

**KILN CREEK OWNERS ASSOCIATION RECREATION CENTER**  
2801 Kiln Creek Parkway - Yorktown, Virginia 23693

**APPLICATION FOR USE OF THE KCOA RECREATION CENTER**

Date Requested: \_\_\_\_\_ Time Requested: from: \_\_\_\_\_ to: \_\_\_\_\_

Description of Activity: \_\_\_\_\_

Are you a Kiln Creek Resident? \_\_\_\_ Yes \_\_\_\_ NO Expected # of guests: \_\_\_\_\_

**APPLICANT(S) INFORMATION – PLEASE PRINT**

Name \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_ Cell Phone \_\_\_\_\_

**ACKNOWLEDGEMENT (initials required on each line item)**

\_\_\_\_\_ I, the undersigned, do hereby acknowledge I have read and understand the Rules and Regulations established by the Kiln Creek Owners Association (KCOA) and do agree to observe and enforce all rules and regulations governing the use of the KCOA property and facilities.

\_\_\_\_\_ I agree to hold harmless the Kiln Creek Owners Association for any damage that may occur.

\_\_\_\_\_ I do further acknowledge that the right of the Applicant to the use of the property and/or facilities as foresaid may be revoked at any time for violation by the Applicant, its agents, employees, independent contractors, guests or invitees of any rule, regulation, or policy governing the use of the KCOA property.

\_\_\_\_\_ I understand the Rental Fee for private parties or special events is described below and is due a minimum of 10 days prior to the scheduled activity and the event date may be cancelled if this payment is not made.

- Rental fee is \$60 per hour plus tax.
- Rental requires a minimum block of 4 hours with a maximum of 7 hours. Rentals can be blocked in the mornings anytime from 8am to 3pm, or in the evenings from 4pm to 11pm. If renting longer than 7 hours, this constitutes as an all-day rental. Rental times INCLUDE set up and tear down time.
- All-day rental fee is \$650 plus tax, blocked from 8am to 11pm.
- If blocked time is exceeded, an additional \$20 plus tax is added per hour (for total of \$80/hr plus tax) for each exceeded hour. If your total exceed time is over the 7 hour maximum rental, you will be charged for the full day. If there is another party blocked within 2 hours of your blocked time, you may not exceed your blocked time.

\_\_\_\_\_ I understand an additional \$200.00 security deposit, by credit card, for possible cleanup/damage is required at the time this agreement is executed. The deposit will be refunded back to the same credit card upon inspection of the property after the event. Should the cleanup/damage exceed \$200.00, I agree the difference may automatically be charged to the same credit card on file. In addition, I understand my **\$200.00** deposit will be forfeited if the key is not returned. The security deposit may also be forfeited if the facilities are entered prior to the contract date/time specified above and/or not following established protocols.

\_\_\_\_\_ I understand the key to the Recreation Center must be picked up between the hours of 8:30am and 4:30pm, Monday through Friday on the day of the activity or the preceding work day (if on a weekend or holiday). Should an available Kiln Creek Staff member be required to arrange key pickup outside of normal business hours, I understand a \$50.00 trip fee will be deducted from my security deposit.

\_\_\_\_\_ I understand the room is monitored by surveillance cameras.

\_\_\_\_\_ I understand use of the pool is NOT included in the recreation center rental

\_\_\_\_\_  
**Signature of Applicant**

\_\_\_\_\_  
**Date**

**Credit Card # to be given to staff member upon payment of deposit.**

**CC Billing Address:** \_\_\_\_\_

\_\_\_\_\_  
**Signature of KCOA Representative**

\_\_\_\_\_  
**Date**

**FOR OFFICE USE ONLY**

Date of Deposit \_\_\_\_\_

Date of Rental Fee \_\_\_\_\_ Ck# \_\_\_\_\_

Account # \_\_\_\_\_

Assessments \_\_\_\_\_

Time Blocked: \_\_\_\_\_

## **HOLD HARMLESS and INDEMNIFICATION AGREEMENT**

I, the undersigned, in consideration for the use of the Kiln Creek Homeowners Association (KCHOA) recreation facility requested in the attached application, do hereby covenant, and agree to forever fully protect, defend and save harmless Kiln Creek Homeowners Association (KCHOA) from and against any and all claims, demands, rights and causes of action of whatsoever kind and nature, and each and every one of them, and against all loss, costs, damages and attorney's fees and expenses of every kind and nature which Kiln Creek Homeowners Association (KCHOA) may suffer, expend or incur by renting this facility or by any of the same arising from the providing by the applicant **and/or** the presence of alcohol at the function described in the attached Application for Use, including any loss, costs, damages, fees and expenses incurred in actions brought to enforce this indemnification.

I have read and fully understand the above provisions.

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Signature of Applicant

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Date

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Witness

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Date

## RECREATION CENTER RULES AND REGULATIONS

1. Application for the use of the Villages of Kiln Creek Owners Association (VKCOA) multi-purpose room and its facilities (bathrooms, appliances, tables, chairs, etc.) must be requested using an application form. Only Kiln Creek property owners/residents, who are age 18 or over, and a member in good standing, may reserve the facilities. Requests should be made at least two weeks prior to the scheduled activity.
2. A **\$200.00** refundable cleanup and damage deposit is to be paid on a credit card at the time of reservation.
3. Full payment of the rental fee is due at least ten (10) working days before the event. Cancellations must be made no later than ten (10) working days of the event for a full refund. If your rental fee is not received ten (10) days prior to the event, you must pay the fee by a cashier's check or money order.
4. You may not utilize the Recreation Center room until the date and time on your contract. **Do Not** go in the night before to set up for your event, or you will forfeit your deposit!
5. The rental of the Kiln Creek Recreation Center does not allow your guests usage of the Kiln Creek Pool. If staff finds that you are allowing your guests into the pool without proper protocol, your event will be shut down and you will be asked to leave the premises. **\*\*This includes approaching members who are not part of your party to sign in your guests. You will also forfeit your security deposit.**
6. Chaperones must be provided on a ten to one ratio for parties where the participants are younger than 18.
7. **The Lessee accepts full responsibility for the facility and for the conduct of his/her guests. The endorsed application for use, signed by the VKCOA representative, indicates full understanding of these rules and regulations.**

TYPE	RENTAL FEE	DEPOSIT
Meetings for neighborhoods only <i>(Ex.)Eagle Sound is having their monthly meeting</i>	\$0	\$0
Neighborhood functions <i>(Ex.) Claymill Corner is having a potluck dinner.</i>	\$0	\$0
Private parties or special events	\$60 per hour min 4 hrs, max 7 hrs \$650 all day rental	\$200

The VKCOA Director of Operations may establish reasonable rental fees for other types of activities that fall outside the parameters noted above.

**NOTE:** No cash payments accepted. Checks for rental fees must be made payable to the Villages of Kiln Creek Owners Association. If you are a **renter**, you must pay rental fees by cashier's check or money order and have a valid lease and an attachment to lease on file.

8. For activities scheduled after normal VKCOA operating hours, the lessee must sign for a building key from the HOA office **prior to 4:30 PM** on the day of the activity or the preceding workday (if on a weekend or holiday). If the keys are not picked up during our normal operating hours your event may not happen. **IF** an Association staff member is available to meet you at the office or Recreation Center to give you a key there will be a \$50.00 service charge held from your deposit. Building keys may be dropped through the mail slot at the Homeowners Association Office after your event or be returned to the HOA office the next workday after the event. **If the key is not returned within 48 hours of the event, the Lessee will forfeit their entire deposit for re-keying the locks at the Rec Center and will not be allowed to rent the room in the future.**
9. The lessee is responsible for the cleanup of the facility and for the removal of all personal items. All of the cleanup and damage deposit may be returned to the lessee if all requirements are met.
10. Music is allowed at levels that are non-disturbing to the surrounding resident neighborhoods.
11. The host of any event at which alcoholic beverages are present shall be responsible for taking precautions to control the consumption of such alcoholic beverages so that the attendees at the function do not operate motor vehicles while intoxicated and do not cause any injury or liability to the VKCOA. In no event shall a minor be allowed to consume alcoholic beverages while on the grounds of the VKCOA facilities.
12. There is a **11:00pm** curfew on all activities scheduled at the VKCOA Recreation Center. **THIS MEANS YOUR PARTY MUST HAVE ENDED AND THE ROOM BEEN CLEANED AND YOU HAVE EXITED THE BUILDING BY 11:00pm.**
13. An Inspection of the cleanup of the room will be conducted the morning after your event.
14. The VKCOA Director of Operations may deny the use of the multi-purpose room and other facilities at his/her discretion.
15. The Association has several rectangular and round tables as well as banquet chairs for use by the members in the Recreational Center. The member reserving the area is responsible for set-up of the area and for returning clean chairs and tables to the storage area after the event.  
***\*In the event you need to move furniture in the room, it must be returned back to its proper location after the event. Please do not slide furniture across the Rec Center floors.***

## RECREATION CENTER CLEAN-UP CHECKLIST

In the event you experience an emergency and need to reach a member of management, please phone 877-9835 and speak with the answering service.

DATE OF PARTY: \_\_\_\_\_ TIME: \_\_\_\_\_

NAME: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

CHECK IN TIME: \_\_\_\_\_ CHECK OUT TIME: \_\_\_\_\_

In order to receive your security deposit back the following items must be completed prior to your departure:

- ✓ Bathrooms cleaned and re-stocked \_\_\_\_\_ initial
- ✓ Kitchen cleaned (including refrigerator, stove, counters, microwave, sink, coffee pot and any other items used) \_\_\_\_\_ initial
- ✓ Return Thermostat to proper temp \_\_\_\_\_ initial (Oct-March 65° - April-Sept 75°)
- ✓ Decorations removed (if applicable) \_\_\_\_\_ initial
- ✓ Trash emptied and taken to dumpster or removed from premises (Dumpster is located in the Recreation Center parking lot) \_\_\_\_\_ initial
- ✓ Floor Cleaned (floors must be cleaned of all debris and should be swept and mopped- brooms and mop are found in storage closet by the bathrooms) \_\_\_\_\_ initial
- ✓ Stairwell cleaned \_\_\_\_\_ initial
- ✓ Tables and Chairs put away (if applicable) \_\_\_\_\_ initial
- ✓ Replace furniture if moved \_\_\_\_\_ initial
- ✓ Lower umbrellas on outdoor tables (if used) \_\_\_\_\_ initial
- ✓ Make sure all doors are secured/locked \_\_\_\_\_ initial

Comments: (explain if items are not checked or to note damage done prior to your arrival)

\_\_\_\_\_  
\_\_\_\_\_

I do hereby attest that the above items were completed.

Renter's Signature: \_\_\_\_\_ Date: \_\_\_\_\_ **\*\*\*Cleaning supplies are not supplied. Trash bags, mop & bucket, broom and dustpan are provided in Janitors Closet.**