The Grove Clubhouse – Rules for Use

1. **Fee:** Each Grove owner/renter renting The Grove Clubhouse will sign a rental agreement prior to renting the Clubhouse. Any checks should be made payable to The Grove HOA.

2. **Rental Fee:** A rental fee must be paid in advance by the renter. The rental fee will be deposited when it is received. The rental fee options are: A. $125.00 for a minimum of 3 hours. B. $200 for 6 hours - $15.00 for each additional hour after 6 hours.

   Residents of the Grove may rent the clubhouse to host candidates for public office. Rentals are encouraged to be open to all Grove residents. Normal clubhouse rental rates will apply and are the responsibility of the residents hosting the event.

3. **Non-Profit Rental:** Only Scouts or similar types of youth activities (youth groups, sports teams, etc.) will be charged $50 per rental (6-hour block), plus security deposit is required. $5 for each additional hour. If an organization has more than 1 meeting per month, the $75.00 deposit check will be held until all scheduled meetings for the month are completed. The renter must be a Grove resident, and the organization must have 20% Grove member participation to qualify or at the discretion of the Board.

   All other non-profit groups will be charged $50 (6-hour block), plus security deposit is required. $5 for each additional hour. In addition, these groups must submit documentation proving their 501C designation to qualify for the non-profit rate. If an organization has more than 1 meeting per month, the $75.00 deposit check will be held until all scheduled meetings for the month are completed. The renter must be a Grove resident, and the organization must have 20% Grove member participation to qualify or at the discretion of the Board.

4. **Free Rentals:** Free rentals are granted for events open to all neighbors of the Grove or specific Grove neighborhoods. Attendees must be Grove residents only. If fees of any kind are charged to the participants, the renter would be disqualified for a free rental. Security deposit required for free events. Security deposit waived for events sponsored by the GHOA.

5. **Cancellations:** 50% of the rental fee will be returned for cancellations prior to 7 days of rental date. Cancellations within 7 days of rental date will forfeit the entire rental fee unless cancellation is due to severe weather. Board approval is required for a refund.

6. **Revision of dates/times:** Residents may change their rental request (date and/or time) once after the initial reservation request. Any subsequent requests to change the date or time will result in a $15 change fee per occurrence (unless weather related).

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7. **Security Deposit:** In addition to the check for the rental fee, TWO deposit checks will be submitted for the clubhouse rental. All checks should be made payable to The Grove HOA. Security deposit checks should be dated for the DATE OF THE RENTAL. A $75.00 security deposit check for the cleaning of the clubhouse and a $150.00 security deposit check for any damages, both to be returned or shredded to the homeowner/renter if the Clubhouse is left in clean condition, there are no noted damages, the key is returned, and the appropriate rental fee that will be submitted to the Grove Homeowners Association when it is submitted.

8. **Cleaning fee:** In addition to the rental fee, a $75.00 security fee will be assessed to the renting homeowner/renter if the Clubhouse is not left in a clean condition. The Clubhouse Coordinator or Board Member has the authority to determine if clean up meets specifications and has final say.

9. **Damage:** The Grove owner/renter will be responsible for the repair or replacement of any damage done to the Clubhouse, or its furniture, equipment, or window coverings. In addition to the rental fee, a $150.00 security fee will be assessed to the clubhouse renter if there are damages. If damages exceed the security fee, the renter will be responsible for the additional cost. Nothing can be adhered to the windows, doors or walls. Failure to return furniture and tables/chairs to the proper location and with proper care could result in forfeiture of security deposit. Furniture within the clubhouse (sectional, accent chairs, end tables, accent table, dining table, and dining table chairs) may NOT be moved, stored or used outdoors.

10. **Assessments current:** The Clubhouse is not available for rental to any resident if The Grove Annual Assessments and other sums due to the Association by that resident are not current.

11. **Owner as host:** Only (1) owner/renter or (2) immediate family members of owners/renters may reserve the Clubhouse. The Grove owner/renter must be present at all times at the function for which the Clubhouse is rented and must be the primary host of the event. Owners may not reserve the area on behalf of a third party.

12. **Assumption of risk:** The Grove owner/renter will assume full responsibility for any and all accidents or claims that may arise as a result of any accident or for any other reason in connection with the function or lease of the Clubhouse by the owner/renter and said owner/renter shall agree to the hold harmless and indemnity provisions contained in the Rental Agreement to which these rules are attached.

13. **Alcoholic beverages:** Alcoholic beverages may not be served to minors or intoxicated people in the Common Area. Under Virginia law, the host of any social event or business function where alcoholic beverages are served may be personally liable for any property damage, personal injuries, or loss of life resulting in whole or in part from the host's negligence in allowing any intoxicated guest or attendee to be served alcohol. Such liability may include harm to the intoxicated individual himself and to total strangers involved in automobile accidents, etc. caused by that intoxicated individual.

14. **Smoking:** No smoking is permitted within the clubhouse at any time.

15. **Music:** Music, and/or any other noise, must be kept at a level that it cannot be heard in the surrounding homes in the area. The renter of the Clubhouse will be responsible for seeing that there are no loud noises from the guests either coming to or leaving the function at the Clubhouse.

16. **City codes:** All applicable city and fire codes apply.

17. **Occupancy limit:** The maximum occupancy for the Clubhouse is 150.

18. **Hours:** All functions must end by 11:00 p.m. on weeknights and by 12:00 am on Friday or Saturday nights.

19. **Pets:** No pets of any kind (except for service animals) are permitted in the clubhouse.

20. **Clubhouse Access:** During the months the pool is open, BATHROOMS WILL BE SHARED WITH POOL TRAFFIC. Lifeguards must have access to the kitchen and bathrooms at ALL TIMES during any rental.

21. **Grove Committee Use:** Grove Committees with less than 10 participants attending, will be asked to change the scheduled date if a resident would like to rent the Clubhouse.

22. **Pool:** The pool area is separate from the Clubhouse and may NOT be rented during regular pool hours. There should be no guest traffic on pool decks.

23. **Wi-Fi:** The Grove owner/renter who rents the Clubhouse and guests may use the Wi- Fi (Network: Grove Clubhouse Guest / Password: Guest508). Usage should be limited to appropriate and legal content/activities. Please note, IT support is not currently available. Any internet issues can be reported to boardofdirectors@thegrovehoa.com.

24. **Television:** The Grove owner/renter who rents the Clubhouse and guests may use the television and accessories (DVD/VCR, remote controls, and HDMI cables). The television and accessories must remain connected and on the shelf above the fireplace.

25. **Heat/AC:** Heat and/or air conditioning must be returned to the original setting and lights and/or fans are to be turned off by the Grove owner/renter when the function is over.

26. **Lock doors:** The Grove owner/renter will lock the doors and close and lock all windows when the function is over and at any time the Clubhouse is unoccupied.

27. **Clean up of Clubhouse:** The Grove owner/renter who rents the Clubhouse will be responsible for cleaning the Clubhouse, the restrooms and any other area used, including all equipment and furniture, immediately after the function ends. Cleaning includes vacuuming and/or damp mopping the floor as needed, and wiping down the countertops, tables and chairs. The renter will also be responsible for placing all trash (including bathrooms) in the containers outside the kitchen doors. Cleaning checklists are posted in the Clubhouse. Failure to follow cleaning checkout procedures could result in forfeiture of security deposit.

28. **Key return:** The key for the Clubhouse will be returned to the lock box immediately after a function at the Clubhouse. Failure to return the key within 6 hours after the end of the function will result in a $25.00 key assessment (this includes lost keys).

29. **Violation:** Violations of these rules will be determined by the Board in their sole discretion. Violations to clubhouse rules and policies are addressed on a case-by-case basis by the Board of Directors. Members of the Board will decide if a violation has occurred by hearing from the person(s) claiming the violation, the homeowner who rented the Clubhouse, and any other relevant people. Residents concerned about a possible violation in progress are instructed to contact the police. Consequences to the renter may include forfeiture of their security deposit(s) and a waiting period before being able to rent again. The specifics of consequences are determined by the Board on a case-by-case basis.