

Recreation Committee, Inc.

Clubhouse Rental Policy Resolution

WHEREAS, the Recreation Committee, Inc. (“RCI”) was established by the Easement Agreement recorded in Deed Book 4039, Page 87 among the land records of Fairfax County;

WHEREAS, paragraph 2 of the Easement Agreement establishes, creates and grants to all owners in Reflection Homes and Lake Homes Associations (collectively the “Associations”) membership and mutual, non- exclusive rights, privileges and easements of enjoyment on equal terms, in common with all other Owners of Living Units, in and to the use of Recreation Area and the Recreation Facilities;

WHEREAS, paragraph 2 of the Easement Agreement states that the membership and easement are subject to the right of the Committee to establish reasonable rules and regulations for the use of Recreation Area and the Recreation Facilities which shall be applied on a uniform and nondiscriminatory basis to all Owners of Living Units;

WHEREAS, section 6(j)(i), of the Easement Agreement provides the Committee with the power to adopt and publish rules and regulations covering the use of the Recreation Area and Recreation Facilities and the personal conduct of the Owners of Living Units thereon, and to establish penalties for the infractions thereof; and

WHEREAS, the Recreation Committee, Inc. has determined that it is in the best interests and consideration of all residents to establish rules for renting the private Community Room at 13351 Parcher Avenue, Herndon, VA 20170 (herein referred to as “the Clubhouse”).

NOW, THEREFORE BE IT RESOLVED, THAT the Recreation Committee, Inc., adopts this Clubhouse Rental Policy.

I. RULES AND REGULATIONS

1. All recreation facilities including the pools, playgrounds, green spaces, and the Clubhouse (“RCI facilities”) are for fair-weather use only.
2. Only RCI homeowners in good standing, current in all assessments, are eligible to rent the Clubhouse.
3. RCI members are responsible for all guests, and the member must be present during the entirety of the rental.
4. RCI facilities will be closed for rentals under the following circumstances:
 - a. When Fairfax County public schools are closed during the school year due to inclement weather or extraordinary circumstances,
 - b. As restricted by the Pool Lifeguards or RCI members due health and safety concerns,
 - c. For scheduled swim meets or Reflection Riptide Swim Team events,
 - d. For scheduled LHA, RHA, and RCI events or Associations’ Board meetings,
 - e. For RCI-sponsored community events,
 - f. During inclement weather, e.g., prolonged and/or heavy rain, thunder and lightning, and snow and ice storms, and

- g. During and after snow or ice storms, and if/when the parking lot is not subsequently cleared of snow and ice, rendering it unsafe for use.
- 5. Reservations for the RCI Clubhouse shall be on a “first come, first served” basis for member social functions and may be made no more than one year in advance. As outlined in paragraph 5, Associations Board Meetings, Committee Meetings, Swim Team events, and Social Committee-related functions have first priority for scheduling purposes.
- 6. In cases where cancellations of the Clubhouse rental are due to inclement weather, the renter can reschedule the rental if the Clubhouse is available or obtain a full refund of any payments made to secure rental of the Clubhouse.
- 7. The Recreation Building is not available for the purpose of worship meetings or services of any religion, church, religious body, faith group, tribe, culture or movement.
- 8. Any misuse of the facilities will be reported to the RCI, and the renter may forfeit the current rental and any future rental opportunities. The renter understands that the Clubhouse may be monitored via security cameras.
- 9. The following table shows the maximum occupancy allowed by safety regulations set forth by the Fire Marshal. If any renter is found to exceed the maximum occupancy, the renter will forfeit the current rental fee and deposit payment and must vacate the premises immediately.

Location	Maximum Occupancy
Community Room (including kitchen)	38

- 10. The following table shows the hours during which the Clubhouse may be used.

Days	Hours
Sunday through Thursday	9:00 AM to 10:00 PM
Friday and Saturday	9:00 AM to Midnight

- 11. Rental of the Community Room does not include the pools or deck area.
- 12. The Clubhouse, i.e., the Community Room, kitchen, entrance hallway, and bathrooms, the area in front of the building and adjoining sidewalk, the parking lot, pool deck, and all other contiguous RCI grounds are **TOBACCO-, VAPING-, DRUG-, and ALCOHOL-FREE ZONES.**
- 13. To determine whether the Clubhouse is available for a function in accordance with the criteria set forth in this document, contact the RCI property manager.
- 14. Upon receipt of the completed **Clubhouse Rental Policy Resolution** and payment of all required deposits, RCI shall have a period of up to ten (10) business days to review the application for

approval or disapproval, based upon whether the resident is in good standing, the request is in compliance with the usage criteria set forth above, and the Clubhouse is available.

15. Renters are requested to have a walk-through inspection of the premises with RCI's property manager or an RCI Board member prior to the reservation date. This is to ensure the potential renter that the condition of the Community Room and equipment is clean and orderly. Note the thermostat setting. At the conclusion of the renter's event, the thermostat must be returned to the temperature setting as was originally noted during the pre-event walk-through.
16. Due to the overwhelming volume of requests to reserve the Clubhouse during the month of December, a lottery may be used to select applicants; therefore, applications for use of the Clubhouse during the month of December must be received by October 20.
17. The lottery for these applications will be conducted on or about November 1 of each year. Applicants selected by lottery to reserve the Clubhouse will be contacted by the RCI property manager via e-mail upon completion of the lottery drawing each year.
18. Applicants who are not selected will have an opportunity to select another date if the Clubhouse has dates available for rent. Applications received after the lottery is completed will be considered on a first-come, first-served basis, per the policies described above.
19. The **Clubhouse Rental Policy Resolution** is valid once the renter signs, dates, and returns same along with the security deposit and rental fee (which must be paid by separate checks to "Recreation Committee, Inc."), and receives approval from the RCI property manager.
20. Any fees associated with returned personal checks will be deducted from the deposit or billed to the applicant if the deposit is depleted for other reasons.
21. If the Community Room is being rented by the owner for use by his/her tenant, the owner must sign the **Clubhouse Rental Policy Resolution** in order for it to be valid and considered by the RCI property manager. The owner is fully responsible for any damages resulting from the use of the Clubhouse by his tenant.
22. The following table is a list of the rental fees and deposit plus potential other fees associated with the rental of the Clubhouse:

Description	Fee
Community Room Base Fee includes four (4) hours rental and the mandatory cleaning fee	\$350.00
Additional Hours (above the 4-hours minimum)	\$60.00/hour
Special Event Insurance Premium (if applicable)*	
Security Deposit (Refundable)	\$150.00
Hours Exceeding the Contracted Rental Hours	\$75 each hour or partial hour

23. The lockbox code to access the key to the Community Room will be issued to the applicant thirty (30) minutes prior to the start of the event. Remember: Set up and breakdown times are to be included in your rental hours.
24. Keys must be returned directly to the lockbox by the end of the rental. If the keys are lost or not returned or if there are any damages or other losses, the security deposit will not be refunded.
25. Please be advised of the following Dos and Don'ts:
- a. DO schedule a walkthrough.
 - b. DO take pre-event pictures and receive parking passes at walkthrough.
 - c. DO obtain the lockbox access code from RCI 30 minutes prior to the event.
 - d. DO distribute vehicle parking permits to guests and advise them to immediately place the permits on the dashboard of their vehicles in a highly visible location to avoid vehicles being towed at the owner's risk and expense.
 - e. DO decorate by using products that do not mar the surface in any way.
 - f. DON'T use tape, thumb tacks, staples, or nails on walls or ceiling.
 - g. DO remind guests of the Clubhouse Rental Policy. No guests are permitted on the pool or the pool deck.
 - h. DON'T smoke or vape. Advise guests, no smoking or vaping is permitted. See item I.12 for detailed, inclusive areas.
 - i. No gambling or sports betting may take place on the premises.
 - j. The use, sale, or possession of illegal drugs, alcohol, or marijuana is strictly prohibited.
 - k. DON'T bring or allow guests to bring any animals, except for officially documented service-designated animals.
 - l. Any damage to the Clubhouse, parking lot, and surrounding grounds by guests or renters will be deducted from the security deposit and additional costs billed to the owner's account as necessary.

NOTE: For your convenience, the above is repeated as a separate DOs and DON'Ts checklist, attached.

26. Renters are required to have consideration throughout the event for the residents who live in the vicinity of the Clubhouse. Renters and their guests are responsible for ensuring that music and noise levels are maintained at an acceptable level and that their guests are respectful of the community.
27. Renters are responsible for ensuring that at the conclusion of the reserved period, the following have been completed:
 - a. Ensure the Clubhouse is vacant.
 - b. Turn off all electrical appliances.
 - c. Reset the thermostat to its previous setting (see paragraph I.15).
 - d. Remove all tape and decorations.
 - e. Remove all food and beverages, including items in the refrigerator.
 - f. Remove all personal items (coats, hats, party supplies, etc.).
 - g. Tie all trash bags and place them outside of the front door.
 - h. Return all furniture to the original places.
 - i. Turn all lights off (bathroom, Community Room and hallway). Pool Deck lights stay on.
 - j. Lock Community Room and Front door.
 - k. Remove outdoor signage.
 - l. Return keys to the lockbox.
 - m. Send an email to ClubhouseRental@RecAssociation.org to inform RCI that the facility is ready for inspection.

NOTE: For your convenience, the above is repeated as a separate Post-event Checklist, attached.

28. Renters are also responsible for ensuring that any function is concluded promptly at the end of the reserved period. Exceeding time of rental will result in a deduction from the security deposit: \$75 per hour or partial hour.
29. RCI or the Management Company will conduct a post-event inspection to check the condition of the Clubhouse; any damage will be brought to the attention of the renter and the appropriate action will be taken depending on the extent of the damage.
30. The \$150 security deposit check will be returned to the applicant within ten (10) business days after the rental unless additional cleanup or damage costs are required. If the cleanup or damage costs exceed the amount of the deposit, these damages and costs will be assessed to the applicant's account and shall be subject to collection if unpaid.
31. Should any condition contained within this agreement not be adhered to, the deposit will be forfeited and the applicant(s) on the agreement will not be permitted any further use of the Clubhouse.

II. TERMS AND CONDITIONS:

RENTER is responsible for the supervision and conduct of attendees throughout the period covered by this agreement. At the conclusion of the rental, the RENTER is responsible for the following:

- a. Ensure the Clubhouse is vacant.
- b. Turn off all electrical appliances.
- c. Reset the thermostat to its previous setting (see paragraph I.15).
- d. Remove all tape and decorations.
- e. Remove all food and beverages, including items in the refrigerator.
- f. Remove all personal items (coats, hats, party supplies, etc.).
- g. Tie all trash bags and place them outside of the front door.
- h. Return all furniture to the original places.
- i. Turn all lights off (bathroom, Community Room and hallway). Pool Deck lights stay on.
- j. Lock Community Room and Front door.
- k. Remove outdoor signage.
- l. Return keys to the lockbox.
- m. Send an email to ClubhouseRental@RecAssociation.org to inform RCI that the facility is ready for inspection.

NOTE: For your convenience, the above RENTER responsibilities are repeated as a separate Post-event Checklist, attached.

RENTER agrees to pay all pre- and post-event amounts as detailed in the attached **Exhibit A**, including:

- a. Base Fee
- b. Additional Hours requested
- c. Fees for extending the rental period beyond the requested time schedule, if applicable
- d. Special Event Insurance Premium, if applicable
- e. Security Deposit (refundable)
- f. Any amount due for damages and losses in excess of the Security Deposit.

The rental fee and the deposit shall be paid by separate checks made payable to "Recreation Committee, Inc."

Reservation of the Clubhouse will be confirmed once an executed **Exhibit A**, along with payment of all applicable fees and the security deposit, has been accepted and confirmed by RCI property management.

RENTER agrees to be responsible for any damage to the Clubhouse during the course of the RENTER's function. RENTER shall be responsible for payment of all costs to repair any damage to the Clubhouse, the cost of which shall be deducted from the RENTER's deposit. If the deposit is inadequate to cover the costs of said repairs, costs in excess of the deposit shall be due upon demand.

If there is excess time used during preparation for the event or during clean-up after the event, the deposit shall be forfeited by the RENTER.

If there is irrefutable, documented evidence of anyone smoking tobacco products or marijuana in the Clubhouse or upon any RCI grounds, including in vehicles on RCI grounds, during the rental, the deposit shall be forfeited by the RENTER.

If there is irrefutable, documented evidence of, the use or presence of alcohol in the Clubhouse or upon any RCI grounds, including in vehicles on RCI grounds, during the rental, the deposit and rental fee shall be forfeited by the RENTER and RENTER's future permission to use the Clubhouse will be immediately terminated.

If there is irrefutable, documented evidence of, or eyewitness to, the use or presence of illegal drugs or marijuana edibles in the Clubhouse or upon any RCI grounds, including in vehicles on RCI grounds, during the rental, the deposit and rental fee shall be forfeited by the RENTER and RENTER's future permission to use the Clubhouse will be immediately terminated.

RCI disclaims any responsibility for any services or contractors arranged for by the RENTER. RCI disclaims any responsibility for damages or claims by any other invitees or guests of RENTER.

RENTER's use of the Clubhouse will be strictly limited to the guests and invitees of the RENTER only. If the RENTER allows the Clubhouse to be used by the general public, the deposit shall be forfeited by the RENTER and the RENTER's future permission to use the Clubhouse will be immediately terminated.

RCI has relied on the foregoing representations as a material inducement to enter into this agreement. Meetings of any type or organization, fraternal societies, charities, clubs or any other purpose deemed by RCI to be inappropriate for use, will not be permitted.

The RENTER will be responsible for the decorum and proper behavior of his/her guests, invitees, contractors or agents at all times.

RCI reserves the right to terminate RENTER's present and future use of the Clubhouse without recourse at any time that it may become necessary because of the improper behavior of the RENTER, or RENTER's guests and invitees. RCI shall be the sole judge of whether RENTER's behavior or that of his/her guests and invitees is improper in any way.

RENTER's use of the Clubhouse is limited to the hours set forth in this document. In no event will the Clubhouse be in use after the hours of 10:00 PM on weekdays and Sundays and 12:00 AM on Friday and Saturday evenings.

RENTER shall vacate and restore the Clubhouse to its original condition before the end of his/her usage period set forth in this Clubhouse Rental Agreement.

RENTER's deposit shall be forfeited to RCI if the Clubhouse is not vacated and restored to its original condition prior to the end of the usage period set forth in this Clubhouse Rental Agreement.

RENTER will be responsible for having their guests and invitees park in designated areas only. All Fairfax County parking rules and regulations will be enforced, and violators will be towed at the vehicle RENTER's expense.

ADDITIONAL HOURS AND/OR CHANGES TO CONTRACTED TIME: Absolutely no changes in hours or use will be accepted without ten (10) days' written notice, from the RENTER, accompanied by payment, if applicable. One-half the security deposit plus extra hour rates will be withheld if time limits on the contract are exceeded. The RCI reserves the right to schedule more than one event on any given date and to designate the areas in which each RENTER may conduct activities. Not all requests can be accommodated.

REQUEST TO CHANGE DATE: A \$50 processing fee is due with a written request to change the confirmed rental date. If the RENTER cancels after a new date is confirmed, the security deposit plus \$25 processing fee is forfeited. All requests to change date are subject to facility availability.

CANCELLATIONS:

In case of emergencies, snow, or other unusual circumstance, the RCI may close the Clubhouse if it is deemed necessary to protect the facility or the public. Every effort will be made to give reasonable notice prior to the rental date, all fees will be refunded minus \$25 processing fee.

If the RENTER cancels the rental agreement 45 to 60 calendar days prior to the scheduled date, 50% of the security deposit and a \$25 processing fee will be forfeited. If the renter cancels the rental agreement 30 to 44 calendar days prior to the event, the entire deposit and a \$25 processing fee will be forfeited. If the RENTER cancels the rental agreement less than 30 days prior to the scheduled date the entire security deposit, half the rental hour fees and a \$25 processing fee will be forfeited. If the RENTER fails to appear for a scheduled day, all rental fees and the security deposit will be forfeited.

RENTER shall be under no liability for failure to honor this agreement nor shall RCI, RHA or LHA be under liability for failure to fulfill the terms of this should such failure be due to a current, credible, imminent, local threat or execution of terrorist attacks, riots, epidemics, acts or regulations of public officials, to include state, local or federal order requiring limiting gathering size due to public health, or other related emergencies, or acts of God. The RENTER is responsible for contacting the RCI Property Manager to reschedule the event or to request a refund.

DAMAGES: If there are damages resulting from the renter's use of the Clubhouse, the RENTER will be responsible for the full cost of damages, billed to the RENTER's RCI account, due and payable upon receipt of a statement detailing the charges. Said statement of charges will be sent by certified, return receipt requested mail.

TAMPERING WITH FIRE ALARMS will result in the loss of the security deposit.

AUDIO/VISUAL EQUIPMENT: Use of the audio-visual equipment has the following limitation: DJs must bring their own equipment. RENTER is responsible for ensuring that DJs comply with requests to lower the volume.

Any RCI audio-visual equipment on the premises is NOT included in the rental, including, but not limited to projector, speakers, laptops.

PARKING: RENTER is responsible for distributing vehicle parking permits with expiration dates to guests and advising them to immediately place the permits on the dashboard of their vehicles.

INDEMNIFICATION: The RENTER hereby agrees to indemnify and hold harmless RECREATION COMMITTEE, INC., REFLECTION HOMES AND/OR LAKE HOMES ASSOCIATIONS, and their officers, agents, and all employees, volunteers, guests, caterers, agents or invitees from any and all claims for bodily injury, and personal injury and/or property damage, including cost of investigation, all expenses of litigation, including reasonable attorney fees, and the cost of appeals arising out of any claims or suits which result from errors, omissions or negligent acts of the RENTER, their subcontractors and their agents and employees. Further, the RENTER agrees to assume liability for any damages to the RCI property while in the RENTER's care, custody and control.

INSURANCE: The RENTER agrees to the following insurance conditions as stipulated by FAIRFAX COUNTY: The RENTER hereby agrees to the terms and conditions set forth in this document and further agrees that liability insurance is the RENTER's sole responsibility, and the RCI shall not be responsible for any foregoing or any claims of losses that may result directly from services to be provided under this contract. Renter agrees to provide Certificate of Insurance (COI) naming Recreation Committee, Inc. as an additional insured, or REC will obtain Special Event Insurance and the RENTER will pay the premium in addition to the other fees.

CONTACT PERSON: All arrangements, questions, and communications regarding the rental must be conducted during business hours and between the RENTER and RCI property manager.

FINANCIAL RESPONSIBILITY FOR DAMAGES, LOSSES, AND ADDITIONAL CLEANING: In the event that the rental fees and security deposit are not sufficient to pay the costs associated with the rental of the Clubhouse as set forth herein, such as, but not limited to, costs related to damages, losses, or additional cleaning necessitated by the actions of the RENTER or the RENTER's guests, demand for payment of that additional amount shall be made upon the RENTER. If the RENTER does not pay the sum demanded, the additional amount spent to restore the Clubhouse by RCI shall be assessed against the assessment account of the RENTER.

Exhibit A

Recreation Committee, Inc.

Clubhouse Rental Agreement

This agreement is between the Recreation Committee, Inc. (RCI) and (please print):

RENTER's Name: _____

Contact Phone: _____

LHA/RHA Property Address: _____

RENTER'S Home Address, if different than LHA/RHA Property Address:

Zip Code: _____ E-mail: _____

For use of the RCI Clubhouse at 13351 Parcher Avenue, Herndon, VA.

Date: ____/____/____ Time: From ____AM/PM to ____ AM/PM

Set up and breakdown are the responsibility of the RENTER. Set up and breakdown times are to be included in your rental hours.

Please review the rental policy PRIOR to submission. **NONCOMPLIANCE WITH ANY OF THE POLICY RULES AND REGULATIONS OR TERMS AND CONDITIONS WILL RESULT IN THE PARTIAL OR FULL LOSS OF THE SECURITY DEPOSIT.**

Type of Event: _____ **Estimated Attendance (Max. 38):** ____

Estimated Vehicles: ____ (**Max. 20**) Temporary Parking Passes will be provided for the rental date/time. Vehicles subject to towing at the owner's risk and expense if parking pass is not visibly displayed on the vehicle's dashboard or the vehicle is not removed at the end of the rental time.

- An officially documented service-designated dog **WILL** be on the premises during the event. **Documentation must be provided.**
- An officially documented service-designated dog **WILL NOT** be on the premises during the event.

RENTAL FEES AND SECURITY DEPOSIT	
Clubhouse Rental Base Fee (includes a 4-hour rental)	\$350
Additional Hours: \$60/hr. x ____ (number of hours)	\$
Special Event Insurance Premium (if applicable)*	\$
Total Rental Fee Due	\$
Security Deposit (refundable) – Separate Check	\$150

Payment in FULL is required with the submittal of this signed agreement (one check for the Base Fee and the Additional Hours; a second check for the Security Deposit). Make checks payable to Recreation Committee, Inc. **MAIL THIS COMPLETED AND SIGNED FORM AND CHECKS TO:** Recreation Committee, Inc. / Attn: Jonathan Stamps, Management / FirstService Residential / 3975 Fair Ridge Drive, Suite 210-S, Fairfax, VA 22033

For Emergency Issues Contact: RCI's Property Management Company
FirstService Residential Customer Care Center
(703) 385-1133 – Office Hours and After-Hours Support

JURISDICTION: The **Clubhouse Policy and Agreement** contains all the terms and conditions, rules and regulations in their entirety and falls under the laws and regulations of the county of Fairfax, state of Virginia.

In the event that any term or terms herein are ruled invalid or illegal in a court of competent jurisdiction, the remaining terms shall remain in full force.

This document can only be modified by written agreement by and between RCI and RENTER.

I hereby certify that I have read, understand, and fully agree to adhere to **Section I. Rules and Regulations** and **Section II. Terms and Conditions**. I further certify that the information I have provided in this **Exhibit A, Clubhouse Rental Agreement**, is true and correct.

RENTER's Signature:

_____ Date: _____

Print Name: _____

This **Clubhouse Rental Agreement** is binding only when countersigned and agreed to by the Recreation Committee, Inc.

SEEN AND AGREED TO BY: RECREATION COMMITTEE, INC.

RCI Chair's Signature:

_____ Date: _____

Print Name: _____

For Office Use Only			
Date Received	___/___/___	Date Pd.	___/___/___
		Check No.	_____
		Security Deposit	Check No. _____
*Proof of Insurance: COI Received OR RCI Special Event Insurance			

CHECKLISTS

Pre-event DOs and DON'Ts

- DO schedule a walkthrough.
- DO take pre-event pictures and receive the temporary parking passes at walkthrough.
- DO obtain the lockbox access code from RCI 30 minutes prior to the event.
- DO distribute vehicle parking permits to guests and advise them to immediately place the permits on the dashboard of their vehicles in a highly visible location to avoid vehicles being towed at the owner's risk and expense.
- DO decorate by using products that do not mar the surface in any way.
- DON'T use tape, thumb tacks, staples, or nails on walls or ceiling.
- DO remind guests of the Clubhouse Rental Policy. No guests are permitted on the pool or the pool deck.
- DON'T smoke or vape. Advise guests, no smoking or vaping is permitted. See item I.12 for detailed, inclusive areas.
- No gambling or sports betting may take place on the premises.
- The use, sale, or possession of illegal drugs, alcohol, or marijuana is strictly prohibited.
- DON'T bring or allow guests to bring any animals, except for officially documented service-designated animals.
- Any damage to the Clubhouse, parking lot, and surrounding grounds by guests or renters will be deducted from the security deposit and additional costs billed to the owner's account as necessary.

Post-event Checklist

- Ensure the Clubhouse is vacant.
- Turn off all electrical appliances.
- Reset the thermostat to its previous setting (see paragraph I.15).
- Remove all tape and decorations.
- Remove all food and beverages, including items in the refrigerator.
- Remove all personal items (coats, hats, party supplies, etc.).
- Tie all trash bags and place them outside of the front door.
- Return all furniture to the original places.
- Turn all lights off (bathroom, Community Room and hallway). Pool Deck lights stay on.
- Lock Community Room and Front door.
- Remove outdoor signage.
- Return keys to the lockbox.
- Send an email to ClubhouseRental@RecAssociation.org to inform RCI that the facility is ready for inspection.

Reminder: Any items left after a rental will be disposed of as trash by RCI.