

# CONFERENCE CENTER RENTAL/LICENSE AGREEMENT TERMS AND CONDITION

## 1. Waivers and Liability.

- a. Reston Association shall not be liable for any illness, including, but not limited to Covid-19, bodily injury or death to, or loss or damage to any personal property of the Licensee or its guests, unless such injury or damage is caused directly by the gross negligence or willful misconduct of Reston Association. Reston Association shall not be liable for any injuries to the extent that such injuries are covered by private, medical or property insurance. Licensee agrees to indemnify Reston Association and hold Reston Association harmless against any claims arising out of Licensee's, its guests' and invitees' use of the premises. Licensee agrees that it shall defend, indemnify and hold harmless the Association and its affiliates, and their members, directors, officers, employees, customers, representatives, attorneys, agents, and successors and assigns (each an "indemnitee"), from and against any and all damages, demands, expenses, claims, liabilities, injuries, suits, proceedings, and all consequential and incidental damages, including, without limitation, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers ("Losses") arising out or related to any breach of any representation, warranty or obligation under this Agreement by the Licensee, its guests, employees, invitees, agents or any person or firm under its control, arising out of this Agreement or the Licensee's presence on the Association's property as a result of this Agreement. This provision shall expressly survive the termination, cancellation or the expiration of this Agreement.
- b. RA reserves the right to supervise all functions and inspect any and all boxes, packages, bags, handbags, purses, backpacks or other containers of any sort brought into or within the Conference Center. Licensee shall be responsible for any damages or other liability caused or sustained as a result of their use of the Conference Center, or any portion thereof, and any costs, expenses, or damages sustained by RA will be charged directly to the Licensee and, if a Member, to the account of the Licensee, as if such cost, expense or damage was an Assessment under the Reston Association Deed.
- c. Minors, at all times, while in the Conference Center or any portion thereof, must be under the supervision of an adult responsible for the minor's behavior and conduct. Licensee shall be responsible for the action and behavior of all minors, guests or invitees using the Conference Center, or any portion thereof.
- d. The Association shall not be liable for any loss or damage to machinery, equipment, merchandise, paraphernalia, costumes, clothing, booths, stands, exhibit materials, or any other property of Licensee, or Licensee's guests, invitees, employees, agents, patrons, participants, invitees, guests, volunteers or any other entity operating by or through Licensee, caused by theft, pandemics, including but not limited to the Covid-19 virus, riots, strikes, civil commotion, fire, acts of God or any other cause whatever kind of nature. Further, in no event shall the Association be liable for any indirect, incidental, exemplary, punitive, special or consequential damages, including, but not limited to, damage for lost profits, income or revenues in any proceeding arising from or relating to this Agreement or relating to the relationship between the parties hereto, regardless of whether such claim or proceeding is brought in contract or tort and regardless whether the claim was a result of the negligent actions or inactions of the Association or persons and/or entities it is responsible for.

## 2. Payments, Deposits, and Cancellations.

- a. All fees and deposits will be paid prior to the use of a facility. There will be a \$35 charge for each check returned by the bank.
- b. A \$100 security deposit, unless waived, and a completed Rental/License Agreement are required from all Licensees to make a reservation and hold an event in the Conference Center, and to cover damages and cleaning. For short term Licensees of the Conference Center, the security deposit or balance thereof, if any, will be returned if there are no charges for damages or cleaning, which occurred as a result of Licensee's use of the Conference Center. The security deposit or balance thereof, if any, will be returned, within fourteen (14) business days following the event. For long term Licensees of the Conference Center, one month's rent is required as a security deposit at time of contract initiation. The security deposit of one month's rent will be used either toward the final month's rent or will be used to cover the current month's rent if payment is not received by the 7<sup>th</sup> of the month. If the security deposit is used to cover the current month's rent, Licensee must pay an additional one month's rent as a security deposit, to be used either towards the final month's rent or to cover a future month's rent if payment is not received by the 7<sup>th</sup> of the month. This additional security deposit of one month's rent must be received within ten (10) business days or before the payment due date (7<sup>th</sup> of the month), whichever comes first. If the additional security deposit is not received, further use of the Conference Center will be immediately suspended. A long term Licensee is defined as an organization or individual that uses the Conference Center for at least three consecutive months, with multiple uses per each month.
- c. The Rental/License Agreement must be signed by an individual, who is an official representative of the Licensee, having the authority to bind the Licensee.
- d. Payment in full is due no later than seven (7) business days prior to the date of the Conference Center reservation.
- e. Two weeks' notice is requested for a change or cancellation. Seven (7) days' prior notice must be given to RA prior to a change and/or cancellation of a one-time rental, and long-term Licensees must provide thirty (30) days' notice prior to a change and/or cancellation of the Rental Contract/License Agreement. Failure to comply with these requirements will result in the loss of the security deposit.
- f. RA may cancel this agreement, with or without cause, at any time, without notice, up to and including the date of the rental. Any security deposit will be refunded if cancellation by RA occurs prior to commencement of the rental period. In instances where RA requires a community facility that has been rented, RA will make every attempt to find another RA community facility for the rental to take place.
- g. RA reserves the right to immediately suspend use of the premises, without notice, and require the Licensee, its guests and invitees to vacate the premises during or at the time of the event if there is any breach of the Rental/License Agreement or its terms and conditions, any violation of Federal, State or local law, any violation of RA's rules or damage to property, with no refund of the use fee. If the Licensee fails to abate noise or any other disturbing activities when requested to do so, RA or its authorized representative is directed to terminate the event and use of the Conference Center or, if needed, call the Fairfax County Police. A partial refund, if any, is at the sole discretion of RA if use is suspended for reasons other than rules violations or damages. The full security deposit and use fee shall be refunded if use is suspended by RA prior to the start of the event or if the application is not approved, except as otherwise provided herein.
- h. RA strictly forbids Licensees from reserving the Conference Center for the purpose of leasing it to another party. Such "third-party reservation" shall result in all parties involved losing their current and future reservation privileges.
- i. Security deposits, room fees, and any miscellaneous fees as delineated in the Rental/License Agreement may be waived by RA on a case-by-case basis.

## 3. Licensee Responsibilities.

- a. Licensees must not enter the Conference Center earlier than the approved scheduled time or leave later than the scheduled time. Reservation requests must include time for set-up and clean-up.
- b. If Audio Visual (AV) equipment is required for the event, the Licensee must indicate such in the Rental/License Agreement. AV equipment is available and can be leased for a one-time fee per reservation date per item requested. Available equipment includes, but is not limited to projectors and drop screens, LCD televisions, and wireless microphones.
- c. RA will work with the Licensee to provide a functional arrangement for the room; however, RA may need to make modifications as necessary.
- d. The occupancy limit of the Conference Center is 173 persons. Any event exceeding the occupancy limit at any time shall be immediately terminated and cancelled with no refund of the use fee or security deposit.
- e. All events and clean-up must be completed by the end of the event. Licensee is responsible for all clean-up. Trash and recycling receptacles are located in each room of the Conference Center. Licensees are directed to use the appropriate recycling containers provided.
- f. A Licensee is not permitted to remove chairs, tables or other equipment from the Conference Center.
- g. Only blue painters tape is permitted for the display of any peripheral signs or flyers. Failure to comply will result in loss of the security deposit.
- h. The stapling or thumb tacking of decorations or materials to ceilings, walls, tables or posts is not permitted.
- i. Open flames are not permitted. Only flameless candles are permitted.
- j. If use of the Conference Center pantry is required, such use must be noted in the Rental/License Agreement. If not noted, the pantry will not be available on the reservation date.
- k. Smoking is prohibited within all RA buildings and is in effect within a fifty (50) foot wide perimeter around the exterior of any building or common area.
- l. Licensee agrees to and must comply with all Federal, State and local laws and ordinances.
- m. Licensee agrees to and must comply with all RA deed restrictions, rules and regulations, and resolutions, as provided on the RA website: <https://www.reston.org/AboutRestonAssociation/Governance/RAGoverningDocumentsOverview/tabid/209/Default.aspx>.
- n. Licensee shall report to RA any damage to the Conference Center as soon as possible by calling (703) 435-6530 or speaking with a representative at the front desk during business hours.
- o. Licensee hereby agrees and warrants that it is solely responsible for all persons entering the Association's property under this Agreement (including, but not limited to, guests and invitees), including their safety, and will insure that these individuals execute an individual waiver form a copy of which is attached hereto as Exhibit A before being allowed to access the Association's property. Licensee will provide a copy of the executed forms for each participant to the Association prior to the date of the event. Licensee will ensure and warrants that only participants with executed waivers on-file with Licensee and the Association participate in the Event.

## 4. Food and Beverages.

- a. If food and/or beverage are to be served, Licensee is responsible for organizing all food and beverage service for the event.
- b. Pantry use includes, but is not limited to refrigerator, coffee machine, disposable cutlery, microwave, and coffee and tea supplies.
- c. If alcoholic beverages are to be served at the event, information regarding this fact of condition must be clearly set forth on and in the Rental/License Agreement executed by the Licensee; otherwise, alcoholic beverages are prohibited. If serving alcoholic beverages, the Licensee shall be solely responsible for obtaining and shall obtain any and all necessary and required permits or licenses, including an ABC license from the Virginia ABC (refer to <http://www.abc.virginia.gov/>). A copy of any necessary and required permits or licenses must be submitted to RA at least five (5) business days prior to the event. Alcoholic beverages will absolutely not be permitted or allowed outside of the Conference Center.
- d. Non-alcoholic beverages may be served for any event; however, RA is not responsible for providing beverages.
- e. All refreshment items are expected to be removed and properly attended to by the Licensee by the end of the event.

## 5. Usage Times.

- a. Conference Center is available primarily for community and civic organization meetings, including business meetings of such entities, workshops, non-profit events and community and civic organization training sessions. The Conference Center is not available for birthday parties, church services, childcare services, weddings, showers or receptions. RA reserves the right to allow a specific event.
- b. The Conference Center can be reserved year-round Monday through Sunday from 8 a.m. until 10 p.m.
- c. RA follows Fairfax County Government closings for inclement weather. In such cases, RA's Conference Center will be closed and any event scheduled will be cancelled. RA will contact the Licensee to notify them of the cancellation. If the event is cancelled due to inclement weather, RA shall not be liable. Licensees shall be refunded security deposits, room fees, and any miscellaneous fees as delineated in the Rental/License Agreement for the date of the event.

## Reston Association - Headquarters Conference Center Rental/License

12001 Sunrise Valley Drive, Reston, VA. 20191-3404

Telephone: (703) 435-6530 Fax: (703) 435-6516

E-Mail: [reservations@reston.org](mailto:reservations@reston.org) Website: [www.reston.org](http://www.reston.org)

**Fee Schedule**

<b>Room Fees Per/Hour</b>	<b>1 Room (1-35 People)</b>	<b>2 Rooms (36-65 people)</b>	<b>3 Rooms (66-100 people)</b>
RA Member or Reston Non-Profit	\$40	\$60	\$80
Non-Resident or Non-Reston Non-Profit	\$70	\$90	\$110
For Profit or Corporate	\$100	\$150	\$200

**Miscellaneous Fees:**

Security Deposit: \$100/reservation

AV Package: 1 Room \$60, 2 Rooms \$90, 3 Rooms \$120

Coffee Service &amp; Assorted Paper Products:

- 1 Room: \$60

\$50/day for reservations shorter than or equal to 2 hours,

- 2 Rooms: \$90

\$100/day for reservations longer than 2 hours

- 3 Rooms - \$120

**To reach RA regarding the facility, please dial 703 435-6530 ext. 2 during business hours  
8:30am to 5:00pm, Monday – Friday.**

**After normal business hours, for facility emergencies only, dial 703 435-6530 ext. 6 to  
reach our on-call facilities team member.**

**For medical/safety emergencies, please dial 911.**

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