

COMMUNITY BUILDING & PICNIC PAVILION RENTAL/LICENSE AGREEMENT TERMS & CONDITIONS

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 Community Building/Picnic Pavilion. Licensee shall be responsible for any damages or other liability caused or sustained as a result of their use of the Community Building/Picnic Pavilion, 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 Community Building/Picnic Pavilion 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 Community Building/Picnic Pavilion, 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 Community Building/Picnic Pavilion, and to cover damages and cleaning. For short term Licensees of the Community Building/Picnic Pavilion, 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 Community Building/Picnic Pavilion. 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 Community Building/Picnic Pavilion, 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 7th 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 7th 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 (7th of the month), whichever comes first. If the additional security deposit is not received, further use of the Community Building/Picnic Pavilion will be immediately suspended. A long term Licensee is defined as an organization or individual that uses the Community Building/Picnic Pavilion 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 Community Building/Picnic Pavilion 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. If no security deposit is collected, then the rental fee will be forfeited.
- 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 Community Building/Picnic Pavilion 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 Community Building/Picnic Pavilion 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.
 - j. A \$20 key deposit is required from all Licensees to obtain a Community Building access key. Key deposits will be refunded upon return of key. Keys are to be picked up and returned to RA's main office, 12001 Sunrise Valley Drive, Reston, VA 20191.

3. Licensee Responsibilities.

- a. Licensees must not enter the Community Building or Picnic Pavilion earlier than the approved scheduled time or leave later than scheduled time. Reservation requests must include time for set-up and clean-up.
- b. Report to RA any Community Building or Picnic Pavilion damage AS SOON AS POSSIBLE by contacting (703) 435-6530.
- c. Chairs and tables within the Community Building and Picnic Pavilion must be returned to the original storage location.
- d. Trash must be bagged and placed in the dumpsters provided. No regular trash is permitted in recycling containers.
- e. Floor areas must be swept and spills mopped up.
- f. Lights must be turned off when Community Building or Picnic Pavilion is vacated.
- g. Doors and windows must be locked and checked upon leaving.
- h. The stapling or thumbtacking of decorations or materials to ceilings, walls, tables or posts is not permitted.
- i. Licensee must conform to the Fairfax County noise ordinance. **Amplified or live music over 60 decibels (dBA) is not permitted outdoors. No disc jockeys at pavilions.**
- j. Licensee agrees to and must comply with all Federal, State and Local laws or ordinances.
- k. 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.
- l. 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>.

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 made available 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 alcoholic beverages are to be made available, 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 the Association at least five (5) business days prior to the event. Alcoholic beverages will absolutely not be permitted or allowed outside of the Community Building/Picnic Pavilion.
- 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. Community Building Use Rules.

- a. Licensee must conform to posted Community Building occupancy limits at all times: occupancy limit for the Brown's Chapel Community Building is 50 and for the Glade Room is 75. Any event exceeding the occupancy limits as imposed at any times shall be immediately terminated and cancelled.
- b. Smoking is prohibited within all RA Community Buildings and Picnic Pavilions, and is in effect within a fifty (50) feet wide perimeter around the exterior of any building or common area.
- c. Open flames are not permitted in Community Buildings. Only flameless candles are permitted.
- d. Licensee may not lease or sub-lease Community Buildings to others.

6. Picnic Pavilion Use Rules.

- a. Exclusive use of picnic pavilions requires an executed Rental/License Agreement.
- b. Picnic Pavilion rental hours are from dawn to dusk (10 p.m. for lighted facilities).
- c. Glass containers are not permitted on pavilion grounds. Please recycle plastic containers and metal cans using the provided containers.
- d. Fires are restricted to pavilion grills. Open fires outside of the pavilion grills are not permitted. Licensees are required to ensure grill fires are completely out. Personal propane grills are permitted; however, charcoal grills are not permitted.
- e. The water code for the North Hills Pavilion is 6969.
- f. The North Hills Pavilion light switch is located on the back leg of the display case entering the park. Lighting available from 5 p.m. - 11 p.m.
- g. Bagged trash must be removed from North Hills Pavilion. A dumpster is available at the North Hills Pool.

Fee Schedule – Picnic Pavilions

Fee Schedule – Community Buildings

Fee Type	Weekdays	Weekends	Fee Type	Brown's Chapel	Glade Room
RA Member or Reston Non-Profit full day rental	Mon-Thurs	Fri-Sun & Holi.	RA Member or Reston Non-Profit	\$60/ hour	\$50/ hour
Non-Resident or Non-Reston Non-Profit, Corporate full day rental	\$100	\$165			
			Non-Resident or Non-Reston Non-Profit, Corporate	\$85/ hour	\$70/ hour
RA Member or Reston Non-Profit half-day rental (lake anne only)	\$165	\$340			
Non-Resident or Non-Reston Non-Profit, Corporate half-day rental (lake anne only)	\$60	\$100			
Public Schools & Scout Troops	\$100	\$190			
	\$35	\$35			
Miscellaneous Fees:					
-- Security Deposit = \$100 per reservation			--Community Building Key Deposit= \$20		

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 member.

For medical/safety emergencies, please dial 911.

Reston Association – Community Building & Picnic Pavilion Rental/License Agreement

12001 Sunrise Valley Drive, Reston, VA 20191-3404

E-Mail: reservations@reston.org Website: www.restonwebtrac.org