

Braun Station West Community Improvement Association, Inc.

CATEGORY: Facilities
POLICY NO.: FAC-01

Clubhouse and Pool Lease/Rental Policies and Procedures

I. Definitions.

1. Commercial Venture: Any activity or function conducted for gain or profit during which goods and/or money exchange hands or compensation is earned.

2. Recurring Function: Any function which is conducted on a regularly scheduled basis (weekly, bi-weekly, or monthly).

3. Non-recurring Function: Any function which is held only once per year or a function which is not conducted on a regularly scheduled basis.

II. Policies.

1. The Board of Directors authorizes the Manager to act as the Board's agent for the purposes of executing lease agreements for lease/rental for the Braun Station West (BSW) clubhouse and pools. No other facilities will be rented or leased.

2. The clubhouse and pools may be rented/leased only by BSW property owners, or renters of BSW property, on which the annual assessments are current. If a lease has been executed and the property owner's assessments become delinquent, the lease shall become null and void.

3. Rental fees and deposits must be paid by the same person who signs the lease.

4. All functions, except for Association-related functions, which use the clubhouse or the pools must be covered by a signed lease agreement.

5. No BSW facilities will be leased for commercial ventures unless specifically approved by the Board of Directors.

6. Leases for recurring meetings will be issued on at least a quarterly basis, but in no case will leases of more than one year be issued.

7. No facility will be leased for more than one function at a time.

8. Alcohol consumption by minors is prohibited at all BSW facilities.

9. The fire code limits the use of the clubhouse to 80 persons and the combined clubhouse and outside areas to 150. No exceptions can be allowed.

10. The rental fees and a \$100.00 clean-up deposit are required for all functions at the clubhouse (\$50.00 for pool parties). Rental fees and deposits must be paid within one week after making the reservation. Checks for rental fees will be deposited; clean-up/security checks will be returned to the renter if the facility is properly cleaned, secured and there is no damage.

11. Reservations for the facilities can be canceled without penalty up to two weeks prior to the date of the reservation. Canceling a party within two weeks of a party will cause the forfeiture of the rental fee. The clean-up/security deposit portion will be refunded regardless of the time of cancellation of a reservation.

12. The lessee is responsible for clean-up expenses and/or damages to the property which exceed the \$100.00/\$50.00 clean-up/security deposit. Failure to properly secure the facility will result in forfeiture of the clean-up/security deposit.

13. The rent for the clubhouse will be \$100.00 for a five-hour party (the minimum rental fee, even if party is less than five hours). The Tezel and Brigadoon pools may be rented outside the regularly scheduled pool hours for a fee of \$50.00 for up to five hours. (No pool parties may be longer than five hours.) Pool rental also requires paying the wages of two BSW approved lifeguard (\$9.00 an hour) for up to 49 persons who are scheduled to attend the party (3 lifeguards for 50-85; 4 for 85+). If the clubhouse is rented out for a party, the Tezel pool cannot be rented by another lessee during the same hours, and vice versa.

14. Rental fees and deposit exceptions:

A. The BSW Women's Club shall be exempt from any fees.

B. The Cub Scout, Boy Scout, Brownie, Girl Scout troops, or other similar organizations may schedule recurring meetings on any nights except Friday, Saturday, Sunday, and holidays. Troops are required to pay a security deposit only.

15. All scheduling shall be controlled by the BSW Manager or Clerk. Recurring events will not be scheduled for prime/high-use periods such as any weekends and evenings in December.