

# Brookfield Swim Club (BSC) Rental Policy

**Effective Date November 2008**

## 1. **RENTAL**

- a. Space within the Clubhouse shall not be leased to a fixed commercial business. (The term 'fixed' means a commercial business that requires a dedicated space that would prohibit the use of the space for other Member/Renter events).
- b. The Board of Directors and/or their designee retain the right to refuse to rent to any group or individuals.
- c. The Clubhouse Renter must be at least age 21 or older.
- d. Rental options with pool use are limited to Brookfield Swim Club (BSC) members in good standing and renters sponsored by BSC members in good standing. For the purpose of the rental agreement, a member in good standing must have paid one-half of the current years dues by the time they make a reservation and the full amount of the current year's (1 November to 31 October) dues by the regular spring deadline. A sponsoring BSC Member must be present at all times.
- e. Renter/Member takes full responsibility for the conduct of his/her guests at all times during the rental period.
- f. Events involving minors must be supervised by the adult Renter/Member of the clubhouse and other adults at a ratio of not less than 10 children under 12 years old to 1 adult.
- g. The Board reserves the right to revise the Terms and Conditions of the rental agreement at any time.

## 2. **RENTAL OPTIONS**

The rental options for one-time events are defined as follows:

- a. Pool deck only.
  - This is meant for small groups of 1-20 people. Groups above 10 people require the approval of the Pool Manager.
  - Pool deck rental is available only during normal pool hours, weather permitting.
  - Renter/Member shall provide Social Director with a guest list. All swimming guests over the age of 4 who are not members of BSC will pay a guest swimmer fee in addition to the pool deck rental.
  - A rain check will be provided if bad weather occurs less than one hour into the party.
  - A pool deck party may not use the second floor clubhouse kitchen facilities.
- b. Clubhouse with pool use (must occur during regular operating hours).

- For groups 1-150 (Clubhouse max occupancy= 150)
- Renter/Member shall provide Social Director with a list of guests who will be using the pool. All swimming guests over the age of 4 who are not members of BSC will be charged a guest swimmer fee in addition to the club house rental.
- A refund of the guest swim fee will be provided if bad weather occurs less than one hour into the party.
- Clubhouse only use may continue after closing of the pool. The Renter/Member is responsible for insuring that no one leaves the second floor deck. The pool deck closure normally occurs at 9 PM, but could be earlier due to weather conditions.
- Clubhouse rental includes exclusive use of the second floor poolside deck.

c. Clubhouse only.

- Groups of 1-150 may rent the clubhouse. (Clubhouse max occupancy= 150)
- Clubhouse rental includes exclusive use of the second floor poolside deck.

### **3. RESERVATIONS**

- Reservations shall be made by contacting the Social Director and will become confirmed when the full amount of the rental fee is received along with a signed BSC Clubhouse Rental Contract Form.
- Reservations made less than seven days in advance of the rental event may not be able to be accommodated.
- Reservations will be accepted after March 31<sup>st</sup> for rentals during the swim season.
- Deposits must be received at least 7 days before the date of the rental or at the time of the reservation if the reservation is made less than 7 days before the event.
- In the event of cancellation of this agreement by the user, a penalty up to an amount equal to the facility fees paid may result if the BSC can not rent out the space on the day and time specified in the rental agreement. All deposits will be returned.
- The liability of the BSC for its cancellation of this agreement is limited to a refund of the facility fees and deposits paid.
- Any ADA accommodations shall be identified in writing to the Social Director no later than 7 days before the rental.

### **4. RENTAL FEES**

- Any renter who is a Member of Brookfield Swim Club (BSC) and is in good standing will be charged according to the table below.
- All other renters will be charged 25% above these rental fees.

		Hourly Fee (3 hour minimum)				<sup>1</sup> Fee per Guest Swimmer (Age 4 and Over)
		8 AM to 5 PM		5 PM to 10 PM	5 PM to Midnight	
	Flat Fee	M-F	Sat-Sun	Sun-Thur	Fri-Sat	
Pool Deck with Pool Use <sup>1</sup>	\$ 25.00	N/A	N/A	N/A	N/A	\$ 3.00
Clubhouse with Pool Use <sup>1</sup>	N/A	\$ 20	\$25	\$30	\$50	\$ 3.00
Clubhouse Only	N/A	\$ 20	\$25	\$30	\$50	N/A

- **Minimal Club House rental time is 3 continuous hours**
- **Renter/Member must include set up and clean up time in the rental period.**

## 5. **DEPOSITS**

- No deposit is required for the parties on the pool deck.
- The following deposits shall apply to all clubhouse renters, and there will be no exceptions:
  - a. Damage Deposit of:
    - \$100 damage deposit required for weekday rentals when the majority of the participants are adults. OR
    - \$200 damage deposit required for weekend (5 PM Friday to 10 PM Sunday) rentals when the majority of the participants are adults. OR
    - \$500 damage deposit required when user allows alcohol or when the majority of the participants are minors or young adults.
  - b. Excessive Cleaning Deposit
 

A \$100.00 excessive cleaning deposit will be required of all renters. This deposit will be returned if the facility is left in a clean condition and does not require any excessive cleaning to be performed. The BSC Social Director or their designee shall determine if excessive cleaning is required.
- Violations of any laws prevailing in Fairfax County by any person while in attendance at the BSC, or if a law enforcement officer is summoned to the event and citation is issued, will be sufficient grounds for termination of the event with forfeit of all fees and deposits.
- Damages- User is responsible for all damages to property and equipment during use. Marring or staining of the floor or other surfaces are damages, which may be deducted from the damage deposit.
- Decorations- Only decorations that can be removed safely and without harming surfaces may be used. No birdseed, rice, or confetti may be used inside or outside the facility. User must remove all decorations and residue.
- Deposits will be returned within 7 days. Inspection of clubhouse will be conducted by the Social Director, or his/her designee.

## 6. **PAYMENTS**

Three separate checks are required as follows as made payable to the *Brookfield Swim Club*:

1. A check for the rental of the facility due at the time of the reservation.
2. A check for the appropriate deposit (\$100, \$200 or \$500) due no later than seven days prior to the rental.
3. A check for the excessive cleaning deposit due no later than seven days prior to the rental.

## **7. KEYS**

- Renter/Member shall pick up the keys from the Social Director or designated representative.
- Renter/Member shall return the keys to the Social Director or designated representative at a time specified by the Social Director or designated representative at the time of key pickup.

## **8. PARKING**

- Renter, members and guests must park in the BSC parking lot. If the rental contract occurs when the pool is closed the Renter/Member may be responsible for opening the gates. If this occurs the Renter/Member must open both the entrance and exit gates located at each end of the parking lot. The Renter/Member will lock both gates at the end of the rental contract. No street parking is permitted.
- Removal of snow from the parking lot and walkways shall be contracted by BSC and charged to the renter. The renter may choose to cancel or reschedule their rental without penalty if they choose not to use the snow removal service.

## **9. ARRIVALS AND DEPARTURES**

Caterers and others should be instructed not to arrive before the contracted rental time. User and guests must vacate the building and parking lot at the completion of the contract period. All clean-up duties must be completed before the end of the contract period and departure.

## **10. SMOKE-FREE ENVIRONMENT**

BSC has been designated as a smoke-free environment. No smoking is allowed anywhere inside the clubhouse or on the pool grounds.

## **11. LIQUOR LAWS**

All renters must obey all state and local liquor and beer laws. Renter is responsible to determine if a Virginia ABC license is required.

## **12. ENTERTAINMENT**

- Entertainment provided by renters of the Clubhouse facility must maintain the sound at a reasonable level so as not to interfere with residents living around the pool and clubhouse. No music outside of the confines of the Clubhouse is allowed.

- If a law enforcement officer is summoned to the event and citation is issued, it will be sufficient grounds for termination of the event with forfeit of all fees and deposits.

### **13. DOORS AND WINDOWS**

- All second floor doors and windows shall remain closed when the air conditioner or heating system is being used.
- All second floor windows on the street and parking lot sides of the clubhouse shall be closed after 10:00 PM.
- It is the renter's responsibility to ensure all doors and windows are closed and locked at the conclusion of the rental.

### **14. TABLES AND CHAIRS**

All Clubhouse users are expected to wipe off all tables and chairs and stack them neatly where they were prior to set up.

### **15. LIGHTING**

Exterior lights are to be turned on when rental occurs at night. Renter/Member shall turn off all lights at the conclusion of the rental.

### **16. TRASH REMOVAL**

- All Clubhouse users are responsible for removal of their trash and decorations and clean up, including vacuuming and clean up of spills. Trash receptacles are located in the parking lot.
- Pool deck users are responsible for clean up of the areas used.

### **17. CLOSING HOURS**

All functions at the Clubhouse will cease no later than 10:00 PM Sunday - Thursday and midnight on Friday and Saturday.

### **18. HOLD HARMLESS**

- BSC is not responsible for items brought into the facility.
- Renter agrees to hold harmless BSC for any claims, damages, costs, actions, or liabilities arising from or related to any damage, injury or death. In no event shall BSC be liable to Renter for any punitive, exemplary, special, indirect, incidental or consequential damages arising out of or relating to this rental agreement.

*Failure to comply with these guidelines and the policy and rules and regulations may result in immediate termination of the contract and forfeiture of fee and deposit.*