

**\*\*THE KEYS MUST BE PICKED UP NO LATER THAT 12:00 P.M. (NOON) ON THURSDAY OR FRIDAY FOR WEEKEND RENTAL. 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: [myafi@capitolcorp.com](mailto:myafi@capitolcorp.com)  
www.mcnairfarms.org

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**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 \_\_\_\_\_ ("Renter") and phone numbers \_\_\_\_\_ (cell/home) and \_\_\_\_\_ (office.)  
Email address \_\_\_\_\_

**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 ("Club") on \_\_\_\_\_, \_\_\_\_\_, beginning at \_\_\_\_\_ and ending at \_\_\_\_\_ (*Parties cannot exceed past 10 p.m. on Sunday through Thursday and 11 p.m on Friday through Saturday.*)

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. Set-up shall be included in booking time, unless other arrangements are made in writing directly with the Association. All Renter's guests, caterers, musicians and vendors shall be out of the Rented Room one-half (1/2) hour after the event's scheduled ending time, unless prior arrangements have been made.

d. Renter is:

\_\_\_-an owner of \_\_\_\_\_ (address) within the Association.

\_\_\_-a tenant of \_\_\_\_\_ (address) within the Association. **If a renter, you must have your landlord sign below to acknowledge his or her permission for your rental.**

**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.

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If Renter wishes to cancel the contract, Renter must send written notice to the Association more than 30 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)**

- a.** Renter must remain physically present in the Club at all times during the term of the rental period.
- b.** Association dues must be current at the time of booking and maintained current until the date of event.
- 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 AND BE RESPONSIBLE FOR ANY OTHER CLEANING EXPENSES INCURRED BY THE ASSOCIATION PLEASE READ CAREFULLY THE POST-USE CLEANING REQUIREMENTS**

### **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 may contact the Fairfax County police department to disburse the crowd and press trespass charges.

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### **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 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 (and Owner if different) bears full responsibility for his attendees and shall defend, hold harmless and indemnify the Association, its Board of Directors, officers, agents, and employees against any and all defense costs and legal fees (whether an actual lawsuit or claim is brought) and/or judgment, fines, expenses (including but not limited to deductibles), or liability arising from any claim, demand, proceedings 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. Supervision:**

The Association reserves the right to retain a service to provide supervision at any event to be held in the Party Room. If the Association chooses to retain such a service at a rental event, the renter shall be responsible for paying all costs associated with retaining the service, which costs must be paid prior to the event. Renter understands that providing such supervision is solely for the protection of the Premises and that it is not being offered for the purpose of ensuring anyone's personal security or safety nor shall it relieve the Renter from Renter's obligations hereunder.

### **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

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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 or otherwise defend against claims associated with 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.

**15. Alcohol Use**

By law, no one under 21 may consume or taste alcoholic beverages. Renter agrees and warrants that there shall be no consumption of alcohol by persons under age 21. Further, renter shall monitor all service, if any, of alcohol and specifically acknowledges that renter is solely liable for the consumption and resulting actions from the consumption of alcohol by any person on the premises and that such liability shall extend to any aspect regarding the consumption of alcohol.

The Association or any representative of Association may ask guests for identification to verify age. Association reserves the right to ask the entire party to leave if (1) a minor is consuming alcohol; (2) an adult is providing alcohol to a minor; or (3) a guest or guests appears intoxicated and/or is causing a disturbance on the Premises.

All alcohol must be consumed inside the premises. No alcohol is permitted anywhere outside of the main building. This includes outside the front door, the parking lots, and rear of building. Only packaged liquor may be consumed. No "punch", "kool-aid" or any other drinks mixed by anyone other than the approved caterer is allowed.

Only caterers and persons holding the appropriate liquor licenses and permits pre-approved by Association will be authorized to dispense alcohol.

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

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

(Renter)

Print Name: \_\_\_\_\_

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

Driver's License # \_\_\_\_\_

Owner (if not the Renter)

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

Print Name: \_\_\_\_\_

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

Cell Phone: \_\_\_\_\_

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McNair Farms Community Association, Inc.

By: \_\_\_\_\_ (Name) (Title)

**MCNAIR FARMS COMMUNITY ASSOCIATION  
CLUBHOUSE PARTY ROOM RENTAL FORM  
RATE SHEET**

**Effective 08/01/2017**

Party Room

Security Deposit \$300 (refundable)

Weekday Rental Fee: \$75/ hour (3 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. – 10 p.m – Sunday to Thursday.

7 am – 11 pm – Friday and Saturday.

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

**BE AWARE THE COOMUNITY ROOM HAS CAMERAS INSTALLED IN THE ROOM  
AND THERE WILL BE A FINE (\$300) IF THE PARTY'S CONTINUE AFTER 11 PM ON FRIDAY  
AND SATURDAY OR AFTER 10 PM FROM SUNDAY TO THURSDAY.**

\* The Association reserves the right to retain a service to provide supervision at any event to be held in the Party Room. If the Association chooses to retain such a service at a rental event, the renter shall be responsible for paying all costs associated with retaining the 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.

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**Renters Initials** \_\_\_\_\_