



Rental Contract

Rec'd _____ By _____

Full Name _____

Mailing Address _____

Email _____ Phone _____

Company _____

Date(s) of rental _____ Time of rental _____

Purpose of event _____ Number of guests _____

Room(s) to be used: FULL CLUBHOUSE (CH) POOL PARTY (PP) Wristbands #____ each #____ bundle (15)
 MAIN HALL (MH) MULTIPURPOSE ROOM (MP) KITCHEN (K)

1. Will there be alcohol at this event? **YES / NO** If YES, you affirm that you will obtain an alcohol permit according to Section 4 of the rental agreement? **(Initial)** _____
2. I have read the Rental Agreement and agree to abide by the terms and conditions set forth. I acknowledge that failure to comply with the Rental Agreement may result in immediate removal from the premises. **(Initial)** _____
3. I understand that cancellation of the event must occur fourteen (14) days before date of the rental **(Initial)** _____
4. I understand that the cleaning deposit will not be refunded if any of the items on the Cleaning Checklist are not completed in full. **(Initial)** _____
5. Cleaning service is available from BRA. Would you like to utilize this option? **YES / NO (Initial)** _____

** When an event is finished, a renter would only need to remove items they do not wish to have thrown out and lock the door upon exiting. This is available for the cost of the cleaning deposit but must be opted for no later than 48-hours before the rental, or additional costs will be incurred. **
6. I understand that this, and all supporting documents, shall be binding, including the Rental Invoice, containing specific prices, deposits, fees, and payment schedule as agreed upon between myself and the BRA. **(Initial)** _____

Renter Signature _____ Date _____

Rental Agreement

Section 1. Definition of Parties Involved

This agreement shall be between the Beechwood Recreation Association (hereafter referred to as "BRA") and an individual or representative (hereafter referred to as "renter") who signs (or provides consent via electronic means or by use of the BRA facilities) and agrees to abide by the policies and procedures outlined in this agreement. All reservations must be made by an individual at least twenty-one (21) years of age.

Section 2. Renter's Responsibilities

Rental Period: The rental period shall include the time of the event and the time allocated for the setup and cleanup of the event. The renter will be on-premises during the entire rental period and any additional time the event may take. Cleanup of the facilities, departure of all renters and guests, and removal of all personal property must be completed by midnight on the night of a rental. Unreasonable extension of time in the facilities will result in an assessment of an additional \$200 per hour (partial hours being billed as an additional full hour).

Guests: There may be no more than 200 guests in or at the clubhouse. All guests must abide by BRA rules and vacate the facility by 11:00 pm (except those assisting the renter in cleaning). At no time may guests loiter outside the facility or cause a public disturbance.

Minor Guests: Permission for groups or organizations composed of persons under the age of twenty-one (21) will be granted only to individuals at least twenty-one (21) years of age who accept responsibility for supervising the using group or organization. In instances where events are held with participants under the age of twenty-one (21), one chaperone twenty-one (21) years of age or older for every fifteen (15) participants must always be present.

Non-Refundable Rental Deposit: All rental deposits are forfeited upon payment and are non-refundable. Reservation of the requested date and time will not occur without payment of rental deposit. The deposit, although non-refundable, will be applied toward the total cost of the rental.

Payment: Payment of the remaining balance will be due fourteen (14) days before the rental date, except as approved by the manager at the time of booking. Once a rental contract has expired due to non-payment of the remaining balance, the cancellation policy goes into effect.

Cancellation Policy: All cancellations must be received by the BRA fourteen (14) days before the rental date. Cancellations made in the approved time frame will receive a full refund (minus the non-refundable deposit) of rental fees and cleaning deposits. Cancellations made after fourteen (14) days before the rental will forfeit all rental fees but will receive a refund for cleaning deposits. "No shows" will not be eligible for a refund of rental fees for any reason. Should the BRA cancel a rental, a full refund will be made.

Smoking: The BRA facilities, including back and front decks and entrances, are entirely non-smoking, including any tobacco, marijuana, vape, e-cigarette, etc. Members and renters found violating this policy will be assessed a fine.

Alcohol consumption: Renters serving alcohol at their event must obtain a banquet license from the Virginia Department of Alcoholic Beverage Control (ABC). (See section 4 for more information). The license must be posted at the event, and a copy given to the clubhouse manager. No one under the age of 21 may consume alcohol on the premises. The license applicant must be the renter.

Misrepresentation: Renters may not misrepresent the nature of their event. To do so will result in immediate termination of the event, forfeiture of the rental fee, and a fine.

Sound restrictions: Renters must adhere to the ordinance requirements under Newport News, VA Code of Ordinances Section 28-36, which can be found at: https://library.municode.com/va/newport_news/codes/code_of_ordinances?nodeId=CD_ORD_CH28OFIS_S28-36LONOPR

Equipment and Facility: The renter is responsible for the facility and all equipment inside. The renter agrees to use the facility and items owned by the facility only in the way they are intended to be used. The renter is responsible for discontinuing the use of any item in the facility should it become unsafe or in need of repair, and the renter shall immediately inform the BRA of the situation. Any items lost or damaged under any circumstances may incur additional charges to repair or replace such items or damages, including labor costs.

Cleaning and leaving the premises: The facility's cleaning is the renter's responsibility. Cleaning guidelines, instructions, and a checklist can be found in section 6. All persons are required to vacate the facility by midnight. All building cleaning and restoration to its original state must be complete at that time. Upon leaving, any keys and the ABC banquet license, if applicable, must be left on-premises.

Event insurance: It is recommended that renters obtain event insurance. Some options are <https://www.markelusaaevent.com>, <https://www.progressive.com/special-event-insurance/>, or <https://www.nationwide.com/general-liability-special-events-hb.jsp>.

Other: Breach of contract or failure to follow BRA rules will result in fines. (See Section 3 for more information.)

Section 3. Fines

Assessing Fines: Any fines incurred will be invoiced (in writing or electronically) to the renter for immediate payment or dispute. Payment of one (1) penalty will not absolve the payment required for any other fines.

Smoking: A fine of \$200 will be assessed if any person is found to have violated the smoking policy listed in Section 2. The BRA will also report any incidents of illegal distribution or contribution to the delinquency of an underage person.

Alcohol Consumption: A fine of \$300 will be assessed if any person is found to have violated the alcohol consumption policy found in Section 2. The BRA will also report any incidents of underage alcohol consumption to the local law enforcement authorities.

Sound Restrictions: A fine of \$200 will be assessed if an official police complaint is filed against the property.

Other: A fee of \$100 per incident will be assessed for any of the following causes:

1. Failure to attempt to clean the facility after a rental.
2. Damage to the premises, including acts of vandalism and graffiti.
3. Loss of facility keys, equipment, or property, including damage or theft.
4. Entry into areas designated as employee only.
5. Failure to lock the premises upon departure.
6. Causing a public disturbance that results in police involvement.

Section 4. Alcohol Consumption

Renters serving alcohol at their event must obtain a banquet license from the Virginia Department of Alcoholic Beverage Control (ABC). Banquet (also known as "one-day") licenses are issued to individuals for private events where alcohol is provided at no charge to guests, such as wedding receptions, retirement parties, etc. If the renter is a non-profit organization, a banquet special event license will be required. Renters can determine the type of license needed by visiting the Virginia ABC website at <https://www.abc.virginia.gov/licenses/get-a-license/banquet-licenses>. Licenses can be applied for online no less than 12 days in advance or in-person no less than ten (10) days in advance at ABC Regional Office, 4907 W. Mercury Blvd, Newport News, VA or P.O. Box 5226, Newport News, VA, 23605. They may also be reached at (757) 825-7830 and fax (757) 825-7884.

Section 5. Pool Use

Renters may contract to use the pool during or after regular hours. The renter and guests will always be subject to BRA rules; BRA staff has the right to revoke the privileges of any guest who does not adhere to these rules, with no refund of fees.

Section 6. Cleaning

When leaving the premises, the renter affirms that all cleaning will be completed as prescribed in the included checklist and assumes responsibility for any additional cost assessed to bring facilities up to expected standards. Please ensure that no personal belongings remain on the premises, or they will be subject to disposal and a fee.

I understand and agree to voluntarily assume all risks inherent in the operation and use of the Beechwood Recreation Association (BRA) facilities. I agree to be responsible for the personal conduct of my guests at this event and all damages to the building, furnishings, grounds, etc. I agree to pay all attorney fees, collections fees, court costs, and any other expenses incurred in collecting any charges under this agreement, in retaking stolen items, or otherwise enforcing the terms of this contract. I agree to release the Beechwood Recreation Association (BRA) and its members from all claims and liability for damage to property and/or bodily injury, including death, resulting from my use of the property. I have read and understood the rental agreement. I agree to abide by all the obligations under this contract and agree that I have received a copy of this contract, initialed the rental form, and affirm that I agree to these terms by signing below.

Full Name (print) _____

Signature _____

Date _____

DEPARTURE CLEANING CHECKLIST

- All decorations, including tape, wire, string, or mounting hooks that were used, are removed, and disposed of. Any residual mess on walls wiped off.
- All personal property removed from the premises. Left items will be forfeited to BRA.
- Tables are wiped down and neatly returned to the storage area.
- Chairs are wiped down and neatly returned to the storage area.
- Kitchen is cleaned, including counters wiped, dishes washed, floor swept and mopped, and the refrigerator emptied and wiped out.
- Toilets are wiped down and flushed until water is clear, toilet paper restocked in each stall, bathroom counters and sinks are wiped down, and sinks are all turned off.
- All floors (including bathrooms and entry foyer) are swept and mopped.
- Surrounding grounds and walkways free of any trash, including cigarette butts.
- Trash is consolidated, closed tightly, and put in cans on the back deck for management to dispose of in the dumpster.
- All lights are off in the main room, kitchen, multipurpose room, and bathrooms.
- Any keys are returned to their hooks, and any paperwork is left on the table near the entry.
- Internal doors left open to encourage air flow. All back doors shut and locked from inside, and the front door is closed and locked by pressing the lock  button; verify lock by attempting to re-open the door.