

NEWINGTON FOREST COMMUNITY ASSOCIATION, INC.

POLICY RESOLUTION NO. 7

(Resolution Regarding Rental of Community Center Party Room)
(6/18/19)

WHEREAS, Article IV, Section 4.01 of the Bylaws provides the Board of Directors with the powers and duties necessary for the administration of the affairs of the Association;

WHEREAS, Article II, Section 2.01 of the Declaration of Covenants, Conditions, and Restrictions and Reservation of Easements (Declaration) for the Association provides the Board of Directors with the power to suspend a member's use of the Community Facilities for violation of the Declaration or of the Association rules and regulations; and

WHEREAS, the Board has decided that it is in the best interest of the community to allow the members and residents to rent the Community Center Party Room ("Party Room") for private functions and to enact a resolution which clarifies the policy under which the Board will permit members and residents to rent the Party Room;

NOW, THEREFORE, BE IT RESOLVED THAT the Board adopts the following policy regarding the rental and use of the Party Room.

I. RENTAL AVAILABILITY

The Party Room is available for use by the Board, any Association committee, subcommittee, owner, authorized tenant or group, for community and special events of either a social or business nature. In general, priority will be given to those persons or groups who will use the facility to carry out the business of the Association. Accordingly, the Board and Association committees will have first priority in using the Party Room.

Subject to the availability of the Party Room, members in good standing or their authorized tenants may rent the Party Room for their exclusive use by complying with the terms of this policy. Members in good standing are those members who are fully compliant with all of the Association's regulations, including, but not limited to, the obligation to pay assessments and the obligation to comply with all Association restrictions and obligations. Members who are not in good standing may not rent the Party Room.

II. CONDITIONS OF RENTAL

Individuals who wish to rent the Party Room for exclusive use ("Renters") must submit an application for the rental of the Party Room and must pay the required fees as described in Section IV. Renters may also use the rear deck as part of the Party Room at their discretion. If used, it is considered to be part of the Party Room. The following conditions shall apply to all rentals:

- A. Renters must be physically present in the Party Room at all times during the term of the rental period.

- B. Renters may not charge fees of any sort for admission or entry into the Party Room.
- C. Renters must provide chaperones for all activities attended by individuals under 18 years of age. All chaperones must be at least 21 years of age. Renters must provide a minimum of one chaperone for every ten (10) minors present during the use of the Party Room.
- D. Members, tenants and their guests are responsible for the conduct of their children at all times while the Party Room is in use.
- E. Members are responsible for the conduct of their tenants and guests.
- F. An Association representative may monitor the Party Room during a rental period. The representative has the power to terminate an event if the renter or their guests fail to comply with the provisions of this policy or any policies, rules or regulations of the Association. Renters must cooperate with, and obey at all times, the personnel of the Association. In the event a Renter violates the terms of this policy to the extent that the Association, in its discretion deems it necessary to terminate the event, the Board may retain the entire security deposit as damages.
- G. Renters may not install any objects such as nails, tacks, scotch tape, candles or any other substance that causes permanent marking or damage on the Community Center building (inside and out), decks, parking lot, and grounds including, but not limited to, finger paint, glue or glitter. Renters must remove in their entirety all of their materials, decorations, equipment or trash at the end of their rental of the Party Room. Structural or electrical alterations to the Party Room are strictly prohibited. If management discovers any materials affixed to a wall, including, but not limited to tape, balloons, streamers, tacks and staples, management may retain the entire security deposit.
- H. Renters may not bring acids or any other material that is flammable, toxic, or presents any potential for damage to the Party Room. Other than small candles on a cake, candles are strictly prohibited from use within the Party Room. If a renter or his/her guest(s) ignite small candles on a cake inside the Party Room, those candles will be blown out immediately. The Association representative has the right and authority to immediately cancel the remainder of the function and the Association will retain the Renter's entire security deposit for failure to adhere to this policy.
- I. Renters must comply with the Fairfax County noise ordinance, which is incorporated herein by reference. Noise levels after 11:00 p.m. must not be audible outside of the Party Room. Renters shall keep all doors and windows to the Party Room closed for the duration of the function to minimize the amount of noise which may be audible to the surrounding community. No Renter or their guests shall be allowed to congregate outside the Party Room. If individuals are seen congregating outside of the Party Room during a function after 11 p.m., or if management receives noise complaints during a function, the Board reserves the right to cancel the function, and authorizes the Association representative to contact the Fairfax County Police Department and to retain the security deposit.
- J. Renters must ensure that all attendees to any rental activity shall be present by invitation only. Invitations to the general public to join any rental activity shall be strictly prohibited.

- K. Smoking is prohibited in the Party Room and Community Center.
- L. Renters must ensure that no attendee throws objects from the deck located at the rear of the Party Room. The Association representative shall immediately cancel the function if objects are thrown from the deck into the pool, on the pool cover, or onto the pool deck while the pool is open and shall retain the Renter's entire security deposit.
- M. No activities which violate any Federal, state or local law or ordinance are permitted on Association property, which includes the Party Room, immediate grounds, and parking lot. If a law or ordinance is more restrictive than the measures identified in this resolution, the requirements of the law or ordinance shall apply.
- N. At the conclusion of the event, Renters must ensure that the Community Center building and Party Room are locked and secured with all inside lights turned off, completely clean and in good order inside, and the grounds immediately surrounding the building (including the fire lane) are litter and cigarette butt free. If the Renter does not completely clean and return the property in good order, the entire security deposit will be forfeited.
- O. If a Renter wishes to cancel his/her reservation of the Party Room, he/she must notify the Association Staff by no later than 14 days prior to the rental date. If proper notice is received by the Association Staff within the 14-day time frame, the Association shall refund all of the pre-paid sums within 10 business days following the date of receipt of notice of cancellation. If the Renter fails to notify the Association Staff within the 14-day timeframe, the Renter shall forfeit all pre-paid sums to the Association.
- P. The Renter agrees to pay all reasonable costs, including legal fees, court costs and administrative fees, in the collection of any outstanding obligation owed to the Association resulting from the enforcement of the Association's policy concerning the rental of the Party Room.

III. APPLICATION PROCESS

- A. Applications for Party Room use must include, at a minimum, the following information:
 - 1. Purpose of the event;
 - 2. Anticipated duration of the event;
 - 3. Approximate number of persons to be present;
 - 4. Applicant's name, address and telephone number; and
 - 5. Whether alcoholic beverages will be served.
- B. The application must be submitted to an Association staff member or the Board of Directors for approval who shall have discretion to approve or disapprove the facility's use.
- C. Providing false information on an application will be grounds for the suspension of an applicant's reservation/use privileges.

IV. USER FEES, SECURITY DEPOSIT AND INSPECTIONS

- A. Upon approval of the application, the applicant shall be required to pay a non-refundable usage fee and a refundable security deposit as determined by the Board. The Board shall establish the amount of the user fee and security deposit and reserves the right to change these amounts at its discretion.
- B. Prior to use of the Party Room, the applicant will be required to conduct a pre-event inspection with Association Staff to determine the condition of the Party Room and rear deck prior to the applicant's use. The security deposit will be refunded to the user within ten (10) business days of the usage provided that a post-event inspection of the Party Room, Community Center, and grounds by the Community Manager reveals no cause for the deposit to be retained by the Association. If the deposit is retained it will be used to defray the cost of any damage, destruction, loss, or theft which occurred in connection with the event and/or to pay for any required cleaning of the premises. Notwithstanding the amount of deposit determined by the Board, the applicant is responsible for the total cost of any damage, destruction, loss, theft or cleaning necessary to restore the facility to its previous condition.
- C. After the term of any rental period, the Community Manager or an Association staff member will conduct a post-event inspection of the Party Room and surrounding areas of Community Center used by the Renter. The Association Staff shall prepare a report of the event that will be considered a part of the final inspection report. Staff shall take photographs of any damages or failure to properly clean the facility to document all of the problems that are found, and attach them to the report. In its sole discretion, management shall make all determinations as to whether the building and grounds were properly cleaned and whether any damages occurred during the rental period, including whether the security deposit has been forfeited. If the Renter disagrees with management's determinations, he/she may appeal to the Board of Directors by filing an appeal with the Association office within 10 days of the inspection. The appeal must be in writing and must state the reasons for the appeal. The Board may schedule a hearing to review the matter and make a final decision. Renters are encouraged to take photographs of the facility when they leave it to document its condition.
- D. Nonprofit, community or civic organizations can apply for a waiver of the user fees by providing the Community Manager or Board of Directors with a copy of the organization's charter, articles of incorporation or list of Association residents who are members. Upon approval of the waiver, no user fee will be charged for the use of the Party Room; however, all users will be required to tender the appropriate security deposit.

V. OCCUPANCY

Occupancy of the Party Room is restricted to no more than 49 people. All Renters must conform with these limitations and bear complete and total responsibility for compliance with these restrictions during the term of any rental period.

VI. TIME RESTRICTIONS

All-day renters or hourly rentals beginning at 8 p.m. must vacate the premises of the Party Room before 1:00 a.m. on the morning following the event. Before vacating the premises, renters are responsible for the proper disposal of all food, party decorations, and routine cleaning. The term “routine cleaning” includes, but is not limited to, restoring the Party Room to its pre-use condition and cleaning up any trash and debris located inside the Party Room and on the grounds and parking area for the Party Room. Renters must dispose of all refuse in appropriate containers and remove that refuse from the premises at the conclusion of the rental period. **If the Renter does not completely clean and return the property in good order, the entire security deposit shall be forfeited.**

VII. SALE OF ALCOHOL

While the use of alcohol is permitted, the sale of alcohol in any form is absolutely prohibited.

VIII. SMOKING

There is no smoking allowed in the Community Center building, including the Party Room. In addition, no equipment that produces smoke or fog shall be used in the building. In the event the Fairfax County Police or Fire Department and/or the Association Staff or a Board Member are called to respond to a complaint of the presence of smoke in the Community Center building or are called to respond to a smoke or fire emergency, the Association may retain the entire security deposit.

IX. VIOLATIONS, ENFORCEMENT POLICY

The Renter shall be subject to the Association’s enforcement policy for violations of the governing documents if the Renter violates this policy. The Association shall be permitted to take all actions authorized by the governing documents or the Virginia Property Owner’s Association Act, including, but not limited to, the assessment of the balance of any charges for damages against the assessment account of the Renter as a lien against the Renter’s property. This also includes the Board’s authority to suspend a Member’s right to rent the Party Room. The Association may also pursue any other remedy available under Virginia law.

In the event the Party Room has been previously used/rented: the Renter violated this policy resolution, the governing documents, the Rules For Using the Community Center, and/or the rental agreement, and this results in the forfeiture of the entire security deposit, the Board reserves the right to increase the amount of the security deposit for future rentals of the Association’s facilities by this Renter.¹ The security deposit may either be doubled each time this occurs or increased to cover the actual amount of damages that occurred if this amount exceeds a doubled security deposit. The Community Manager, Board President, or Board Vice-President may approve an increase in the security deposit. A Renter may appeal an increased security deposit requirement to the Board.

XI. LIABILITY

¹ The Board may also increase the amount of the security deposit required for rental of the Party Room if other rental agreements covering Association facilities, such as the pool, have been broken and the entire security deposit was forfeited.

- A. Renter shall adhere to all of the Board's rules and regulations, legal documents and policies, including any amendments thereto, and the Renter shall be responsible for ensuring that his/her guests and invitees comply with all such rules and regulations, legal documents, and policies.
- B. Renter shall control the behavior of all attendees and bear full responsibility for their conduct, including financial responsibility for rectification of damages to the Party Room, Community Center, or any other form of violation of this Policy Resolution or the Association's governing documents.
- C. Renter shall assume all responsibility and liability for any damage that occurs to the Community Center or Party Room as well as any property located within the Community Center or Party Room during his/her rental of the Party Room.
- D. Renter shall indemnify the Board of Directors, its officers, agents and employees against any and all defense costs and fees or judgment liability arising from any claim or lawsuit brought by a third party arising out of the Renter's rental of the premises with regard to any claim of damages, personal injury or otherwise.
- E. The Board of Directors, its officers, agents, employees or other designees shall assume no responsibility for the personal property of any individual who uses the Party Room and surrounding grounds during a rental period.

I hereby certify that this Policy Resolution was adopted by the Board of Directors at a regular meeting on June 18, 2019.

NEWINGTON FOREST COMMUNITY
ASSOCIATION, INC.

By: _____
Clayton A. Vieg, President

KEY MUST BE PICKED UP FROM NFCA OFFICE BY 2:00 P.M. ON _____.
PLEASE NOTE: You will be required to sign a form acknowledging that the loss of the key will cost you \$1,000.
In addition, a walkthrough of the building is required when you pick up the key.

APPLICATION FOR USE OF THE NEWINGTON FOREST COMMUNITY CENTER

Resident Sponsor _____

Sponsor's Address _____

Telephone (Home) _____ (Work/Cell) _____

E-Mail Address _____

Purpose of Event _____

Date of Use _____ Time and Duration of Use _____

Estimated Number of People Attending (Maximum Occupancy is 49 People) _____

Usage Fee: 5 hours or less: \$125.00 (Hourly rate of \$25.00/hour available weekdays only)

Over 5 hours and up to all day: \$200.00 (All Day: 10 a.m.-1:00 a.m.)

RESERVATION CONFIRMED UPON RECEIPT OF CHECK FOR ROOM USAGE FEE
(PAYABLE TO NFCA) AND THIS FORM.

Security Deposit: A check in the amount of \$250.00 (payable to NFCA) is due 2 weeks prior to the date of the room use. DUE: _____

- All users who cancel less than 14 days prior to the event **will not** receive a usage fee refund unless NFCA is able to book another party for that date.
- You are responsible for the room while your group is using it. Please keep it clean and report any damages to the Association office (703-451-8563).
- You are responsible for restoring the room to its pre-rental condition. If it is necessary for Association Staff to complete any items listed under rule #8 below, **the Association will retain the entire security deposit.** Initials: _____

I, the undersigned resident/sponsor of the Newington Forest Community Association, Inc. (NFCA) fully understand and do hereby, on behalf of myself and my guests, agree to abide by the rules, regulations and policies for the use of the Newington Forest Community Center. In exchange for the permission of the Board of Directors of the NFCA to use the Community Center, I, personally and on behalf of my guests, assume all risks and liabilities incidental to the use of the Community Center and do hereby indemnify, release, and hold harmless the NFCA, its Board of Directors, managing agent, members and agents from and against any and all claims of any kind whatsoever which may arise or hereafter accrue in connection with my use of the Community Center including the loss, damage or theft of personal property located in or near the Community Center during use. The undersigned resident/owner acknowledges that the NFCA's liability for any loss or claim or any kind or nature whatsoever that relates to my/our use of the Community Center shall be and hereby are limited to the amount of rental fees or deposits paid to the NFCA for my/our reserved use of the Community Center.

Resident Sponsor's Signature Date

_____ Approved _____ Disapproved _____
Authorized Signature Date

RULES FOR USING THE COMMUNITY CENTER

The Newington Forest Community Association, Inc. (NFCA) assumes no liability for injury or damage to persons or property arising from the use of the Community Center building. Users of the Community Center must abide by all applicable laws and ordinances as well as the rules and regulations for usage of the Community Center. The rules are as follows:

1. The resident who reserved the Community Center must be present at all times during the scheduled use of the building and is responsible for the actions of his/her guests while they are on the property.
2. Sound levels must be kept at a level that will not disturb others.
3. Parties and gatherings of persons under 18 years of age must be supervised at all times by a resident 21 years of age or older.
4. **SMOKING IS NOT ALLOWED** inside the Community Center. The use of any device that provides smoke or smoke-like substances is also prohibited. The Community Center is equipped with a system that is easily triggered by cigarette or theatrical smoke. The Fire Department will automatically respond to the Community Center's alarm. Cigarette smoking is allowed only on the deck and front steps; please be sure that ashtrays are used.
5. **In the event the Fairfax County Police, Fire Department, the Association's Alarm Contractor and/or Association staff are called to respond to a complaint or the presence of smoke in the Community Center, the Board of Directors may retain the entire security deposit paid by the sponsoring resident. Initials: _____**
6. Other than on a birthday cake, the use of candles is strictly prohibited.
7. Total capacity of the Community Center is limited to 49 persons.
8. The Community Center must be restored to its pre-rental condition. Appropriate clean up after use of the building consists of sweeping and wet mopping the floors in the party room, kitchen and restrooms and cleaning the counters, sink and microwave oven in the kitchen. The tables and chairs should be wiped down, folded, and stacked. Please be sure all decorations are taken down (inside and outside) and that no cigarette butts are left on the steps, sidewalk, and grassy areas. All trash (including trash left in the restrooms) should be bagged and taken to the trash can enclosure located at the end of the parking lot. **Failure to clean the Community Center and to return it in good condition shall result in the forfeiture of the entire security deposit. Initials: _____**
9. The decision of the Association staff with regards to the condition of the room after a party and the amount of money to be withheld from the security deposit is final.

PLEASE DO NOT USE NAILS, THUMBTRACKS, STAPLES, TAPE OR ANY OTHER OBJECT/SUBSTANCE THAT CAN CAUSE PERMANENT MARKING OR DAMAGE TO THE COMMUNITY CENTER BUILDING (INSIDE AND OUT), DECKS, PARKING LOT, AND GROUNDS.

NO GLITTER