

Fairfax Center Recreation Association, Inc.
Community Room Reservation Application and Agreement

(This form must be completed and signed by applicant(s))

Name of Owner/ Resident (s): _____

Address: _____

Phone: (Home) _____ (Work) _____

(Mobile) _____ (Email) _____

Date Requested: _____

Time Requested: _____

Type of Activity or Event: _____

Anticipated number of attendees: _____

(Checks shall be made payable to Fairfax Center Recreation Association, Inc.)

Personal Check #: _____

Amount: _____

NOTE:

Effective July 1st, this signed Community Room Reservation Application and Agreement accompanied by payment should be delivered to:

Fairfax Center Recreation Association, Inc.
c/o Service First Management & Consulting, Inc.
12084 Cadet Court
Manassas, Virginia 20109

The Community Room will be reserved only if: The applicant is an eligible Owner or Resident, as determined under this Agreement by the FCRA Board of Directors; The Community Room is available for the specified date and time; and, The FCRA has received an original signed application with the check attached. If the application is rejected, the payment shall be returned.

Rates for Reserving the Community Room

<u>Rental Fee (Non-refundable)</u>	\$ 100.00
<u>Security Deposit</u>	\$ 200.00

Initials of Owner(s) _____

Initials of FCRA Rep. _____

Date _____

Authorized Users

- An applicant may not reserve the use of the Community Room unless the applicant is an Owner or a Resident (“Owner/ Resident”) over the age of 21 who is in good standing.
- An “Owner” and a “Resident” shall have the same meanings as those established in the Declaration for the Fairfax Center Recreation Association (“FCRA” or “Association”).
- “Good standing” means that the Owner/ Resident is not delinquent in paying assessments to the FCRA. The delinquency starts to run from the first day of every month. “Good standing” shall also mean that the Owner/ Resident is not in violation of the governing documents or the Rules and Regulations for the Association.
- The Board of Directors (“Board” or “Board of Directors”) or any other committee designated by the Association shall have priority in reserving use of the Community Room; provided that the reservation relates to Board or committee-related activities, as determined by the Board of Directors for the Association.
- An Owner/ Resident may reserve the Community Room for all private activities or events (“Event” or “Events”) except for Events that can be characterized as nonresident functions, commercial events or political events, as determined by the Board of Directors for the Association.

Reserving the Community Room

- The Community Room may be reserved Monday through Thursday between the hours of 8:00 AM to 11:00 PM. On Friday, Saturday, Sunday and federal or state Holidays, the Community Room may be reserved between the hours of 8:00 AM to 1:00 AM. There is a five hour time limit on all Events (including the requisite time for setting up for and cleaning up after an Event).
- In order to reserve the Community Room, an Owner/ Resident shall complete this Community Room Reservation Application and Agreement (the “Agreement”) and shall remit payment of the Rental Fee and the Security Deposit. A personal check shall be used for remittance of the Rental Fee and the Security Deposit. Checks shall be made payable to “Fairfax Center Recreation Association, Inc.” A check returned for insufficient funds will cause the reservation to be cancelled and applicable bank charges shall be charged to the Owner/ Resident.
- Members of the Board of Directors or any other committee designated by the Association who reserves the Community Room for Board or committee-related activities shall be required to complete this Agreement. However, the Rental Fee and the Security Deposit will be waived if the reservation is made for Board or committee-related activities of the Association.

- All reservations of the Community Room shall be made at least two weeks prior to an Event; except that the Board of Directors, in its discretion, may waive this requirement and charge the Owner/ Resident an additional \$25.00 handling fee. The additional handling fee will be waived if the reservation is made by a Member for Board or committee-related activities.
- Immediately before each reservation, the management agent or designated representative of the FCRA Board of Directors shall inspect the Community Room according to a standard checklist. The checklist will be used to re-inspect the Community Room following the Event. If the Community Room is in its original condition, the Security Deposit will be refunded. If the Community Room is not in its original condition, the cost of restoration will be deducted from the Security Deposit.

Cancellations

- In the event of a cancellation prior to the occurrence of an Event (“Cancellation”), the Security Deposit (\$200.00) will be fully refunded.
- The Rental Fee (\$100.00) is a non-refundable expense and will not be returned to the Owner/ Resident; even in the event of a Cancellation.

Use of the Community Room

- The Owner/ Resident agrees to be in attendance at all times during an Event and is responsible for each attendee’s compliance with the FCRA’s Rules and Regulations. The Owner/ Resident shall assume full responsibility for any loss or damage to the building, furniture, furnishings and equipment and for the proper conduct of attendees while they are on the premises of the Community Room whether inside or outside of the building. The Event will be immediately terminated if the Owner/ Resident is not in attendance at any time during the Event.
- The Owner/ Resident agrees to comply with any and all Fairfax County Noise and Nuisance Ordinances. The Owner/ Resident agrees to monitor the conduct of the attendees in order to avoid disturbing other residents. The Security Deposit may be forfeited if police are summoned to a disturbance at an Event.
- The Owner/ Resident is responsible for the actions of all individuals who enter the Community Room during the Event. Therefore, steps should be taken by the Owner/ Resident to prevent uninvited individuals from entering the Community Room. The Owner/ Resident agrees to and understands that members of the FCRA Board of Directors and the management agent have the right to enter and view the premises at any time during the Event.

Initials of Owner(s) _____ *Initials of FCRA Rep.* _____ *Date* _____

- No more than 44 people may attend an Event in the Community Room.
- An Owner/ Resident shall not advertise or charge attendees for attendance at an Event.
- Beverages in glass containers may not be served or consumed outside of the Community Room. In addition, the Owner/ Resident agrees to and understands that those present at an Event must comply with the laws and licensing requirements of the Commonwealth of Virginia and Fairfax County pertaining to the service, sale and use of alcoholic beverages. The use of any alcoholic beverages by minors on the Community Room premises is strictly prohibited.
- Smoking inside the Community Room is strictly prohibited. The Owner/ Resident agrees to dispose of all cigarette butts left on the premises of the Community Room at the end of an Event.
- Chairs, tables or other equipment belonging to the FCRA may not be removed from the Community Room.
- The Community Room must be cleaned immediately following an Event. All garbage must be removed from the Community Room after an Event and disposed of in accordance with the FCRA Rules and Regulations. Failure to clean the Community Room or to dispose of garbage may result in a loss of any or all of the Security Deposit.
- The Owner/ Resident agrees to comply with all applicable federal, state and local laws and with all of the above rules and regulations.

NOTE:

This Agreement is for the reserved use of the Community Room. In the event that the FCRA fails to fulfill its obligations under this Agreement, the FCRA's liability for damages is limited to the amount of the Rental Fee. If more than one individual constitutes the Owner/ Resident, the singular context will be construed to be plural wherever necessary and the covenants of the Owner/ Resident will be the joint and several obligation of the individual resident Owner/ Resident thereof.

Initials of Owner(s) _____ Initials of FCRA Rep. _____ Date _____

APPLICANT(S):

I (We) hereby acknowledge that I (We) have read and agree to the terms and conditions of this Agreement. I (We) agree to be bound to the requirements and terms and conditions established by this Agreement. If there is damage to the Community Room in excess of the Security Deposit, I (We) will pay the additional charges; any such charges are collectible in the same manner as an assessment against my (our) lot or unit. I (We) agree that should I (We) fail to pay the damage to the Community Room in excess of the Security Deposit and the FCRA must file suit in Fairfax County, VA to enforce this Agreement, I (We) will pay the FCRA's attorneys' fees and costs.

I (We) hereby indemnify and hold the FCRA, its members, officers, employees, guests and agents harmless from any and all liabilities, suits, judgments, costs and expenses, including attorneys' fees, arising from the performance of this Agreement or any act, omission, or negligence.

Signature: _____

Date: _____

Printed Name & Address:

Signature: _____

Date: _____

Printed Name & Address:

To be completed by FCRA representative only

Approved by: _____

Title: _____

Date: _____

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Initials of Owner(s) _____ Initials of FCRA Rep. _____ Date _____