

Tab: 9
Beach II Campground Rental Fee Rate and Time of Stay

Issue: Rental Fee Rate and Length of Time:

The current rental fee cost, and length of stay for that rate appears to be generously low to a fault. With the popularity of this area of the community, this particular offering could generate a possible revenue stream. And discourage a few renters who have a tendency to abuse the generosity of the system.

Background Information:

The campsite rental fee is currently \$10.00 for a two week stay (14 days). This was done to allow lot owners the opportunity to camp at these sites in the Summer and use the community's amenities at a reasonable cost. Lately it appears that this system is being taken advantage of, by a few owners, to the point of abuse.

RECOMMENDATION: The recommendation is that the Board raise the campsite rental fee to at least \$10.00 a day. And instituting a reasonable time limit of stay per visit and season.

MOTION: Move that the Board set the campsite rental fee to a rate of \$10.00 per day for a maximum stay of 14 days.

Tab Sponsor: Buildings and Grounds Committee
Submitted By: Board of Directors VP James Coates

**LAKE HOLIDAY COUNTRY CLUB (LHCC)
WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT**

FOR

Camping at Beach II

EVENT/USE/SERVICE/OTHER)

I _____ (name of party) certify that I am aware that any use of Lake Holiday Country Club property or facilities whatsoever is at my own risk. In consideration for receiving permission to participate in the _____ camping or use I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Lake Holiday Country Club, their officers, agents, or employees (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or any of the property belonging to me, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, while participating in such activity, or while in, on or upon the premises where the activity is being conducted.

3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage or costs, including court costs and attorney fees, that they may incur due to my participation in said activity, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise.
4. It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above-named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Virginia.
5. IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

Signed on this _____ day of _____, 2021.

LHCC MEMBER

Printed Name / Title

Signature

If Participant is under the age of 18, Parent/Guardian consents to the minor's participation in the event, consents for Lake Holiday to seek reasonable and necessary medical treatment for Participants during such event or associated activities and agrees to be responsible for any cost of such treatment.

Parent/Guardian Signature

Date

ARTICLE II. BEACH GUIDELINES II AND REGULATIONS
Approved by the Board of Directors, February 25, 2005

APPLICATION FOR USE OF BEACH II CAMPING

This application is to be used by members to obtain approval to camp. No more six (6) guests are allowed at Beach II.

Date(s) of event: _____

Member(s) name (member to be present at all times) _____

Address _____ Section _____ Lot _____

Phone numbers: cell _____ home _____

Will you have your cell phone at function? (Suggested) ___ Yes ___ No

List names of guests to be cleared at gate on page 2 of this application.

PLEASE READ ALL RULES CAREFULLY AND POST PERMIT AT EVENT

OFFICE USE:

Beach I party \$50.00 deposit = \$40 Refundable + \$10 Fee

Date deposit paid _____ Amount of deposit \$ _____

Check #(s) _____

Date deposit return _____

Received from _____
Member's Name

Received by _____
Employee Signature Date

I have received a copy of Beach Guidelines and agree to abide by them at the risk of forfeiture of deposit.

Member signature Date