

HERITAGE FOREST HOMEOWNERS ASSOCIATION ADMINISTRATIVE RESOLUTION

POLICY ON CLUBHOUSE USE

WHEREAS, Article III, Section One (b) of the Declaration of Covenants, Conditions and Restrictions provides for the right of the Association to charge reasonable admission and other fees for the use of any recreational facility; and

WHEREAS, Article III, Section One (a) of the Declaration of Covenants, Conditions and Restrictions empowers the Board of Directors of Heritage Forest Homeowners Association to adopt and publish rules and regulations governing the use of the Recreation area and facilities and the personal conduct of the members and their guests- and

WHEREAS, The Board of Directors of Heritage Forest Homeowner Association desires to promulgate rules and guidelines for the reservation and use of the Clubhouse for private use by its members,

NOW, THEREFORE, BE IT RESOLVED THAT the following guidelines and procedures are to be used when reserving the Clubhouse:

1. The attached Use & Rental Agreement form shall become part of the reservation process. This form may be amended at any time by the Board of Directors.
2. Private use of the recreational facilities shall be defined as use restricted solely to the invited guests of the lot owner (or tenant) who reserves the facility.
3. Public use of the recreational facilities shall be defined as use that is unrestricted to any lot owner (or tenant) in good standing with the Association.

There shall not be an admission charge for any public use activity, unless so advertised.

Private or public use is limited to the occupancy permit capacity as defined by Fairfax County. To qualify for private or public use, the reservation date and scheduled activity must be approved in advance by the Board of Directors, must be advertised or posted to the community membership, and must have a sponsor. Sponsorship entails being responsible for the health and safety of the guests, and appropriate control (open/close/clean) of the facility.

HERITAGE FOREST HOMEOWNERS ASSOCIATION
Community Center
Procedures and Operating Guidelines

The Community Center is for the exclusive use of the members of the Heritage Forest Homeowners Association (HFHOA) who are current with the HFHOA dues, and may be used by the residents for recreational, social and cultural activities. These facilities may not be used for any profit-making activity, solicitations, or political fundraising. No favoritism will be shown. The areas may be reserved by the aforementioned provided the following Procedures and Operating Guidelines are observed. Non-compliance will result in deductions from the deposit. Each violation is equal to a \$25.00 withholding fee and/or loss of right to use the Community Center for future events.

A. Procedures

1. Application For Use and Rental Agreement must be filled out and submitted to Management along with a \$150.00 deposit check. This request must be made one (1) month in advance. Availability is based on a first-come first-served basis. No cash will be accepted. Checks/money orders should be payable to Heritage Forest. There will be a \$20.00 service charge for checks returned by the bank. Anyone requesting use must be current with the HFHOA dues.
2. A Rental Usage Fee is due on or before the date the key is picked up from the Management Office. **For all weekend rentals keys must be secured by 11:00AM the Thursday before your event. The office is closed on Fridays.**

Rental fees will be charged as follows:

\$70 for the first two (2) hours

\$10 per each additional hour

(Two hours of free set-up time will be granted for use prior to the reserved time.)

3. A pre-inspection walk-through will be conducted with the homeowner or designated representative on the date the keys are picked up. Any discrepancies should be noted on the Application for Use. No one will have access to the community center until the pre-inspection has taken place.
4. A post-inspection will be conducted by the Management Company or designated representative. All areas must be returned to pre-rental condition. Trash must be secured and taken to the trash containers located in the parking lot. Any discrepancies will be listed. The cost of damages or clean up from the event will be deducted from the security deposit. If such cost exceeds \$150, the homeowner will be billed for the additional costs involved. If no discrepancies are listed and the room is returned to the pre-rental condition you will get your deposit check back, by mail, no later than two weeks following your event.
5. Cancellations must be made at least two (2) weeks in advance. Failure to notify Management less than two weeks of your cancellation will result in loss of deposit.

6. The use of the facility, by a resident, for more than two parties per year must be approved by the Heritage Forest Board of Directors.
7. Violations of any sort to the Guidelines listed may result in forfeit of deposit and/or future rentals of the Center.

B. Building Usage

1. Maximum occupancy in the community center is 75 people. This means no more than 75 people may attend your function at any given time.
2. Building hours are 9:00AM-10:00PM Sunday thru Thursday, and 9:00AM-11:00PM Friday thru Saturday. No one may enter the building for any reason during hours the Center is closed. **Clubhouse must be cleaned, and locked up on or before closing time. Failure to vacate the building by closing will result in loss of deposit.**
3. This is a non-smoking building. A smoking station is provided at the outside entrance. All smoking must be outside the building. Do not dispose of cigarettes on the ground, grass or parking lot.
4. The resident must be present at all times during the function. The resident is responsible for all rented areas including, but not limited to, the corr
5. Chairs and tables may be used at your convenience.
6. Refrigerator, microwave and coffee urn are available for use.
7. Decorations should be attached to walls and ceiling with tape only. Do not use thumbtacks.
8. Music must be kept at a moderate level. The doors must remain closed at all times. Music is not allowed outside.
9. Excessive noise, abusive or unacceptable behaviors resulting in complaints will not be tolerated.
10. No "admission fees" or any fund transfer that may be construed as admission fees may be collected. (For example, 'Cash Bars").
11. Rental of the facility for purposes of business solicitation, political fundraising or profit-making activities of any kind are not permitted. No advertising materials may be displayed at any function.

C. Clean up Procedures

1. All counters, floors, appliances, tables and chairs must be wiped clean, free of any spills or mess.
2. Carpet must be vacuumed. Any spills on the floor must be mopped.
3. All tape from the walls must be removed.
4. Trash in the community center and **bathrooms** must be taken to the trash containers located in the parking lot.
5. All lights must be turned off.
6. All doors must be locked. Keys are to be placed in the drop box.
7. Parking lot should be cleaned free of any debris from your event. This includes the walkway/entrance. Please be sure cigarette butts are not disposed of on the ground.

D. Youth Activities

Any activity consisting of 75% youth (under 18 years of age) must be chaperoned. One chaperone, over the age 21, for each 10 youths must be present at all times.

NO ALCOHOLIC BEVERAGES ARE PERMITTED.

E. Pool Parties

Pool parties are permitted during regular pool hours only. To have a pool party you must pay for the rental of the clubroom as well as the current year guest rate for each guest at the pool. Maximum 25 guests. A guest list must be included on the back of your Rental Application. This request must be made 1 month in advance. Management and/or the Board of Directors have the right to decline use of the pool for parties at any time. Based on occupancy of the pool on the date of your event you may be limited to a certain number of guests on the pool deck at one time at the discretion of Management, Board of Directors, or the Lifeguard Manager.

**HERITAGE FOREST HOMEOWNERS ASSOCIATION
APPLICATION FOR USE AND RENTAL AGREEMENT**

Name: _____

Address: _____

Home Phone: _____ Work Phone: _____

Cell Phone: _____ Email: _____

Event Date: _____ Start and End Time: _____

Type of Event: _____ Number of Guests: _____

In exchange for permission of the Board of Directors of the Heritage Forest Homeowners Association to rent the Community Center for personal use, L/We do hereby agree as follows:

I/We shall hold harmless and indemnify the Heritage Forest Homeowners Association, its successors and assigns and, its officers and directors, both individually and collectively, from and against any and all liabilities, costs, damages, expenses, and any attorneys' fees or costs of defense resulting from or attributable to any and all acts and omissions of mine/ours and by my/our guests and invitees, pertaining to the use of the Heritage Forest Homeowners Association's recreational facilities, including, but not limited to, damage or injury to mine/our guests, or attendees' person, possessions, or property.

I/WE accept full responsibility for maintaining the condition of all property (building, carpeting, furniture, appliances, etc.) as originally provided at the time of the pre-event inspection. I/We fully understand that if the property is not in the condition as it was at the time of the pre-event inspection, the security deposit will be forfeited, to the extent necessary to return the facilities to its pre-event condition. In the event damages exceed the total dollar amount of the security deposit, I/We hereby accept full responsibility for the payment of all damages over and above the amount of the security deposit.

I/We agree to pay all reasonable costs, attorneys' fees, and expenses that shall be incurred by the Heritage Forest Homeowners Association if legal action is taken to enforce the terms of this Agreement.

I/We have received a copy of and agreed to abide by, the procedures and operating guidelines of the Heritage Forest Homeowners Association Community Center. I/We understand that failure to comply with these procedures and operating guidelines may result in the loss of our right to use the Community Center.

Signature: _____ Date: _____