

**** THE KEY MUST BE PICKED UP NO LATER THAN 12:00 P.M. (NOON) ON THURSDAY OR FRIDAY FOR WEEKEND RENTALS. THE OFFICE IS NOT OPEN ON SATURDAY OR SUNDAY. ****

MCNAIR FARMS COMMUNITY ASSOCIATION, INC.

2491 McNair Farms Road, Herndon, VA 20171, Phone (703) 713-6111 Fax (703) 713-6164 Email: iketterman@capitolcorp.com
www.mcnaifarms.org

CONTRACT FOR RENTAL OF MCNAIR FARMS PARTY ROOM

THIS CONTRACT is made this _____ day of _____, _____, by and between MCNAIR FARMS COMMUNITY ASSOCIATION, hereinafter referred to as "ASSOCIATION" and _____ of the following address _____ and phone numbers _____ (home) and _____ (office.)

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 Clubhouse Party Room on _____, _____, beginning at _____ and ending at _____ (*Parties cannot exceed past 11p.m.*)

For the purpose of:

b. The Renter shall use the room for setup, decorating, and departing during the hours specified above only. Renter will be responsible for additional rental fees for any time the Club is used before or after the time frame specified above.

c. The Renter shall depart the Club in strict conformance with the ending time, as set forth above. No exceptions shall be made, regardless of whether the Renter begins his/her event on time.

2. Fees and Cancellation Rights:

When the Renter tenders the signed contract, the Renter shall pay the security deposit and the room rental fee. The Renter shall be solely responsible for all payments made under this Contract. THE ASSOCIATION SHALL NOT ACCEPT PAYMENTS FROM ANY OTHER PARTY.

If Renter wishes to cancel the contract, Renter must send written notice to the Association more than 15 days prior to the rental date. In case of such cancellation, The Association shall refund one-half of all pre-paid sums within 10 days following the date of receipt of notice of cancellation.

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: (continued)

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- a. Renter must remain physically present in the Club at all times during the term of the rental period.
- b. Renter shall not charge attendees any fees of any sort for admission, food, alcohol, or any other service or product.
- c. Renter must provide 1 chaperon for every 10 attendees under the age of 18; chaperons must be over age of 21.
- d. Renter shall not install any objects such as nails, tacks, scotch tape, candles or any other substance that causes permanent marking or damage on the walls or wall paper of the Club, including, but not limited to, finger paints, glue, or glitter. Renter must fully remove all of their materials, decorations or equipment at the end of their rental of the Club. Structural or electrical alterations to the Club are strictly prohibited.
- e. Renter shall not bring acids or any other material that is flammable, toxic, or presents any potential for damage to the Club. Candles are strictly prohibited from use within the Club.
- f. Renter must comply with the Fairfax County ordinance, which is incorporated herein by reference. Noise levels after 11:00 p.m. must not be audible outside of the Club. The use of fireworks and excessive loud music are prohibited.
- g. Renter shall keep all doors and windows to the Club closed for the duration of the function to minimize the amount of noise, which may be audible to the surrounding community.
- h. Renter and his/her guests shall not congregate outside the Club after the event.
- i. Renter shall limit access to the Club to invitees only and shall not allow access to anyone else. Renter shall limit the number of attendees in the Clubhouse to 100.
- j. Renter and his guests shall not smoke in the Clubhouse. A designated Smoking Area is located outside of the Clubhouse Building, which is accessible from the Clubhouse Party Room.
- k. Renter shall control behavior of all attendees and bear full responsibility for their conduct, including financial responsibility for rectification of damages to the Club or any other form of violation.
- l. Renter shall be responsible for proper disposal of all food, party decoration, trash, and personal property from the Clubhouse at the end of the use period and for the cleaning of the Clubhouse Party Room. The cleaning instructions are attached as Exhibit "A", which are incorporated by reference as if fully set forth herein. **THE CONTRACT HOLDER ACKNOWLEDGES AND AGREES THAT IF THE CLUBHOUSE PARTY ROOM IS NOT CLEANED AFTER THE USE PERIOD OF THE SAME DAY, THE CONTRACT HOLDER SHALL FORFEIT \$300 OF HIS OR HER SECURITY DEPOSIT TO THE ASSOCIATION.**

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 Club again.

6. Departure:

The Renter must depart the Club 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 Club 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:

After the rental period, management will conduct a post-use inspection of the Club 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 10 days of the date of the event. If Renter breaches any of his duties or damages the Club, the Association reserves all of its rights, including, but not limited to: a) deduction from the security deposit for each specific violation of a particular paragraph listed in Section 4 (when tangible damages do not result) and/or b) deduction for all costs and fees from the security deposit

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associated with rectification of any tangible damage. 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 Directors 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 McNair Farms Community Association:

The Renter bears full responsibility for his attendees; accordingly, Renter shall indemnify the Association, its Board of Directors, 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:

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

10. Security:

The Association reserves the right to retain a security service to provide security at any event to be held in the Party Room. If the Association chooses to retain a security service to perform security services at a rental event, the renter shall be responsible for paying all costs associated with retaining the security service, which costs must be paid prior to the event.

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 Agreement shall be adjusted in either the U.S. District Court of the Eastern District of Virginia, Alexandria Division, or the Circuit Court or General District Court of Fairfax County.

12. Amendments:

The terms specified herein constitute the entire agreement between the parties. The Association shall be 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:

The Association does not warrant that its Club is suitable for any particular purpose, nor does the Association warrant any condition on the premises. The Renter agrees that he/she has had an opportunity to examine the premises; that the Association 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:

The Association reserves all rights under its governing documents and the law to enforce the terms of his Agreement. In addition, the Renter shall bear full responsibility of all attorneys' fees and costs incurred by the Association to enforce this contract. If the Association 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.

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I, THE UNDERSIGNED, HAVE FULLY READ, UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS STATED HEREIN. I ALSO ACKNOWLEDGE THAT I AM FULLY RESPONSIBLE FOR ANY DAMAGES OR COSTS INCURRED DURING THE PERIOD FOR WHICH I HAVE RESERVED USE OF THE CLUBHOUSE, INCLUDING ANY CHARGES THAT EXCEED THE AMOUNT OF THE SECURITY DEPOSIT.

Signature: _____ Date: _____
(Renter)

Print Name: _____
and Address: _____

McNair Farms Community Association, Inc.
By: _____ (Name) (Title)

**MCNAIR FARMS COMMUNITY ASSOCIATION
CLUBHOUSE PARTY ROOM RENTAL FORM
RATE SHEET
Effective 01/01/2012**

Party Room
Security Deposit \$300 (refundable)
Weekday Rental Fee: \$75/ hour (2 hour minimum/ not refundable)
Weekend Rental Fee: \$100/ hour (4 hour minimum/ not refundable)
Checks made payable to "MFCA"

Rental Hours:

Availability between 7 a.m. – 11 p.m.

PARTIES CANNOT EXCEED THE CONTRACTED TIME.
FAILURE TO COMPLY WILL BE LOSS IN YOUR \$300 SECURITY DEPOSIT!

* The Association reserves the right to retain a security service to provide security at any event to be held in the Party Room. If the Association chooses to retain a security service to perform security services at a rental event, the renter shall be responsible for paying all costs associated with retaining the security service, which costs must be paid prior to the event. In order to secure a room reservation, a signed contract, and a copy of license proving residence in McNair Farms must be provided to the Association with the following payments (2 separate checks made payable to MFCA): security deposit and the rental fee. The balance of the rental fee must be paid on the day of this signed contract.

Renters Initials _____