



# SUMMERLAKE HOMEOWNERS ASSOCIATION

291 Summerlake Lane, Newport News, VA 23602

Office Hours by Appointment Only 757.249.4429

RESIDENT NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE \_\_\_\_\_ RENTAL DATE \_\_\_\_\_

FUNCTION TYPE \_\_\_\_\_

FACILITY REQUESTED (select one): Pool \_\_\_\_\_ Clubhouse \_\_\_\_\_ Both \_\_\_\_\_

HOURS OF EVENT <sup>(Note 1)</sup>: Start \_\_\_\_\_ End \_\_\_\_\_

WILL ALCOHOL BE SERVED? YES <sup>(Note 2)</sup> \_\_\_\_\_ NO \_\_\_\_\_

IS THIS A YOUTH EVENT? YES <sup>(Note 3)</sup> \_\_\_\_\_ NO \_\_\_\_\_

## RENTAL RATES AND DEPOSIT:

The rental fee and deposit must be paid a time of reservation. Proof of residency and good standing of member must be confirmed. Pool rental please refer to separate contract for Clearwater Pool, both will be required and they will need paid directly for your party. **The pool can not be rented during normal hours.** Please note the Summerlake Homeowner’s Association will make every effort to ensure facilities are available as requested. However, the Summerlake Homeowner’s Association is not responsible for cancellations due to weather conditions and/or necessary facility repairs. Events cancelled because of facility repairs will be offered an alternate event date or a rental fee refund. Childrens party with pool use must be booked more than 2 weeks prior to event. Access to pool dependent on number of pool users present at lifeguards discretion for the safety of ALL swimmers. **Limit of 12 guests at a cost of \$5 each will be charged.**

## RENTAL RATE SCHEDULE:

Clubhouse Rental	\$75.00
Pool Rental (Summerlake)	\$75.00
Combined Clubhouse & Pool Rental	\$125.00
Security Deposit <sup>(Note 4)</sup>	\$150.00
Pool Rental (Clearwater) see their contract	
Nonresident Rental	125.00
Childrens birthday pool use max 12 guests	\$5 each



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## Notes:

1. Access and set up may not begin until the time indicated, unless granted beforehand.
2. A Yes response requires a VABC permit. See Rental Rules for additional instructions.
3. A Yes response requires a list of chaperones. See Rental Rules for additional information.
4. Deposit must be paid separately and will not be returned until completion of a satisfactory inspection with an Association representative (facilities undamaged, cleaned and all trash removed).
5. **Please clean both the clubhouse and bathrooms, remember to mop clubhouse floor failure to do so will forfeit deposit to pay for outside cleaning.**
6. **Key for dumpster located in clubhouse closet, please return and lock dumpster after use.**

WHERE AS, the Common Areas of the Summerlake Homeowners Association (herein after referred to as "Summerlake") includes a clubhouse, certain grounds surrounding the clubhouse, certain furnishings and equipment, and a pool, for the use and enjoyment of the members, tenants, and employees of Summerlake, and WHERE AS, the Board of Directors has, pursuant to its authority, established rules regarding the use of the facilities.

NOW THEREFORE, for and in consideration of Summerlake granting the Resident or Tenant or Employee the use and enjoyment of the facilities specified above for a private function, the undersigned hereby, jointly and severally, agree as follows:

I, the undersigned Renter, covenant and agree that I am either the Owner [ ] or Tenant [ ] or Employee [ ] of Summerlake. I am in good standing with the Association. I have read and agree to be bound by all Rules for the rental of the facility as stated in this contract. I also agree to make the persons attending this private function aware of those rules and to enforce them. I agree that the Association President, and/or designee, will be the sole and absolute authority in matters arising out of this agreement. I understand should I or my guests violate this agreement or the legal documents of the Association, during this event, that the event may be terminated, and that I will be responsible for any and all damages arising out of that termination.

With the knowledge of the foregoing, and as an inducement for the use of the aforementioned facilities, I hereby agree to waive and release any and all rights that I or my heirs may have to make a claim against Summerlake Homeowners Association or any members of the Board of Directors, employees and participants, arising from any damages, injury, or death which I might sustain or which might occur as a result of using the aforementioned facility and/or common areas. I further agree to indemnify and hold harmless all of the foregoing from any claims, including, but not limited to, attorney's fees and costs, which I might make or which might be made on my behalf by others, or which might be made on behalf of my guests during the use of the aforementioned facilities and/or common areas, or which might be made against me by others, arising from the use of the same.



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Furthermore, I agree to indemnify Summerlake Homeowners Association, its Board of Directors, members or employees, or any landowners, their families, employees or tenants, for any injury, death, loss or damage to any personal property which might occur during the use of the aforementioned facilities and/or common areas.



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BY SIGNING THIS WAIVER AND RELEASE, I UNDERSTAND THAT I AM GIVING UP, (WAIVING AND RELEASING) ANY RIGHT I MIGHT HAVE TO SUE OR MAKE A CLAIM WHICH I MIGHT HAVE OR WHICH MIGHT SUBSEQUENTLY ARISE OR OCCUR AGAINST SUMMERLAKE HOMEOWNERS ASSOCIATION MEMBERS AND PARTICIPANTS OR ITS BOARD OF DIRECTORS, THEIR FAMILIES OR EMPLOYEES FOR ANY INJURIES I MIGHT SUSTAIN WHILE USING THE AFOREMENTIONED FACILITIES AND/OR COMMON AREAS. I AM INDEMNIFYING AND HOLDING HARMLESS SUMMERLAKE HOMEOWNERS ASSOCIATION, ITS BOARD OF DIRECTORS, MEMBERS AND EMPLOYEES FOR INJURING ANYONE ELSE. IT IS MY INTENT TO GIVE UP THOSE RIGHTS AND PROVIDE THE HOLD HARMLESS AGREEMENT, AND I DO SO KNOWINGLY AND VOLUNTARILY.

This agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns and personal representatives, with the undersigned agreeing to pay all reasonable attorney's fees necessary to enforce this agreement. Should any part of this agreement be held to be void, it shall not invalidate the rest of this agreement. This agreement will be construed by the laws of the Commonwealth of Virginia. If damages occur that are more than the deposit, I am responsible for paying those damages. Failure to pay will be cause for a lien to be placed upon my property. The Association is responsible for contracting any repairs to be made.

By signing the Rental Contract, I agree to do a checkout inspection with the Association Representative, this will take place the Monday after your party. In an effort to keep costs low we do not provide a cleaning service. Supplies are available for your use, the facilities must have all trash removed and floors mopped after use. Trash can be deposited in the dumpster near the office. If these items have not been done your security deposit will be forfeited.

*Signed and agreed to:*

Property Owner \_\_\_\_\_ Date \_\_\_\_\_

Renter (if different) \_\_\_\_\_ Date \_\_\_\_\_

DEPOSIT PAID \_\_\_\_\_ RETURNED \_\_\_\_\_ RENTAL PAID \_\_\_\_\_ BANQUET PERMIT \_\_\_\_\_

KEY CODE \_\_\_\_\_

ASSOCIATION REPRESENTATIVE \_\_\_\_\_ DATE \_\_\_\_\_



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## CLUBHOUSE RENTAL RULES PLEASE KEEP FOR YOUR REFERENCE

1. The clubhouse is only available for rental by Summerlake residents in good standing (i.e. annual assessment is paid and current).
2. Clubhouse rentals exclude access to all pool areas. Use of the outdoor grill IS NOT included with any clubhouse rental. Using the grill will result in forfeiture of the security deposit.
3. The Clubhouse Renter must ensure all guests behave in a civil and respectful manner, in accordance with Summerlake rules and any and all local, state and federal laws. If local police are called in the event of unruly, loud or otherwise obnoxious conduct, the renter will forfeit the security deposit and all future rental eligibilities.
4. Parties must end at midnight, except for New Year's Eve parties, which must end by 1:00 AM. Renters must ensure any outside music is turned off by 11:00 PM. Additionally, renters must ask guests to keep noise at a considerate level as there are several residences very close to the clubhouse and pool complex.
5. The resident that signs the rental agreement must be 21 years of age, must be present for the entire event and is responsible for the behavior of their guests in the clubhouse and parking lot. Parties with guests under the age of 21 must have at least one adult for every seven minors.
6. The maximum number of guests in the clubhouse is 60 (City of Newport News Fire Code).
7. Alcohol may not be served at any party where any guests are under 21 years of age. The renter must obtain a Banquet permit from the Virginia Department of Alcoholic Beverage Control (ABC) to serve alcohol. For additional information, check the VA ABC website: <http://abc.virginia.gov/index.html>. Keys to the clubhouse will only be issued when the permit is presented with the deposit. Renters that do not obtain the permit and serve alcohol will forfeit the security deposit and all future rental eligibilities.
8. Smoking/ Vaping is not permitted inside the clubhouse, bathrooms, on the pool deck or in the entryway. Smoking is permitted in the parking lot only.



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9. The renter must leave the clubhouse, bathrooms, pool and parking lot clean and undamaged. The renter is responsible for all supplies needed for clean-up. All trash must be bagged and put in the trash cans next to the Summerlake office. In the event the office trash cans are full, the renter is responsible for proper disposal. All clean-up must be completed prior to the next regular hours of operation of the pool (during the pool season) or within 24 hours of the event. Failure to leave the facilities clean and undamaged will result in forfeiture of the security deposit. Please remember to clean all high touch areas. (Door knobs, light switches, bathroom door, fridge handle, etc.)
10. All clubhouse rentals must limit parking to the complex parking lot as much as possible. Street parking may be utilized if necessary, but may not impede traffic or sight lines. Parking is not allowed in any grassy area.
11. The Clubhouse facility is a climate-controlled environment. All doors and windows are to remain closed during any rental events. Please return thermostat to 75 in summer & 65 during winter months.
12. Masking tape must be used to put up decorations. No pins, nails or staples are authorized.
13. The renter is responsible for keeping all noise and music at a reasonable level.
14. Pool renters must comply with all pool rules. Lifeguards are responsible for ensuring the safety of the Summerlake community and pool users and have the authority of the Board of Directors at all times. The lifeguard on duty has the final say over any situation regarding pool safety and operation.
15. Renters violating any rental rules or terms of this contract will forfeit the security deposit and will lose all future rental eligibilities for a minimum of one year.

RENTER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_