

**Bull Run Mountain Civic Association
1811 Ridge Road
Haymarket, VA 20169**



**BULL RUN MOUNTAIN
CIVIC ASSOCIATION**

2021 Clubhouse Rental Agreement

INSTRUCTIONS:

1. All information must be furnished before the application can be processed.
2. All fees must be paid before date can be confirmed.
3. Mail contract and checks to:

Bull Run Mountain Civic Association
Attn: Clubhouse Coordinator
1811 Ridge Road
Haymarket, VA 20169

Organization/Individual Name _____

Address: _____

Home Phone _____ Work/ Cell Phone _____

E-mail _____

Date(s) of Activity _____

Type of Activity _____

Estimated number of individual in attendance _____ Will alcohol be served? ____yes ____no

Starting Time (including set-up/decorating) _____ Ending Time (including clean-up) _____

Rental time starts when you first set up and ends when you have cleaned up and left even if the facility is vacant part of that time.

Will you attend activity? _____ If no, who will be in charge? _____
Name Phone#

Facilities Requested: Clubhouse _____ Parking Lot _____ Other _____

Renter _____ (Print your name):

- a. Agrees to assume full responsibility for, and hold the Bull Run Mountain Civic Association its agents, and servants harmless from any legal liability, injury, or damage to the person or property of the applicant or others and to assume full responsibility for any damage to any BRMCA facilities.
- b. Understands that there may be weather events which may interfere with use of the facility. While the BRMCA will attempt to work with the renter to address weather issues, such as snow plowing the parking lot, there is no guarantee of access caused by events beyond the control of the BRMCA.
- c. Certifies that he/she is familiar with the rules and regulations of BRMCA for community use of the BRMCA facilities and that such rules and regulations will be enforced by said user. Should damages or loss of revenue from damage to the facilities exceed the deposit the undersigned accepts financial responsibility for these losses. In addition, the facility and parking areas will be cleaned or the security deposit will be forfeited.
- d. Has inspected the property prior to rental and agrees to rent the property as-is. The renter also acknowledges that the property is not compliant with the Americans with Disabilities Act (ADA) and accepts that non-compliance.
- e. Understands if there is damage to the facility or the facility is left in such a condition that subsequent rentals must be cancelled, BRMCA reserves the right to charge patrons for financial damages beyond those covered by the security deposit. This includes cost of special cleaning services, physical damage inside or outside of the facility and loss of rental fees and/or compensation given by BRMCA to patrons displaced due to the condition of the facility. The individual who signs the rental contract is responsible for all financial matters and to ensure that the facility is not misused or abused.
- f. Must be 25 years of age or older.

Rental Rates and Fees

Rental time begins when you first set up/decorate for your event and continues through clean-up. Weekday rentals are Monday through Thursday. Weekend rental rates begin at 6:00 Friday evening and end at 11:00 Sunday Evening.

- 0-3 hours \$100 weekdays \$150 weekends
- 3-6 hours \$150 weekdays \$200 weekends
- 6-9 hours \$200 weekdays \$250 weekends
- 9-12 hours \$250 weekdays \$300 weekends

- Discounts are available for long-term and/or recurring rentals
- Commercial Truck Parking on BRMCA Property - \$100/day.
- BRMCA membership discount: Members who pay their annual dues by March 1 of each year are entitled to a 30% discount on rental rates (does not include security deposit) and is non-transferable.

Security Deposit

- Weekday Meetings and regularly scheduled activities: \$150.00
- Weekday/weekend Social Gatherings where food and/or beverages are served: \$250.00

Make all checks payable to: Bull Run Mountain Civic Association (we also accept Cash and PayPal).

Please make separate checks for each item. The Security deposit must be received to hold your date. The facility use check should be submitted 4 weeks prior to your event. Time for set-up/decorating and clean-up should be included in the reservation and the use fee. We cannot guarantee availability of the facility for set-up and decorating unless it is part of the confirmed reservation.

Fees Received Facility Fee _____ Check # _____

 Refundable Security _____ Check # _____

Rental Terms and Conditions

In consideration of the agreement below, the owner, Bull Run Mountain Civic Association (the "Association"), hereby rents the Community Center and / or grounds located at 1811 Ridge Road, Haymarket, Virginia for the _____ Renter, in consideration of the Association permitting them to use the Community Center and / or grounds, hereby agrees to the following terms: _____ Initial

1. RENT: To pay as rental the sum of \$ _____ rent, plus refundable security deposit of \$ _____ to cover damages, due and payable in **advance**. The rent includes a nominal cleaning fee to cover secondary cleaning of sinks, toilets and removal of collected trash. (Your rent and security check will be cashed/deposited prior to the event)
2. BAD CHECKS: Renter further agrees to pay all bank service charges for any dishonored check, regardless of cause.

3. GUESTS: Renter agrees to limit the number of guests to less than 100 persons, the limit imposed by the County Fire Marshal. If the rental event includes persons under the age of 18, a responsible, adult chaperone must be present on the premises at all times, one for every 15 persons under the age of 18. The renter takes full responsibility for the behavior and actions of the guests, including damage.
4. CLEANING: Renter accepts premises in its current state of cleanliness and agrees to abide by the BRMCA Community Center User Rules as an addendum to this agreement
5. SECURITY DEPOSIT: Renter agrees to pay a deposit in the amount of \$ _____ to secure renter's pledge of full compliance with the terms of this agreement. The security deposit is refundable but will be used if necessary at the end of the rental period to compensate the Association for any damages or failure to clean. The security deposit does not absolve renter liability for damages in excess of the deposit. Any unused portion of the security deposit will be returned to the renter by mail within 30 days of the rental period.
6. RENTER'S OBLIGATIONS: Renter agrees to treat the Community Center with respect and:
 - a. Conduct himself/herself, family, friends, guests and visitors in a manner which will not disturb others. Violation of the County's Noise Ordinance (Chapter 14) shall be cause for eviction. In other terms, sustained, loud noise audible at the street, coming from the Community Center with doors closed, is not acceptable and is grounds for termination of the rental and forfeiture of rent and deposit. IT IS EXPECTED THAT ALCOHOL WILL BE CONSUMED IN RESPONSIBLE MANNER. If not, the event will be terminated and law enforcement contacted. Consumption or possession of alcoholic beverages by minors is also grounds for immediate termination, expulsion and referral to police. Renter warrants that he/she will meet the above conditions in every respect, and acknowledges that failure to do so will forfeit all deposits without further recourse.
 - b. If alcohol is to be served on the premise, the renter is responsible for following all applicable laws regarding serving alcohol and is responsible for obtaining any liquor licenses. The Association does not hold a liquor license for the facility.
 - c. Operate all electrical, plumbing, sanitary, heating, and other appliances in a reasonable and safe manner.
 - d. ABSOLUTELY no tacks, staples or tape to be used on any wood surface. There are hangers on trim around ceiling that may be used for hanging decorations/lights.
 - e. Assure that property belonging to the Association is safeguarded against damage, destruction, loss, removal, or theft.
 - f. Remove and clean any spills or crumbs on furniture. Put tables away and stack chairs. When using arts and crafts materials (glues, solvents, paints, etc.), cover tables and floors with newspapers or tarps if necessary to provide protection.
 - g. Please be mindful of doorways and trim when moving tables and chairs.
 - h. Fireplace: If the fireplace is used, ensure the fire is out completely before leaving. There will be an extra \$35.00 charge if using fireplace because it will need to be cleaned and swept before next rental.
 - i. Turn off lights and fans.
 - j. Ensure both heater and/or air conditioners are either turned off or set to the agreed upon temperature.
 - k. Ensure all windows and doors are closed and locked.
 - l. Outside: Clean up area, and/or picnic tables that are used.

- m. No firearms or fireworks are permitted
 - n. Please reduce music and loud noise after 11 pm.
 - o. ALL EVENTS MUST END BY 1:00 AM AND CLEAN-UP COMPLETED BY 2:00 AM. The facility must be cleaned and vacated by 2:00 AM or deposit will be forfeited
7. CLEANING: Renter agrees to _____ Initial
- a. Leave floors clean by **sweeping up all debris and damp-mopping floor.**
 - b. Make sure all toilets are flushed, and toilets, urinals and sinks are cleaned.
 - c. Clean counters, sink, refrigerator, and stove. Wash dirty dishes and put away clean dishes. Do not use any abrasive product or substance on stainless steel sink or worktable, wipe out sinks, and hang wet towels and cloths to dry. No food or drink are to be left in refrigerator or kitchen. Tidy up and leave the kitchen neat for the next group.
 - d. Empty trash containers and put in dumpster outside. Replace trash bag liners; bags are stored in the kitchen next to sink.
 - e. As an alternative to this cleaning, Renter agrees to pay \$80 per hour for a contractor to complete the cleaning described in this section.
 - f. At no time, are any chairs, tables or other equipment belonging to BRMCA to be taken outside the building.
 - g. ABSOLUTLY no smoking inside the building or near the open doors or windows.
8. SUBLETTING: Renter agrees not to assign this agreement, nor to sub-let any part of the property, or to collect fees from any guest or contract or advertise a party for hire in this facility without first requesting permission from the Association. Any live entertainment must be approved prior to the execution of this agreement.
9. COURT COSTS: Renter agrees to pay all court costs and attorney's fees incurred by the Association in enforcing legal action or any of the Association's other rights under this agreement or any state law. In the event any portion of this Agreement shall be found to be unenforceable under the law, the remaining provisions shall continue to be valid and subject to enforcement in the courts without exception.
10. PERSONAL PROPERTY: The Association shall not be liable for any loss of personal injury or property by fire, theft, breakage, or otherwise, for any accidental damage to persons, guests, or property in or about the leased/rented property resulting from electrical failure, water, rain, or negligence of the Association, or Association's agent, contractors, or employees, or by any other cause, whatsoever. Renter covenants and agrees to make no claim for any such damages or loss against the Association.
11. REMOVAL OF PROPERTY: Resident agrees not to remove or alter in any way the Association's property.
12. RETURN OF DEPOSIT: Security deposits will be returned if all conditions above are met.
13. LEGAL CONTRACT: This is a legally binding contract. If you do not understand any part of this contract, seek competent legal advice before signing.

Signature of Renter

Name of Organization (*if applicable*)

Date

Printed Name of Renter

Signature for BRMCA

Date

Pre-rental Inspection

Renter - Signed _____

Date _____

BRMCA Representative _____