

WELLINGTON



Facility Rental Agreement

The Wellington Facility is available to OWNERS and Non-Resident Members only.

NAME: _____

ADDRESS: _____

PHONE: (Home) _____ (Work) _____

Wellington Community Center

(Occupancy Load 224 standing, 160 with chairs, 75 with tables and chairs)

Available every day except December 25th.

Monday through Thursday 7:00 PM to 11:00 PM

Friday 7:00 PM to 1:00 AM

Saturday and holidays 8:00 AM to 4:00 PM

Saturday and holidays 7:00 PM to 1:00 AM

Saturday and holidays 8:00 AM to 1:00 AM

Sunday 8:00 AM to 4:00 PM

Sunday 7:00 PM to 11:00 PM

The charge for renting the community center at any time will be 125.00 per hour with a four hour minimum. If you rent the center for more than four hours, you will be charged by the hour for the extra hours you rent at 125.00 per hour.

Date of Event: _____ Type of Event: _____

Number of attendees: _____ Will alcohol be served? YES ____ NO ____

SECURITY RENTAL DEPOSIT is \$1,000 per event. This security deposit will be refunded if no damage or clean up costs have been incurred to the rental facility. The deposit must be made with a certified check or money order made out to Wellington.

FULL REFUND will be given with a minimum ten-day cancellation notice.

Rental Check # _____ Amount _____ Security Check # _____ Amount _____

POLICY RESOLUTION #13 FACILITY RENTAL POLICY AND PROCEDURES ATTACHED.
PLEASE READ AND SIGN LAST PAGE.

Please mail or deliver this signed agreement to: Wellington Community Association, 9700 Wellington Road, Manassas, VA 20110. Reservations will only be held once the checks have been received. Please call (703) 330-5019 if you have any questions.

WELLINGTON COMMUNITY ASSOCIATION
POLICY RESOLUTION #13
Wellington Community Association
USE OF COMMON AREAS: COMMUNITY CENTER

Date: January 19, 2007

WHEREAS, Article 8, Section 8.3 of the Declaration of the Wellington Community Association states that "The Board of Directors shall have the power to adopt, amend and repeal Rules and Regulations restricting and regulating the use and enjoyment of the property or any portion thereof, which may supplement, but may not be inconsistent with the provisions of the Association Documents," and

WHEREAS, Article 4, Section 4.1 of the Bylaws of the Wellington Community Association stipulates that it shall be the duty of the Board to:

"Adopt and amend any reasonable Rules and Regulations not inconsistent with the Association Documents," and

WHEREAS, the Board deems it necessary and desirable to establish certain rules, procedures and guidelines for the use of the Association Community Center.

NOW, THEREFORE, BE IT RESOLVED THAT the following Rules and Regulations for the use of the Community Center be adopted:

I. ELIGIBLE USE

- A. The Community Center shall be for the exclusive use of Wellington Community Association (WCA) members, Non-Resident Pool members, and their guests. Non-Resident Pool Members must be current in their fees. Residents must be current in their assessment payment, and with no outstanding violations of the Association Documents or rules and regulations may reserve the Center.
- B. First priority for use of the Center will be given to the governing bodies of the Association such as Association committees with regularly scheduled meetings or functions. Otherwise, scheduling of the center for WCA approved events and activities shall be on a first-come, first-served basis by the managing agent.
- C. The Community Center may be reserved by eligible Members and used for private events by Residents for the use of Residents and their guests and invitees; provided, however, the reserving Resident must be in attendance for the full duration of the event scheduled in the reserved Center.
- D. No two events may be held simultaneously in the Facility. The number of guests in attendance must be equal or less than the City of Manassas Fire Marshall's permitted occupancy for the building. (224 standing, 160 w/chairs, 75 w/tables and chairs)
- E. Nondenominational youth groups (i.e. Boy Scouts, Girl Scouts, etc.) comprising Wellington residents and their guests may use the Facility without or with a reduced rental fee when not otherwise rented. Security fees and cleaning fees may be levied at the discretion of the Wellington Community Association.

II. FEES, DEPOSITS AND AVAILABLE TIMES OF USE

A. **Security Deposit** for use of the facility:

\$1,000.00 per event.

The security deposit shall be paid at the time of reservation by cashier's check payable to Wellington Community Association.

Charge for renting will be \$125.00 per hour with a four hour minimum. If you rent for more than four hours, you will be charged at the rate of \$125.00 per hour.

B. **Facility Rental Fees for use of the facility:**

Monday through Thursday 7:00 PM to 11:00 PM

Friday 7:00 PM to 1:00 AM

Saturday and holidays 8:00 AM to 4:00 PM

Saturday and holidays 7:00 PM to 1:00 AM

Saturday and holidays 8:00 AM to 1:00 AM

Sunday 8:00 AM to 4:00 PM

Sunday 7:00 PM to 11:00 PM

III. HANDLING OF DEPOSITS IN THE EVENT OF DAMAGE/OTHER

The Association reserves the right to deduct from the security deposit an amount necessary to pay the cost of clean-up, if warranted (fee schedule attached) and to deduct the costs of repairs or replacement of any property damaged during the rental period. (The Rental Agreement Holder will hereby be referred to as "Agreement holder.") If the security deposit is not sufficient to pay these costs, the Agreement Holder will be assessed for the difference as an Individual Assessment, and use of any Common Area facilities shall be denied until the Individual Assessment is paid. If not paid, the Individual Assessment may result in a lien being placed against the Homeowner's Lot and/or a lawsuit filed against the Homeowner.

If the Agreement holder fails to comply with the rules and regulations of this Resolution and the Facility Rental Agreement or if the Agreement holder and guests fail to comply with the established policies and rules, Association Documents or Government Regulations, the Board of Directors or its managing agent reserve the right to retain the paid security deposit made by the Agreement holder. In addition, further use of the facilities may be denied for a period of one year or for a longer period of time as determined by the Board of Directors or its managing agent.

IV. CANCELLATION

Rental fees are non-refundable if the reservation is cancelled ten (10) or less business days prior to the reserved use date. Reservations cancelled more than ten (10) business days prior to the reserved use date will receive a full refund of all rental fees and deposits.

The Board of Directors shall review all questions regarding retention of funds and make a determination. Decisions of the Board shall be final.

V. PRE-USE AND POST-USE INSPECTIONS

There will be a pre-use inspection of the center by the reserving resident and a designated representative of the WCA, and all center defects within the space to be used will be noted.

Following the reserved use of the center, a representative of the Association will conduct a post-use inspection. The Agreement holder will be notified of any reported damage. The judgment of the Association's designated representative with respect to damages shall be dispositive, unless reversed or modified by the Board of Directors upon appeal. (See attached Inspection Form.)

VI. RESERVATION PROCEDURES

Any Association member wishing to reserve the Facility for private use shall follow the procedures described below:

- A. Contact the managing agent to check availability for the requested date and time. The Owner shall complete and sign the rental agreement, and submit it along with two checks (one for the rental fee and the other for the security deposit) to the Wellington Community Center. Note: The reservation will not be honored until the agreement and rental deposit are received. All payments shall be made in the form of a personal check, certified cashier's check or money order payable to the "Wellington Community Association". The managing agent will send the Agreement holder a copy of the agreement to confirm the reservation, date and time.
- B. A key to the Facility and a security system code will be issued by the managing agent at the management office to the Agreement holder one business day before the reserved date between the hours of 9:00 a.m. and 5:00 p.m. Applicants will only be allowed to enter the Facility during their reserved time. The key must be returned to the managing agent by 5:00 p.m. on the first business day following the scheduled event.

VII. GENERAL CONDITIONS OF USE

- A. Any event or activity to be attended by a majority of persons less than 21 years of age must have a minimum of two chaperones over the age of 21 in attendance. Chaperones for such events are required at the rate of one (1) adult for every ten (10) persons under 21 attending the event. The Agreement holder executing the rental contract must be present for the duration of the event. Absolutely no alcohol is permitted at such events.
- B. Under no circumstances shall chairs, tables or other equipment belonging to the Association be removed from the facility.
- C. Absolutely no objects such as nails, tacks, tape, or substances which may cause permanent damage, shall be affixed to the walls, ceilings, or window surfaces. Any and all decorations must be fireproof and removed immediately following use of the Community Center. Under no circumstances shall any structural or electrical alterations be made to the facility.
- D. Paints, acids, and all other supplies and materials which present a potential for damage are prohibited from the Facility at all times.
- E. All refuse and personal property of the Agreement holders and their guests shall be removed from the Community Center immediately following the event.
- F. The Association member is responsible for knowing the location of and proper use of the Facility's fire extinguishers.
- G. The City of Manassas noise ordinance prohibits loud noise at any time, which might disturb the surrounding community, and the Agreement holder is required to adhere to the requirements of this ordinance.
- H. A designated Association representative may attend an event to monitor compliance with the rules and regulations governing the use of the Facility.
- I. Use of the fireplace is prohibited.
- J. The pool facility is **not** included in the Rental Agreement.
- K. Use of candles other than on a cake is prohibited.

- L. Smoking is prohibited in the Facility.
- M. Parking is restricted to the designated parking area/lot.
- N. No pets or animals are allowed, except those assisting the visually or hearing impaired.
- O. The Agreement holder hereby understands that emergencies should be reported immediately to:

First, the Police or Fire/Rescue (as appropriate) by dialing 911.

Second, the designated WCA representative for the function/event 703-330-5019

The Agreement holder must also 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 and the procedures followed that appear on the reverse side of the report form.

- P. The Agreement holder hereby acknowledges that this Rental Agreement cannot be reassigned or transferred.

VIII. LIABILITY

The Association, its trustees, agents, officers and employees assume no responsibility for the person or property of anyone using the Facility. The Agreement holder shall remove all property from the premises at the conclusion of the function.

The Agreement holder and all guests will be responsible for compliance and adherence to the Association's Documents including all amendments thereto, the Rules and Regulations of the Association, and all specifications of the Rental Agreement.

In consideration of the use of the Community Center, the reserving Association member agrees to indemnify the Association, its trustees, officers, agents and employees and hold them harmless from and against any and all liability, damage, expense, cause of action, suits, claims or judgments arising from or related to injury to persons or property occurring in or about the premises and upon the adjoining sidewalks, streets or ways which may arise from the Association's ownership and management of the premises, or from any action or omission of the Agreement holder, its agents, employees, guests, or licensees, or from any cause whatsoever.

IX. ALCOHOL AND ILLEGAL SUBSTANCES

The sale of alcohol, consumption of alcohol by persons under 21 years of age, and the possession or use of illegal substances is strictly prohibited.

Wellington Community Association
Facility Rental Agreement

I/We, the undersigned Agreement holder, hereby rent from the Wellington Community Association the clubhous e Facility for the period _____ to _____ on _____, _____, upon the terms and conditions set forth in Wellington Community Association Policy Resolution #13, a copy of which is attached hereto and incorporated herein as terms of this Agreement.

I/We hereby acknowledge that I/we have read and understand the policies and procedures for the rental of the Facility. I/We understand that failure to comply with any or all of the rules stated herein may result in the immediate termination of the function for which we are renting the Facility, denial of further use of the Facility, loss of security deposit, the imposition of an Individual Assessment and the possible imposition of a fine by the Association.

Agreement Holder Signature

Date

Wellington Community Association

By: _____

Date

Association Contact Phone Numbers:

9:00 AM – 5:00 PM Monday through Friday 703-330-5019

Wellington Facility Inspection

This form will be used immediately following your event to evaluate the condition of the facility. Please note inspection details and associated fees. We appreciate your patronage and thank you in advance for your cooperation.

Areas to be cleaned following event	Completed	Not Completed	Fees
Great Room			
Hardwood floor vacuumed and damp mopped			\$50
Carpet spot-cleaned			\$25
Furniture moved			\$10
Furniture wiped down and spot-cleaned			\$15
Atrium			
Stairs vacuumed			\$10
Floor tile swept and damp mopped			\$10
Kitchen			
Floor swept and damp mopped			\$15
Counters and sink cleaned			\$10
Stove and microwave ovens cleaned			\$15
Refrigerator cleaned			\$15
Ladies Room			
Sink and counter cleaned			\$5
Mirror cleaned			\$5
Commode wiped down			\$5
Floor swept and damp mopped			\$5
Men's Room			
Sink and counter cleaned			\$5
Mirror cleaned			\$5
Commode wiped down			\$5
Floor swept and damp mopped			\$5
General			
Trash removed and placed in green toter dumpster near tennis court.			\$15
Key returned on next business day			\$15
Doors locked and alarm turned on			\$30
Personnel called to open facility			\$85
	Total Amount Due:		

Event date and time:

Name of contract holder:

Facility inspected by:

Date and Time: