



KINGSTOWNE RESIDENTIAL OWNERS CORPORATION

**POLICY RESOLUTION NO. 13
Rental of Community Centers**

WHEREAS, the Board of Trustees is responsible for maintaining and administering the Community Centers (Centers);

WHEREAS, the Board has decided that is in the best interest of the community to allow the members and residents to rent the Centers for private functions and to promulgate a resolution, which clarifies the policy under which the Board will permit members and residents to rent the Centers.

NOW, THEREFORE, BE IT RESOLVED, THAT the Board adopts the following policy regarding the rental of the Centers and hereby directs management to administer the policy.

I. RENTAL AVAILABILITY

Subject to the availability of the Centers, members of KROC in good standing may rent the Centers for their private use by complying with the terms of this policy. Members in good standing are those members who are fully compliant with all of the regulations of KROC, including, but not limited to, the obligation to pay dues and the obligation to comply with all property restrictions and obligations. Management shall administer all requests for the rental of the Centers on a first-come, first-served basis.

Members not in good standing may not rent the Centers.

Management shall determine the availability of the Centers for rental by prioritizing the use of the Centers in favor of the activities of the Board, Committees, and KROC sponsored events.

When renting a building the tenant has access to the building's parking lot. Said parking lot cannot be used for any purpose other than its intended use. Rental of the parking lot alone is not allowed.

Subject to the above, members and residents may rent any of the Centers during the hours of 10 AM to 12:00 AM (midnight) for a 4-hour minimum and 8-hour maximum, 7 days a week. The only exception to the contractual hours will be made for New Year's Eve when contractual hours may be extended until 1 AM.

II. CONTRACT PROCESS

In order to be eligible to rent a Center, the applicant must provide proper identification to prove membership or residency in KROC to the satisfaction of management.

Applicants must sign KROC's standard contract in order to rent any of the Centers and must pay all of the required fees by secured funds (i.e., money order, credit card or cashier's check). Management will not accept cash or personal checks as payment for any rental or security fees. Management shall approve or deny all requests for private rentals and make sure all rental requests are compliant with the terms of this policy. A copy of KROC's standard contract is attached.

The applicant may allow a friend or family member to use the Center during the rental period. At the time of contract, the applicant must disclose the friend or family member utilizing the center and provide their contact information. This does not negate the applicant’s responsibilities for payment, damage or compliance to the terms of the rental contract.

Management shall not reserve a Center for an applicant until the applicant does all of the following: a) pays the security deposit, a non-refundable cleaning fee, and 50% of the hourly usage fee, and b) submits a signed contract and related forms. All rentals are subject to a preliminary inspection of the Center with a member of management.

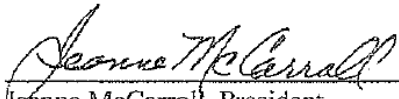
Members may only engage in one rental contract at a time and will not be eligible for a second rental until the first has been concluded or has been canceled.

The Board shall establish the amounts of the security deposits, cleaning fees, and usage fees at its discretion. Anyone who signs a contract for a rental of any of the Centers shall be entitled to pay the fees in effect at the time they signed the contract.

Applicants may elect to obtain security services at their expense through KROC.

EFFECTIVE DATE OF RESOLUTION

The policy was approved on this 4th day of November 2020 by the Kingstowne Residential Owners Corporation Board of Trustees.



 Jeanne McCarroll, President
 Board of Trustees
 Kingstowne Residential Owners Corporation

| Policy Name | Number | Approved | Revised |
|--|--------|------------------|------------------|
| | | | |
| Rental of Community Centers | 13 | | November 4, 2020 |
| Policy Concerning the Rental of Kingstowne’s Community Centers | 00-1 | | November 1, 2006 |
| Policy Concerning the Rental of Kingstowne’s Community Centers | 99-1 | | February 9, 1999 |
| Use of the Kingstowne Community Centers | 13 | | November 4, 1997 |
| Use of the Kingstowne Community Center | 13 | December 5, 1989 | |

**CONTRACT FOR RENTAL OF
KINGSTOWNE RESIDENTIAL OWNERS CORPORATION
SNYDER CENTER**

THIS CONTRACT is made this <date>, by and between **KINGSTOWNE RESIDENTIAL OWNERS CORPORATION**, hereinafter referred to as "KROC" and <rentername> of <address>, phone number <phonenumber> (additional contact number _____) and email, <emailaddr>.

WITNESSETH

For other good and valuable consideration, receipt of which the parties hereby acknowledge, the parties hereto agree as follows:

1. Place, Date and Time of Use:

a. The Renter shall rent the <facility> Center between the hours of <hours> for the purpose of a <event> utilizing a <setupdescr> setup.

b. Renter shall be entitled to the use of the ballroom, decks, bathrooms, kitchen and closet areas located on the main floor of the Center. No other areas are permitted for use.

c. NOTE: It is specifically noted that for rentals of the Snyder Center that Renter acknowledge that parking for this facility is LIMITED and restricted to the area directly in front of the building and includes overflow parking on Lake Village Drive. Renter acknowledges any attendees parking vehicles in the adjacent residential neighborhood are subject to towing at vehicle's owners expense. Please notify all anticipated guests of this information.

d. The Renter shall enter and depart the Center in strict conformance with the time, as set forth above. No exceptions shall be made, regardless of whether the Renter begins his/her event on time. Access to the facility will be provided by the rental event staff member designated by KROC. Unauthorized access to the facility will result in the forfeiture of your security deposit.

2. Fees and Cancellation Rights:

When the Renter tenders the signed contract, the Renter shall pay the security deposit, the non-refundable cleaning fee, and 50% of the total hourly usage fee. The Renter must pay the balance of the hourly usage fee and finalize any revisions to the contract not later than <deadline>. The Renter shall be solely responsible for all payments made under this Contract. KROC shall not accept payments from any other party.

If Renter wishes to cancel the contract, written notification must be provided to KROC **14 days prior** to the rental date. In the case of such cancellation KROC shall refund 100% of all pre-paid sums.

3. Certification by Renter:

The signatory(s) hereby certifies that he/she/they is/are the party responsible for the event. This contract is non-transferable.

4. Renter's Duties at Event:

- a. Renter shall notify KROC at least 24 hours prior to the beginning of the rental period if the Renter has invited anyone who would require assistance in entering or exiting any portion of the Center due to a disability.
- b. Renter must sign-in with the KROC Event Staff prior to the beginning of the function and remain physically present in the Center at all times during the term of the rental period. Alternatively, the Renter may authorize a designee to perform these responsibilities (and the responsibilities expressed in Paragraph 7 regarding pre-and post-use inspections of the Center) on behalf of the Renter. If applicable, the name and contact of the designee is:

Name: _____
Address: _____

Phone: _____
Email: _____

Nothing herein changes the responsibilities of the Renter. Regardless of any grant of authorization to a designee, the Renter remains the responsible party under this Agreement.

- c. Renter must notify guests that for rentals of the Snyder Center parking is LIMITED and restricted to the area directly in front of the building and includes overflow parking on Lake Village Drive. Renters are further informed that any attendees parking vehicles in the adjacent residential neighborhood are subject to towing at vehicle's owners expense.
- d. Renter shall not charge attendees any fees of any sort for admission, food, alcohol, or any other service to include products or political donations.
- e. Renter must provide 1 chaperon for every 10 attendees under the age of 18; chaperons must be over age of 21.
- f. Renter shall not place audio speakers or any other heavy electrical equipment on the hardwood floor of the Snyder Center without the prior approval and supervision of KROC management.
- g. KROC provides tables and chairs. If Renter desires to bring additional furniture or equipment of any kind to the Center, the Renter must a) obtain prior written approval from management and b) ensure that the item is appropriately padded at the bottom in order to protect the floor from being scratched or marked. Bringing in such items without prior approval may result in forfeiture of the security deposit.
- h. Under no circumstances may Renter remove or permit to be remove any furniture or other equipment belonging to KROC from the Center. Renter also must remove all non-KROC property from the Center after the rental period.
- i. Renter shall not install any objects such as nails, tacks, staples tape of any kind to any wall or flooring; candles or any other substance that causes permanent marking or damage on the walls or wall paper of the Center, including, but not limited to, finger paints, glue, or glitter. Renter must fully remove all of their materials, decorations,

equipment or trash at the end of the rental of the Center. Structural or electrical alterations to the Centers are strictly prohibited.

- j. Renter shall not bring acids or any other material that is flammable, toxic, or presents any potential for damage to the Center. Decorative candles, sparklers, fog machine and items of this nature are strictly prohibited from use within any Center. The usage of birthday candles less than three inches and “sterno” food warmers will be permitted as they are in use for a short time period.
- k. Renter must comply with the Fairfax County noise ordinance, which is incorporated herein by reference. Noise levels after **11:00 p.m.** must not be audible outside of the Center. Due to the proximity of the Snyder Center to adjacent residential areas, compliance to this ordinance is mandatory and enforceable by the Fairfax County Police.
- l. Renter shall keep all doors and windows to the Center closed for the duration of the function to minimize the amount of noise, which may be audible to the surrounding community.
- m. Renter and his/her guests shall not congregate outside the Center at any time during or after the event.
- n. Renter shall limit access to the Center to invitees only and shall not allow access to anyone else. At the Snyder Center, Renter shall limit the number of attendees to those planned for in the contract and shall not exceed 150 people.
- o. Renter and his/her guests shall not smoke inside the interior of any Center. Smoking is permitted outside and appropriate smoking disposal containers must be used.
- p. Renter shall control behavior of all attendees and bear full responsibility for their conduct, including financial responsibility for rectification of damages to the Center or any other form of violation.
- q. Before vacating the Center, Renter shall be responsible for the proper disposal of all food, party decorations and trash. Renter must dispose of all refuse in appropriate containers. **(Renter is not responsible for breaking down tables or chairs at the conclusion of the event.)**
- r. To the extent applicable, Renter is responsible for obtaining any and all licenses that the Virginia Department of Alcoholic Beverage Control may require for the service of alcoholic beverages in the Center. Renter is responsible for ensuring that persons under the age of 21 or who are visibly intoxicated are not served alcohol at the Center.

5. Termination of Event:

If management determines that Renter is engaged in a willful, egregious act of violation of any of the duties listed above, management may terminate the event before the end of the rental period, keep the security deposit and all paid fees, and suspend the Renter’s right to rent the Centers again.

6. Departure:

The Renter must depart the Center in strict conformance with the Contract. Failure to do so shall result in forfeiture of the a) security deposit and b) right to rent the Center again in the future. In addition, management shall contact the Fairfax County police department to disburse the crowd and press trespass charges.

7. Inspections and Remedies:

Prior to the rental period, the Renter and management will conduct a pre-use inspection of the Center and shall prepare a report of any conditions at the site that pre-existed the rental of the Center. After the rental period, management will conduct a post-use inspection of the Center and prepare a report that will note any breaches of contract and related deductions from the security deposit, if any. If none, management will refund the security deposit to Renter within 21 days of the date of the event.

If Renter breaches any of his/her duties or damages the Center, KROC reserves all of its rights, including, but not limited to: a) deducting from the security deposit for each specific violation of a particular paragraph listed in Section 4 (when tangible damages do not result), b) deducting for all costs and fees from the security deposit associated with rectification of any tangible damage, c) seeking payment of all costs and fees, including legal fees, in excess of the security deposit to rectify any tangible damage, and/or d) revoking Renter's right to rent the Centers again. Management shall make all such determinations in its own discretion.

If the Renter disagrees with management's determinations, he/she may appeal to the Board of Trustees by filing an appeal in writing within 10 days of date of the completion of the report. The Board will schedule a hearing to review the matter and make a final decision.

8. Indemnification of KROC:

As expressed in Section 4n, the Renter bears full responsibility for his attendees; accordingly, Renter shall indemnify KROC, its Board of Trustees, officers, agents, and employees against any and all defense costs and fees or judgment liability arising from any claim or lawsuit brought by a third party arising out of the Renter's rental of the premises.

9. Limitation of Liability:

KROC's maximum liability under this Contract shall be the return of the sums paid by Renter.

10. Event Staff:

KROC hires an Event Staff for the sole purpose of ensuring that the Renter and his/her guests do not damage the property of KROC. The Event Staff is not hired for the purpose of providing security for the Renter, his/her guests, or their property. The Event Staff bears no responsibility to intervene in any physical altercation that may occur which involves either the Renter or his/her guests; accordingly, the Renters and his/her guests utilize and occupy the premises solely at their own risk.

Renter may elect to obtain security services through KROC at his/her expense at the rates set forth by the agency contracted to perform the work. The current rate is <securityrate> per hour.

11. Choice of Law/Venue:

The parties shall interpret and enforce this Contract in accordance with the law of the Commonwealth of Virginia. Any claim or cause of action arising out of or connected with the Contract shall be adjudicated in either the U.S. District Court for the Eastern District of Virginia, Alexandria Division (provided a statutory basis for federal jurisdiction exists) or the Circuit Court

of Fairfax County, Virginia. The parties hereto waive all defenses or objections to the jurisdiction of said courts or to such venue.

12. Amendments:

The terms specified herein constitute the entire agreement between the parties. KROC shall not be bound by any alleged promises, representations or agreements except as herein expressly set forth. Management shall not have any authority to amend this Contract, except in writing.

13. No Warranty:

KROC does not warrant that its Centers are suitable for any particular purpose, nor does KROC warrant any condition on the premises. The Renter agrees that he/she has had an opportunity to examine the premises; that KROC is not responsible for any notification of any defects within the premises; and that he/she will accept the premises in an "as is" condition.

14. Incorporation of Legal Documents:

All remedies for enforcement of the Declaration of Covenants, Conditions and Restrictions are hereby incorporated by reference. In addition, the Renter shall bear full responsibility of all attorney's fees and costs incurred by KROC to enforce this contract. If KROC must seek legal action to recover damages in excess of the security deposit, all sums due shall bear interest at the rate of 18%, per annum.

Signature: _____
Renter

Signature: _____
Designee (If Applicable)

Address: _____

Kingstowne Residential Owners Corporation

By: _____
Name

For general inquires or directions, please review www.kingstowne.org or contact the Business Office during regular business hours 703-922-9477 from 9AM to 5:30PM Mon-Friday)

**KINGSTOWNE RESIDENTIAL OWNERS CORPORATION
COMMUNITY CENTER RENTAL
RATE SHEET**

Event Information:

| | | | |
|----------------------|-----------------|-----------------------|-------------|
| Date of Event: | <EventDate> | Time: | <EventTime> |
| Location: | <EventLocation> | Kitchen to be Used: | <Kitchen> |
| Expected Attendance: | <Attendance> | Alcohol to be Served: | <Alcohol> |
| Set up: | <SetupDescr> | | |
| Catered Event: | <Catered> | | |
| Additional info: | <ContractInfo> | | |

Charges:

| | | |
|---------------------------------------|----|-----------------|
| Room Fee: (<Duration>) | \$ | <RoomFee> |
| Cleaning Fee: | | <CleaningFee> |
| Security Guard: (<GuardDuration>) | | <SecurityGuard> |
| | | ----- |
| Subtotal: | \$ | <Subtotal> |
| Security Deposit | \$ | <Security> |
| | | ----- |
| Total Fee Including Security Deposit: | \$ | <TotalFee> |

If the Total Fee shown above has not been paid by <Deadline>, this reservation will be canceled by KROC.

If this reservation is canceled by the Contract Holder after <Deadline>, 50% of the Security Deposit will be forfeited.

Receipt:

This acknowledges that on <ReceiptDate>, KROC received <AmountPaid> from <Renter> to reserve the Kingstowne <EventLocation> Center from <hours> for <EventType>. <BalanceDue>

KROC

*Weekend on call Staff for (Rental Events): Angela Pollard/Rita Grinnell – 703-862-4103
Weekend on call Staff for (Facility Issues): Jim Henderson – 703-926-5743*