



Iteration 12/13/22

Rental Contract

Rec'd _____ By _____

Full Name _____

Mailing Address _____

Email _____ Phone _____

Company _____

Date(s) of rental _____ Time of rental _____

Purpose of event _____

Approximate number of guests _____

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

1. 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)** _____
2. I understand that cancellation of the event must occur fourteen (14) days before date of the rental **(Initial)** _____
3. I understand that cleaning of the facility will be performed by a BRA contractor and payment for the cleaning will be due with the last payment for the rental. Any exceptions to this will be in writing with manager approval and included with this contract. **(Initial)** _____

**** When an event is finished, a renter need only remove items they do not wish to have thrown out, turn off non-emergency lighting, and lock the door upon exiting. Excessive mess or damage to the facility may result in additional billing. ****

4. Will there be alcohol at this event? (Circle one) **YES** or **NO**
If YES, you affirm that you will obtain an alcohol permit according to Section 4 of the rental agreement?
(Initial) _____

5. 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 responsible the entire rental period and any additional time the event may take. Locking of doors, departure of all renters and guests, and removal of all personal property must be completed by the end of the rental time. 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), unless approved by a member of BRA management.

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 the end of the rental time. 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 receipt of contract and 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 and cleaning fees. Cancellations made after fourteen (14) days before the rental will forfeit all rental fees but will receive a refund for cleaning fees. "No shows" will not be eligible for a refund of rental fees for any reason. Should 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 (see section 3).

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 will be performed by a BRA contractor, unless otherwise approved by BRA management, after the rental has ended. Any delay of cleaning caused by the renter or guests not vacating the facility may result in a fine being assessed (see section 3). All persons are required to vacate the facility by the end of the rental contracted 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.markelusaevent.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 does not absolve the payment required for any other fines.

Smoking: A fine of \$300 may 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 may 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 \$300 may be assessed if an official police complaint is filed against the property.

Other: A fee of \$100 to \$600 (depending on incurred costs to resolve issues) per incident may be assessed for all or any of the following:

1. Damage to the premises, including acts of vandalism and graffiti.
2. Loss of facility keys, equipment, or property, including damage or theft.
3. Entry into areas designated as employee only.
4. Failure to lock the premises upon departure.
5. Causing a public disturbance that results in police involvement.
6. Delay of cleaning by BRA contractor due to renter or guests still be present at the facility.
7. Unapproved modifications or attempts to modify the facility, equipment, furniture, or fixtures.

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, before, 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 understands that all cleaning will be completed by a BRA contractor 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 may 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 _____