



Date: \_\_\_\_\_  
Time: \_\_\_\_\_  
Balance: \_\_\_\_\_  
SD ( ) RD ( )

## **DeLong Room Rental Agreement – Resident/Association Member**

Include Verification of Member Status and Home Ownership

**You must read, initial, and sign all portions of the contract.**

**Failure to do so will void the reservation/rental.**

The Member has requested to rent the DeLong room, lobby, and lower-level restrooms in the AFHOA Community Center. The Association agrees to allow the Member to rent the DeLong Room, lobby, and lower-level restrooms in the AFHOA Community Center, “the Premises,” located at 21400 Windmill Drive, Ashburn, VA, for the purposes and period of the time specified in the document; subject to terms contained in this Agreement. The following constitutes the entered Agreement between the Member and the Association.

### **The Association and the Member agree to the following:**

**1. Community Center DeLong Room is open to “general use” at no cost during the following:**

- Monday to Thursday ..... 9:30 am to 4:30 pm.
- Friday ..... 9:30 am to 12:00 pm.
  - *The DeLong Room can be used for a period not to exceed three (3) hours, from 9:30 am to 4:30 pm, Monday to Thursday, or Friday from 9:30 am to 12:00 pm, but must still be open for use by other Members*

**2. Rental Hours Available:**

- Monday to Thursday ..... 6:00 pm to 11:00 pm.
- Friday ..... 6:00 pm to 12:00 am.
- Saturday and Sunday ..... 8:00 am to 12:00 am.
  - *The rental time MUST include set-up/decoration and cleanup. Reservations must be made at least three weeks in advance.*

**3. Room Rental Fees:**

- \$60.00 per hour

**4. Furniture Rental Fees:**

- \$30.00 per table and ten (10) chairs set (Tables are 72” round)
- \$15.00 per rectangular table (Tables are 6’ and 8’)
- \$10.00 OPTIONAL set-up fee per each table set
  - *Break-down of tables and chairs is included with furniture.*

**5. Equipment Rental Fees:**

- \$50.00 for two (2) speaker and microphone audio set

**6. Additional Required Fees:**

- \$150.00 non-refundable, non-negotiable cleaning fee
- \$200.00 reservation deposit (deposit goes toward total rental costs)
- \$500.00 resident security deposit
- \$1000.00 tenant security deposit

## DeLong Room Rental Agreement – Resident/Association Member

**7. The Member shall have the use of the Premises for the “rental period” defined as follows:**

DeLong Room Rental Date: \_\_\_\_\_ Day of the Week: \_\_\_\_\_

Rental Time: \_\_\_\_\_ a.m./p.m. to \_\_\_\_\_ a.m./p.m. Type of Event: \_\_\_\_\_

Number of Guests: \_\_\_\_\_ (Max 100) Number of Table/Chair Set: \_\_\_\_\_ (Max 10 tables/100 Chairs)

Additional Chairs: \_\_\_\_\_ Rectangle Tables: 6ft ( ) Qty - \_\_\_\_\_ 8ft ( ) Qty - \_\_\_\_\_

Set-up of Tables/Chairs: Yes or No (\$10.00 ea.) Equipment Rental: Speaker System ( )

- The Member agrees to give three (3) weeks advanced notice of reservation or change to a prior reservation and will pay the Association the total in the “Room Rental License Agreement Authorization” section, which must be paid three (3) weeks in advance of the event. **Check (payable to AFA) or cash must pay all fees and deposits.**

Initial \_\_\_\_\_

**8. Deposits and Fees:**

The Member shall deposit with the Association the proper sum as referenced in section seven (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 the event is canceled in accordance with the policy or kept by the Association if the event is canceled after the three-week window has closed.

The Security deposit shall be held by the Association until such time it is decided the Premises, furniture, and/or 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 on page six of this document. 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 on page six of this document. 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 found 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 \_\_\_\_\_

Purpose:

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

\_\_\_\_\_  
The predicted number of guests, including all hired personnel, caterers, bartenders, etc., **shall not exceed 100**. The Member always agrees that 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 the personal items of the Member.

Initial \_\_\_\_\_

## **DeLong Room Rental Agreement – Resident/Association Member**

### **9. 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 (9:00 am - 5:00 pm) 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 \_\_\_\_\_

### **10. Indemnification:**

The Member agrees that he/she 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 \_\_\_\_\_

### **11. Utilities:**

The Association will provide all necessary water, sewer, gas, and electricity for the Premises at the Association's expense during the Rental Period. However, the Association does not provide a kitchen for use. The Member always agrees that 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 \_\_\_\_\_

### **12. Termination of Rental Period and Repairs:**

At the end of the Rental Period, the Premises and any additional rental tables, chairs, or equipment will be delivered to the Association at the time agreed upon and shall be left in the same condition they were found, clean and in good repair, per the rules stipulated in Rules for Use on page six of this document. 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 the entire security deposit for any breach of contract, including occupancy of DeLong Room, later than as specified per this Agreement.

Initial \_\_\_\_\_

### **13. 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 the safety and property of the Community Center.

Initial \_\_\_\_\_

### **14. 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 Renter agrees that he/she has been provided with the rules and regulations regarding false alarms, which are available at the following link: <https://www.loudoun.gov/FAQ.aspx?QID=1239> , or by scanning the QR code below. 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 (1) adult per four (4) children under the age of ten (10) and one adult per ten (10) children under the age of 18. Your rental ONLY includes the DeLong Room, the Community Center Lobby, and the Community

## DeLong Room Rental Agreement – Resident/Association Member

Center lower-level Restrooms. The hallways, closets, and adjoining rooms are off-limits; however, you are responsible for any activity or damage that may occur in these areas during your rental period.



Initial \_\_\_\_\_

### **15. Alcoholic Beverages/Illegal Substances:**

- No illegal substances shall be brought onto or used on the Premises.
- The Member may provide alcohol but 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 allow his/her 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/she shall not be intoxicated or under the influence of alcohol or drugs while on the Premises.

Initial \_\_\_\_\_

### **16. Cancellations:**

Rentals require cancellation three (3) weeks prior to the event to receive a full refund. If the rental is canceled less than three (3) weeks in advance of the event date, the Association will keep 50% of the reservation deposit. 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 member of the Renter). In the event of such an occurrence, all fees will be returned.

Initial \_\_\_\_\_

### **17. 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.

Initial \_\_\_\_\_

### **18. Miscellaneous:**

This Agreement is not an interest in real estate but an Agreement for the 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 \_\_\_\_\_

### **19. 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**. The Renter agrees that he/she has been provided with the rules and regulations regarding false alarms, which are available at the following link: <https://www.loudoun.gov/FAQ.aspx?QID=1239>, or by scanning the QR code below. No

## DeLong Room Rental Agreement – Resident/Association Member

candle-burning or fireplace fires are permitted. **Use of open flame candles or lighting a fire in the AFHOA Community Center violates this Agreement and forfeits the entire security deposit.** Fog and vapor producing or emitting equipment have been known to generate false alarms and therefore use or employment of these types of equipment are prohibited.



Initial \_\_\_\_\_

### **20. 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 ensure 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 Member's 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.

Initial \_\_\_\_\_

### **21. 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.

Initial \_\_\_\_\_

### **22. Confetti:**

No confetti, glitter, or other similar material of any kind is allowed on the Premises. Member shall forfeit the entire security deposit if confetti, glitter, or similar is used during an event.

Initial \_\_\_\_\_

### **23. Chafing Dishes:**

The Member agrees **NOT** to use a liquid chafing dish fuel to keep food warm. **ONLY GEL FUEL CAN BE USED.**

Initial \_\_\_\_\_

### **24. Entire Agreement:**

This Agreement, along with the Rules for Use incorporated herewith, constitutes the entire Agreement between the parties. The Member agrees to all rules and regulations as outlined in the Rules for Use, on page six of this document, to this rental Agreement.

Initial \_\_\_\_\_

### **25. Notice:**

Ashburn Farm Association is not responsible for conditions or situations out of our control that may affect 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 \_\_\_\_\_

### **26. Reservation:**

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

- a) The Association requires that the contract be filled out in its entirety with the reservation deposit check.
- b) If the event is less than three (3) weeks away, the Association will require that the contract be filled out in its entirety, as well as a full payment and security deposit to secure the date.

Initial \_\_\_\_\_

## DeLong Room Rental Agreement – Resident/Association Member

### Rules of Use

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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 cleanup. 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.

- The front door will unlock at the start of your rental period, remain open during your rental, and lock at the end of the rental period indicated in section seven of the document. 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 after your event.
- The Premises, including the lobby, lower-level restrooms, deck, and exterior grounds, must be cleaned and ready for the next rental, including but not limited to:
  - If any daily-use furniture was moved, it must be put back in 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, placing trash and recycling in dumpsters.
  - 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 the 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 usage, or open flames of any kind are allowed. Open flames void the rental Agreement and security deposit.
  - Use of fog emitting or vapor producing equipment is strictly forbidden in the DeLong Room. No confetti, glitter, or similar shall be used on the premises.
  - Remove any food or beverages you bring.
  - Balloons must not be allowed to float freely or remain after the event.
  - **If there is a spill or accident, you must clean it.** Limited cleaning supplies are available in the small closet in the DeLong Room.
- 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 Association.

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

Renter Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Renter Name (Please Print): \_\_\_\_\_

## DeLong Room Rental Agreement – Resident/Association Member

### Release of Claims

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**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 Agreement Violations

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**The following rental policy violations list includes a partial list of violations and fees but is not limited to these infractions but rather a sample.**

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- Any Infraction of the above Agreement requiring additional action by the Association to remedy will incur a minimum \$50.00 fee.
- Any infraction of Loudoun County Code 655 - False Alarms, will incur a \$100.00 fee. This includes the use of prohibited equipment, i.e. fog emitting and/or vapor producing equipment.
- Leaving trash in the DeLong Room or Association Community Center has an additional \$25.00 per bag fee.
- Rental Tables/Chairs not cleaned: an additional \$10.00 per set.
- If non-association furniture, decorations (*balloons, streamers, banners, or tape from same, flowers, etc.*) are left in the building, a charge to remove them will be charged at the cost of \$25.00 per balloon with maximum fine of \$100.
- Daily use furniture not placed back in the original location: an additional \$25.00 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 the 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 the security deposit

**All other fees for violations of this Agreement will be assessed as necessary by the Association management.**

## DeLong Room Rental Agreement – Resident/Association Member

### Room Rental License Agreement Authorization

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

**Changes to the contract (furniture, time, equipment, etc.) made any later than three weeks prior to the rental date will incur a \$25.00 administrative fee.**

Member Name (Print): \_\_\_\_\_

Address: \_\_\_\_\_

Home Phone (Required): \_\_\_\_\_ Cell Phone (Required): \_\_\_\_\_

Email Address (Required): \_\_\_\_\_

Alternate Contact (required): \_\_\_\_\_ Alternate Contact Number (required): \_\_\_\_\_

Are you planning on bringing any furniture for your event that the Association does not provide (e.g., dance floor, tables, etc.)? If so, please write below what you are going 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 Associate*

#### OFFICE USE ONLY

_____ Hours @ \$60.00 per hour	\$ _____	Reservation Deposit: Check or Cash
_____ Round Table & Chairs @ \$30.00 per set	\$ _____	Amount:
_____ Rectangle Table @ \$15.00 per table	\$ _____	Check Number:
8 ft: _____ 6ft: _____		Security Deposit: Check or Cash
_____ Chairs @ \$1.00 per chair	\$ _____	Amount:
Speakers and Microphone System ( )	\$ 50.00	Check Number:
Mandatory Cleaning Fee	\$ 150.00	Remaining Balance: Check or Cash
Reservation Deposit	- \$ 200.00	Amount:
Setup @ \$10.00 per table set	\$ _____	Check Number:
Administrative Fee ( )	\$ 25.00	
Total:	\$ _____	