

EAST STRATFORD RESIDENTIAL COMMUNITY ASSOCIATION, INC.
c/o Sequoia Management Company, Inc.
13998 Parkeast Circle
Chantilly, VA 20151
703-803-9641 703-968-0936 (fax)
shannon@sequoiamgmt.com

Clubhouse Regulations

Our objective in establishing these regulations is to preserve the Clubhouse and keep it in the best shape possible for the enjoyment of all East Stratford residents. Please remember that the Clubhouse is an amenity of the East Stratford Residential Community Association. When you rent the Clubhouse for your event, please treat it as though it were your own home. The Clubhouse is available to rent for private events by East Stratford homeowners who are in good standing with their East Stratford associations, and the registered tenants of such residents, subject to the following rules and conditions:

- A. Reservation requests must be made in advance of the event, no later than one week prior. Contact Shannon Cook at 703-803-9641 or via email at Shannon@sequoiamgmt.com to schedule the date.

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- B. The Community Manager (Shannon Cook) shall inform the Clubhouse Manager (Beth Amos) of the reservation. The Clubhouse Manager shall then contact the requesting resident two days prior to the rental date to schedule a check-in. Check-in must be no earlier than 30 minutes prior to the reserved start time.
- C. No one under the age of 21 may rent the Clubhouse. Only an East Stratford homeowner who is current in the payment of his/her association assessments, or the registered tenants of such homeowner, may rent the Clubhouse. Only an East Stratford resident will be issued a key to the Clubhouse and that resident must retain continuous possession of the key until he/she returns the key to the Clubhouse Manager at check-out. That resident must also be present at the event at all times during the event. East Stratford Residential Community Association reserves the right to refuse rental of the Clubhouse at any time to any resident for any reason. Each resident is permitted a maximum of three (3) rentals per ninety (90) day period; requests for an exception to that rule can be sent to the East Stratford Residential Board of Directors and will be reviewed at the next regularly scheduled meeting.
- D. The nature and/or purpose of the event to be held at the Clubhouse must be disclosed on the rental agreement prior to the event. Failure to do so will result

in cancellation of the reservation request. The East Stratford Residential Board of Directors reserves the right to refuse events that are deemed inappropriate.

- E. The rental fee to rent the Clubhouse is \$40.00 per hour with a 4-hour minimum (\$160.00); each additional hour will be \$40.00/hr. The hours rented includes set-up and clean-up time, so please plan accordingly. The rental fee is due at the time of the reservation. If a Clubhouse reservation is cancelled by the requesting resident 14 days or more prior to the event, the rental fee shall be refunded in total to the resident. If a Clubhouse reservation is cancelled 7 days or more but less than 14 days prior to the event, half (50%) of the rental fee shall be refunded to the requestor. If a Clubhouse reservation is cancelled less than 7 days prior to the event, the rental fee shall be nonrefundable. In the event that a tenant is renting the clubhouse, a security deposit of \$250.00 is to be collected with the application, and returned if the application is denied, or following the event less the costs of any damages. There is no security deposit required if the renter is a homeowner. In addition, if any damage to the Clubhouse occurs during an event, the resident who rented the Clubhouse when the damage occurred shall be responsible for the cost of replacement/repair or clean-up, regardless of whether such resident was directly involved in the activity, behavior, or other occurrence leading to such damage. In the event that a tenant is renting the clubhouse, the tenant and homeowner whom they rent from shall be jointly and severally liable for any such damages.
- F. Community room furniture shall not be removed from the community room, nor shall the pool deck furniture be brought inside the clubhouse.
- G. The East Stratford resident must return the key to the Clubhouse Manager at check-out, unless otherwise arranged.
- H. All clean-up must be completed prior to scheduled check-out. The Clubhouse Manager will set up a time to check you in and out prior to and after your event. The Clubhouse Manager will perform inspections during the check-in and check-out procedures. The inspections shall be performed with the resident present. Please note that the East Stratford Residential Community Association does provide some cleaning supplies in an effort to reduce risk of damage to the clubhouse. In the event the clubhouse needs to be cleaned after the said event the resident will be responsible for all actual costs plus a \$25.00 administrative fee.
- I. The Clubhouse is a smoke-free environment. There shall be no smoking within 20 feet of the building.
- J. The East Stratford resident is responsible for leaving the Clubhouse in the same condition in which it was found with the furniture in its original location and ensure all trash is removed. The thermostat should be set at 60 degrees in winter and 80 degrees in summer. Please refer to the checklist for specific requirements.
- K. Items in drawers and cabinets of the kitchenette and/or any other items that belong to the HOA are not for use by renters unless otherwise noted.

- L. Tacks or tape **shall not** be used to secure decorations to walls, furniture or any painted surface. Decorations may not be hung in such a manner that they damage or soil paint, wallboard, furniture or windows.
- M. **All Loudoun County/Town of Leesburg** ordinances regarding excessive noise shall be observed.
- N. The renter agrees to pay all fines issued by the **Town of Leesburg** Police/Fire Department in the event of any false alarm or disturbance calls.
- O. The Loudoun County occupancy permit limits the number of people in the clubhouse at one time to **50 guests**.
- P. The East Stratford pool is **not** included in the rental of the clubhouse. The door from the Clubhouse to the pool shall remain **LOCKED** at all times except during pool hours..
- Q. If you wish to have the Clubhouse cleaned after your activity, this service can be provided for a fee. This must be scheduled in advance of your rental.
- R. During the winter months, it is possible that parking area and sidewalks may not be plowed or shoveled prior to a reserved/scheduled event. Use of the Clubhouse during those periods will be at the renter's own risk. By attempting to negotiate parking areas or sidewalks that have not been cleared of snow or ice, the resident and their guests assume the risk of injury.
- S. The floor in the community room must be cleaned after every event. East Stratford Residential Community Association has a broom, dustpan, mop & bucket that can be used on the tile floor. A vacuum can be used to clean the carpeted areas. Both are stored in the closet next to the kitchenette and should be returned to the same location. If the clubhouse is not appropriately cleaned at the time of the checkout inspection, or any damages have occurred, any/all charges incurred to clean or to repair damages will be assessed against the homeowner's assessment account.
- T. Any special exceptions to this policy must be obtained in writing from the East Stratford Residential Board of Directors in order to avoid penalties.

EAST STRATFORD RESIDENTIAL COMMUNITY ASSOCIATION, INC.

Rental Agreement

This Rental Agreement pertains to the rental of the Clubhouse of the East Stratford Residential Community Association, Inc. ("Association").

The Clubhouse Manager who is performing the check-in/out inspections has been authorized to be the representative for the East Stratford Residential Community Association. The Association's Board of Directors will uphold the Clubhouse Manager's decisions.

The rental fee for the Clubhouse is \$40.00 per hour with a 4-hour minimum. This fee shall be collected from the renter at the time of the reservation. If the event is cancelled, some or all of the rental fee may be refundable (see the Clubhouse Regulations). The check is to be made payable to the East Stratford Residential Community Association and must be drawn on the account of the Stratford homeowner. NO checks from a business will be accepted. Rental of the Clubhouse by a business must be sponsored and paid for by an East Stratford resident. In addition, in the event that a tenant is renting the clubhouse, a security deposit of \$250.00 is to be collected with the application, and will be returned if the application is denied, or following the event less the costs of any damages. In the event that the event is canceled, the deposit will be returned in full. In all other circumstances the deposit will be held until a post-rental inspection has been completed, and will be returned thereafter, less the cost of any damages.

If the Clubhouse Manager deems that the Clubhouse has not been cleaned properly (per the attached Clubhouse checklist), any cleaning charges incurred by the Association shall be assessed against the security deposit, in the case of a tenant renter, or the homeowner's account, in the case of a homeowner renter. If the Clubhouse Manager finds any damage other than normal wear and tear (e.g. broken blinds, countertop scratches, wall damage, and/or tile damage), the resident shall be liable for any charges incurred by the Association to make the necessary repairs. The Association reserves the right to select the contractor at its discretion. There will be **NO second chance** to pass the Checkout Inspection; the inspection will be the only time for the renter and the Clubhouse Manager of the EAST STRATFORD RESIDENTIAL COMMUNITY ASSOCIATION to go over the aforementioned checklist.

RENTER'S REPRESENTATIONS

Initial on the line for each of the following paragraphs:

_____ I accept liability for all damages to the Clubhouse facility caused by me or my guests related to the event for which I have rented the Clubhouse. I agree to clean and remove all trash from the Clubhouse and will leave the Clubhouse in the condition in which I rented it. If I do not, I understand and agree that I will be liable for any/all monetary charges to make necessary repairs or perform necessary cleaning. No permanent change to the facility or property owned by the Association shall be made without the approval of the Association's Board of Directors. Any damaged and/or

missing Clubhouse property will be repaired or replaced at my expense. The Association reserves the right to bill or to seek judgments against me and/or my guests for damages. I understand and agree that I shall not make any permanent change to the Clubhouse and/or its furniture/fixtures without the prior written consent of the Board of Directors.

_____ I understand and agree that consumption of alcoholic beverages by my guests shall be solely my responsibility, and that I am required by Virginia law to confirm the legal age of any guest who consumes or attempts to consume any alcoholic beverage at my event.

_____ I understand and agree that the Association shall not be responsible for damage or accidents, on or off the premises, related to or directly or indirectly caused by the consumption of alcoholic beverages by my event's attendees. I will not permit any sales of any alcoholic beverages on the premises.

_____ I understand and agree that I am not to allow any guest who is a minor (younger than 21 years of age) to consume alcohol on or within the premises at any time. I will not allow any illegal drugs on the premises at any time. I understand and agree that any consumption of alcohol or intoxicants of any kind while using the facilities for personal use or gatherings shall be at the sole risk of myself and my guests. I understand that any criminal or civil liability which may arise from the violation of these regulations shall be solely against myself and my guests.

_____ I personally and on behalf of my guests assume all risks and liabilities incidental to the use of the Association's Clubhouse and do hereby indemnify, release, and hold harmless the Association, its successors and assigns, its officers, directors, and members both individually and collectively, from and against any and all claims of any kind whatsoever which may arise or hereafter accrue in connection with my use or my guests' use of the Clubhouse, including, but not limited to, damage, injury or death to my guests or attendees, or the loss, damage or theft of personal property located in or near the Clubhouse facility during use.

_____ I understand and agree that the time in which I have requested and paid for includes set-up and clean-up. I also understand that additional charges may be imposed if clean-up is not fully complete by the scheduled check-out time.

_____ I understand and agree that I will ensure that no guests enter the pool area through the men's or women's bathroom when the pool is closed. I also understand and agree that violations of this rule can result in a suspension of future Clubhouse rentals.

_____ I agree to pay all reasonable costs, attorneys' fees and expenses that may be incurred by the Association if legal action is necessary to enforce the terms of this Agreement.

I, the undersigned Renter, acknowledge and agree that I have read and understand the Clubhouse Regulations and all provisions of this Rental Agreement and that by my signature below I agree to agree to abide by them.

Renter's Signature _____ Date _____ Printed Name of
Renter _____ Address: _____ Phone: _____

**EAST STRATFORD RESIDENTIAL COMMUNITY ASSOCIATION, INC.
Clubhouse Checklist**

Check-In		Checkout
	Kitchenette	
_____	Sink and countertops cleaned	_____
_____	Floor clean (swept and mopped)	_____
_____	Microwave clean (inside and out)	_____
_____	Refrigerator and freezer empty and clean	_____
_____	Trash removed (new bag in place)	_____
_____	Trash can wiped clean	_____
_____	Marble Counter Top Reminders & Cleaning Specs	_____
	 Foyer/Main Room	
_____	Clean all floors	_____
_____	Curtains – closed, clean and no damage	_____
_____	Chairs – stacked in closet neatly, no damage	_____
_____	Tables – placed in closet, clean and no damage	_____
_____	Furniture returned to original location	_____
_____	Upholstery (cushions) free of stain/debris	_____
_____	Knick Knacks frames free of nicks, scratches	_____
	 Bathrooms	
_____	Toilets/Urinals clean	_____
_____	Vanities/mirrors clean	_____
_____	Floors cleaned (swept and mopped)	_____
_____	Trash removed (new bag in place)	_____
	 Thermostat	
_____	60 in winter or 80 in summer	_____
	 General	
_____	Bucket and mop rinsed clean	_____
_____	All walls and painted surfaces are in good repair (no damage)	_____
_____	Turn off all lights	_____
_____	Lock all doors	_____
_____	Clubhouse entrance and surrounding property is free of trash	_____

Please inform the Clubhouse Manager of any repair needs (e.g. light bulb replacement, table or chair problems, etc.)

I agree with the condition of the Clubhouse at check-in time

I agree with the condition of the Clubhouse at check-out time

Rental Date

Rental Date

Renter

Renter

Clubhouse Manager

Clubhouse Manager

Notes/Comments:

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Date: _____

Name: _____

Address: _____

Phone Number: (H) _____ (W) _____

Date Requested (Month) _____ (Day) _____ (Year) _____

Number of people attending: _____ (Maximum of 50 people)

Reason for rental: _____

Time of event: **Beginning:** _____ **End:** _____ (Including set-up and clean-up)

Signed: _____ Date: _____

Rent check received: _____
Date Amount

Premises Inspected: _____
Date By

I HAVE READ THE ATTACHED RULES AND REGULATIONS AND AGREE TO ABIDE BY THEM.

Clubhouse Manager

East Stratford Resident