

# Terms of Use of Virginia Vale Facilities for Upper Deck Parties

The Virginia Vale Member arranging the rental will be responsible for the acts of all guests and assumes responsibility for bodily injury to any individual or damage caused to Club grounds, buildings, equipment, or personal property. The Member agrees to indemnify Virginia Vale Swim Club and to hold the Club harmless from any and all losses, damages, claims or demands, including court costs and attorney's fees which may be incurred by the Club, arising out of the use of the Club's pools, facilities, and premises by the Member and/or their guests on the date and times of the rental. The Member expressly waives any claims against the Club or Club personnel for injuries sustained or loss of personal property by occasion of the usage.

It is understood and agreed that the Member will inform all guests of the rules and regulations of the Club, and that it shall be the responsibility of the Member that all guests abide by all Club rules and regulations in the Membership Handbook as well as those posted at the Club.

In addition, it is understood and agreed that the following rules and regulations must be adhered to for Upper Deck Parties:

- a. Set up may start no earlier than thirty minutes prior to the party start time, and is entirely at the discretion of the Manager on Duty.
- b. The premises will be left in the same condition as they were found. This includes removing any decorations and putting all trash and recycling in the appropriate receptacles.
- c. No moonbounces/jumping castles or piñatas will be permitted. Other party equipment subject to permission or denial. Please provide a request in writing to the General Manager regarding any other party equipment you want to be considered.
- d. Guests must vacate the premises by 4:00pm on a Monday-Thursday party rental/reservation day and by 8:00pm on a Friday rental/reservation day.
- e. Any damage to the Club incurred by Members or Guests during a Private Party are subject to fines to cover the cost of repairs. The Hosting Member will be considered the responsible party to incur said fines.
- f. No live music is permitted at the Club for Upper Deck parties. Music can be played via Spotify and the current sound system on the Upper Deck. Manager on Duty will monitor music volume levels.
- g. The use of sternos or any open flame is prohibited on the Upper Deck.
- h. Regarding liquor, beer and wine: none shall be served within 30 minutes of the ending time of the party; none shall be sold on the premises; none may be served to anyone under the age of 21; and none is to be left on the premises after the party. The Member agrees to indemnify the Club and to hold the Club harmless from any and all losses, damages, claims or demands, including court costs and attorney's fees which may be incurred by the Club, arising out of the consumption of alcohol on the premises by the Member and/or their guests, including any minors, and the failure to remove all alcohol from the premises after any Upper Deck party.
- i. No admission may be charged without the explicit approval by the Virginia Vale Board. One adult over the age of 30 will be present for every 10 persons under the age of 21.

It is understood and agreed by the Member that failure to comply with any of the foregoing conditions may, at the discretion of the Virginia Vale Board of Directors, be grounds for the suspension and/or expulsion of Membership in the Club, and that the Member is personally liable for all of the foregoing covenants.

### **Cancellation Policy**

If notice of cancellation is given (by phone AND email) to the General Manager 21 days prior to the date of the party, the rental fee will be refunded in full, except the online payment administration fee. No refunds will be given for cancellations within 21 days.

In the event of unusually inclement weather, if notice of cancellation is given (by phone AND email) to the General Manager within two hours of the party start time, or if the party is stopped while in progress, a refund of 50% will be given. Every effort will be made to reschedule the party.