



ASHBURN FARM ASSOCIATION

Commercial/Non-Member DeLong Room Rental Agreement Include photocopy of identification

The Renter has requested and the Association has agreed to permit the Renter, subject to terms contained in this agreement, to use the DeLong Room only, and the lower level restrooms of the Community Center, "the Premises", located at 21400 Windmill Drive, for the purposes and period of time specified in this document.

The Association and the Renter agree to the following:

1. Terms:

The Renter shall have the use of the Premises for the "Rental Period" defined as follows:

DeLong Room Rental Date: _____

Day of the week: _____

*Time: From: _____ AM PM

To: _____ AM PM

Type of Event: _____

Number of guests expected: _____ (MAX = 100)

Number of Table/Chair Sets: _____ (MAX = 10 tables/100 chairs)

Initial _____

****Check if applicable:** Please include set-up _____ Please include break-down _____

Initial _____

***NOTE:** The rental period includes set-up and clean up.

2. Hours Available for Rental:

- Monday-Thursday 9:30am-11pm
- Friday 9:30am-12am
- Saturday-Sunday 8am-12am
- Weekend rates will apply for holidays

3. Room Rental Fees:

- \$75/hour

4. Furniture Rental Fees:

- \$25/table & 10 chair set
- ****Optional set-up fee: \$5 per set**
- ****Optional break-down fee: \$5 per set**

5. Additional Fees Required:

- Non-refundable cleaning fee: \$50
- Refundable security deposit: \$1000

The Renter agrees to allow 48 business hour advanced notice of rental and will pay the Association the rental fee sum of: \$_____ Dollars (includes rental fee, cleaning fee, rental furniture fee), due and payable **at least 48 business hours before the event.**

- Room reservations are accepted *up to 12 months in advance*.
- To make a reservation complete, the Association requires the signed contract and the security deposit check post-marked to the date of the event.
- All payments must be made by check only.
- Room will not be reserved until this agreement is complete (including ABC license if required) and the Association receives all monies.

Initial _____

6. Security Deposit:

The Renter shall deposit with the Association the appropriate sum as referenced in section 5 above in the form of a check, separate from rental fees. The deposit shall be held by the Association until such time as it is determined the Premises and furniture have been returned to the Association clean with no damages. The Renter is responsible for cleaning after the use of the Premises according to the rules as stipulated in Rules for Use (attached). If the Renter fails to fulfill this obligation, the Association shall perform such tasks as are required to clean and/or repair the Premises. Expenses associated with the cleaning and/or repair by the Association, plus an administrative charge of Twenty-Five Dollars (\$25.00) shall be deducted from the Security Deposit. Any expense over and above the Security Deposit shall be collected within 15 days or referred to litigation, if necessary.

Initial _____

7. Purpose:

The Renter agrees that the Premises will be used for the following purpose only _____ . The anticipated number of guests, including all hired personnel, including caterers, bartenders, etc., **shall not exceed 100**. The Renter agrees that at all times the use of the Premises will be for the DeLong Room only, and agrees to comply with all applicable laws, ordinances and regulations. All personal property brought onto the Premises by the Renter shall be used and maintained at the sole risk of the Renter. The Association assumes no responsibility for personal items of the Renter.

Initial _____

8. Access:

The Renter agrees that the Association or its designees shall have the right to inspect the Premises at any time during the Rental Period. The Renter further agrees that all catering and room rental supplies must be delivered using the Front Entrance only. Special arrangements can be made with the Association for the delivery of these supplies during office hours (9-5pm) before the event, if not interfering with community center use. **Outside of business hours, the room is not handicap accessible.**

Initial _____

9. Indemnification:

The Renter agrees that it shall indemnify and defend the Association and hold them harmless from any liability, suit, action, claim, demand, loss, expense (including but not limited to attorney fees) or cost of any kind or nature of, or connection in any way to or with the Renter's or his guests' or invitees' or agent's use of the Premises, the execution of the agreement, or any injury, loss or damage to any person or property upon the Premises.

Initial _____

10. Utilities:

The Association will provide all necessary water, sewer, gas and electricity for the Premises at the Association's expense during the Rental Period. The Renter agrees that at all times the use of such services will comply with all applicable laws, ordinances, rules and regulations, and will never exceed the capacity of the mains, feeders, ducts, and/or conduits bringing service to the Premises. Notwithstanding the foregoing, the Association will not be liable for any interruption in the provision of services for any reasons at all, or for any damage to the Renter's personal property resulting from use.

Initial _____

11. Termination Of Rental Period And Repairs

At the expiration of the Rental Period, the Premises will be delivered to the Association at the time agreed upon and shall be clean in good repair and order and in the same or better condition as when received in accordance with the rules stipulated in Rules for Use (attached). In the event the Renter fails to deliver the Premises to the Association at the expiration of the Rental Period or if the Renter is found to have taken possession of the Premises prior to the agreed upon time, the Renter agrees to pay for any additional time. Renter will forfeit all security deposit monies for any breach of contract, including occupancy of DeLong Room later than as specified per this agreement.

Initial _____

12. Security

The Ashburn Farm Association Windmill Community Center is under 24-hour video surveillance. The Renter acknowledges the presence of such devices as a resource to ensure safety and property of the Community Center.

Initial _____

13. Rules:

The Renter agrees that he/she, the guests and invitees will abide by the rules and regulations of the Association for the use of the Premises, which are amended by the Association from time to time. The Association shall have no liability to the Renter for its enforcement or waiver of such rules or regulations. The Renter agrees that he/she will provide adequate supervision for the guests and invitees at all times of the Rental Period, including but not limited to one adult per 4 children under the age of 10, and one adult per 10 children under the age of 18.

Initial _____

14. Alcoholic Beverages/Illegal Substances:

- a) No illegal substance shall be brought onto or used on the Premises.
- b) The Renter shall not serve or permit the use of alcoholic beverages on the Premises unless the Renter has complied with all laws and licensing requirements of the Commonwealth of Virginia.
- c) The Renter agrees that it shall not sell alcoholic beverages to any person on the Premises.
- d) The Renter agrees that it shall not serve alcoholic beverages to any person who is intoxicated and will not allow such a person to consume any alcoholic beverages.
- e) The Renter agrees that it will not permit his guests or invitees to bring alcoholic beverages on the Premises.
- f) The Renter agrees that it shall not serve alcoholic beverages to any person who is less than twenty-one (21) years of age and will not allow any person under twenty-one (21) years of age to consume alcoholic beverages on the Premises.
- g) The Renter agrees that he or she shall not be intoxicated or under the influence of alcohol or drugs while on the Premises.

Initial _____

15. Cancellations:

Rentals must be cancelled within 48 business hours to receive a full refund. If the rental is cancelled less than 48 business hours in advance of the event date, 50% of the rental fee will be retained by the Association, not to exceed \$250. Rental fees will be fully refunded under extraordinary circumstances (whether event which, in the sole opinion of the Association prevents safe use of the Premises, mechanical failure at the Premises, sudden serious illness or death of the Renter or an immediate family member of the Renter). In the event of such occurrence, all fees will be returned within 48 business hours.

Initial _____

16. Assignment:

The Renter shall not assign this Agreement. The Renter agrees that he/she will be present on the Premises for the entire Rental Period.

Initial _____

17. Miscellaneous:

This Agreement is not an interest in real estate, but an Agreement for use of the Premises. In the event that the Association breaches its' obligations under this Agreement, the parties agree that the Association's liability shall be limited to the amount of the Fees paid and the Security Deposit paid. The term "Renter" refers to the person or persons' renting the DeLong Room. The covenants of the Renter constitute both joint and several obligations of the individual thereof.

Initial _____

18. Fire Department Restrictions:

In accordance with the County of Loudoun Department of Building and Development Occupancy Permit for the room, the total number of persons in the room including caterers, DJs, rental equipment personnel, waiters, etc. *shall not exceed 100*. No candle burning or fireplace fires are permitted.

Initial _____

19. Securing The Premises:

The Renter is responsible for securing the Premises at the end of the Rental Period. The Renter shall not leave any persons in the building unsupervised. The Renter is responsible for checking all doors and windows to insure they are secure. This includes both levels of the building, all entrances and windows. Any damage or vandalism to the Premises due to a breach of security shall become the Renters responsibility. The Association reserves the right to collect for damages, including but not limited to legal fees, to the Premises as a result of such a breach of security.

Initial _____

20. Restrooms:

The public restrooms are located on the lower level of the building. The Renter is responsible for making sure the restrooms are not damaged and are in working condition when returned to the Association.

Initial _____

21. Confetti

No confetti of any kind is allowed on the Premises. Renter shall forfeit the entire security deposit if confetti is used.

Initial _____

22. Chafing Dishes:

The Member agrees to use gel fuel and not liquid fuel to keep food warm.

Initial _____

23. Entire Agreement:

This Agreement along with the Rules for Use incorporated herewith, constitute the entire Agreement between the parties. The Renter agrees to all rules and regulations as outlined in Rules for Use attached to this rental agreement.

Initial _____

24. Notice:

Ashburn Farm Association is not responsible for conditions or situations out of our control that may impact the rental of the room. This includes, but is not limited to: Emergency Maintenance or acts of God. **We reserve the right to cancel a rental within 48 business hours of the scheduled event.**

Initial _____



Room Rental License Agreement Authorization

The undersigned agrees to all the terms and conditions of the Room Rental License Agreement.

Renter Name (Print): _____

Address: _____

Home Phone (*Required*): _____ Cell Phone (Optional): _____

Email Address (*Required*): _____

Alternate Contact: _____ Alternate Contact Number: _____

Renter Signature: _____ Date: _____

Association Approval:

Approved By: _____ Date: _____

Association Staff Renter

FOR OFFICE USE ONLY:



ASHBURN FARM ASSOCIATION
Rules for Use

Your use of the Community Center is a privilege, not a right. Please treat the DeLong Room as you would your own home. The DeLong Room is a **NON-SMOKING FACILITY**. All catering and room rental deliveries must be made through the front entrance only. Your rental time should include set-up and clean-up.

1. The keys must be picked up *prior to 4:00 p.m.* on the business day before the event, unless your event is on a weekday, in which the key needs to be picked up the day of the event. Keys will be available at the Community Center Office at 21400 Windmill Drive.
2. The keys must be dropped off *by 4:00 p.m.* the next business day after the event. Failure to return the keys as scheduled will result in a seventy-five dollar (\$75.00) late fee.
3. No keys may be duplicated for personal use.
4. The Premises must be left clean, including but not limited to:
 - Wipe off all chairs and tables belonging to the Association.
 - Break down all rental tables and chairs, unless a break-down fee has been paid for in advance.
 - Remove any food or beverages you bring.
 - Remove all trash from the Premises relating to your event. Do not leave trash inside or outside the building. Dumpsters for trash are located at the rear of the pool area parking.
 - Pick up all cigarette butts on the ground around the outside of the building, including butts in the sand containers on the outside deck.
 - No candle burning or fireplace fires are permitted.
 - No confetti shall be used.
 - No tape or stickers shall be used on the walls or windows due to tinting film.
 - Use gel fuel and not liquid fuel to keep food warm.
5. Cleaning supplies are available on site. If there is a spill or accident, please use the cleaning supplies to ensure the cleanliness of the room.
6. Premises must be left secured:
 - Turn off all lights.
 - Close and lock all windows and doors.
 - Lock both the handle and the dead bolt on the front entry door.

Your cooperation in keeping the Premises in good condition is important and appreciated.

PLEASE NOTE: Private events held in the DeLong Room do not reflect the thoughts and opinions of Ashburn Farm Homeowners Association.

The undersigned agrees to all the terms and conditions in the Rules for Use.

Renter Signature: _____ Date: _____

Renter Name (Please Print): _____

RELEASE OF CLAIMS

KNOW ALL MEN BY THESE PRESENTS, that I, the undersigned, (*name*) _____,
for the sole consideration of being allowed to (*activity*) _____
taking place on (*date*) _____, for myself, my executors,
administrators, and assigns, hereby acquit, release and forever discharge Ashburn Farm Association and its
officers, directors, agents, servants, assigns, employees, attorneys, partners, personal representatives,
administrators and all other persons, firms, or corporations related thereto, (collectively the "Released Parties") of
and from any and all claims, actions, causes of actions, demands, rights, obligations, accounts, fees, liabilities,
defenses, attorney's fees, damages, costs, loss of service, expenses, contracts, agreements, suits, debts, and
compensation of any kind or character whatsoever, known or unknown, suspected or unsuspected, foreseen or
unforeseen, in contract or in tort, at law or in equity, that I may have against them now or in the future related to
the activity or event mentioned above.

The undersigned further declares and represents that no promise, inducement or agreement not herein
expressed has been made to the undersigned, and that this Release contains the entire agreement between the
parties hereto, and that the terms of this Release are contractual and not a mere recital.

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.

Name: _____ Date: _____

Signature