

**SULLY STATION II COMMUNITY ASSOCIATION
POOL DECK AREA RENTAL AGREEMENT**

Permission is hereby requested by:

Name: _____

Address: _____

Phone: _____

E-mail: _____

To use the Sully Station II Pool Deck Area according to the following specifications:

DATE OF ACTIVITY: _____

RENTAL PERIOD (TIME): FROM _____ UNTIL _____

PURPOSE OF ACTIVIETY: _____

ANTICIPATED NUMBER OF PERSONS: _____

(NOT TO EXCEED 40 PERSONS) A GUEST LIST WILL NEED TO BE PROVIDED TO MANAGEMENT

NO ALCOHOLIC BEVERAGES ARE TO BE PRESENT.

(_____)HRS @ \$25.00 Per Hour/Minimum of 2 Hours during Regular Pool hours

(_____)HRS @ \$75.00 Per Hour after Regular Pool hours

TOTAL FOR CHECK # 1 \$ _____

PLEASE NOTE:

The managing agent must receive the signed agreement, the check in the amount due (as shown above), and a list of guest entering the pool in order to reserve any dates and times available.

The Sully Station II Community Association (hereinafter referred to as the "Association") and the undersigned resident(s) (hereinafter referred to as the "Agreement Holder") hereby agree to the following terms and conditions of this Pool Deck Area Rental Agreement (hereinafter referred to as the "Agreement"):

1. The Agreement Holder(s) and his/her guests will have exclusive use of the Pool Gazebo and adjacent deck area during the Period described above.
2. The Agreement Holder(s) hereby agrees to comply with all local and state laws, order or governmental regulations and/or ordinances. The Agreement Holder(s) also agrees to abide by the rules and regulations of the Association for the use of the Pool and deck area which are adopted from time to time, and the stipulations of this Agreement. The Association has the right to modify the rules and regulations from time to time and shall have no liability to the Agreement holder for its enforcement or waiver of such rules and regulations. The Agreement Holder(s) hereby agrees and certifies that he/she has received and reviewed a copy of Policy Resolution No. 11 _____ (attached to this agreement).
3. The Agreement Holder(s) hereby agrees to provide Management with a list of Guest attending the party.

4. All personal property placed in the Pool Area or elsewhere upon the Association's property shall be placed at the Agreement Holder's risk or at the risk of the person owning such property, and the Agreement Holder(s) agrees to hold the Association harmless and without fault or liability for any loss or damage, direct or indirect, which occurs as a result of theft or damage to said property.
5. NO pets or animals shall be brought in the Pool Area except those assisting the legally handicapped.
6. The Agreement Holder(s) agrees to be present at least thirty (30) minutes prior to the reserved time of this agreement to conduct a pre-use inspection of the Pool Area and its facilities with the designated Association representative to note the condition of the facilities prior to commencement of the Rental Period.
7. The Agreement Holder(s) understands and is aware that the designated Association Representative at her/his discretion may be present at any time during the Rental Period to monitor compliance with this Agreement. _____
8. The Agreement Holder(s) hereby agrees that the Pool Area and its premises will be used only for the purpose indicated above. _____
9. The Agreement Holder(s) hereby agrees that the designated Association representative, at his/her discretion, may terminate the Rental Period at any point in time if he/she feels that the activities of the Agreement Holder(s) or his/her guests or invitees are in violation of any of the Association's legal documents, rules and regulations or County ordinances, or if the activities are deemed contrary to the best interest of the Association. The designated Association representative may terminate the Rental Period if such activities are deemed to put the center, its property, or the Agreement holder at his/her guests or invitees at unusual risk. In such instances, no portion of the rental fee will be refunded. In addition the security deposit will be held pending the decision of the Board of Trustees as to the amount of penalty, if any, to be deducted as a result of such activity. _____
10. The Agreement Holder(s) hereby agrees to exercise due care in using the premises, and the Agreement holder also agrees that the area and furniture within the area are under his/her control, and therefore the Association is not liable to the agreement holder, his/her guests, servants, or invitees for any damage whether to person or property caused. In addition, the Agreement holder agrees to indemnify and hold the Association harmless and without fault or liability for any loss or damage, direct or indirect, which occurs during the Rental Period from either personal or property damage sustained by the Agreement holder, his/her guests, invitees, or servants. Moreover, the Agreement holder shall indemnify the Association for any and all costs or expenses, including but not limited to attorney's fees, that are incurred by the Association arising out of any claim by it against the Agreement holder(s), his/her guests, invitees or servants. _____
11. The Agreement Holder(s) hereby understands that emergencies should be reported immediately to:

- FIRST** The police or Fire/Rescue (as appropriate) by dialing 911
- SECOND** The designated Association representative **On-Site Manager 703-828-4338**
- THIRD** The Agreement holder must complete an Incident Report documenting the emergency and/or Accident.

All accidents, no matter how small should be logged and explained in detail on an Incident Report.

- 12. The Agreement Holder(s) hereby acknowledges that this Rental Agreement cannot be assigned or transferred to another resident or homeowner of the Association, or any other person(s).
- 13. The Agreement Holder agrees to vacate the Pool Deck Area on or before the designated end time of the reserved time period. Failure to do so will result in a charge of \$25.00 per every fifteen (15) minutes (or part thereof).

The Rental Agreement is not an interest in real estate but an agreement for the use of the Premises. In the Event that the Association breaches its obligations under this Rental Agreement the parties hereto agree that the Association's liability for damages shall be limited to the amount of the Fee(s) paid and the Security Deposit paid. If more than one individual constitutes the Agreement holder will be joint and several obligations of the individual members thereof.

Agreement Holder(s)

_____ Date _____
Signature

Printed Name and Address _____

_____ Date _____
Signature

Printed Name and Address _____

Sully Station II Community Association Designated Representative or Managing Agent:

Approved and Signed By: _____ Date _____

Name (Please Print): _____ Title _____

SULLY STATION II
RENTAL AGREEMENT HOLDER RESPONSIBILITIES ACKNOWLEDGEMENT

1. The Agreement Holder(s) executing the Agreement must be present for the duration of the event and adhere to the hours on the said Agreement.
2. All events/activities must end and the Pool Deck Area be vacated at or before the end of the Rental Period. As a matter of courtesy to the community, please vacate the area quietly.
3. There will be a pre-use inspection of the Pool Deck Area with the Agreement Holder(s) and the designated Association representative. Upon entry, Agreement holder should note any apparent vandalism or any cleanliness deficiencies on the inspection form.
4. Agreement Holder(s) must not allow more than the maximum number of persons permitted by the contract during the Rental Period; and is responsible for the cost and the consequence of any legal action initiated by the Association or Fairfax County for occupancy violations.
5. All food, beverages and personal belongings must be removed from the premises at or before the end of the Rental Period.
6. Except where such fees are incidental to Association-Sponsored activities, no admission fees or any fund transfers which might be construed as admission fees whatsoever shall be collected for use of the center by the Agreement Holder(s).
7. ***Absolutely no alcohol is permitted at any events.***
8. All association tables and equipment shall be returned to proper storage areas following each reserved use. Under no circumstances shall chairs, tables, or any other equipment belonging to the Association be removed from the center.
9. If auxiliary lights or sound equipment are contemplated for use during any of reserved time, the Association's managing agent shall be notified three (3) days in advance. The managing agent reserves the right to conduct an inspection of the decorations or equipment to be used by a representative of the Fairfax County Fire Department or by a licensed electrician. A fee to cover the cost of such inspection(s) shall be levied against the Agreement Holder(s).
10. **Absolutely** no objects such as nails, tacks, candles or substances which cause permanent damage shall be placed on the post, ceilings or railings. Decorations shall be removed entirely immediately following the reserved use of the center. Under no circumstances shall any group make any structural alterations.
11. Paint, acids and all other supplies and materials which present a clear damage potential are prohibited during the times of reserved use.
12. Personal property of the Agreement Holder(s) and their guests and invitees shall be removed from the area following the reserve use of the center.
13. Each Agreement Holder(s) shall be personally responsible for knowing the location of and proper use of the fire extinguishers.
14. The Fairfax County noise ordinance prohibits loud noise which may disturb residents of the community. The Agreement holder is required to adhere to the requirements of this ordinance. As a matter of courtesy to the community, please vacate the premises quietly.

- 15. The designated Association representative is permitted to attend all events/functions only in a manner to monitor compliance with the Agreement and Association rules and regulations.
- 16. The Community Center is **not included in the Rental Agreement.**

I UNDERSTAND THAT FAILURE TO COMPLY WITH ANY OR ALL OF THESE RULES MAY RESULT IN THE IMMEDIATE TERMINATION OF THE FUNCTION/EVENT, DENIAL OF FURTHER USE OF THE POOL DECK AREA, AND/OR OTHER FEES OR PENALTIES BEING IMPOSED BY THE ASSOCIATION AS APPROPRIATE.

I HEREBY ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE ABOVE AGREEMENT HOLDER(S) RESPONSIBILITIES.

Agreement Holder(s)

Signature Date _____

Printed Name and Address _____

Signature Date _____

Printed Name and Address _____

Signature Date _____

Sully Station II Community Association Designated Representative or Managing Agent:

Approved and Signed By: _____ Date _____

Name (Please Print): _____ Title _____