

# ***CRAIG BAY BEACH CLUB***

## ***Rules and Regulations***

Adopted by Community Lands Committee  
February 25, 2000

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**The Craig Bay Beach Club is a shared facility for the use and enjoyment of all our owners. The Rules and Regulations are designed to ensure all 426 units have equal access.**

**CRAIG BAY BEACH CLUB  
RULES & REGULATIONS**

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## **Craig Bay Beach Club Rules and Regulations**

### **Introduction**

These Rules and Regulations are to be followed by all users of the Beach Club and its amenities.

All persons utilizing the Beach Club and its facilities do so at their own risk and must comply with any additional posted rules.

The Community Lands Committee may, at its discretion, change the rules and regulations as necessary.

The Community Lands Committee has authority and responsibility to enforce these rules and regulations.

This is a living document subject to amendment as community conditions change.

### **Definitions**

For the purpose of these rules and regulations, the following definitions apply:

1. "Beach Club" means the clubhouse, guest cottages, swimming pool and hot tub, sauna, tennis court, and the surrounding property.
2. "Member" means owner, or tenant, and their permanent household.
3. "Adult" means a person eighteen (18) years of age, or older.
4. "Intermediate" means a person fourteen (14) to seventeen (17) years of age.
5. "Junior" means a person less than fourteen (14) years of age.
6. "Guest" means a person who is being hosted by a Craig Bay resident, at their Craig Bay home or in a guest cottage, other than a person defined as a Member. The member must be present at Craig Bay when the guest is using the Beach Club facilities.
7. "Coordinator" means the person employed by the Community Lands Committee, and paid through the Property Management firm, to administer the Beach Club facilities.

8. “Beach Club Assistant” means the person who works part-time to assist the Coordinator, also employed by the Community Lands Committee and paid through the Property Management firm.
9. “Club” means an association of Members engaging together in a common purpose or activity at the Beach Club.
10. “Registered Program” means an activity held at the Beach Club which requires participants to complete a registration process in order to take part.
11. “Private Function” means an event held in the Conservatory or the Beachcomber Room, with access to the upstairs washrooms, the kitchen, and balcony, for which a Member pays a rental fee and personally supervises. An event is considered ‘a private function’ when the number of invited guests who are non-Craig Bay residents exceeds 10%.

### **Hours of Operation**

The Beach Club building may be accessed from 05.00 (5 a.m.) to 23.00 (11 p.m.) daily. For special events, the hours of operation may be extended.

### **Key Fobs**

1. Each Craig Bay strata unit shall be provided with two keyfobs for entry to the Beach Club
2. It is the owner’s responsibility to maintain two keyfobs. Upon the sale of the property, these are to be provided to the new owners upon possession. Any lost or missing keyfobs are to be replaced by the owner prior to the sale completion date, by contacting the Beach Club office.
3. Fees for replacement keyfobs are as follows:
  - \$100 for total replacement if lost or missing
  - \$10 for a broken tag
  - Free of charge if the keyfob is no longer functional
4. Please contact the Beach Club Coordinator for the issuing or replacement of keyfobs. Exact cash or cheque only accepted for payments.

**5. Guests of a Craig Bay resident may access the Beach Club with a keyfob while being entertained as private guests at the resident's home or while staying in the Guest Cottages as registered guests.**

- Guests may be loaned the resident's keyfob while visiting the resident's property. A green guest tag must also accompany the use of the keyfob, and the guest must sign in at the Beach Club office upon arrival.
- The Craig Bay resident must be present on-site at Craig Bay when their guests are using the Beach Club facilities and in possession of their keyfob. The keyfob is to be returned to the Member upon completion of the visit and the keyfob must not be removed from Craig Bay by the Guest.
- Guests are not permitted to be in possession of a keyfob for the purpose of visiting the Beach Club facilities or making use of its amenities at any given time unless being entertained as a guest at the host's property at the time of use.
- Persons living outside of Craig Bay are not permitted to assume the same benefits as CB residents. Owners/residents must not provide to friends and family who do not reside at CB with access to the amenities beyond that which is reasonable as a houseguest.
- In the case of a dispute, the CLC will determine what is reasonable.

**To be in possession of a keyfob, Craig Bay residents agree to the following:**

- a. The keyfobs are entrusted to me for my exclusive use - I will not share these with any person who is not authorized by the CLC, for any reason.
- b. I will not knowingly provide access for an unauthorized person and will ensure any door that I unlock is secured prior to leaving.
- c. I will notify the Beach Club office staff if my keyfob becomes lost or missing, so that it may be deactivated for security purposes. I acknowledge that it is my responsibility to maintain two keyfobs that belong to my Craig Bay property and that any missing keyfobs will be replaced prior to the sale of my home.

Any resident who objects to this agreement must make application to the CLC to be considered for exemption.

Failure to adhere to these rules may result in loss of Beach Club privileges.

## **Responsibilities of Members and Guests**

1. Adult Members are responsible for the conduct of their guests using the Beach Club.
2. Members are responsible for ensuring that their guests are familiar with the rules and regulations of the Beach Club and are aware that they use the facilities at their own risk.
3. Smoking (including tobacco, marijuana, and vaping) is not permitted anywhere on Beach Club property.
4. Only current Owner/Members and their guests at their home or guest cottage have access to the Beach Club facilities.
5. After Members sell and move away from the Craig Bay community, the former Members, their family members, guests, and renters forfeit access to these facilities.
6. Any guest or resident 17 years and younger must be accompanied by an adult Member or responsible adult Guest (as defined in this document) representing the Member, when using the Beach Club and its facilities.
7. No dogs or other animals are allowed in the Beach Club or in the pool/hot tub area, the guest cottages or tennis court, with the exception of service dogs used by persons with approved documentation.

## **Consequences of Non-Compliance**

In the Beach Club, its facilities, and guest cottages, excessive noise, rowdy behaviour, defacement or misuse of property (including keyfobs) and incivility are not acceptable.

When such behaviour is witnessed, the following procedure will be followed:

1. An Incident Report should be submitted to the property manager by the witness. This incident report will be reviewed by CLC.
2. A written warning will be given to the Member for failure to comply with the rules and regulations when using the Beach Club.
3. A written warning will be given to the Member for their guests who fail to comply with the rules and regulations when using the Beach Club and/or the guest cottages.

4. A fine or suspension from using the Beach Club may be issued at the sole discretion of The Community Lands Committee for serious or repeated misconduct or violations of these rules.

The hosting Member is solely responsible for any damages to Beach Club property or the cost for additional housekeeping or contracted services that may be incurred as a result of the rental of the Beach Club, its facilities, or guest cottages by their guests during the reservation period.

### **Guest Access**

1. All guests use the Beach Club at their own risk.
2. Guests at the Beach Club must sign the guest register upon each visit and/or time of use.
3. Guests who fail to sign in may lose their privileges. Each Strata Unit will be issued two guest tags.
4. Adult guests must have guest tags in their possession while at the Beach Club.

### **Guest Cottages – Reservations**

1. Except for peak times (see “Limits on Use” section below), each strata unit may reserve a single guest cottage for up to a total of 14 consecutive nights.
2. Additional nights may be reserved in the same cottage if there is availability within 14 days of the requested dates, up to an annual maximum of 28 days.
3. When multiple cottages are reserved, the limits for the total number of nights at any one time are:
  - 2 cottages: 7 nights each (or total of 14 nights)
  - 3 cottages: 4 nights each (or total of 12 nights)
  - 4 cottages: 3 nights each (or total of 12 nights)
4. Reservations may be made up to one (1) year prior.
5. Reservations cancelled no later than seven (7) days prior to date of use will be refunded eighty percent (80%) of the total rental fee. 20% is retained as an administration fee. Cancellations (in whole or part) are non-refundable if submitted within 7 days of the reservation.

- The refund request will be submitted to the property manager (Proline) and a cheque will be issued by them and sent directly to the owner.
  - Fees paid for cancelled reservation cannot be 'banked' by the Beach Club office for a future reservation in order to avoid cancellation fees.
6. Rental fees and damage deposits must be submitted by Craig Bay owners and residents only. We do not accept cheques directly from the guest.
  7. Cottage reservations must be initiated by the Craig Bay resident.
  8. Only current residents may reserve a cottage (ie. an owner who has not yet taken possession of a Craig Bay property may not rent a cottage, nor may they make a reservation for a future date before having taken possession).
  9. Payment of rental fees and damage deposit are due at the time the reservation is confirmed. Failure to submit payment on time may result in termination of your booking request.
  10. Rental fee cheques must not be post-dated, as payments are deposited upon receipt.
  11. Rental fees are found in Schedule 1 appended to these Rules and Regulations.

### **Guest Cottages – Limits on Use**

1. During the following peak periods, cottage rentals will be restricted to one cottage and the minimum night's stay, unless there is additional availability within 14 days of requested dates:
  - o February—Family Day weekend (2-night minimum)
  - o March/April—Easter weekend (2-night minimum)
  - o May—Victoria Day weekend (2-night minimum)
  - o July—Canada Day week (2-night minimum)
  - o August—Civic Holiday weekend (2-night minimum)
  - o September—Labour Day weekend (2-night minimum)
  - o October—Thanksgiving weekend (2-night minimum)
  - o November—Remembrance Day week (2-night minimum)
  - o December—Christmas week 51 & 52 through January—New Year's week 1 (3-night minimum, 7-night maximum)
2. During the following peak periods, cottage rentals will be restricted to a maximum of seven (7) nights:
  - o July & August (7 nights total when multiple cottages are reserved)
  - o Christmas week 51 & 52 through January—New Year's week 1



## **Guest Cottages – Rules**

1. Members who make a reservation for a guest cottage will receive an access code for entry to their assigned cottage, as outlined in the email sent to the Member by the Beach Club coordinator prior to check-in time.
2. Guests may take possession of the guest cottage at 3:00 p.m. the first day of the reservation.
3. Check-out time is to be no later than 10:00 a.m.
4. Rental of the guest cottages entitles occupants to use the facilities of the clubhouse as outlined in the Beach Club Rules and Regulations but does not extend to the use of the kitchen for meal preparation, with or without the sponsoring owner in attendance.
5. The guest cottages will have fresh linens and towels on arrival. Daily maid service is not provided. If required during your stay, linens should be laundered by the Craig Bay host.
6. There must be at least one adult occupant in each guest cottage.
7. Smoking (including tobacco, marijuana, and vaping) is not permitted inside or on the outdoor patio of the guest cottages.
8. No dogs or other animals are allowed in the guest cottages, the only exception being service dogs being used by guests with approved documentation. Please advise the Beach Club office if a service dog is expected to be present and submit a copy of the approved documentation.
9. The sponsoring resident must be present in Craig Bay while their guests are staying in the cottages and ensure that their guests have access to and understand the Beach Club Rules and Regulations.
10. Parking is permitted on the street directly in front of the cottages, limited to one car per cottage.

## **Guest Cottages – Housekeeping**

1. Daily maid service is not provided. If required during your stay, linens should be laundered by the Craig Bay host and trash must be taken to the Craig Bay host's home for disposal.

2. Cleaning will be performed upon check-out only.
3. Dishes must be washed and the fridge must be emptied of food and beverages in order to avoid extra cleaning charges.

### **Gym**

1. Persons using the Gym facilities do so at their own risk.
2. All persons using the Gym must sign the register located inside the gym entrance door, each time they use the gym.
3. Children under 14 years are not allowed in the Gym, and an adult Member must accompany anyone between 14 – 17 years of age.
4. Proper fitness attire is required when working out, including clean running shoes for indoor use only.
5. A towel is required for use during workout.
6. Water is the only drink allowed in the Gym.
7. No food or glass containers allowed in the Gym.
8. Gum chewing is prohibited.
9. Equipment used must be wiped down with the disposable sanitized wipes provided upon completion of workout.
10. Gym users must comply with additional posted rules.
11. Any injuries sustained in the Gym must be reported to Beach Club staff or maintenance person when they are present. An Incident Report must be completed by the Member and submitted to Proline, the property manager. These forms are located on a small table to the left of the reception desk and are also available on the Craig Bay website.
12. Equipment failure or malfunction must be reported to the Beach Club Coordinator and/or recorded in the Beach Club Building Concerns binder which is located on the shelf to the right of the reception desk.

Two (2) is the maximum number of guests that a Member can sign in at one time to use the Gym. Users should be aware of others waiting to use equipment and limit their time on any piece of equipment accordingly.

13. Users are asked to close windows, turn off the TV, fans and lights when leaving if no one else is present in the Gym.

### **Change Rooms**

1. All articles left in the change rooms are left at the user's risk.
2. Lockers in the change rooms are for day use only. At the end of each day, all locks must be removed. Any locks remaining will be removed.
3. Articles that appear to have been left behind in the change room will be taken to the Lost & Found on a daily basis. The Lost and Found is located in the Beach Club Coordinator's office.

### **Infrared Sauna**

1. All persons using the infrared sauna do so at their own risk.
2. Children under 14 years are not allowed in the sauna, and an adult Member must accompany anyone between the ages of 14 – 17 years.
3. No food or drink is permitted in the sauna.
4. Sauna users must comply with any additional posted rules.

### **Arts & Crafts Room**

1. All persons using the Arts & Crafts Room do so at their own risk.
2. All posted safety guidelines must be observed.
3. All persons using the kiln must receive an orientation by a qualified Member.
4. Registered Programs and recognized arts & crafts clubs will take precedence over individual usage.

5. A responsible adult must accompany children 17 years and under who partake in the activities of the Arts & Crafts Room.
6. The use of flammable liquids is permitted only during registered programs or club activities.
7. Paints or other flammable material will not be stored in the Arts & Crafts Room. Adults may only use the kiln during Beach Club hours of operation.
8. The pottery club / group must check the kiln every two (2) hours when in operation.
9. Persons using the Arts & Crafts Room are responsible for leaving the facility clean and tidy after each use.

### **Craftsman's Room**

1. All persons using the Craftsman's Room must first have received the required orientation program arranged by the Woodworking Club and use the room and equipment at their own risk.
2. All persons using the Craftsman's Room must sign in and out each time the room is used. All posted safety guidelines must be observed.
3. Registered programs and recognized woodworking clubs will take precedence over individual usage.
4. A responsible adult must accompany children 17 years and under who partake in the activities of the Craftsman's Room.
5. The use of flammable liquids is permitted only during registered programs or club activities.
6. Paints or other flammable material will not be stored in the Craftsman's Room.
7. Persons using the Craftsman's Room are responsible for leaving the facility clean and tidy after each use.

### **Club Room**

The Club Room is a small meeting room for 6 people, located beside the women's change room. It is not available for private rental.

1. Members wishing to reserve the Club Room should contact the Beach Club Coordinator to check availability and make a reservation.
2. Members using the Club Room are responsible for leaving the room clean and tidy.
3. The Club Room is not available to rent for private events.

### **Pool and Hot Tub Area**

\*The large outdoor gate into the pool area is for emergency use only. The entry code is kept by the Beach Club Coordinator and the Maintenance Contractor. Only emergency personnel and users authorized by CLC, following individual application to CLC and formal approval by CLC, may be admitted through this gate.

1. All persons using the pool and hot tub area do so at their own risk. There are no lifeguards employed at the swimming pool.
2. Pool hours and family swim times are as posted in the Beach Club.
3. All children under 17 years must vacate the pool and hot tub areas during adult swim times.
4. All persons must enter the pool area through the Beach Club in order to sign in and shower immediately prior to entering the swimming pool or hot tub.
5. Persons using the swimming pool or hot tub are required to wear swimming attire. No jeans, cut-offs, dress or sports shorts allowed.
6. Only commercially available diapers designed specifically for swimming pool usage are allowed. Ordinary everyday diapers are strictly prohibited.
7. Persons with open wound(s) are not allowed in the swimming pool or hot tub.
8. Children under seven (7) years of age must be accompanied **in the swimming pool** by a responsible adult.
9. Children under seven (7) years of age are not permitted in the hot tub.

10. A responsible adult must accompany all children 17 years and under in the pool area. No diving into the swimming pool or hot tub is allowed.
11. No running or excessively noisy behaviour is allowed in the pool area.
12. Due to the limited area, inflatable mattresses and inflatable toys are not permitted in the swimming pool or hot tub. Noodles are prohibited in the hot tub.
13. No more than ten (10) persons at one time are permitted in the hot tub. No more than fifty (50) persons are permitted in the pool at one time.
14. Because of the high temperature of the water in the hot tub, persons should restrict their time of use to less than ten (10) minutes.
15. In the summer, when the weather is hot and the pool and hot tub are busy, the hot tub cover must be replaced by the last person to leave the pool area. During cooler months, the hot tub cover must be replaced after each use.
16. Non-alcoholic beverages, in unbreakable containers are permitted in the pool area.
17. Persons using the umbrellas are responsible for closing them. If it appears that you are the last person in the pool area please close all the umbrellas. Umbrellas should not be moved.
18. Users must remove all personal items and garbage from the pool area when leaving.
19. Members can sign in a maximum of 4 adults at one time to use the pool and hot tub area with a ratio of 4 children attending per adult.
20. No dogs or other pets are permitted inside the pool area, with the exception of service dogs with approved documentation.

### **Tennis Court**

1. All persons using the tennis court do so at their own risk.
2. A responsible adult Member or adult Guest must accompany all children 17 years and under in the tennis court.
3. These courts may only be used by Tennis and Pickleball players who must follow the hours of play, rules and schedule approved by CLC.

4. Members wishing to reserve the tennis court must use the online reservation system.
5. The tennis court may not be reserved by one person for practice.
6. If the tennis court is not in use within ten (10) minutes of the commencement time of the reservation, the reserved time is relinquished. Pickleball and Tennis players wishing to use this time must still follow the CLC approved hours of play, rules and schedule.
7. Tennis and pickleball players must be appropriately attired while using the tennis court. Tennis shoes must be "non-marking".
8. Only tennis or pickleball equipment is to be used on the court. Street hockey, rollerblading, skateboarding, playing ball with a dog, or any other activities, are prohibited.

### **The Four Seasons Lounge**

1. The Four Seasons Lounge is not available for private functions.
2. An adult Member, Guest or a responsible adult representing the Member must accompany all children 17 years and under at all times.
3. Rules are posted in the Four Seasons Lounge with respect to use of the pool table and darts boards.
4. Children under 14 are not permitted to play darts or pool.
5. Persons using the Four Seasons Lounge are responsible for leaving it clean and tidy (including vacuuming if needed) after each use.
6. The maximum number of persons in the Four Seasons Lounge may not exceed the posted limit.
7. All Craig Bay groups or clubs are entitled to use the Four Seasons Lounge for social and meeting purposes on an unreserved and shared basis (the Lounge must be open to other Members and guests during the group/club use). The Community Lands Committee may restrict use of the Four Seasons Lounge by groups or clubs from time to time to allow full use of the Lounge for organized functions, such as breakfasts, luncheons, teas, celebrations, etc.

8. If two groups wish to use the Four Seasons Lounge on the same day, different time periods may be allocated to each group.

### **The Kitchen (Galley)**

1. All persons using the kitchen do so at their own risk.
2. Persons using the kitchen are responsible for removing all food and beverages, and for leaving it clean and tidy after use.
3. The refrigerator is for short-term use only. Items may not be stored or left for extended periods of time.
4. The Beach Club kitchen is for the use of residents who are making casual use of the Lounge or renting the Conservatory for a private function. Cottage rental does not include use of the kitchen, whether or not a Member is present.

### **The Conservatory**

1. Members may reserve the Conservatory up to one year in advance.
2. Strata Council and strata-related business meetings may be scheduled to over-ride any other groups or clubs that may have the space reserved. Registered programs and recognized clubs will take precedence over individual activities, the only exception being if the Conservatory is already rented for a private function and a deposit has been paid.
3. Members and guests using the Conservatory are responsible for removing all beverages and food and leaving it clean and tidy after use.
4. If tables and chairs are required, members are responsible for set-up.
5. Tables and chairs must be returned to the storage area after use.
6. The maximum number of persons in the Conservatory may not exceed the posted limit.

### **PRIVATE RENTALS - Conservatory**

#### **A. Rental Policies:**



1. "Private Function" means an event held in the Conservatory Room for celebrations or gatherings hosted by a Craig Bay adult resident, for which a rental fee is paid and the hosting resident personally supervises. An event is considered 'a private function' when the number of invited guests who are non-Craig Bay residents exceeds 10%.
2. The Conservatory may be rented for a private function of a personal nature. Rental for private functions is arranged through the Beach Club Coordinator.

The Conservatory cannot be rented for an event that:

- a. allows access to the public at large or is publicized as an open invitation without a personal guest list,
  - b. is hosted and organized by someone other than the Craig Bay resident who has made the reservation (ie. the rental may not be on behalf of a non-Craig Bay resident who will be planning the event and inviting their personal guests),
  - c. is on behalf of a group, organization or person that is not directly related to Craig Bay (ex. businesses, classes, community groups, charity groups, religious organizations, or hobby / interest groups that are not approved by the Beach Club Subcommittee, and / or fundraising for a non-Craig Bay related group)
3. Memorial Gatherings:
    - a. The Conservatory may be used at no charge for Memorial Gatherings for current Craig Bay residents. All other rental policies apply, including the submission of an event application, the provision of a damage deposit and event liability insurance when alcohol is served (refer to Section C), and a signed rental agreement.
    - b. In circumstances where the Craig Bay resident has passed away and it is a family member organizing the memorial gathering, a Craig Bay resident must sponsor and co-sign the rental agreement (along with the family member) and be present at the function for its entirety.
    - c. If a resident Memorial Gathering allows only Craig Bay residents to attend as the guests, then the Event Application must be submitted indicating this, and the policies for 'resident only' events will apply.

Conservatory rentals for Memorial Gatherings for a non-resident family member of a Craig Bay resident are considered a Private Rental and must follow the same procedures and adhere to the Rules & Regulations as outlined.

4. Only Members are allowed to initiate room rentals within the Craig Bay Beach Club. A rental application must be requested from the Beach Club office and submitted for approval before the rental is confirmed. Upon approval, the rental agreement and the invoice will be provided. When the signed rental agreement and payment have been received, the rental is considered confirmed.
5. The hosting resident is responsible for the conduct of the persons attending and must be in attendance for the duration of the event. The hosting resident is responsible for ensuring all rules and regulations pertaining to the Beach Club are complied with during the time of rental.

## B. Rental Fees & Cancellation:

1. **Rental Fee:** The rental fee is **\$75 per hour**, including the time required for setting up and clean up. Where the hosting resident and guests are **10 people or less, the hourly rate will be \$30.**

- Two cheques (one for the rental fee and a separate damage deposit) must be paid in full by the resident at the time of booking for a guaranteed reservation. Cheques are made payable to “Craig Bay Beach Club.”
  - An additional hourly rate charge will be applied if the resident uses the room outside of their specified booking time. *Fees are subject to change at any time.*
2. **Damage Deposit:** A damage deposit is required (\$200 for Conservatory) and will be returned to the resident after an inspection of the space has been completed after the event, unless any appropriate deductions are determined for required cleaning or damages. If cleaning or damage is in excess of the damage deposit, the hosting resident will be billed for these damages.
  3. **Cancellation:** Eighty percent (80%) of the rental fee paid will be refunded upon cancellation.

### c. Alcohol and Insurance:

1. **If alcohol will be served / permitted at a private event:**
  - a. The Craig Bay hosting resident who is renting the event space must purchase Third Party legal liability insurance, with a host liquor liability extension, to a minimum limit of \$2 million per occurrence.
  - b. Insurance must name The Owners of Strata Plan VIS 4796 o/a The Craig Bay Beach Club as additional insured.
  - c. Proof of insurance must be provided to The Craig Bay Beach Club prior to the commencement of the rental or any associated events.
  - d. The sourcing of and cost of insurance is the sole responsibility of the Craig Bay hosting resident of the rental.
  - e. If insurance is not provided at least two business days prior to the event, the event in question will be cancelled and the contract voided with a refund of 80%.
  - f. Changes to your alcohol status (IE - if alcohol will not be served) must be submitted in writing / email to the Beach Club office at least two business days prior to the event, and a new rental contract reflecting this change must be signed.

If the Craig Bay hosting resident declares that alcohol will be served / permitted at their event, they must agree to provide the necessary insurance and adhere to the terms, as described above, as a condition of the rental contract.

2. **If no alcohol will be served / permitted at a private event**, then a declaration must be signed, and as a result insurance will not be required. The Craig Bay hosting resident must declare that NO ALCOHOL in any form will be served or permitted on the property at their event. Violations to this will be investigated and referred to the CLC to determine consequences, including fines and / or loss of privileges for the Craig Bay hosting resident and their guests.

### D. Rental Areas & Resources:

1. **Rental areas include exclusive use of the Conservatory room and shared use of the lobby, balcony, washroom and kitchen. All other areas in the Beach Club, including the Four Seasons Lounge and its bar area, the swimming pool and hot tub, gym, sauna, lower level area, and**

***outside lawn, are out of bounds to persons attending a private rental of the Conservatory.***

2. Use of the lawn space is by request and must be approved by the CLC.
3. Barbeques are available for an additional fee. *Please refer to Barbeque Rental Guidelines for more details.*
4. Access and egress for private functions held in the Conservatory is restricted to the main entrance on the upper level of the Beach Club building.
5. Craig Bay Residents and their guests will continue to have access to the Beach Club building, with the exception of the Conservatory, when rented for a private function. "Resident Only" signs must be posted in front of the Lounge entry doors and also chained to the railing at the top of the stairs. Signs are stored in the unlocked closet at the kitchen entrance.
6. Booking time includes the hours planned for the event, plus adequate set up and clean up time. Clean up includes the removal of catering supplies, trash, and recyclables at the end of the event, as well as storing or replacing tables and chairs. Please leave the space as you found it, as any additional cleaning will be charged at \$50 / per hour (minimum one hour).
7. Set-up must take place during the confirmed reserved timeframe that is indicated in the contract and may not be done at a separate time that may leave the space unavailable for others to use.
8. Clean up must be completed within the time frame that has been booked and paid for.
9. Back-to-back bookings and other events are common and you may not be notified if another booking is to take place immediately before or after your booking times. Check with the Beach Club office if you have any concerns about the schedule.
10. As this is a residential area, please turn music down after 10 pm in consideration of your neighbours.

## **E. Setting up:**

1. The hosting resident must arrange to let caterers and suppliers into the building during your set up time, not before. Staff and other residents using the facilities are not obligated to let your caterers into the building.
2. A stereo is available for your use. It is located in the upper small white wall cupboard in the Conservatory and is also a CD and wired MP3 player.
3. If you require a digital projector, speaker or microphone, please arrange to rent these items yourself from an outside vendor.
4. The table tennis (ping pong) table located in Conservatory room may be moved to the Lounge dartboard area if necessary, not outside on the balcony as weather damages the wood.

5. Decorations that require nailing or taping or that may cause damage to the facility are not permitted. Please do not attach anything to the sound baffles.
6. In the lobby, if setting up tables for food, rugs must be rolled up and put aside in the dart area of the Lounge. The mats can be found in the unlocked kitchen entrance closet or the Conservatory closet. These mats must be used in front of the tables to prevent floor damage from food. If moving furniture to accommodate tables or a bar, please lift furniture as dragging damages the floor.
7. Coffee makers can be used. They are located under the Lounge bar with instructions on the inside cupboard door. You must supply your own coffee, tea, creamers, tea towels, and tablecloths.
8. Barbecues are available for use but must be booked for Private rentals for an additional fee. The hosting resident is responsible for moving the barbecue to a safe location before use. Please lay protective carpeting on the deck before use. Barbeque must be attended during operation.

## **F. Cleaning up:**

1. Floors must be swept, carpets must be vacuumed, and liquid spills must be wiped up on floors and windowsills before the end of your booking time. A vacuum and broom are located in the unlocked closet at the kitchen entrance.
2. Any objects or furniture moved during the event must be replaced.
3. Coffee urns must be thoroughly cleaned and dried before storing in the cupboard. Any dishes used must be run through the dishwasher and replaced in the cupboards. These tasks must be completed by the end of your rental period. Failure to do so will result in additional cleaning charges.
4. Garbage must be disposed of in the black garbage bin on the upper balcony. Please do not leave garbage bags on the balcony or in the kitchen.
5. Beverage containers/wine bottles must be removed by the hosting resident, not stored on the balcony. Please take them home.

## **G. Role of the Beach Club in Private Rentals:**

The rental of the Conservatory space is not offered at the same service calibre that you may expect at a hotel or other hospitality-centered facility. The Beach Club offers use of the common-property clubhouse space that is inherent to Craig Bay ownership, and the rental fee is charged to cover maintenance costs associated with its use. This fee is not a service charge that includes concierge-type service or related hospitality services. Private rental of the Conservatory includes the use of space only (within the rental agreement details), and may include use of, or access to, other resources. It is not the responsibility of the Beach Club or its representatives to facilitate any aspect of your event, other than providing the space and resources as agreed upon.

### **The Beachcomber**

1. Members may reserve the Beachcomber up to one year in advance.
2. Strata Council and strata-related business meetings may be scheduled to over-ride any other groups or clubs that may have the space reserved. Registered programs and recognized clubs will take precedence over individual activities, the only exception being if the Beachcomber is already rented for a private function and a deposit has been paid.
3. Members and guests using the Beachcomber are responsible for removing all beverages and food and leaving it clean and tidy after use.
4. The maximum number of persons in the Beachcomber may not exceed the posted limit.

## **PRIVATE RENTALS - Beachcomber**

### **A. Rental Policies:**

1. "Private Function" means an event held in the Beachcomber Room for celebrations or gatherings hosted by a Craig Bay adult resident, for which a rental fee is paid and the hosting resident personally supervises. An event is considered 'a private function' when the number of invited guests who are non-Craig Bay residents exceeds 10%.
2. The Beachcomber may be rented for a private function of a personal nature. Rental for private functions is arranged through the Beach Club Coordinator.

The Beachcomber cannot be rented for an event that:

- a. allows access to the public at large or is publicized as an open invitation without a personal guest list,
  - b. is hosted and organized by someone other than the Craig Bay resident who has made the reservation (ie. the rental may not be on behalf of a non-Craig Bay resident who will be planning the event and inviting their personal guests),
  - c. is on behalf of a group, organization or person that is not directly related to Craig Bay (ex. businesses, classes, community groups, charity groups, religious organizations, or hobby / interest groups that are not approved by the Beach Club Subcommittee, and / or fundraising for a non-Craig Bay related group)
3. Only Members are allowed to initiate room rentals within the Craig Bay Beach Club. A rental application must be requested from the Beach Club office and submitted for approval before the rental is confirmed. Upon approval, the rental agreement and the invoice will be provided. When the signed rental agreement and payment have been received, the rental is considered confirmed.
  4. The hosting resident is responsible for the conduct of the persons attending and must be in attendance for the duration of the event. The hosting resident is responsible for ensuring all rules and regulations pertaining to the Beach Club are complied with during the time of rental.

### **B. Rental Fees & Cancellation:**

1. **Rental Fee:** The rental fee is **\$50 per hour**, including the time required for setting up and clean up.
  - Two cheques (one for the rental fee and a separate damage deposit) must be paid in full by the resident at the time of booking for a guaranteed reservation. Cheques are made payable to “Craig Bay Beach Club.”
  - An additional hourly rate charge will be applied if the resident uses the room outside of their specified booking time. *Fees are subject to change at any time.*
2. **Damage Deposit:** A damage deposit is required (\$100 for Beachcomber) and will be returned to the resident after an inspection of the space has been completed after the event, unless any appropriate deductions are determined for required cleaning or damages. If cleaning or damage is in excess of the damage deposit, the hosting resident will be billed for these damages.
3. **Cancellation:** Eighty percent (80%) of the rental fee paid will be refunded upon cancellation.

### c. Alcohol and Insurance:

3. **If alcohol will be served / permitted at a private event:**
  - a. The Craig Bay hosting resident who is renting the event space must purchase Third Party legal liability insurance, with a host liquor liability extension, to a minimum limit of \$2 million per occurrence.
  - b. Insurance must name The Owners of Strata Plan VIS 4796 o/a The Craig Bay Beach Club as additional insured.
  - c. Proof of insurance must be provided to The Craig Bay Beach Club prior to the commencement of the rental or any associated events.
  - d. The sourcing of and cost of insurance is the sole responsibility of the Craig Bay hosting resident of the rental.
  - e. If insurance is not provided at least two business days prior to the event, the event in question will be cancelled and the contract voided with a refund of 80%.
  - f. Changes to your alcohol status (IE - if alcohol will not be served) must be submitted in writing / email to the Beach Club office at least two business days prior to the event, and a new rental contract reflecting this change must be signed.

If the Craig Bay hosting resident declares that alcohol will be served / permitted at their event, they must agree to provide the necessary insurance and adhere to the terms, as described above, as a condition of the rental contract.

4. **If no alcohol will be served / permitted at a private event**, then a declaration must be signed, and as a result insurance will not be required. The Craig Bay hosting resident must declare that NO ALCOHOL in any form will be served or permitted on the property at their event. Violations to this will be investigated and referred to the CLC to determine consequences, including fines and / or loss of privileges for the Craig Bay hosting resident and their guests.

### D. Rental Areas & Resources:

1. **Rental areas include exclusive use of the Beachcomber room and shared use of the adjacent bathroom and patio area. *All other areas in the Beach Club, including the Conservatory, Four Seasons Lounge and its bar area, the swimming pool and hot tub, gym, sauna, lower level area, and outside lawn, are out of bounds to persons attending a private rental of the Beachcomber.***

2. Use of the lawn space is by request and must be approved by the CLC.
3. Barbeques are available for an additional fee. *Please refer to Barbeque Rental Guidelines for more details.*
4. Access and egress for private functions held in the Beachcomber is via the separate lower level exterior entrance of the Beach Club building.
5. Craig Bay Residents and their guests will continue to have access to the Beach Club building, with the exception of the Beachcomber, when rented for a private function.
6. Booking time includes the hours planned for the event, plus adequate set up and clean up time. Clean up includes the removal of catering supplies, trash, and recyclables at the end of the event, as well as storing or replacing tables and chairs. Please leave the space as you found it, as any additional cleaning will be charged at \$50 / per hour (minimum one hour).
7. Set-up must take place during the confirmed reserved timeframe that is indicated in the contract and may not be done at a separate time that may leave the space unavailable for others to use.
8. Clean up must be completed within the time frame that has been booked and paid for.
9. Back-to-back bookings and other events are common and you may not be notified if another booking is to take place immediately before or after your booking times. Check with the Beach Club office if you have any concerns about the schedule.
10. As this is a residential area, please turn music down after 10 pm in consideration of your neighbours.

#### **E. Setting up:**

1. The hosting resident must arrange to let caterers and suppliers into the building during your set up time, not before. Staff and other residents using the facilities are not obligated to let your caterers into the building.
2. If you require a digital projector, speaker or microphone, please arrange to rent these items yourself from an outside vendor.
3. Coffee makers can be used. You must supply your own coffee, tea, creamers, tea towels, and tablecloths.
4. Barbecues are available for use but must be booked for Private rentals for an additional fee. The hosting resident is responsible for moving the barbecue to a safe location before use. Please lay protective carpeting on the deck before use. Barbeque must be attended during operation.

#### **F. Cleaning up:**

6. Floors must be swept, carpets must be vacuumed, and liquid spills must be wiped up on floors and windowsills before the end of your booking time. A vacuum and broom are located in the unlocked closet at the kitchen entrance in the upper level of the Beach Club.
7. Any objects or furniture moved during the event must be replaced.
8. Coffee urns must be thoroughly cleaned and dried before storing. Any dishes used must be run through the dishwasher and replaced in the cupboards. These tasks must be completed by the end of your rental period. Failure to do so will result in additional cleaning charges.
9. Garbage must be disposed of in the black garbage bin provided. Please do not leave garbage bags outside.
10. Beverage containers/wine bottles must be removed by the hosting resident, not stored in the building. Please take them home.

### **G. Role of the Beach Club in Private Rentals:**

The rental of the Beachcomber space is not offered at the same service calibre that you may expect at a hotel or other hospitality-centered facility. The Beach Club offers use of the common-property clubhouse space that is inherent to Craig Bay ownership, and the rental fee is charged to cover maintenance costs associated with its use. This fee is not a service charge that includes concierge-type service or related hospitality services. Private rental of the Beachcomber includes the use of space only (within the rental agreement details), and may include use of, or access to, other resources. It is not the responsibility of the Beach Club or its representatives to facilitate any aspect of your event, other than providing the space and resources as agreed upon.

### **Barbeque Use**



There are two barbeques available for residents to use at the Beach Club for events. The barbeques are stored on the upper balcony (pool side), locked and secured. Barbeques are never to be used in this low roofed area – it is a FIRE HAZARD.

1. Private Rentals of the Conservatory:
  - a. A BBQ will be available for use during private rentals of the Conservatory.
  - b. The cost is \$100, payable at time of Conservatory booking.
  - c. The fee includes set up, propane, and clean-up afterwards.
  - d. The BBQ will be set up on the upper balcony semi-circle, uncovered section.
  - e. At least one week's notice must be provided for barbeque requests in order to allow preparation time.
  
2. Craig Bay events & resident get-togethers at the Beachcomber:
  - a. During the summer months, the BBQ can be brought down to the Beachcomber.
  - b. Residents planning to get together with friends can use this BBQ at no charge. A propane tank will be provided.
  - c. The barbeque is available for use by residents for free, providing the following rules are adhered to:
    - i. It is available on a first come, first served basis. One week's notice must be provided in order to ensure the barbeques are ready to use.
    - ii. Residents will be responsible for moving the BBQ away from the building, setting up the floor tarp, and cleaning the BBQ after use, etc.
    - iii. Beach Club staff are not responsible for the clean up of the BBQ, this will take place on an honour system.
    - iv. If this privilege is abused in any way (not cleaned, damaged, deck tarp not used and area dirty, not used safely, utensils missing), BBQ privileges will be revoked.

## **SCHEDULE 1**

### **Rental Fees and Damage Deposits**

1. The damage deposit will be returned upon request within seven (7) days of the event, subject to any deductions for damage or extra cleaning, following an inspection of the facilities. If damage or cleaning fees are in excess of the damage deposit, the hosting Member will be billed for these charges.
2. Reservations cancelled no later than seven (7) days prior to date of use will be refunded eighty percent (80%) of the total rental fee and the full damage deposit.
3. For Guest Cottages: No refund other than the damage deposit will be made if the cancellation is less than seven (7) days prior to the rental date.
4. All fees and deposits are payable in full at the time of booking. The booking is not official or guaranteed without such payment.

**Guest Cottages:**

Damage Deposit: **\$150**

Rental fee: **\$125** per night PLUS applicable taxes (effective October 1, 2024)

**Conservatory Private Functions:**

Damage deposit: **\$200**

Rental rate: **\$75** per hour (or **\$30** per hour for 10 or less people attending)

**Beachcomber Private Functions:**

Damage deposit: **\$100**

Rental rate: **\$50** per hour

The damage deposit to be used to cover cleaning at a rate of \$50 per hour for any cleaning over and above normal daily cleaning.

**Rental fee for Beach Club Barbecues for a private Conservatory or Beachcomber event:**

\$100 per barbeque.