



**Bill Jessee Park Rental Agreement Procedures**

SECURITY DEPOSIT: \$200.00 (check or money order)

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Bill Jessee Park is for the use of Harbour View Owners Association (the “Association”, HVOA) members only. The \$200.00 security deposit is required for all rentals. The security deposit is held until a post event inspection is completed to determine that:

- a) Lessee has cleaned the facility properly
- b) No damage has occurred in the park area.
- c) Garbage cans have been emptied.

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1. The rental of Bill Jessee Park is limited to HVOA members only, and the Lessee shall not be permitted to assign its rights, privileges and responsibilities under this agreement to any third party without the express written consent of the Association.
2. In order for the park reservations to be considered, the rental agreement must be completed and signed by the lessee and mailed or hand delivered along with the deposit check or money order to the Association office at:

6550 Town Point Road  
Suite 112  
Suffolk, VA 23435

- a.) The \$200 security deposit may be paid by money order or check
3. Bill Jessee Park may not be rented if the resident is found to be 30 days or more delinquent in paying assessment fees.
  4. No alcoholic beverage can be served without a proper license, which must be obtained by the Lessee. Lessee further agrees that its use of Bill Jessee Park will be in compliance with all applicable laws and rules & regulations.
  5. Due to underground piping and other utilities, no tents that would have to be staked into the ground will be permitted.
  6. The security deposit will be held by the Association until after the post event inspection.

7. An Association representative will complete the pre and post event inspections.
8. The security deposit is made payable to “Harbour View Owners Association”.
9. NO CASH WILL BE ACCEPTED
10. If no problems exist, the Association will return the security deposit to the Lessee.
11. If there is any damage, cleaning or Police charges, the Association Representative will deduct it from the security deposit. The remainder of the deposit, if any, will be returned.
12. Should the expense of the repairs, cleaning, or Police charges exceed the amount of the security deposit, the Lessee will be charged the amount for prompt payment, and the Association shall be entitled to use all available legal and equitable remedies to recover such sums, including, without limitation, bringing a suit for a deficiency judgment (including recovering all attorneys’ fees and court costs arising in connection therewith) against Lessee. No delay or omission of the Association in the exercise or enforcement of any right occurring upon any default of the Lessee shall impair such right or be construed to be a waiver thereof, unless expressly waived in writing.
13. Lessee releases the Association and its agents, directors, employees, members, and assigns from (and waives Lessee’s right to pursue) all actions, causes of action, suits, demands, judgments, losses, sums of money, costs, expenses, attorney’s fees, rights of recovery, and claims of any kind or description related in any way to the use of Bill Jessee Park by Lessee, whether for property damage, personal injury, or otherwise. Lessee shall indemnify and hold the Association harmless from and against any and all claims, loss, and damages, to the Association resulting from Lessee’s use of Bill Jessee Park.

BY MY SIGNATURE, I AFFIRM THAT I UNDERSTAND AND AGREE TO ABIDE BY THE ENTIRE ATTACHED RENTAL AGREEMENT.

Sign \_\_\_\_\_

Print \_\_\_\_\_

Address \_\_\_\_\_

Phone Number \_\_\_\_\_

Date requested: \_\_\_\_\_

Time frame: \_\_\_\_\_ (4 HOURS MAX)

Type of event: \_\_\_\_\_