

27. The Renter agrees to Hold Harmless the Brandermill Community Association, Inc., their employees and agents, for any damages, injuries or losses resulting from use of the premises.

28. By signing the Rental Agreement, the Renter agrees they have read, understand and shall fully comply with the **General Rules of the Harbour Pointe Clubhouse and Pool Complex**.

ATTACHMENT 1 (Also see Addendum below)

RENTAL RATES – HARBOUR POINTE CLUBHOUSE & POOL COMPLEX (Excludes Damage Deposit and other required fees)

| ACTIVITY | CLUBHOUSE | POOL | CLUBHOUSE & POOL | MAXIMUM RENTAL TIME |
|---|------------------------------|------------------|-----------------------------|----------------------------|
| <u>GROUP 1</u> | | | | |
| BCA sponsored or sanctioned clubs and organizations such as small card groups, community organizations, etc. that meet frequently. May be pre-empted for rentals. | No charge | N/A | N/A | Per schedule |
| <u>GROUP 2</u> | | | | |
| Small parties, birthdays, etc. | \$60 first hour then \$40/hr | \$60/\$40 per hr | *\$85/\$60 per hr | 4 hours |
| <u>GROUP 3</u> | | | | |
| **Wedding receptions, reunions & banquets, etc. Large social events (see Addendum below). | **\$450 | **\$170 | **\$560 | Per event |

The above rental rates do not include the hourly labor costs for the Building Monitor or lifeguards or any Damage Deposit fee required. These hourly rates will be added to the applicable rental fee stated above and paid upon signing the rental agreement. The amount of labor costs to be paid in addition to the rental fee will be calculated based on the rental period (number of hours including half-hours) specified on the rental agreement. For large event where alcohol is served, the BCA will determine if the Renter must to have a security person present.

LABOR RATES (all rates are subject to change without notice):

**Building Monitor required - \$15 per hour

*Lifeguard(s) required - \$25 per hour for each guard (two required for swimming events, one for non-swimming events – all lifeguards subject to availability)

Chesterfield County Police Officer - Per county rate schedule for each officer (estimated cost range from \$30 - \$40 per hour)

This policy is effective July 2002 and may be amended or modified by the BCA Board of Directors.

ADDENDUM to ATTACHMENT 1

- **GROUP 1** (typically less than 25 persons)

Brandermill Retired Men's Club small group meetings for card groups and investment club.

Brandermill Women's Club small group meetings – not social or catered events or picnics.

Non-profit fraternal organization small group business meetings – not social or catered events or picnics.

CAI events and educational programs.

Scout organizations may use the facility for occasional small organizational meetings but not for routine monthly meetings or where social activities, crafts or projects are planned.

No Damage Deposit required unless warranted.

The BCA reserves the right to pre-empt any of the above groups for rentals, unless a scheduled formal educational or business event.

- **GROUP 2** (25 -75 persons)

Small parties, birthdays, limited and supervised graduation parties and parties for young adults (teenagers), holiday social events.

Includes non-profit fraternal organizations that have a catered event or picnic.

\$200 Damage Deposit required.

Lifeguard, Building Monitor and/or police security may be required for parties for teenagers and young adults.

- **GROUP 3** (use specific - but typically more than 75 persons. Catering or food served)

Larger social events and receptions.

\$300 Damage Deposit required.

Building Monitor required.

Lifeguard may be required.

NOTES:

1. The Harbour Pointe Clubhouse and Pool Complex are not designed for activities involving the use of materials for crafts, projects, painting, woodworking, etc. The facility will not be used for such activities.
2. Depending on the intensity of the use of the facility, the BCA at its sole discretion, shall have the right to require a police officer, Building Monitor and/or lifeguard be present.
3. *No personal checks. Only cash, money orders and cashiers checks accepted.*

October 24, 2002 (with revisions)