

# BROADLANDS COMMUNITY CENTER

## Agreement for Use of the Community Center by *Residents*

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### **ELIGIBLE USE**

The Broadlands Community Center, located at 43004 Waxpool Road, Ashburn, VA 20148 (hereinafter “Community Center” may be reserved for the use of Broadlands residents (hereinafter “Resident”) and tenants of record of residents (hereinafter “Tenants”) (proof of residence is required at time of contract signing) for private use at times which do not conflict or interfere with the community activities of the Broadlands Association. **It may be reserved on a first come/first serve basis by any Broadlands Resident or Tenant so long as that individual is in good standing, (good standing is defined as being current with respect to assessment payments owed to the Broadlands Association and having no outstanding violation of the rules and regulations of the Association) and so long as the reserving individual is in attendance during the full use of the Community Center.**

### **OCCUPANCY**

The occupancy limits established by the Uniform State Wide Building Code (Section 1008.1) and determined by the Loudoun County Fire Marshals office state the maximum occupancy for the Community Center is 108 persons. All use of the Community Center must conform to these occupancy limits.

### **PRE-USE AND POST-USE INSPECTIONS**

For all reserved uses of the Community Center, the Contract Holder may request a pre-use inspection with a representative of Broadlands Association and all Community Center defects within the space to be used shall be noted on an inspection form. See **EXHIBIT C** for a copy of this form.

Following the reserved use of the Community Center, a post-use inspection will be conducted by a representative of the Broadlands Association to ascertain if any new damage has been sustained as a result of the reserving individual’s use of the Community Center. The judgment of the Broadlands Association is final.

### **I. LIMITS ON TIMES OF USE**

The Community Center can be reserved for use beginning at 5:00 p.m. on Friday and 9:00 a.m. on Saturday and Sunday mornings. **The Community Center must be cleaned and vacated by the end of the reserved use time**, which can be no later than 12:30 a.m. of the morning following the reserved use on Sunday and 1:30 a.m. of the morning following Friday and Saturday evenings. **Failure to vacate the premises after the stated contractual end time will result in a \$50 charge for every half-hour stayed beyond the contracted end time.** The permitted hours of reserved use may be changed or modified by the Broadlands Association at any point in time. As a matter of courtesy to the community, the Community Center premises are to be vacated quietly.

### **II. GENERAL CONDITIONS OF USE**

Any eligible individual wishing to reserve the Community Center for private use shall sign this non-transferable Agreement for Use of the Community Center by Residents (hereinafter “Contract”), and such contract shall be binding on the reserving individual (hereinafter “Contract Holder”). Conditions of use are detailed below:

- A. No admission fees shall be collected for use of the Community Center by the Contract Holder.

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- B. Any activity to be attended by persons less than 18 years of age shall be chaperoned by at least one authorized Resident or Tenant during the entire duration of the activity. All chaperones shall be 21 years of age or older, and there shall be one chaperone for every ten persons under the age of 18 present within the Community Center at all times. The Broadlands Association reserves the right to refuse any requests for youth-oriented events.
- C. All Community Center furniture and equipment moved or used as a direct or indirect result of use of the Community Center shall be returned to its proper location or storage area following use, and under no circumstances shall furniture or other equipment belonging to the Broadlands Association be removed from the Community Center.
- D. Absolutely no objects such as nails, tacks, tape, candles, or substances that cause permanent damage shall be placed on the walls, window surfaces, or floors. Any and all decorations shall be fireproof and shall be removed in their entirety immediately following the event for the reserved use of the Community Center. **Absolutely no helium balloons are to be used in the building due to possible entanglement in the ceiling fans. Use of helium balloons will result in a minimum fine of \$50 and may result in forfeiture of the entire security deposit.**
- E. Under no circumstances shall the Contract Holder make any structural or electrical alterations in the Community Center. All decorations must be removed from the Community Center at the end of the reserved time.
- F. No hazardous materials of any kind will be permitted in the Community Center. Any supplies and materials that may present a potential for any possible damage are prohibited from the Community Center.
- G. All refuse shall be placed in the trashcans located on the side of the pool building adjacent to the Community Center.
- H. The Loudoun County noise ordinance prohibits loud noise after 11:00 p.m. and the Contract Holder must conform to the requirements of this ordinance. Use of a sound system (including live bands, DJs, TVs, etc.) will be limited to inside the Community Center during the time of reserved use. All doors and windows of the Community Center should remain closed while the sound system is in use.
- I. A thorough inspection of the Community Center shall be made by the Contract Holder at the end of each reserved use, including inspections of the bathrooms and kitchen. All appliances and lights shall be turned off. All exterior doors shall be locked. Any issues requiring attention must be reported to the Broadlands Association as soon as possible during regular business hours. Please see **EXHIBIT D** for more details on Clean-Up Guidelines.
- J. Smoking is prohibited in the Community Center.
- K. A member of the Broadlands Association Management will inspect the Community Center within 48 hours of the conclusion of the event.

**III. KEY FOBS**

**The Contract Holder will be assigned a key fob for the duration of the contract period and will only have access to the Community Center during their contracted times.** The key fob will be available to the Contract Holder one (1) **business** day prior to the event. The Contract Holder shall come to the Broadlands HOA office to pick up the key fob during office hours between 9:00 a.m. to 4:30 p.m. Monday through Friday. **The key fob provided to the Contract Holder shall be returned**

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to the Broadlands HOA office at the HOA office no later than the close of business on the next business day following the reserved use. The key fob should **NOT** be placed in the drop box. Should the key fob not be returned by the close of business the next business day, a \$25 per day late fee will be deducted from the security deposit. **If the Community Center key fob is lost, the Contract Holder will be responsible for a lost key fob fee of \$250.00.**

**IV. USE/SALE OF ALCOHOL**

Please see **EXHIBIT A** for special regulations regarding serving alcoholic beverages at the Community Center.

**V. FEES AND DEPOSITS AND THE PROCESSING OF FEES AND DEPOSITS**

Unless other conditions prevail, reserved use of the Community Center by Broadlands residents and their tenants of record, their guests, and invitees shall be subject to the contract review and approval procedures, security deposit, hourly usage fee, and other conditions detailed below.

- A. Each contract submitted to the Broadlands Association for use of the Community Center shall be subject to review and approval by a representative of the Broadlands Association. The Broadlands Association reserves the right to review all requests for reserved use of the Community Center and may deny any request if such use is deemed to put the Community Center or its property at unusual risk, or if such use of the Community Center is deemed to be contrary to the best interests of the Broadlands Association.
- B. Private, reserved uses of the Community Center shall require a security deposit equal to the utilization fee. The fee for utilization of the Community Center will be based on the time reserved. See **EXHIBIT B** for details.
- C. The Community Center Contract shall be considered to be accepted and ratified when the Resident or Tenant has delivered to the Broadlands Association a signed contract, a security deposit in the full amount, and the full rental fee, and has received a copy of the contract confirming the reservation through signature of a Broadlands Association authorized representative. Checks, credit card payments, or cash are accepted for the rental fee. However, payment for the deposit shall be in the form of a personal check, cash, certified cashier's check, or money order payable to "Broadlands Association." If a rental is initiated 2 weeks prior to the event, a credit card, cash or cashier's check will only be accepted for the rental fee. The contract must be completed 2 weeks before rental.
- D. If a function is canceled at least five (5) business days before the reserved use date, the paid rental fee and full security deposit will be reimbursed, minus a \$50 administration fee and any additional processing fees (e.g. credit cards, PayPal) associated with the reimbursement. If canceled within five (5) business days of the event, 50% of the paid rental fee and full security deposit will be reimbursed. All refunds will be made within 30 days.**
- E. Refund of a security deposit shall be made within thirty (30) business days following the date of reserved use, provided the Community Center premises, facilities, and equipment have been inspected and approved by a member of the Broadlands Association.
- F. The Broadlands Association shall refund a security deposit to the person whose name appears as the Contract Holder on the "Contract for Use of the Broadlands Community Center." The Broadlands Association reserves the right to deduct from the security deposit any amount necessary to cover any costs of cleanup not covered in the hourly fee and shall

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also deduct the costs of repairs or replacements of any property damaged during the use of the Community Center. If the security deposit does not fully cover these costs, the Contract Holder shall be billed for the difference, and any future use of the Community Center including any other facilities owned by Broadlands Association, Inc. shall be denied until these costs are paid. Any Contract Holder using the Community Center shall be responsible for any and all damages that occur due to their use of the Community Center. Where warranted, a Broadlands Association representative shall make final determinations on the total fees required of the Contract Holder in the case of any dispute related to fees owed by the Contract Holder.

- G. A Contract Holder agrees to pay all reasonable costs, including attorney's and billing fees, in the collection of any outstanding obligation owed to the Broadlands Association resulting from the use or misuse of the Community Center.
- H. A \$35 fee shall be charged for any returned checks. Checks to cover a returned check and returned check fee must be submitted within 48 hours of notification of returned check, and must be submitted via certified or cashier's check or cash.
- I. In the event of a failure on the part of any Contract Holder to pay any amount due to the Broadlands Association for a period of fifteen (15) days, the principal amount unpaid shall bear interest from the date due at an annual rate of eighteen percent (18%) per annum.

**VI. SURVEILLANCE CAMERAS**

The security of the Community Center and the safety of all residents are paramount. Video surveillance cameras are installed at locations in and outside of the building to record entry and exit activities. Cameras are recording but are not actively monitored and signs alerting users of their presence have been installed at entrances. Recordings do not capture audio.

The purpose of video surveillance at the Broadlands Community Center is to:

- Assist in the daily operations of the Community Center including identifying individuals who do not comply with the written policy of the Broadlands Association, Inc. as outlined in the Agreement for Use.
- Deter theft and vandalism and assist in the identification of individuals who commit damage to the Community Center.
- Assist law enforcement agencies with regard to the investigation of any crime that may be depicted.

At no time will the general public have access to the monitors or the recordings made in the course of the surveillance. Information contained in the recordings shall not be used or disclosed for purposes other than those for which it was collected, except with the consent of the individual or as required by law. The focus of cameras used in video surveillance in the Community Center will not cover areas where there is an expectation of privacy. Any attempt at disabling or obscuring the cameras is prohibited and any act not in compliance with the Agreement for Use observed in the footage of the surveillance cameras may result in a forfeiture of deposit plus any applicable fees and prohibition of future use of the facility.

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**HOLD HARMLESS / LIABILITY AGREEMENT**

The Broadlands Association, its directors, agents, officers, and employees assume no responsibility for the personal property of anyone using the Community Center during times of reserved use. The contract holder must remove all property from the premises at the conclusion of the reserved use.

The Contract Holder and all users of the Community Center during the time of reserved use will be responsible for the adherence to Broadlands legal documents, including all amendments thereto, and all specifications of the Contract.

It is understood that the Contract Holder agrees to indemnify the Broadlands Association, its directors, officers, agents, and employees, and save them harmless from and against any and all liability, damage, expense, cause of action, suits, claims or judgments arising from injury to person or property occurring in or about the premises and upon the adjoining sidewalks, streets, or ways which may arise from the Broadlands Association ownership of the premises, from any action or omission of the Contract Holder, its agents, employees, invitees, or licensees, or from any cause whatsoever.

**SIGN-OFF:**

I have received and reviewed the Broadlands Community Center Agreement for Use of the Community Center by Residents.

**Applicant Signature:** \_\_\_\_\_

**Date** \_\_\_\_ / \_\_\_\_ / **20** \_\_\_\_

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**APPLICATION FOR USE • Residents**

**APPLICANT INFORMATION**

Today's Date: \_\_\_\_ / \_\_\_\_ /20\_\_

Resident Name (Contract Holder): \_\_\_\_\_ Owner  or Renter

Resident Address:

Phone Number(s):

Email:

**EVENT INFORMATION**

Date of Event: \_\_\_\_ / \_\_\_\_ /20\_\_ Day of the Week:

Time of Event:

Start: \_\_\_\_\_ am or pm End: \_\_\_\_\_ am or pm

Will alcohol be served?  YES or  NO (EXHIBIT A must be signed and returned)

Description of Event:

Number of Attendees:

*The above information is true and accurate to the best of my knowledge. I agree that I have received a copy of the Agreement for Use of the Community Center by Residents and have read and understood those rules and regulations and agree to abide by them. I further agree by my signature below that approval of this application shall be subject to the sole discretion of the Broadlands Association, that any activities permitted hereby shall be limited to those listed on the application, and that the Broadlands Association may terminate this agreement within a 24-hour notice in case of gross negligence by the applicant and upon a 10-day notice with or without cause.*

Applicant Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date \_\_\_\_ / \_\_\_\_ /20\_\_

**OFFICE USE ONLY**

RENTAL → \$ \_\_\_\_\_ check# \_\_\_\_\_ credit card (PayPal inv.) # \_\_\_\_\_  cash-rental

DEPOSIT → \$ 500.00 check# \_\_\_\_\_  cash-deposit

Received:  Hold Harmless •  Exhibit A (Alcohol waiver) •  Host Liquor License or  N/A

CC key fob #: \_\_\_\_\_ check-out date \_\_\_\_/\_\_\_\_/\_\_\_\_ check-in date \_\_\_\_/\_\_\_\_/\_\_\_\_

BHOA Rep Initials:

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**EXHIBIT A**

**SPECIAL REGULATIONS**

A. Alcoholic Beverages

1. I/We agree to abide by all Virginia State and Local ABC laws.
2. No alcohol may be served to any guest who is under the age of twenty-one (21) or who appears intoxicated.
3. The sale of alcohol is strictly prohibited.
4. The Contract Holder reserving the Community Center must provide proof of host liquor liability insurance with a minimum liability limit of \$1,000,000 to the Broadlands Association not less than 5 days prior to the reserved use. **The named insured is “Broadlands Association.”**
5. Service of alcohol will end at least one hour prior to the scheduled end of the reserved use.
6. A “designated driver” system should be used as the case warrants.

**Will alcohol be served during your event? \*Yes  No**

***\*If yes, please provide proof of host liquor liability insurance by submitting a copy of the Certificate of Insurance (COI) not less than 5 days prior to your event date.***

*I fully understand and accept the special rules related to the serving/consumption of alcohol in the Broadlands Community Center.*

**Applicant Signature:** \_\_\_\_\_

**Date** \_\_\_\_ / \_\_\_\_ / **20** \_\_\_\_

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**EXHIBIT B**

FEE SCHEDULE

<b>\$75 Per Hour <i>plus</i> \$65 Cleaning Fee</b>		
Rental Hours	Total Rental Fees (check/cash/credit)	Security Deposit (check/cash only)
2	\$215	\$500
3	\$290	\$500
4	\$365	\$500
5	\$440	\$500
6	\$515	\$500
7	\$590	\$500
8	\$665	\$500
9	\$740	\$500
10	\$815	\$500
11	\$890	\$500
12	\$965	\$500

**Forms of Payment**

Checks, credit cards or cash are accepted for the Rental Fee. However, payment for the Security Deposit shall be made separately in the form of a personal check, certified cashier's check, cash or money order payable to "Broadlands Association".

**No additional set-up or breakdown time will be permitted. Rental is for time slot specified only.** Contract Holder may not enter the Community Center prior to the specified time slot and must vacate at the end of the specified time slot. Readmission to the building is strictly forbidden. This violation of the agreement will result in the forfeiture of your security deposit.

**Reservation times are restricted to the following hours:**

Friday 5:00 p.m. – 1:30 a.m.  
Saturday 9:00 a.m. – 1:30 a.m.  
Sunday 9:00 a.m. – 12:30 a.m.



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**EXHIBIT C**

INSPECTION FORM

	Inspection Notes
1. Front/Rear Doors	
2. Floors	
3. Furniture (Tables and Chairs)	
4. Walls	
5. Windows	
6. Women's Bathroom	
7. Men's Bathroom	
8. Lights/Lamps	
9. Kitchen: Appliances	
Countertops	
Cabinets	
Sink	
10. Common Areas Outside the Community Center	
11. Television and CD/DVD Player	
12. All trash removed	
13. Other	

PRE-INSPECTION SIGNATURE:

Contract Holder: \_\_\_\_\_ Date: \_\_\_\_\_  
Broadlands Association Rep: \_\_\_\_\_ Inspection Time: \_\_\_\_\_

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**EXHIBIT D**

COMMUNITY CENTER CLEAN-UP GUIDELINES

*Please attend to the following items before leaving the Community Center:*

- ✓ Collect all trash. Please take the trash to the outside trash area. Please bring trash bags, the HOA does not supply them.
- ✓ If the kitchen was used, wipe down counters and sink. Paper towels and cleaners can be found under the sink.
- ✓ Clean up all spills. A mop is available in the closet next to the lavatories.
- ✓ Sweep or vacuum the floor. A broom and a small vacuum are in the storage closet.
- ✓ Restore all furniture to its original location and return all folding tables and chairs to the storage closet.
- ✓ Turn off all lights.
- ✓ Check and lock all doors. Be sure to pull on the handle prior to leaving the premises to ensure