



Facility Rental Agreement

This Rental Agreement (“Agreement”) is entered into this _____ day of _____ 2019, by and between Brambleton Community Association (“Association” or “BCA”), and _____ (“User”), residing at: _____ Brambleton, Virginia 20148.

Witnesseth:

1. **DOCUMENTS.** This Rental Agreement, including Exhibits A and B attached hereto and incorporated herein by reference, constitutes the entire agreement and understanding of the parties. In the event that any of the terms of this Rental Agreement conflict with the attached Exhibits A and B, the terms contained in this Agreement shall control over the terms contained in the Exhibits.
2. **PURPOSE.** This Agreement is for the User’s temporary use of the specific Association facility (hereinafter referred to as the “Premises”) indicated below. This Agreement does not include the common area grounds upon which the facility is located or adjacent common areas.

- _____ Brambleton Community Center Main Level
Located at 42645 Regal Wood Drive, Brambleton, VA 20148
- _____ Brambleton Corner Clubhouse
Located at 42255 Palladian Blue Terrace, Brambleton VA 20148
- _____ Brambleton Corner Clubhouse & Pool (Friday/Saturday Evenings Only)
Located at 42255 Palladian Blue Terrace, Brambleton VA 20148
- _____ Beacon Crest Pool Clubroom
Located at 22650 Beacon Crest Terrace, Brambleton VA 20148
- _____ Beacon Crest Pool Clubroom, Patio & Grill
Located at 22650 Beacon Crest Terrace, Brambleton VA 20148
- _____ Beacon Crest Pool Entire Facility (Friday/Saturday Evenings Only)
Located at 22650 Beacon Crest Terrace, Brambleton VA 20148

3. **TERMS AND CONDITIONS.** For the good and valuable consideration and the other promises set forth herein, User shall have exclusive temporary use of the Premises according to the following terms and conditions:
 - a. **Rental Period:** All setup, breakdown, clean-up, and removal of User’s personal belongings, equipment and supplies must take place during this period. The Rental Period for exclusive use of the Facility by the User is as follows:

Day: _____ Date: _____

Starting Time: _____ Ending Time: _____

b. **Rental Fee:** The fee for the Premises indicated above shall be \$ _____ (“Rental Fee”) and upon acceptance and receipt of same by the Association, the User and the Association agree to and shall be bound by all of the provisions, terms and conditions set forth in this Agreement and its Exhibits. User’s payment of the Rental Fee to the Association shall reserve the Premises for the Rental Period. The Rental Fee shall be paid by _____

b. **Occupancy:** The number of User’s guests, invitees or other attendees shall not exceed _____.

c. **Use of Premises.** The User agrees that the Premises shall be used only for the purpose specified on the approved application and as follows:

4. **ONSITE USER PRESENCE.** The User signing this Agreement shall be on the Premises for the duration of the Rental Period. During check-in, and at any point during the rental, the Association shall require the User to present a current driver’s license or other valid picture identification to verify that they are the signing User. The User signing this Agreement is responsible for the compliance of his/her guests, invitees, and contractors with the terms and conditions set forth in this Agreement and with the Association’s covenants, rules and regulations. The Association has the right and authority to immediately terminate this Agreement if the User is not on the Premises and/or if their guests, attendees or contractors violate any Association rules or regulations.
5. **CLEANING.** At the conclusion of User’s event, User shall remove all their personal items, supplies, and equipment; remove and properly dispose of trash, litter and debris; wipe all tables and chairs free of crumbs, stains, liquids, and return any Association-provided chairs, tables or other equipment to their original location in a neat and orderly manner, all of which must occur during the Rental Period indicated above unless other arrangements are made with the Association. The cleaning fees set forth in Exhibit B cover the Association’s cost to hire a service provider for the general cleaning and re-stocking of supplies necessary after a rental. Such fees do *not* relieve the User of the duty to perform the routine clean-up tasks described above.
6. **EVENT ATTENDANT.** An Association provided attendant shall be required during all private functions at the expense of the User, unless waived by the Association. The Association’s attendant will be at the facility approximately 30 minutes prior to the Rental Period to check-in the User and may remain on the premises or on call during the rental period.
7. **ACCESS BY THE ASSOCIATION.** The User shall permit access to the Premises by any authorized agent of the Association at any time during the Rental Period.
8. **COMPLIANCE WITH LAWS.** User agrees to comply with all federal, state, municipal laws and ordinances and all Association covenants, rules and regulations while using the Premises.
9. **FIREARMS.** No firearms are permitted at any time on Association common area and the Premises covered by this Rental Agreement. The User is responsible to enforce this prohibition.

10. **ADJACENT PROPERTIES.** The User, his/her guests, invitees and contractors and the User's event generally shall have no unreasonable adverse effect upon or create a disturbance relative to adjacent residences, owners, residents and their guests. Use of the Premises is limited to the interior of the building except when parking and for ingress/egress purposes. There shall be no outdoor gatherings or activities. Smoking outdoors and outside the facility by small groups of no more than three (3) people is permitted in an area of the Premises where there is no audible or visual impact to adjacent homes. All noise, music or other sounds that are generated on the Premises shall not be heard when standing on the front sidewalk of the adjacent homes.
11. **ALCOHOLIC BEVERAGES AND ILLEGAL SUBSTANCES.** User shall not serve, sell or use alcoholic beverages on the Premises unless User complies with all laws and licensing requirements of the Commonwealth of Virginia and Loudoun County relating to same and has provided the Association with a copy of all applicable licenses. User shall not serve or sell alcoholic beverages to minors or allow the consumption of alcohol by any minors on the Premises. Alcoholic beverages are prohibited outside of the facility. Under no circumstances shall the User serve, sell, purchase, allow the use of, or bring any illegal or controlled substances upon Premises.
12. **STANDARD OF CARE.** User shall use due care and diligence in his/her use of the Premises and shall ensure that his/her guests and invitees are similarly careful and diligent in their use. At the end of the Rental Period, User shall remove all of User's property and refuse brought upon the Premises and promptly deliver to the Association possession of the Premises, clean and in good condition and in compliance with the conditions and rules set forth on Exhibit A.
13. **RESTORATION OF PROPERTY / REPLACEMENT OF FURNITURE OR EQUIPMENT.** In the event that User or his/her guests or invitees cause damage or loss to the Premises or any property located therein during the Rental Period, the Association shall promptly remedy such damages and repair such damaged property to a condition substantially similar to that which existed before the damage was caused. The User is responsible for any insurance deductibles, permits, and all other fees and costs related to the restoration of the Premises and/or replacement of furniture or equipment. The User shall be responsible for all costs associated with the repair plus an additional 20% administrative and general contracting fee. In the event that the Association incurs actual costs related to repair and restoration of the Premises, to include replacement of furniture or equipment, the Association shall forward copies of the invoices for same to the User and make demand for payment thereon within thirty (30) days. Should User default in the payment thereof, Association shall be entitled to treat such costs as an assessment against the User's lot and the personal obligation of the User, and shall be further entitled to avail itself of all legal remedies to collect such costs, to include all remedies set forth in the Declaration for Brambleton.
14. **INDEMNIFICATION.** The User shall be fully liable for and hereby indemnifies and agrees to hold harmless the Association, its Board of Directors, agents, other members, residents, guests, tenants, Managing Agent and Developer (Brambleton Group, Inc.), from any and all injuries, deaths, damages, causes of actions, claims or obligations, and any consequential and incidental damages, attorneys' fees or costs arising out of or related to any acts, omissions, negligence or gross negligence or on the part of the User or his/her guests caused during the Rental Period. By using the Premises, User assumes any and all risks inherent to such use. Association shall not be liable to the User or to his/her guests or invitees for any loss or damage suffered during the Rental Period on account of or caused by any defective condition or depreciation of the Premises, or by any structure, furniture, or equipment upon the Premises. User understands and agrees that Association shall not be liable for any loss, injury or damage caused by known or unknown defects in the Premises and fixtures thereon.

Regardless of circumstance or occurrence, any potential or actual monetary liability of the Association shall not exceed the amount of the Rental Fee and any associated costs (per Exhibit B) of User's rental of the Premises. In the event that subsequent to the execution of this Agreement by the parties but prior to the Rental Period the Premises for any reason becomes unavailable for User's event, User shall be entitled to a full and prompt refund of the Rental Fee and any other related fees paid by User.

15. **RESPONSIBILITY FOR PERSONAL EQUIPMENT.** User shall be responsible for any and all equipment, supplies, and materials necessary for the use and enjoyment of the Premises for User's event, except for the furnishings and fixtures presently on the Premises. The Association assumes no responsibility and specifically disclaims any liability for any loss or damage to the equipment, supplies, and materials belonging to or brought upon the Premises by User, his/her guests or invitees.
16. **RULES AND REGULATIONS.** In his/her use of the Premises, User and his/her guests or invitees shall abide by the covenants, rules and regulations of the Association and the terms and conditions of this Agreement. Any instance of non-compliance with Association covenants, rules and regulations may result in the suspension of BCA privileges, services, and/or the assessment of fees related to the violation, after notice and an opportunity to be heard as required by the Virginia Property Owners Association Act.
17. **ASSOCIATION'S DUTIES.** The Association is responsible to perform the following duties.
 - a. **Availability.** The Association shall make the Premises available to the User for the User's exclusive use and enjoyment during the entire term of the Rental Period. Association staff, its contractors, or agents have the right to enter the Premises at any time during the Rental Period to inspect the facility or gain access to Association offices, supplies or equipment located at the Premises.
 - b. **Utilities.** During the Rental Period, the Association shall provide and pay for all lights, heat, water and sewer charges reasonably necessary for the proper use and enjoyment of the Premises. The Association does not, however, guarantee the performance or quality of these utilities and shall not be liable for any interruptions in these services that are beyond the Association's control or responsibility.
18. **TERMINATION.** The Association has the right and may immediately terminate this Agreement upon any violation of its terms, conditions or provisions by the User. Upon such termination and the demand to do so by the Association, User shall immediately vacate the Premises.
19. **ASSIGNABILITY OF THE AGREEMENT.** This Agreement shall not be assigned for any reason.
20. **WAIVER AND BREACH.** A waiver by the Association of any breach of any term or condition hereof shall not be deemed a waiver of any other or any subsequent breach. In the event that the Association is required to file a legal action because of a breach of this Agreement by the User, the User shall be responsible for the costs of the action, including, but not limited to, reasonable attorneys' fees as determined by the court.
21. **VENUE.** This Agreement shall be interpreted and enforced in accordance with the laws of the Commonwealth of Virginia and Loudoun County. Both parties hereto expressly agree that if legal action is required to interpret or enforce this Agreement, said action shall be filed in Loudoun County, Virginia.
22. **BINDING OBLIGATION OF ENTIRE AGREEMENT, COUNTERPARTS.** This Agreement shall constitute the entire agreement between the parties, and there are no addenda to this Agreement. No

variance or modification of this Agreement shall be valid or enforceable except by another agreement, in writing, executed and approved in the same manner as this Agreement.

23. **SEVERABILITY.** In the event that any part of provision of this Agreement shall be adjudged unlawful or unenforceable under Virginia law, any lawful intent of the provision and the remainder of this Agreement shall nonetheless survive and remain in full force and effect.

24. **CANCELLATIONS.** If the rental is canceled by User less than 28 calendar days prior to the reserved Rental Period, the User will forfeit 50% of the rental fee. If cancellation by User is less than 14 days prior to the contracted rental date, the User will forfeit the entire rental fee. If at any time, the assessment account is not in good standing with all assessment charges or any other applicable fees and charges paid, the reservation maybe cancelled and the user will forfeit the rental fee based upon the cancellation schedule outlined above. User may appeal the forfeiture by submitting such an appeal in writing to the BCA office. The appeal will be decided upon by the BCA Board of Directors, whose decision shall be final. The Rental Fee will be refunded only under extraordinary circumstances which prevent the use of the Premises. The following are circumstances considered to be extraordinary events: severe inclement weather or mechanical failure at the Premises, either of which in the sole opinion of the Association prevent the safe use of the Premises, or the sudden serious illness or death of the User or an immediate family member of the User. All cancellations are subject to a \$25.00 administration fee.

IN WITNESS WHEREOF, the User and the Association, by its duly authorized representative, have executed this Agreement on the day and year written below.

BCA OWNER/AUTHORIZED TENANT, USER

NAME: _____

ADDRESS: _____

PHONE: _____

EMAIL: _____

SIGNATURE: _____

DATE: _____

BRAMBLETON COMMUNITY ASSOCIATION

NAME: _____

SIGNATURE: _____
(Without Personal Recourse)

TITLE: _____

DATE: _____

Exhibit A

Facility Rules & Regulations

Access to the Facility

An Association staff member or designee will meet the User approximately 30 minutes prior to the start of the Rental Period perform a pre-rental inspection. Upon completion of the check-in, User will receive keys and access to the facility. The User must be present and provide a government-issued photo ID. If proof of identity cannot be produced by User, access to the facility will not be allowed until such time as a photo ID is presented and User's identity is verified.

Common Area Usage

Users, their guests and (if applicable) contractor(s) have exclusive use of the interior spaces and pool area as the Agreement states. In addition, the parking lot, parking spaces and sidewalk leading between those facilities and the Premise shall be used only for ingress and egress during the Rental Period. There shall be no use of the exterior common areas during the rental, unless otherwise stated in the Agreement.

Decorations

Decorations may be attached to the walls using BCA-provided tape only. User must request the tape prior to the day of the rental. Decorations may be attached to the walls only. No decorations shall be attached to the facility windows, ceilings, doors, cabinets, electronics, sound panels or fixtures or surfaces other than the walls.

Fireworks

Legal and illegal fireworks (including sparklers) are prohibited on Association common areas. Users of the Premises are responsible for enforcing this prohibition as to guests, invitees and contractors throughout the rental period.

Pets

No pets other than service animals are permitted.

Safety & Security

User is responsible for maintaining a safe and secure environment for User's guests, invitees and contractors during the Rental Period. Failure to do so could result in immediate termination of the rental agreement.

Cameras are present on the property with recording and remote monitoring functionality. Altering or disturbing these systems is prohibited.

In the event of a fire or security alarm, BCA management staff, the Loudoun County Sheriff's Department, and/or the Loudoun County Fire Department will be notified. If the alarm is determined to be false and the act of User or his/her guests or invitees, User may be responsible for any and all penalties and fees associated with the false alarm.

Smoking/Vaping

Smoking and vaping are not permitted within any portion of the facility. Smoking and vaping are permitted only in designated outdoor areas. All smoking material must be properly disposed of. Users will be charged a fee if cleanup related to smoking is required.

FACILITY-SPECIFIC RULES & REGULATIONS

Brambleton Community Center Main Level

Clean-up & Breakdown

Clean-up of the facility includes removal of all trash and disposal in the designated containers; general cleaning; return, stacking and placement of all chairs and tables in the designated space as shown in the diagrams/pictures located in the storage room; adjustment of the thermostat back to the standard setting; turning off all lights and a/v equipment; and securing all doors.

Noise

Noise generated from the rental shall not affect adjacent homeowners and residents. The doors shall not be left or propped in the open position for an extended period of time. Music from the rental must not be heard when standing at the sidewalk on the opposite side of the street from the facility. User's guests must speak at reasonable levels when entering and exiting the facility.

Use of Common Area

The User does not have exclusive use to common area spaces outside of the building, except the balcony on the main level, unless other contractual arrangements have been stated in the Agreement. Any outdoor group use of the common areas must take place on the balcony and must conclude by 11:00pm. Outside group gatherings are prohibited at the front entrance, in the street, and parking lot, unless otherwise stated in the Agreement.

Use of Premise

The Agreement is for the main level only. Any use of the lower level and/or pool deck is prohibited.

Audiovisual

Audiovisual equipment located at the facility is for the sole use of Brambleton Community Association. The User may bring in their own personal audiovisual equipment to be used during their rental.

Trash

The User must dispose of all trash collected in the cans into the larger totters or dumpster located on the Premise.

Brambleton Corner Clubhouse

Clean-up & Breakdown

Clean-up of the facility includes removal of all trash and disposal in the designated containers; general cleaning; return, stacking and placement of all chairs and tables in the designated space as shown in the diagrams/pictures located in the storage room; adjustment of the thermostat back to the standard setting; turning off all lights and a/v equipment; and securing all doors.

Conclusion Time for Events/Parties

All events must conclude by 11:00pm. Between 11:00pm-12:00am, the facility may be occupied for the sole purpose of event breakdown and cleaning as required by the Agreement.

Noise

Noise generated from the rental shall not impact adjacent homeowners and residents. The main entrance door shall not be left in the open position for an extended period of time. Music from the rental must not be heard when standing at the sidewalk on the opposite side of the street from the facility. Guests of the renter must speak at reasonable levels when entering and exiting the facility.

Use of Common Areas

The User does not have exclusive use of common area spaces outside of the building. Any outdoor group gatherings must be stated, reviewed, approved and noted in the Agreement.

Use of Pool and Surrounding Deck

The pool deck shall not be used for any reason during a rental unless the rental has paid for pool use and Association provided lifeguards are on duty.

Audiovisual

Audiovisual equipment located at the facility is for the sole use of Brambleton Community Association. The User may bring in their own personal audiovisual equipment to be used during their rental.

Trash

The User must dispose of all trash collected in the cans into the larger totters or dumpster located on the Premise.

Brambleton Corner Pool**Clean up & Breakdown**

Clean-up of the facility shall take place during the contracted time stated in the agreement, and shall include removal of all trash and disposal in the designated containers; general cleaning; return, stacking and placement of all chairs and tables in the designated space as shown in the diagrams/pictures located in the storage room; adjustment of the thermostat back to the standard setting; turning off all lights and a/v equipment; and securing all doors.

Conclusion Time for Events/Parties

All events must conclude by 11:00pm, which includes clean-up. User is responsible for planning adequate time into their event to allow for clean-up and departure from the Premise by 11:00pm.

Noise

Noise generated from the rental shall not impact adjacent homeowners and residents. The main entrance door shall not be left in the open position for an extended period of time. Music from the rental must not be heard when standing at the sidewalk on the opposite side of the street from the facility. Guests of the renter must speak at reasonable levels when entering and exiting the facility.

Use of Common Areas

The User does not have exclusive use of common area spaces outside of the building. Any outdoor group gatherings must be stated, reviewed, approved and noted in the Agreement.

Pool Rules

The User, attendees, guests and contractors must adhere to all pool rules. Failure to do so can result in immediate termination of the Agreement. Please note that no glassware of any type is permitted.

Pool Staffing

All costs associated with the lifeguards and pool operators, required by Loudoun County and the Association, are to be paid by the User. The Association will arrange for this staffing through its pool management contractor. Users cannot supply their staffing for this.

Trash

The User must dispose of all trash collected in the cans into the larger totters or dumpster located on the Premise.

Beacon Crest Pool

Clean up & Breakdown

Clean-up of the facility shall take place during the contracted time stated in the agreement, and shall include removal of all trash and disposal in the designated containers; general cleaning; return all tables and chairs to their original position.

Conclusion Time for Events/Parties

All events must conclude by 11:00pm, which includes clean-up. User is responsible for planning adequate time into their event to allow for clean-up and departure from the Premise by 11:00pm.

Noise

Noise generated from the rental shall not impact adjacent homeowners and residents. Music from the rental must not be heard when standing at the sidewalk on the opposite side of the street from the facility. Guests of the renter must speak at reasonable levels during the event and when entering and exiting the facility.

Use of Common Areas

The User does not have exclusive use of common area spaces outside of the building.

Pool Rules

The User, attendees, guests and contractors must adhere to all pool rules. Failure to do so can result in immediate termination of the Agreement. Please note that no glassware of any type is permitted.

Pool Staffing

All costs associated with the lifeguards and pool operators, required by Loudoun County and the Association, are to be paid by the User. The Association will arrange for this staffing through its pool management contractor. Users cannot supply their staffing for this.

Trash

The User must dispose of all trash collected in the cans into the larger totters or dumpster located on the Premise.

Exhibit B

Rental and Related Fees and Non-Compliance Charges

RENTAL FEES

Facility	Hours	Rental Rate	Cleaning Fee	Attendant Fee
Community Center Main Level	Friday: 6:00pm-1:00am Saturday: 10:00am-1:00am Sunday: 10:00am-10:00pm	\$75 per hour Minimum 4 hour rental	\$75	\$30 per hour
Corner Clubhouse	Fri.: 6:00pm-11:00pm (11:00pm-12:00am clean-up only) Sat.: 10:00am-11:00pm(11:00pm-12:00am clean-up only) Sun.: 10:00am-10:00pm*	\$125 per hour Minimum 6 hour rental	\$125	\$30 per hour
Corner Clubhouse Pool	Friday & Saturday 8:00pm-11:00pm	\$600 \$155 for lifeguards (<50 guests) \$21.50/hr per add'l lifeguard (per add'l 25 guests)	\$125	\$30 per hour
Beacon Crest Club Room	Monday-Sunday 10:00am-8:00pm	\$30 per hour	Included	
Beacon Crest Club Room + Patio/Grill area	Monday-Sunday 10:00am-8:00pm	\$60 per hour Minimum 2 hour rental	Included	
Beacon Crest Club Room Patio/Grill Area Pool	Friday & Saturday 8:00pm-11:00pm	\$300/8:00pm-11:00pm \$155 for lifeguards (<50 guests) \$21.50/hr per add'l lifeguard (per add'l 25 guests)	Included	

Facility Tour Fee. The Association will provide the User with one free prescheduled 15-minute tour of the Premises prior to the Rental Period. Additional time and/or tours can be scheduled at a cost of \$25 per half hour, with a minimum half hour charge which is to be prepaid. All tours must be scheduled no less than 72 hours in advance of the event. All scheduled tours must take place during regular business hours.

NON-COMPLIANCE CHARGES

The User shall comply with the terms and conditions of this Agreement. Failure to comply may result in additional rental user fees or violation charges being charged to the User. The User agrees to pay all additional fees and charges that the Association deems reasonable and necessary. Additional fees or violation charges may include but are not limited to the following:

- General Damage to the Facility
 - Contractor Fees plus 20% administration fee
 - BCA Staff Fee: Minimum \$80 per hour plus parts and supplies. Min. \$40 billed in ½ hour increments
- Damage as a result of decorating
 - Sound panels-\$200 minimum
 - Walls, windows, doors, fixtures-\$100 minimum
- Excessive noise - \$100 minimum
- Outside gathering - \$100 minimum
- Fireworks- \$250 minimum
- Smoking and/or vaping indoors-\$250 minimum
- Trash not removed from building-\$50 minimum
- Additional or Unscheduled Cleaning
 - Contractor Fees plus 20% administration fee
 - BCA Staff Fee: \$80 per hour. Min. \$40 billed in ½ hour increments
- Chairs/Tables not stored in closet correctly-\$50 minimum
- Chairs/Tables damaged-Cost of repair and/or replacement plus 20%
- Outside littering/trash cleanup including dumpster area - \$50 minimum
- Cleaning/repairing labor time - \$100 per hour
- Unauthorized use of pool deck - \$500 minimum
- Building in use past contracted rental time-2x hourly rental rate
- Additional Services
 - Contractor fees plus 20% administration fee.
 - BCA Staff: \$80 per hour. Min. \$40 billed in ½ hour increments