



Bishop's Landing Community Association, Inc. –
Clubhouse Rental Packet

Bishop's Landing Community Association, Inc.
c/o SeaScape Property Management
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Rental Packet Overview

This packet outlines the guidelines, costs and responsibilities adopted by Bishop’s Landing Community Association, Inc. (the “Community Association”) associated with a member’s rental of the Bishop’s Landing clubhouse facility for a private event or an event involving other members of the Community Association.

Who Can Rent?

Rentals are permitted by members of the Community Association only. The member must be in good standing with the Community Association and must attend the event (the “Sponsor Member”).

Who Approves the Rental?

The manager of the Community Association processes the rental application. The Council of the Community Association reviews and approves/disapproves the rental application.

Permitted Events

The following types of events are generally permitted:

General Event Rental Examples*

- Baby Showers
- Bridal Showers
- Weddings & Wedding Receptions
- Christmas Parties
- Confirmation Parties
- Anniversary Parties
- Communion Parties
- Birthday Parties
- Reunion Parties
- Business Meetings/Events

Lessons, Classes & Clubs Examples**

- Exercise Classes
- Sewing Club
- Book Club
- Bridge Club

* If a member is interested in any other type of event, other than one of the above, he or she may contact the manager of the Community Association and provide details about the purpose and nature of the event for consideration by the Council of the Community Association, which has the exclusive right to review, approve and disapprove of the desired event.

** Note: All events that are considered lessons, classes, clubs, etc., must be identified with a valid Delaware State business license, and certificate of insurance.

Facility Usage Description

The following is a description of the clubhouse facilities which are included in an approved rental:

Clubhouse Capacity & Operating Hours**Capacity**

The number of attendees must conform to the limit of occupants established by the Fire Marshal.

Operating Hours

Monday – Friday 7:00 A.M. – 9:00 P.M.

Saturday – Sunday 7:00 A.M. – 11:00 P.M.

Permitted Clubhouse Rental Usage Areas

- Main hall and adjacent sitting area;
- Executive boardroom;
- Kitchen and its appliances;
- Bar area and its sink;
- Men's & women's restroom facilities;

- Front parking lot to the clubhouse
- Patio area directly adjacent to the main room
- Outdoor children’s play area (next to pool)

Restricted Clubhouse Areas – NOT for Rental Usage:

- Weight room and any exercise equipment;
- Management office;
- Pool and pool area;
- Tennis court;
- Dog park;
- Men’s and women’s locker room facilities;
- Yoga room.

Clubhouse Rental Rules & Regulations:

The general rules and regulations which are to be adhered to as part of the rental agreement and should be followed at all times during the rental event are outlined in Exhibit “A” attached to the Rental Agreement.

Clubhouse Fee Schedule

The following is the Clubhouse Fee Schedule:

Event Type	General	Cleaning Fee**	Deposit
<u>General Event Rental</u>			
<i>Deposit Required for parties of 30 or less</i>	\$100.00	\$50.00	\$150.00
<i>Deposit Required for parties of 65 or less</i>	\$150.00	\$75.00	\$230.00
<i>Deposit Required for parties of more than 65</i>	\$200.00	\$100.00	\$325.00
<u>Lessons/Classes/Clubs</u>			
<i>Deposit Required for parties of 65 or less</i>	\$50.00	\$50.00	\$250.00
<i>Deposits Required for parties of more than 65</i>	\$100.00	\$75.00	\$500.00

**** Cleaning Fee is non-refundable.**

Appendix A - Clubhouse Contacts & Inventory

Emergency & Non-Emergency Contacts

Non-Emergency/Emergency

SeaScape PM 302-645-2222

Table Count

<u>Table Size</u>	<u>Qty</u>
5 ft. round	6
8 ft. rectangular	1
3' Bar Table	3

TV/Entertainment/Internet

<u>Electronic Systems</u>	<u>Supported Media</u>
TV/Movies	Two Flat Screen TVs
Music	Satellite Radio, MP3/iPod Compatible
Internet	Wireless 802.11 big

Kitchen

<u>Amenities</u>	<u>Qty</u>
Ice Machine	1
Microwave	1
Wine Fridges	2
Refrigerator/Freezer	2

Appendix B - Rental Agreement

**BISHOP’S LANDING COMMUNITY ASSOCIATION, INC.
CLUBHOUSE RENTAL AGREEMENT**

1. Unit Owner’s Name:

(referred to herein as “Lessee” and “Sponsor Member”)

Address in Bishop’s Landing:

Business or Other Address:

Telephone Number:

Cell Phone Number:

Business Number:

2. Date Desired:

Second Preference:

3. What time will event start?

What time will event end?

*

*NOTE: RENTALS MUST NOT BEGIN BEFORE 10 A.M. AND MUST TERMINATE BY 11:00 P.M., INCLUDING ALL CLEAN-UP TIME BY SPONSOR MEMBER. RENTALS ARE LIMITED TO SIX (6) HOURS MAXIMUM.

4. Purpose of Event:

Baby Shower

Bridal Shower

Wedding Reception

Birthday Party: <table border="0" style="display: inline-table; vertical-align: middle;"> <tr> <td style="text-align: center;">Over 21</td> <td style="width: 50px;"></td> <td style="text-align: center;">Under 21</td> </tr> <tr> <td style="text-align: center;">_____</td> <td></td> <td style="text-align: center;">_____</td> </tr> </table>	Over 21		Under 21	_____		_____
Over 21		Under 21				
_____		_____				

Confirmation Party

Reunion / Family Gathering

Other (please specify)

(Note: The clubhouse is available on a first come first served basis so long as the date does not conflict with an event planned for the residents of the Community or a Community Association-related function. The clubhouse can be reserved up to six (6) months in advance. Each household is limited to four (4) weekend functions per calendar year.

Will you be using a caterer? _____

If yes, the caterers must provide a certificate of insurance naming the Association as an additional insured.

5. The Association is not responsible for damages, loss of personal property, equipment and utility malfunctions.
6. The rental is restricted to the following areas of the clubhouse only*:
 - Main hall and adjacent sitting area;
 - Executive boardroom;
 - Kitchen and its appliances;
 - Bar area and its sink;
 - Men’s & Women’s restroom facilities;
 - Front parking lot to the clubhouse;
 - Patio area directly adjacent to the main room.

***Guests may not gather beyond these areas.**

7. Approved applications will be honored on a first come, first served basis. The Association reserves the right to reject and/or disapprove applications for cause, including non-payment of maintenance fees. Association functions will be given priority over individual functions.
8. Renter is responsible to examine clubhouse area prior to rental and note defects. The Managing Agent, or other assigned person or vendor, will examine facility after rental and note defects caused during rental period for which renter agrees to be responsible. Renter may not charge admittance to his guests and not sell products or services or conduct political events at the clubhouse.
9. It is mutually agreed that the rental of the clubhouse contained in this Agreement is not deemed to be a commercial lease. Said rental of the clubhouse is not assignable and cannot be subletted. Renter/Sponsor Member must be in attendance during the entire rental period.
10. Renter and all guests must adhere to all of the Clubhouse rules and regulations, which are outlined on Exhibit “A” attached hereto. **In the event any of the rules and regulations of the Association, including, but not limited to, those set forth in Exhibit “A” attached hereto, are violated by applicant or applicant’s guests and invitees, applicant will be fined a minimum of \$200.00.** Additionally, applicant may be liable for any attorney’s fees incurred by the Association in connection with the use of the facility pursuant to this Agreement as well as administrative costs incurred by the Association with regard to any violation of the Agreement.
11. **Costs and Fees:**
 - A. The base cost for a minimum rental of the clubhouse shall be \$_____ payable to **BISHOP’S LANDING COMMUNITY ASSOCIATION, INC.** This entitles the renter to exclusive use of the facilities described in item 6 of this agreement. An additional security deposit of \$_____, in a separate check, payable to the same, must be posted with the Managing Agent ten (10) days prior to the rental date. Such deposit will only be for damages beyond ordinary wear, tear and deterioration on the facility and/or violations of this Agreement or the rules of the Association. Damages will be itemized and any balance due will be forwarded to the renter. The Association reserves the right to assess for any damages beyond the security deposit amount in the event of damages beyond the deposit amount. In the case of no damages,

the security deposit will be refunded to the renter after the Managing Agent, or its assigned party or vendor, Board of Trustees or an appointed Committee Member performs a visual inspection. If not paid promptly, such costs will be applied to the Association Fee Account and will be subject to the same collection procedures as regular Association Fees. The Board reserves the right to determine the extent and cost of repairing any damage.

- B. The renter must maintain a clean, safe and habitable environment. The renter shall be in control of his guests and invitees at all times. Extraordinary cleanup will be at extra costs, billable to renter.
- C. The renter will be responsible for any actions of their guests that may be deemed a violation of the Association rules and/or this Agreement.
- D. Violations of any terms of this Agreement may result in a Covenant hearing and fine assessments. In the case of violations of this Agreement, the security deposit will be held until such time as the Covenant Committee makes a ruling on the alleged violations. Any fines, imposed by the Covenants Committee, will be deducted from the deposit.
- E. All deposits and fees must be submitted with the completed application not less than ten (10) days before the rental date.
- F. The renter must also provide a certificate of insurance showing proof of liability from any outside vendor, caterer, entertainment company, etc. that will be providing services for the event. The Association must be named as an additional insured on the certificate.

Lessee has read, understands and agrees to abide by the BLCA Clubhouse Rules and Regulations as described above.

Lessee agrees that under no circumstances will alcohol be made available to anyone under state legal limits and monitoring and enforcement of all alcohol consumption is the responsibility of the Lessee.

Lessee (BL Owner)

Lessee (BL Owner)

Appendix C - Liability Waiver

**Bishop’s Landing Clubhouse Liability Agreement
Release of Liability Agreement and
Acknowledgment of Receipt and
Understanding of the Clubhouse Rules and Policies**

I, being of lawful age (18 years old or older), in consideration for being permitted to use Bishop’s Landing’s facilities, do for myself, my heirs, and executors hereby release and forever discharge the Bishop’s Landing Community Association, Inc., its agents, and its Council members from any loss and damages, and from every claim arising from any bodily or personal injuries, death, or property damage resulting from any accident which may occur as a result of my using any of the above named facilities.

- I further agree to indemnify the Bishop’s Landing CA and its agents from any loss, liability, damage, or cost they may incur due to my use of any of these facilities.
- I hereby further assume full responsibility for the risk of bodily injury, death, or property damage for myself, my minors, and my guests while using any of these facilities. I also understand that I am fully responsible for my minors and my guests even in my absence.
- I expressly agree that this release and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of Delaware, and that if any portion thereof is invalid, it is agreed that the balance shall continue in full legal force and effect.
- I further acknowledge receipt and understanding of the Bishop’s Landing rules and policies and agree to abide by them. In addition, I agree to explain the rules and policies to my guests, and will accept full responsibility for their conduct while they are using any of the facilities.
- I/We have read the above, and accept and agree to be bound by all the terms and conditions set forth herein.

Name	Signed	Date
_____	_____	_____

Name	Signed	Date
_____	_____	_____

Address: _____

Phone #: _____

Exhibit A

Clubhouse Rental Rules and Regulations

The following general rules and regulations are to be adhered to as part of the rental agreement and should be followed at all times during the rental event:

- Rentals must not begin before 10 a.m. and must terminate no later 11:00 p.m. on the rental day, including complete clean-up of the facilities.
- Events are limited to a maximum of six (6) hours.
- A **Clubhouse Access Package** must be obtained from the Management Office prior to the event.
- Facility is to be secured following the event and the Access Package left in the “Office Drop” immediately following the event.
- All outside entertainment must conclude and/or relocate to an inside location (can be taken by 8:00 P.M.
- **The Clubhouse is smoke-free.** Smoking is prohibited in all areas.
- Persons under sixteen (16) years of age attending the event must be accompanied by a parent or guardian over the age of twenty one (21).
- Consumption of alcohol at the event is the responsibility of the Sponsor Member and absolutely NO person under the age of twenty one (21) is permitted to consume alcohol on Community Association’s property at any time.
- Absolutely NO glass or breakable containers are permitted in the Pool Area at anytime.
- Absolutely NO glass or breakable containers are permitted on the Tennis Courts at anytime (denoted by fences and gates).
- The Sponsor Member must attend the event which he or she is sponsoring with no exceptions.
- The pool will remain open to residents of the Community during any event.
- **The use of smoke or fog machines is prohibited as they will cause the fire sprinkler system to malfunction. Use of smoke or fog machines will result in an automatic fine of \$100.00 against the Sponsor Member.**
- **If a caterer is being used for the event, the caterer must provide a Certificate of Insurance naming the Community Association as an additional insured.**

The Sponsor Member must obtain and provide this information to the Community Association prior to the event.

- Renter is responsible for own food, drink, ice, utensils, paper products, etc., and may not use any supplies/food that are stored in the clubhouse.
- Food and drink may not be taken outside of the clubhouse area.
- There shall be no extraordinary electrical power requirements.
- No grilling, outdoor cooking or barbecuing is permitted.
- Renter must remove leftover food and beverages from all areas, including refrigerator and warming oven. Renter must cleanup and properly dispose of all garbage in exterior trashcans.
- Noise levels, especially live or recorded music, must be kept at reasonable levels to avoid disturbing residents near or within other areas of the clubhouse. There may not be music past 10:00 p.m.
- Catering is permitted and prior arrangements must be made with the renter in order to facilitate early access, if necessary.
- Consumption of alcohol at the event is the responsibility of the Sponsor Member and absolutely NO person under the age of twenty one (21) is permitted to consume alcohol on Community Association's property at any time.
- No smoking is allowed in the clubhouse. Smoking is limited to the outside of the clubhouse. Renter is responsible for cleaning up / removing all cigarette butts from surrounding grounds.
- Parking is limited to the parking lot servicing the clubhouse. Renter will be responsible for violations of parking rules by their guests.
- Noise levels from guests must be kept minimal (i.e. no slamming of car doors, honking horns, etc.).
- The applicant agrees to leave the facilities in the same condition and the furniture set up as it was originally arranged. Furniture must be carried, not dragged or pulled on the floor when being moved.
- All activities must be conducted within the confines of the clubhouse.
- Decorations are limited to table decorations ONLY. No tacks, scotch tape, pins, etc. may be used on the walls, woodwork or ceilings.
- Pets are not permitted on the clubhouse property.

- Rental equipment and rental furniture must be removed no later than 9:30 a.m. the morning following the event. The Association is not responsible for any property of an owner that is left after the party.

Cleaning

In order to provide for the orderly maintenance of the Community Association's clubhouse facilities during any rental, the Community Association shall charge each Sponsor Member a mandatory cleaning fee based on the size and scope of the event size, as described more fully in the "Clubhouse Fee Schedule" section of this document.

In addition to the above cleaning fee, Sponsor Members shall be required to perform the following clean up after their respective event:

Main Clubhouse

- Close and lock all doors and windows;
- Turn off lights, water, fans; and
- Return furniture to original positions if moved for event.
- Remove all debris from floors and properly dispose of trash;
- Remove all decorations installed for the event;
- Identify any damage (e.g.- stains on carpet) in writing and send to the attention of Management immediately following the event.

Kitchen

- Clean coffee pots and unplug (DO NOT PUT COFFEE GROUNDS IN SINK);
- Pick up paper and any other debris on floor and put in trash containers; and
- Remove any unused food and other equipment brought in for event.

Restrooms

- Pick up any paper on floor and put in trash container;
- Make sure lights and faucets are off.

Trash

- Place trash bags in kitchen by exit door.