



ASHBURN FARM ASSOCIATION

DeLong Room Rental Agreement - Member
Include Verification of Member Status & Home Ownership

The Renter has requested and the Association has agreed to permit the Renter, subject to terms contained in this agreement, to use the DeLong Room only, and the lower level restrooms of the Community Center, "the Premises", located at 21400 Windmill Drive, for the purposes and period of time specified in this document.

The Association and the Member agree to the following:

1. Terms:

The Member shall have the use of the Premises for the "Rental Period" defined as follows:

DeLong Room Rental Date: _____

Day of the week: _____

*Time: From: _____ AM PM

To: _____ AM PM

***NOTE:** The rental period includes set-up and clean up

Type of Event: _____

Number of guests expected: _____ (MAX = 100)

Number of Table/Chair Sets: _____ (MAX = 10 tables/100 chairs)

****Check if applicable:** Please include set-up _____ Please include break-down _____

Initial _____

Equipment Rental: _____

Initial _____

2. Hours Available on Weekdays (*First-come, first-served*):

- Monday-Thursday 9:30am-4:30pm
- Friday 9:30am-12:00pm
- The DeLong Room cannot be reserved during business hours.

3. Hours Available for Rental:

- Monday-Thursday 5pm-11pm
 - Friday 5pm-12am
 - Saturday-Sunday 8am-12am
 - Reservations must be made at least one week in advance.
- Weekend rates will apply for holidays**

4. Room Rental Fees:

- \$60/hour

5. Furniture Rental Fees:

- \$25/table & 10 chair set (*Tables are 72" round*)
- \$15 per rectangular table, (*Tables are 6' & 8'*)
- ****Optional set-up fee: \$5 per set**

- *Break-down of tables & chairs is included with furniture rental. Please leave furniture out so it can be wiped down.*

6. Equipment Rental Fees:

- 2 speakers and microphone: \$50
- 39" x 72" screen with projector: \$100 (*The Association will provide an extension cord and spare lamp*)

7. Additional Fees Required:

- Non-refundable cleaning fee: \$75
- Reservation deposit: \$80
- Refundable security deposit: \$500

The Member agrees to provide two weeks advanced notice of rental, and will pay the Association the rental fee sum of: \$_____ Dollars (includes rental fee, cleaning fee, rental furniture fee), which must be paid two weeks in advance of the *event*. **All fees and deposits must be paid by check or cash.**

8. Deposits & Fees:

The Member shall deposit with the Association the appropriate sum as referenced in section 7 above in the form of a check, separate from rental fees. The "reservation" deposit will be deposited by the Association, once it is received and will be deducted from the overall rental, returned if event is canceled in accordance with the policy or kept by the Association if the event is canceled after the two week window has closed.

The Security deposit shall be held by the Association until such time as it is determined the Premises, furniture, and equipment have been returned to the Association clean with no damages. The Renter is responsible for cleaning after the use of the Premises according to the rules as stipulated in Rules for Use (attached). If the Renter fails to fulfill this obligation, the Association shall perform such tasks as are required to clean and/or repair the Premises. Expenses associated with the cleaning and/or repair by the Association, plus an administrative charge of Twenty-Five Dollars (\$25.00) shall be deducted from the Security Deposit. Any expense over and above the Security Deposit shall be collected within 15 days or referred to litigation, if necessary.

The Member is responsible for cleaning after the use of the Premises according to the rules as stipulated in Rules for Use (attached). If the Member fails to fulfill this obligation, the Association shall perform such tasks as are required to clean and/or repair the Premises. Expenses associated with the cleaning and/or repair by the Association, plus an administrative charge of Twenty-Five Dollars (\$25.00) shall be deducted from the Security Deposit. Any expense over and above the Security Deposit shall become a lien against the Member's real property located in Ashburn Farm if it is not paid within 15 days from the date of notification. The cleaning fee is charged by the Association for the cleaning of the room after each event and is not refundable or negotiable.

Initial _____

9. Purpose:

The Member agrees that the Premises will be used for the following purpose only, (please describe the event)

The anticipated number of guests, including all hired personnel, including caterers, bartenders, etc., **shall not exceed 100**. The Member agrees that at all times the use of the Premises will be for the DeLong Room only, and agrees to comply with all applicable laws, ordinances and regulations. All personal property brought onto the Premises by the Member shall be used and maintained at the sole risk of the Member. The Association assumes no responsibility for personal items of the Member.

Initial _____

10. Access:

The Member agrees that the Association or its designees shall have the right to inspect the Premises at any time during the Rental Period. The Member further agrees that all catering and room rental supplies must be delivered using the Front Entrance only. Special arrangements can be made with the Association for the delivery of these supplies during office hours (9-5pm) before the event, if not interfering with community center use, but must be removed at the end of the Event/Rental time. **Outside of business hours, the room is not handicap accessible.**

Initial _____

11. Indemnification:

The Member agrees that it shall indemnify and defend the Association and hold them harmless from any liability, suit, action, claim, demand, loss, expense (including but not limited to attorney fees) or cost of any kind or nature

of, or connection in any way to or with the Member's or his guests' or invitees' or agent's use of the Premises, the execution of the agreement, or any injury, loss or damage to any person or property upon the Premises.

Initial _____

12. Utilities:

The Association will provide all necessary water, sewer, gas and electricity for the Premises at the Association's expense during the Rental Period. The Member agrees that at all times the use of such services will comply with all applicable laws, ordinances, rules and regulations, and will never exceed the capacity of the mains, feeders, ducts, and/or conduits bringing service to the Premises. Notwithstanding the foregoing, the Association will not be liable for any interruption in the provision of services for any reasons at all, or for any damage to the Member's personal property resulting from use.

Initial _____

13. Termination of Rental Period & Repairs:

At the expiration of the Rental Period, the Premises will be delivered to the Association at the time agreed upon and shall be clean in good repair and order and in the same or better condition as when received in accordance with the rules stipulated in Rules for Use (attached). In the event the Member fails to deliver the Premises to the Association at the expiration of the Rental Period or if the Member is found to have taken possession of the Premises prior to the agreed upon time, the Member agrees to pay for any additional time. Member will forfeit all security deposit monies for any breach of contract, including occupancy of DeLong Room later than as specified per this agreement.

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14. Security:

The Ashburn Farm Association Windmill Community Center is under 24-hour video surveillance. The Member acknowledges the presence of such devices as a resource to ensure safety and property of the Community Center.

Initial _____

15. Rules:

The Member agrees that he/she, the guests and invitees will abide by the rules and regulations of the Association for the use of the Premises, which are amended by the Association from time to time. The Association shall have no liability to the Member for its enforcement or waiver of such rules or regulations. The Member agrees that he/she will provide adequate supervision for the guests and invitees at all times of the Rental Period, including but not limited to one adult per 4 children under the age of 10, and one adult per 10 children under the age of 18.

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16. Alcoholic Beverages/Illegal Substances:

- No illegal substance shall be brought onto or used on the Premises.
- The Member shall not serve or permit the use of alcoholic beverages on the Premises unless the Member has complied with all laws and licensing requirements of the Commonwealth of Virginia.
- The Member agrees that it shall not sell alcoholic beverages to any person on the Premises.
- The Member agrees that it shall not serve alcoholic beverages to any person who is intoxicated and will not allow such a person to consume any alcoholic beverages.
- The Member agrees that it will not permit his guests or invitees to bring alcoholic beverages on the Premises.
- The Member agrees that it shall not serve alcoholic beverages to any person who is less than twenty-one (21) years of age and will not allow any person under twenty-one (21) years of age to consume alcoholic beverages on the Premises.
- The Member agrees that he or she shall not be intoxicated or under the influence of alcohol or drugs while on the Premises.

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17. Cancellations:

Rentals must be cancelled 2 weeks prior to event to receive a full refund. If the rental is cancelled less than 2 weeks in advance of the event date, the reservation deposit will be kept by the Association. Rental fees will be fully refunded under extraordinary circumstances (whether event which, in the sole opinion of the Association prevents safe use of the Premises, mechanical failure at the Premises, sudden serious illness or death of the Renter or an immediate family Renter of the Renter). In the event of such occurrence, all fees will be returned.

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18. Assignment:

The Member shall not assign this Agreement. The Member agrees that he/she will be present on the Premises for the entire Rental Period.

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19. Miscellaneous:

This Agreement is not an interest in real estate, but an Agreement for use of the Premises. In the event that the Association breaches its' obligations under this Agreement, the parties agree that the Association's liability shall be limited to the amount of the Fees paid and the Security Deposit paid. The term "Member" refers to the person or persons' name on the Deed to a property located in Ashburn Farm. The covenants of the Member constitute both joint and several obligations of the individual thereof.

Initial _____

20. Fire Department Restrictions:

In accordance with the County of Loudoun Department of Building and Development Occupancy Permit for the room, the total number of persons in the room including caterers, DJs, rental equipment personnel, waiters, etc. *shall not exceed 100*. No candle burning or fireplace fires are permitted.

Initial _____

21. Securing The Premises:

The Member is responsible for securing the Premises at the end of the Rental Period. The Member shall not leave any persons in the building unsupervised. The Member is responsible for checking all doors and windows to insure they are secure. This includes both levels of the building, all entrances and windows. Any damage or vandalism to the Premises due to a breach of security shall become the Members responsibility. The Association reserves the right to collect for damages, including but not limited to legal fees, to the Premises as a result of such a breach of security.

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22. Restrooms:

The public restrooms are located on the lower level of the building. The Member is responsible for making sure the restrooms are not damaged and are in working condition when returned to the Association.

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23. Confetti:

No confetti of any kind is allowed on the Premises. Member shall forfeit the entire security deposit if confetti is used.

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24. Chafing Dishes:

The Member agrees to use gel fuel and not liquid fuel to keep food warm.

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25. Entire Agreement:

This Agreement along with the Rules for Use incorporated herewith, constitute the entire Agreement between the parties. The Member agrees to all rules and regulations as outlined in Rules for Use attached to this rental agreement.

Initial _____

26. Notice:

Ashburn Farm Association is not responsible for conditions or situations out of our control that may impact the rental of the room. This includes, but is not limited to: Emergency Maintenance or acts of God. ***We reserve the right to cancel a rental within 48 business hours of the scheduled event.***

Initial _____

27. Reservation:

To reserve the room if the event is less than 90 days away:

- a) The Association requires that the contract be filled out in its entirety and the security deposit check.
- b) If the event is more than 90 days away, the Association will require that the contract be filled out in its entirety, as well as a reservation deposit of \$80 to secure the date. **This deposit will be put towards your rental fees.**

Initial _____

- 28. If the event is more than 90 days away, the Association will require the security deposit check of \$500 and balance of the fees paid no later than 72 business hours before your event date.

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Changes to the contract (furniture order, time, etc.) cannot be made less than 72 business hours before the event.



Room Rental License Agreement Authorization

The undersigned agrees to all the terms and conditions of the Room Rental License Agreement.

Member Name (Print): _____

Address: _____

Home Phone (*Required*): _____ Cell Phone (Optional): _____

Email Address (*Required*): _____

Alternate Contact: _____ Alternate Contact Number: _____

Are you planning on bringing any furniture for your event that the Association does not provide (e.g. dance floor, rectangle tables, etc.)? If so, please indicate below what you would like to bring*:

** Please note that the rental period must include any time necessary to decorate, remove and/or replace furniture, and clean-up.*

Member Signature: _____ Date: _____

Approved By: _____ Date: _____

Ashburn Farm Association

FOR OFFICE USE ONLY:



ASHBURN FARM ASSOCIATION Rules for Use

Your use of the Community Center is a privilege, not a right. Please treat the DeLong Room as you would your own home. The DeLong Room is a **NON-SMOKING FACILITY**. All catering and room rental deliveries must be made through the front entrance only. Your rental time must include set-up and clean-up. Your rental includes the use of the DeLong Room, the lobby/foyer of the community center and the bathrooms on the lower level. All other rooms, offices, closets, etc. are off limits. Accessing those areas will forfeit the security deposit.

3. The front door lock will require a key card or key fob to enter the building. The card or fob will only work during the hours the DeLong Room has been reserved. The door will be available to unlock with your code at the start time provided at the beginning of this contract and will not lock until the end of your rental time. Be sure to have all your things out of the room by this time. The room is utilized by other groups, so the Association is not responsible for lost or stolen items, or items left in the room. Your assigned code will not be given to anyone else and will not work after your event.

4. The Premises must be left clean and ready for the next rental, including but not limited to:
 - Clean and wipe down rental tables and chairs belonging to the Association. They will be broken down and put away by staff.
 - If any daily use furniture was moved, please place everything back to the original location.
 - Remove all trash from the Premises relating to your event. Do not leave trash inside or outside the building. Dumpsters for trash are located at the rear of the pool area parking.
 - Pick up and dispose of all cigarette butts on the ground around the outside of the building, including butts in the sand containers on the outside deck.
 - No tape or stickers shall be used on the walls or windows due to tinting film doing so will jeopardize security deposit.
 - If you rent equipment from the Association, you must keep the equipment in the DeLong Room.
 - Use gel fuel and not liquid fuel to keep food warm.
 - No candle burning or fireplace fires are permitted.
 - No confetti shall be used.
 - Remove any food or beverages you bring.
 - Balloons must not be allowed to float freely or remain after the event.

7. If there is a spill or accident, you must clean it. Limited cleaning supplies are available on site.

8. Premises must be left secured:
 - Turn off all lights.
 - Close and lock all windows and doors.

Your cooperation in keeping the Premises in good condition is important and appreciated. Any persons or groups found to be abusing the Premises will lose their privileges. PLEASE NOTE: Private events held in the DeLong Room do not reflect the thoughts and opinions of Ashburn Farm Homeowners Association.

The undersigned agrees to all the terms and conditions in the Rules for Use. Breach of these conditions jeopardize your security deposit and ability to rent the room in the future.

Renter Signature: _____ Date: _____

Renter Name (Please Print): _____



RELEASE OF CLAIMS

KNOW ALL MEN BY THESE PRESENTS, that I, the undersigned, (*name*) _____,

for the sole consideration of being allowed to (*activity*) _____

taking place on (*date*) _____, for myself, my executors,

administrators, and assigns, hereby acquit, release and forever discharge Ashburn Farm Association and its officers, directors, agents, servants, assigns, employees, attorneys, partners, personal representatives, administrators and all other persons, firms, or corporations related thereto, (collectively the "Released Parties") of and from any and all claims, actions, causes of actions, demands, rights, obligations, accounts, fees, liabilities, defenses, attorney's fees, damages, costs, loss of service, expenses, contracts, agreements, suits, debts, and compensation of any kind or character whatsoever, known or unknown, suspected or unsuspected, foreseen or unforeseen, in contract or in tort, at law or in equity, that I may have against them now or in the future related to the activity or event mentioned above.

The undersigned further declares and represents that no promise, inducement or agreement not herein expressed has been made to the undersigned, and that this Release contains the entire agreement between the parties hereto, and that the terms of this Release are contractual and not a mere recital.

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.

Name: _____ Date: _____
Signature



Rental Policy Violations & Security Deposit Fees:

- Leaving trash in the Delong Room or Association Community Center: \$25 per bag.
- Rental Tables/Chairs not cleaned: \$10/set
- If non-association furniture, decorations (balloons, *streamers, banners, or tape from same, flowers, etc.*) are left in the building, a charge to remove will be charged at a cost of \$50.00 per hour, with a 1 hour minimum.
- Daily use furniture not placed back in the original location: \$25 per piece
- Use of portions of the Windmill Community Center not included in the rental agreement is prohibited and will result in the loss of security deposit and will be barred from future rentals.
- Damage to the walls, floors, carpets, furniture, or other areas of the Windmill Community Center will result in the loss of your security deposit.

All other fees for violations to this agreement will be assessed as necessary by the Association management.

The Board of Trustees adopted this Resolution at a duly convened meeting on May 3, 2016 and directed that the same be incorporated in the Book of Resolutions.

Ashburn Farm Association

By: Tim Hughes (Signature on File)

President of the Board of Trustees

ATTEST:

Marc Ripperger (Signature on File)

Secretary of the Board of Trustees

5/3/2016

Date

(Seal)