

EAST GATE HOMEOWNERS ASSOCIATION POLICY RESOLUTION NO.1 RENTAL OF COMMUNITY CENTER

*APPROVED: August 22, 2017
EFFECTIVE: November 1, 2017*

Relating to Rules and Regulations for the rental of the Community Center WHEREAS, Article 4, Section 4.1 of the Bylaws states that “The Board of Directors shall have power to exercise for the Association all powers, duties and authority vested in or delegated to the association, not reserved to the member by other provisions of these Bylaws, the Articles of Incorporation or the Declaration;” and

WHEREAS, the Board deems it necessary and desirable to establish certain rules, procedures and guidelines for the use of the Associations Community Center.

NOW, THEREFORE, BE IT RESOLVED THAT the following Rules and Regulations for the use of the Community Center be adopted:

I. ELIGIBLE USE

In general, the East Gate Homeowners Community Center (the Center), **(the Center is defined as the portion of the East Gate recreational facility building that does not include the pool/deck facility)** shall be for the exclusive use of the Association residents, their guests, builders and invitees, through programs sponsored by the Association, for duly constituted Association committees, and other groups as may be called together by the Association from time to time to participate in Association activities or to pursue Association business. Applicants for the use of the community center must be current members or residents of the Association who are current in their monthly dues and in good standing.

First priority for use of the center will be given to the official bodies of the Association, including the Board of Directors, advisory committees or other Association sanctioned groups with regularly scheduled meetings and/or functions. Otherwise, scheduling of the center for approved events/activities shall be on a first-come first-served basis through the Association managing agent.

At times which do not conflict or interfere with activities sponsored by the Association, the Community Center may be reserved for private use by any Association resident for the use of that resident and his or her guests and invitees so long as the reserving resident is in good standing, (“good standing” is defined as being current with respect to assessment payments owed to the Association and having no outstanding violations of the rules and regulations of the Association) and so long as the resident is in attendance during the reserved time for use of the center.

The community center is not conducive to more than one meeting/function at a time; therefore, no two events will be held simultaneously.

If a member in good standing wishes to invite a nonprofit organization to use the center, prior to extending an invitation to that group, the name, address and point of contact for the group must be submitted to the Board of Directors for the Board's prior written approval. The Board of Directors reserves the right to deny access to any group in its sole discretion for any reason that it deems in the best interest of the Association. The Board will not approve any group that promotes or stands for hate, discrimination, violence, anti-social conduct or other interests with which the Association should not be associated.

II. OCCUPANCY

Maximum permitted occupancy of the Community Room is **87 persons**. All use of the Center **must** conform to occupancy limit. Any violations of this occupancy limit will result in the immediate shutting down of the event or activities and any payment of fines imposed by law enforcement will be the responsibility of the Association member who reserved the Center.

III. PRE-USE AND POST-USE INSPECTION

For all reserved uses of the center, except by the Association's Board of Directors, duly constituted Association committees, and designated Association sponsored activities, there will be a pre-use inspection of the center by the reserving resident and a designated representative of the Association, and all center defects within the space to be used will be noted on an inspection form.

Following the reserved use of the Center, a post-use inspection will be conducted by a designated representative of the Association to ascertain if any new damage has been sustained by the Center as a result of the reserving member's use of the Center. All efforts will be made to have the reserving member present for the post-use inspection as well, but if scheduling does not permit for the reserving member to be present or the reserving member declines to join the designated representative of the Association, then the designated Association representative will conduct the post-use inspection and note any new defects within the space on the inspection form. It is strongly recommended that reserving members make every effort to coordinate with the designated representative of the Association to be at the post-use inspection. The judgment of the Association's designated representative or the Association's Managing Agent in all such decisions is final, with the reserving member having a right to appeal a decision to the Association's Board of Directors.

Association representatives authorized to conduct pre-use and post-use inspections shall include members of the Board of Directors, representatives of the Association's managing agent, or any such persons authorized by the Board of Directors to perform such inspections.

See EXHIBIT A for a copy of this inspection form.

IV. LIMITS ON TIMES OF USE

All reserved use of the center must end, the center must be cleaned, and **vacated no later than 11:00 PM on any evening which is in compliance with Loudoun County's noise ordinance**. The official permitted hours of reserved use may be changed by the Board of Directors from time to time by General Resolution duly adopted. In addition, the Board of Directors has the authority to extend

the hours of availability for Association sponsored events. The normal hours of availability of the center for reserved use are listed below:

Sunday thru Thursday	8:00 AM to 11:00 PM*
Friday and Saturday	8:00 AM to 11:00 PM (Midnight)

The center must be cleaned and vacated by the Agreement holder(s) and their guests not later than 30 minutes after the designated end time of the reserved time period.

*Any resident wishing to have events past 11:00 PM must get prior approval and must provide security for such events. Proof of security must be given to the Managing Agent prior to the scheduled event.

**The center may not be available for rental use during major recognized holidays, including but not limited to New Year's Eve, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, and Christmas Day. Other special seasonal holidays (i.e. Halloween, etc.) are reserved for Association sponsored events if scheduled.

V. GENERAL CONDITIONS OF USE

Any Association resident wishing to reserve the center for private use shall contact the managing agent to check availability for the requested date and time at least two (2) weeks prior to the requested date. If the requested time slot is available, the managing agent will reserve the time slot and prepare and send an Association Community Center Rental Agreement (hereinafter "Agreement") application to the applicant to be completed, signed and returned for approval. The Agreement is non-transferable. The Agreement shall be binding on the reserving resident (hereinafter "Agreement holder"). Only an Association resident may enter into such agreement with the Association. Conditions of use are detailed below:

- A. Except where such fees are incidental to Association sponsored activities, no admission fees nor any fund transfers which might be construed as admission fees whatsoever shall be collected for use of the center by the Agreement holder.
- B. Any event or activity intended to be primarily attended by persons under 21 years of age shall be attended by a minimum of two adult chaperoning residents of the Association whose names and signatures will appear on the Association Community Center Rental Agreement application. Additional chaperones are required at a rate of one (1) Adult chaperone per ten (10) youths attending the event, or any portion thereof. As indicated in the Rental application the individuals whose names appear on the rental application must be present for the duration of the event. Absolutely no alcohol is permitted at such events.
- C. All Association chairs (48 folding), tables (8 rectangular), and equipment shall be returned to proper storage areas following each reserved use, and under no circumstances shall chairs, tables or other equipment belonging to the Association be removed from the center.

- D. If decorations, auxiliary lights, or sound equipment are contemplated for use during any reserved time, the Association's managing agent shall be notified three (3) days in advance. The managing agent reserves the right to conduct an inspection of the decorations or equipment to be used by a representative of the Loudoun County Fire Department or by a licensed electrician. A fee to cover the cost of such inspection shall be levied against the Agreement holder.
- E. Absolutely no objects, such as nails, tacks, scotch tape, candles, or substances which cause permanent damage shall be placed on the walls, ceilings, or window surfaces. Any and all decorations shall be fireproof, and shall be removed entirely immediately following the reserved use of the center. Under no circumstances shall any group make any structural or electrical alterations to the center, except by written permission from the Association Board of Directors.
- F. Paints, acids, and all other supplies and materials which present a clear damage potential are prohibited from the center during times of reserved use.
- G. All refuse and personal property of the Applicant(s) and their guests and invitees shall be removed from the center immediately following the reserved use of the center. The refuse (including recyclables shall be placed in the appropriate outdoor bins and **brought to the curb for subsequent removal** by the trash removal vendor.
- H. Each Agreement holder shall be personally responsible for knowing the location of and proper use of the center's fire extinguishers.
- I. Loudoun County noise ordinance prohibits loud noise at any time, which might disturb the surrounding community, and the Agreement holder is required to adhere to the requirements of this ordinance.
- J. The designated Association representative is permitted to attend all events/functions only in a manner to monitor compliance with the Agreement and Association rules and regulations.
- K. The pool facility is not included in the Rental Agreement. Any use of the pool facility in conjunction with the rental of the Community Center must conform to the Pool Rules and Regulations and separate approval by the Board of Directors.
- L. Alcohol and smoking are prohibited.
- M. Clubhouse occupancy is limited to 87 people.

See EXHIBIT B for a copy of the Rental Agreement form.

VI. RESERVATION PROCEDURES

Any Association resident wishing to reserve the center for private use shall follow the

procedures below:

- A. The applicant will check the availability of the clubhouse by logging into the East Gate HOA website and by visiting the calendar. If there is no reservation placed for the date the resident is planning to rent the clubhouse, the attached application form can be downloaded, printed and filled-in.
- B. The applicant shall sign the Agreement and Rental Agreement Holder Responsibilities Acknowledgement and return both the filled-in documents along with two checks, one for the security deposit (\$250), and the other for the rental amount (\$150 or \$200), payable to "East Gate Homeowners Association". Upon the receipt of these checks, the management agent, or representative will ask CMC to mark the date as reserved on the community calendar. The deposit check will be returned after verifying the good condition of the facility after the completion of the event.

VII. FEES AND DEPOSITS

The Association reserves the right to review all requests for reserved use of the center and may deny any request if such use is deemed to put the center, its property, or guests at unusual risk, or if such use of the center is deemed to be contrary to the best interests of the Association.

A. ASSOCIATION SPONSORED AND SANCTIONED EVENTS

- There is no charge for events sponsored, scheduled and conducted by the Association.
- Anyone who wishes to organize a community-wide event or activity in the Center must submit Event application to the Management Agent of East Gate Homeowners Association for Approval (clubhouserental@eastgatehoa.net).
- There is no charge for Association sanctioned events that have been approved, but not sponsored, by the Association and are open to all Association residents. However, the individual(s) requesting to sponsor the event is subject to the appropriate security deposit and reservation procedures that apply to non-Association sponsored events. This security deposit may be waived by the Board of Directors for the Association.

B. RENTAL FEES

The rental fee is designed to cover the cost of monthly cleaning (draperies, dusting, etc.), normal wear and tear, and the electric and water consumption resulting from the use of the facilities by residents. The rental fee also includes payment for the services of a person to provide monitoring services during a reserved use of the Center. All rental fee payments to the Association will be immediately deposited in an Association bank account. The Board of Directors may revise the rental fee from time to time.

The rental fee for use of the Center shall be \$200.00 Friday thru Sunday and \$150.00 Monday thru Thursday effective with rentals scheduled to take place after June 1, 2019. ** for a duration of four hour minimum (hours are not pro rata). **The rental fee applies to any hours needed for setting up before or cleaning up after an event.** Members who rent the Center are

responsible for removing all trash and personal property following the conclusion of a reserved use of the Center.

C. SECURITY DEPOSITS

All Non-Association-Sponsored Events = \$300.00 ** deposit. The security deposit is required at the time of reservation.

Security deposits may be deposited into Associations bank account at the discretion of the Managing Agent. Following the post-use inspection refunds of a security deposit shall be initiated within 10 days following the date of reserved use, provided the Center premises, facilities, and equipment are left in satisfactory condition and no other association rules or county ordinance have been violated. The refund of the deposit will be made payable to the first person's name appearing on the Agreement. The Board of Directors may revise the security deposit requirements from time to time.

** Both checks need to be received by management in order to make the reservation.

VIII. CANCELLATIONS

If an event is canceled within fifteen (15) days of the reserved use date, a \$25.00 administrative fee will be deducted from the applicable rental fee and/or security deposit that have been collected and the remaining balance will be refunded. All events canceled more than fifteen (15) days prior to the reserved use date and events canceled by the Association will result in a full refund of all rental fees and deposits collected.

IX. HANDLING OF THE DEPOSITS IN THE EVENT OF DAMAGES/OTHER

The Association reserves the right to deduct from the security deposit an amount necessary to cover any costs of clean-up if warranted, and shall also deduct the costs of repairs or replacement of any property damaged during the use of the center. If the security deposit does not full cover these costs, the Agreement holder shall be billed for the difference, and future use of any of the Association's facilities shall be denied until these costs are paid. Any Agreement holder using the center shall be responsible for any and all damages that occur due to their use of the center. The billed costs will be considered a special assessment and if not paid could result in a lien being placed against the Agreement holder's home.

If the Agreement holder fails to comply with any and all stipulations of the Rental Agreement or the Agreement holder or any of his or her guests or invitees fails to comply with the Association's policies, rules and regulations or other legal document provisions or any applicable law the Association reserves the right to deduct any portion (or all) of the paid security deposit made by the Agreement holder. In addition, further use of the Association facilities may be denied for a period of time established by the Board of Directors.

Where warranted, the Association's managing agent shall make final determinations on total fees required of the Agreement holder in cases of questions over the cancellation of a reserved use or any similar dispute related to fees owed by an Agreement holder. In such event, further scheduling

of the center may be denied until all fees are paid.

X. LIABILITY

The Association, its trustees, agents, officers, and employees assume no responsibility for the personal property of anyone using the center during times of reserved use. The Agreement holder will remove all such property from the premises at the conclusion of the reserve use unless prior arrangements have been made with the managing agent of the designated Association representative.

The Agreement holder and all users of the center during a time of reserved use will be responsible for compliance and adherence to the Association's Declaration of Covenants and Bylaws, including all amendments thereto, the Rules and Regulations of the Association and all specifications of the Rental Agreement.

It is understood that the Agreement holder agrees to indemnify the Association, its trustees, officers, agents, and employees, and save them harmless from and against any and all liability, damage, expense, cause of action, suits, claims, or judgments arising from injury to persons or property occurring in or about the premises and upon the adjoining sidewalks, streets or ways which may arise from the Association's ownership of the premises, from any action or omission of the Agreement holder, its agents, employees, invitees, or licensees, or from any cause whatsoever.

XI. EXHIBITS

Subject to the approval of the Association's Board of Director, the language of the Community Center Inspection form, the Community Center Rental Agreement, and the Community Center Damage Price List may change from time to time as needs warrant. These documents are attached to this resolution as **Exhibits A, B, and C** respectively, and are hereby incorporated as a part of this resolution. The Board may approve language changes to these exhibits by General Resolution duly adopted, provided that such changes do not alter the substantive provisions of this resolution.

EXHIBIT A

COMMUNITY CENTER RENTAL – INSPECTION CHECKLIST

Name of homeowner renting facility: _____

Address: _____

Phone # (home): _____ (work): _____

Date of rental: _____ Time of rental: _____

Please note any damages below:

INSPECTION ITEM	PRE-RENTAL	POST-RENTAL
Carpets (for stains)	2 sections	
Floors		
Walls		
Tables	8 rectangular folding	
Chairs	48 folding	
Cabinets		
Counters		
Refrigerator/Freezer		
Dishwasher		
Inside and outside trash bins		Trash should be moved to the curb
Other		

** Any other damages should be noted on back

Pre-Rental Inspection: _____
Renter's Signature

Inspector's Signature

Post-Rental Inspection: _____
Renter's Signature

Inspector's Signature

EXHIBIT B

COMMUNITY CENTER RENTAL AGREEMENT

Online Rental Agreement Form

Permission is hereby requested by:

NAME: _____

ADDRESS: _____

PHONE (h): _____ (w): _____

To use the East Gate Homeowners Center according to the following specifications:

DATE OF ACTIVITY/EVENT: _____

RENTAL PERIOD (TIMES): FROM _____ UNTIL: _____

TYPE OF ACTIVITY: _____

ANTICIPATED NUMBER OF PERSONS (max occupancy 87): _____

****Smoking and alcoholic beverages are prohibited**

FEES	CHECK #	AMOUNT PAID
RENTAL FEE PAID \$250.00		
SECURITY DEPOSIT \$300.00		

Security deposit check must be received with the rental agreement to secure the requested date. The deposit will be refunded, less any charges, within ten (10) days following the date of the event.

PLEASE NOTE:

The Agreement Holder and all users of the Center during a time of reserved use will be responsible for compliance and adherence to the Association's Declaration of Covenants and Bylaws, including all amendments thereto, the Rules and Regulations of the Association and all specifications of the Agreement.

The EAST GATE Homeowners Association (hereinafter referred to as the "Association") and the undersigned resident(s) (hereinafter referred to as the "Agreement Holder") hereby agree to the following terms and conditions of this Community Center Rental Agreement (hereinafter referred to as the "Agreement"):

1. The Agreement Holder and his/her guests will have exclusive use of the Community Center and its facilities during the Period described above.
2. The Agreement Holder hereby agrees to comply with all local and state laws, order, or governmental regulations and/or ordinances. The Agreement Holder also agrees to abide by the rules and regulations of the Association for the use of the Community Center, which are adopted from time to time, and the stipulations of this Agreement. The Association has the right to modify the rules and regulations from time to time and shall have no liability to the Agreement Holder for its enforcement or waiver of such rules and regulations.
3. The Agreement Holder hereby agrees and certifies that he/she has received and reviewed a copy of the Association's Policy: **USE OF COMMON AREAS: RESERVED USE OF THE COMMUNITY CENTER FOR PRIVATE FUNCTIONS.**
4. All personal property placed at the Community Center or elsewhere upon the Association's property shall be placed at the Agreement Holder's risk or at the risk of the person owning such property, and the Agreement Holder agrees to hold the Association harmless and without fault or liability for any loss or damage, direct or indirect, which occurs as a result of theft or damage to said property.
5. NO pets or animals shall be brought in the Community Center except service animals.
6. The Agreement Holder agrees to be present thirty (30) minutes prior to the reserved time of this agreement to conduct a pre-use inspection of the Community Center and its facilities with the designated Association representative to note the condition of the facilities prior to commencement of the Rental Period.
7. The Agreement Holder understands and is aware that the designated Association representative may visit the event/function during the Rental Period to monitor compliance with this Agreement.
8. The Agreement Holder hereby agrees that the Community Center and its premises will be used only for the purpose indicated above and that any use contrary to such purpose may result in forfeiture of a portion or all of the security deposit paid by the Agreement Holder.
9. The Agreement Holder hereby agrees that the designated Association representative, at his/her discretion, may terminate the Rental Period at any point in time if he/she feels that the activities of the Agreement Holder or his/her guests or invitees are in violation of any of the Association's legal documents, rules and regulations or County ordinances, or if the activities are deemed contrary to the best interests of the Association. The designated Association representative may terminate the Rental Period if such activities are deemed to put the Center, its property, or the Agreement Holder or his/her guests or invitees at unusual risk. This includes cases where alcohol is present, but was not declared and approved in advance on the Rental Agreement. In such instances, no portion of the rental fee will be refunded. In addition, the security deposit will be held pending the decision of the Board of Directors as to the amount of any penalty, if any, to be deducted as a result of such activity.

10. The Agreement Holder hereby agrees to exercise due care in using the premises, and the Agreement Holder also agrees that the furniture, appliances, fixtures, and appurtenances are under his/her control, and therefore, the Association is not liable to the Agreement Holder, his/her guests, servants, or invitees for any damage whether to person or property caused by the failure of any plumbing, heating, sewage, electricity, water or gas systems or for failure of any other fixture. In addition, the Agreement Holder agrees to indemnify and hold the Association harmless and without fault or liability for any loss or damage, direct or indirect, which occurs during the Rental Period from either personal or property damage sustained by the Agreement Holder, his/her guests, invitees or servants. Moreover, the Agreement Holder shall indemnify the Association for any and all costs or expenses, including but not limited to attorney's fees, that are incurred by the Association arising out of any claim by it against the Agreement Holder, his/her guests, invitees, or servants.

11. The Agreement Holder hereby understands that emergencies should be reported immediately to:
FIRST, to the Police or Fire/Rescue (as appropriate) by dialing 911.
SECOND, to the designated Association representative for the function/event.

THIRD, the Agreement Holder must complete an Incident Report documenting the emergency and/or accident. This report can be obtained from the Managing Agent.

All accidents, no matter how small, should be logged and explained in detail on an Incident Report and the procedures followed that appear on the reverse side of the report form. An Incident Report can be obtained from the Managing Agent.

12. The Agreement Holder hereby acknowledges that this Rental Agreement cannot be assigned or transferred to another resident or homeowner of the Association.

13. The amount of the security deposit is **\$300.00**

a. The security deposit shall be refunded only if the premises, furniture, appliances, fixtures and appurtenances are found, upon post-use inspection, to be in the same condition as at the commencement of the Rental Period as listed on the pre-use inspection - ordinary wear and tear expected. If deep cleaning services are required that amount will be deducted from the security deposit.

b. The security deposit shall not be considered liquidated damages and the Agreement Holder hereby agrees that he/she shall be responsible for any and all damage in excess of the amount of the security deposit.

c. The Agreement Holder is responsible for removing all personal property at or before the designated end time of the reserved time period. The Agreement Holder must bag all trash, including trash in the kitchen, and place for removal by either the Association's cleaning contractor or in the Association's trash bins, depending on what is confirmed with the Managing Agent. If the Agreement Holder is asked to put trash in the Association's trash bins, these bins must be placed at the curb in front of the clubhouse for pick-up by the Association's trash removal vendor.

d. The Agreement Holder agrees to vacate the Center and its premises at or before the designated end time of the reserved time period.

The Agreement is not an interest in real estate, but an agreement for the use of the Premises. In the event that the Association breaches its obligations under this Agreement, the parties hereto agree that the Association's liability for damages shall be limited to the amount of the Fee(s) paid and the Security Deposit paid. If more than one individual constitutes the Agreement Holder, the singular context will be construed to be plural whenever necessary, and the covenants of the Agreement Holder will be joint and several obligations of the individual members thereof.

Resident Date

Printed Name

Association Representative Date

Security Deposit Check Returned Date: _____

EXHIBIT C

ASSOCIATION COMMUNITY CENTER DAMAGE PRICE LIST

The following prices represent a minimum of what will be charged for any new damages that have been sustained by the Center as a result of a reserving member's use of the Center. The Board of Directors may revise the minimum charges from time to time, particularly if a cost to replace or repair items increases.

- Chair Replacement = \$50.00
- Trash Can Replacement = \$100.00
- Table Replacement = \$125.00
- Cleaning of any decorations or debris left behind, including outside on the premises = \$100.00
- Deep Cleaning Charge = \$150.00
- Carpet Cleaning = \$190.00
- Appliance Replacement = \$200.00
- Any Damage or Defacement of Center Common Areas (i.e.: foyer, hallways, etc.) = \$200.00
- Drywall Repair = \$300.00 plus materials and labor
- Painting = \$300.00 plus materials and labor
- Physical Damage to Doors / Hardware / Windows / Glass / Cabinets / Counter Tops / Electronics / Fans = \$500.00 plus materials and labor
- Carpet Damage Replacement = \$500.00 plus materials and labor
- Damage to Security System (i.e.: key fob readers, cameras, etc.) = \$500.00 plus materials and labor
- Damage to Restrooms (or any mess that requires special cleaning) = \$500.00 plus materials and labor
- Kitchen Floor Replacement = \$1000.00

I UNDERSTAND THAT FAILURE TO COMPLY WITH ANY OR ALL OF THESE RULES MAY RESULT IN THE IMMEDIATE TERMINATION OF THE FUNCTION/EVENT, DENIAL OF FURTHER USE OF THE BUILDING, RELINQUISHMENT OF SECURITY DEPOSIT AND/OR OTHER FEES OR PENALTIES BEING IMPOSED BY THE ASSOCIATION AS APPROPRIATE.

I HEREBY ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE ABOVE AGREEMENT HOLDERS RESPONSIBILITIES.

AGREEMENT HOLDER (S): _____

Signature

Printed Name and Address: _____

AGREEMENT HOLDER (S): _____

Signature

Printed Name and Address: _____

**EAST GATE HOMEOWNERS ASSOCIATION POLICY RESOLUTION
NO.1
RENTAL OF COMMUNITY CENTER**

This Resolution shall be effective November 1,

ADOPTED August 22, 2017

BOARD OF DIRECTORS

East Gate Homeowners Association

By: _____
Purna Katrapati, President

Attest: _____
Chandra Tadikonda, Secretary