

FAIRLINGTON VILLAGES, A CONDOMINIUM ASSOCIATION
GENERAL RESOLUTION NO. GR 4/7/21

COMMUNITY CENTER RENTALS

WHEREAS, Virginia Code Title 55.1, Section 1956 (B) allows the Board of Directors to exercise power assigned to the "unit owners' association" by the Act, to the extent permitted by the By-Laws of the Unit Owners Association;

WHEREAS, Article III, Section 2 of the By-Laws assigns the Board of Directors with "all of the powers and duties necessary for the administration of the affairs of the Condominium," and further states that the Board may do all such acts and things as are not by the Act or by the By-Laws directed to be exercised and done by the Unit Owners Association;

WHEREAS, Governor Northam's March 23, 2021 (Effective April 1, 2021) *Fourth Amended Executive Order Seventy-Two (2021)* in furtherance of *Amended Executive Order Fifty-One (2020)*, providing for the *slight* easing of the temporary restrictions enacted in response to the COVID-19 Pandemic

WHEREAS, Governor Northam's March 23, 201 (Effective April 1, 2021) *Fourth Amended Executive Order* allows 50 or fewer individuals to gather using appropriate social distancing and personal protection equipment;

THEREFORE, BE IT RESOLVED, that the Community Center shall be available for rental to groups no larger than 50 individuals upon execution of the standard rental agreement wherein the lessee agrees to assume responsibility for compliance with all State, Federal and Local laws and ordinances in place to combat the COVID-19 pandemic on the date of the rental, as more particularly outlined in the attached *modified* Lease Agreement.

ATTEST:

Secretary

President

Date _____

Date _____

Moved by _____

Second by _____

VOTE _____

Approved () Disapproved ()

Submitted by: Jessica Auston, Ward I Director and Pool Committee Liason

Roll Call:

Alvord, Melanie _____	Austin, Jessica _____	Brown, Philip _____
Placek, Terry _____	Reem, Harold _____	Stollof, Edward _____
Straub, Lawrence _____	Torres, Joseph _____	Wasowski, Anne _____



Fairlington Villages,
A Condominium Association

APPLICATION FOR RENTAL OF
FAIRLINGTON VILLAGES COMMUNITY CENTER (North Fairlington)

Any Application received without the rental fee and security deposit will not be considered as a complete Application. The requested date is not reserved until the rental fee, the security deposit and completed Application are received and confirmed by Management Office.

I. Rental Information Association Unit Number _____

Name of Host _____

Address _____

Telephone: (Home) _____ (Work) _____

(Cell) _____ (Email) _____

Requested Date of Event _____

Hours of Event _____ am/pm To _____ am/pm FVACA Id#: _____
(Please include set up time)

Purpose of Event _____

Number of Guests (Limit 50) _____

APPLICATION SHOULD BE SUBMITTED TO: F.V.A.C.A.
3001 S. Abingdon Street
Arlington, VA 22206

All checks are deposited upon receipt. See pages 2-4 for refund information.

THIS SECTION FOR MANAGEMENT USE ONLY:

RENTAL FEE RECEIVED: \$ _____ DATE: _____

SECURITY DEPOSIT RECEIVED: \$ _____ DATE: _____

KEYS PICKED UP: _____ KEYS RETURNED: _____
(DATE) (DATE)

SECURITY DEPOSIT RETURNED: _____ DAMAGES: \$ _____
(DATE)

CHAIR RENTAL: ___ YES ___ NO QUANTITY: _____ PAYMENT RECEIVED: _____

II. Terms of Rental

A. Schedule of Fees:

Monday thru Thursday:	\$100.00	8:00 a.m. – 3:00 p.m. OR 3:00 p.m. – 10:00 p.m.
Monday thru Thursday:	\$150.00	8:00 a.m. – 10:00 p.m.
Friday, Saturday & Sunday:	\$250.00	8:00 a.m. – 12:00 a.m.
Chair Rentals:	\$ 20.00 (25 Chairs);	\$.50 each add'l chair

A Security Deposit of \$350.00 (“Security Deposit”) and the rental fee, paid separately, must accompany all Applications for Rental of the Community Center. The rental fee and security deposit will be refunded if the request to cancel the event is made in writing two weeks prior to the event. F.V.A.C.A ID card must be presented when making reservations. No exceptions will be permitted.

B. Rules and Regulations. The host has received and reviewed a copy of the Rules and Regulations of the North Fairlington Community Center (“Rules and Regulations”), attached hereto as Exhibit “A”; and a Holiday Addendum (if this rental occurs between November 28a and January 5th), attached hereto as Exhibit “B”, and by this reference, made a part hereof. The host agrees that he will fully comply with the Rules and Regulations, and if he shall fail to so comply, the rights and liabilities for Fairlington Villages Community Center and the Host shall be governed by the terms of Default, set forth in Section C below.

C. Default

1. Forfeiture of Security Deposit. The Security Deposit will be forfeited as liquidated damages upon the occurrence of any or all of the following events because the extent of damages suffered by the Association as a result of the occurrence of any or all of the following events shall be difficult to estimate and evaluate:

- a. **Failure on the date of the rental of Host to impose, monitor and enforce all applicable Federal, State and Local laws, ordinances and/or guidelines in then in effect in response to the COVID-19 pandemic, including limitations as to the number of occupants allowed at a single event, social distancing, the wearing of person protection equipment (PPE), including masks.**
- b. Failure of Host to be present at the premises of the Fairlington Villages Community Center during the entire duration of the subject event.
- c. Failure of Host or Guests to adhere to curfew as set forth in Rule 2 of the Rules and Regulations.
- d. Failure of Host or Guests to keep both sets of doors closed during the entire duration of the subject event
- e. Failure of the Host to keep the noise and/or activities from his/her event from becoming unreasonably loud or disruptive to any resident of the Fairlington Villages Condominium community, in accordance with Rule 3 of the Rules and Regulations

- f. Failure of the Host to adhere to and/or ensure that all Guests adhere to all applicable fire and alcoholic beverage ordinances, in accordance with Rule 4 of the Rules and Regulations.
- g. Failure of the Host and Guests to park in the designated parking areas as set forth in Rule 5 of the House Rules and Regulations.
- h. Failure of the Host and Guests to park in the designated parking areas as set forth in Rule 5 of the House Rules and Regulations.
- i. Failure of the Host to ensure that no activity of a commercial nature takes place in the Community Center as set forth in Rule 10 of the Rules and Regulations.
- j. Failure of the Host or Guests to share the porch/patio with tennis players and/or other residents and guests of the Fairlington Villages Community as set forth in Rule 11 of the Rules and Regulations.
- k. Failure to comply with any of the attached Rules and Regulations or anything in this Agreement is grounds for forfeiture of the security deposit.

2. Liability for Damages. Upon the occurrence of any or all of the following events, or in connection with the occurrence of any other event for which the Association has a claim against the Host, except for those events set forth in Section C above, the Association shall have the right to apply the security deposit toward damages sustained by the Association. Any damages sustained by the Association in excess of the Security Deposit shall be recoverable by the Association by either assessment of a lien against the Unit to which the Host is entitled to occupy at the date of the event or the date that the Host's FVACA Identification Card was issued, or, at the option of the Association, by an action against the Host in either law or equity. If damages sustained by the Association as a result of the occurrence of any or all of the following events shall equal a sum less than \$350.00, the Association shall credit the Host with the amount not expended by the Association for cleaning, repairing, replacing or restoring the Community Center or any of its furnishings. The Security Deposit shall not be considered liquidated damages recoverable by the Association to compensate the Association for damages incurred as a result of the occurrence of any or all of the following events.

- a. Failure of the Host to place all refuses in securely tied plastic bags as set forth in rule 6 of the Rules and Regulations.
- b. Failure of the Host to pick up all trash scattered in the area surrounding the Community Center: back porch, lawn, sidewalks, shrubbery, flower beds, and adjacent parking lots and properly dispose of it.
- c. Failure of the Host to ensure that all personal items are removed from the Community Center immediately after the event.
- d. Failure of the Host to refrain from or ensure that Guests refrain from the attachment of items to the walls, ceilings, windows or draperies, or the placement of garbage cans or beer kegs on the carpet.
- e. Failure of the Host to comply with Rule 11 of the Rules and Regulations.

- f. If the drapes or drape tiebacks are altered in anyway then the Association will have them professionally re-hung at a minimum cost of \$95, which will be deducted from the security deposit.
- g. Any damage to the Community Center or any property whatsoever belonging to the Association.
- h. Any repair, replacement or cleaning expense incurred by the Association arising out of or in connection with the use by the Host and/or Guests of the Community Center and/or any property of the Association.

D. The Host shall indemnify and hold the Association harmless and without fault or liability for any loss or damage, direct or indirect, which occurs during the scheduled event from either personal or property damage sustained by the Host or Guests. Moreover, the Host shall indemnify the Association for any and all costs or expenses, including but not limited to its attorney's fees, that are incurred by the Association arising out of any claim against it by the Host or Guests.

E. In the event the Association engages legal assistance to enforce the provisions contained herein, the Host shall be responsible for paying all attorney's fees and court costs that are incurred by the Association.

(Signature of Host)

(Date)

(EXHIBIT A)

**NORTH FAIRLINGTON COMMUNITY CENTER
RULES AND REGULATIONS**

Schedule of Fees:

	<u>Rental Fee</u>	<u>Times</u>
Monday thru Thursday	\$ 100.00	8:00 a.m. — 3:00 p.m. 3:00 p.m. — 10:00 p.m.
Monday thru Thursday	\$150.00	8:00 a.m. — 10:00 p.m.
Friday, Saturday & Sunday	\$250.00	8:00 a.m. — 12:00 a.m.
Chair Rentals	\$ 20.00 (25 Chairs); \$.50 each add' 1 chair	

Security Deposit for All Days is \$350.00)

1. **Host assumes all responsibility to impose, monitor and enforce all applicable Federal, State and Local laws, ordinances and/or guidelines in then in effect in response to the COVID-19 pandemic, including limitations as to the number of occupants allowed at a single event, social distancing, the wearing of person protection equipment (PPE), including masks.**
2. Hosts renting the Community Center shall pick up the keys on the day of their event at the FVACA Management Office in the Management/Maintenance Building. For a party on a Sunday, keys shall be picked up on the Saturday preceding the event before 12:00 p.m. (noon). The keys must be returned, through the door slot of the Management/Maintenance Building, immediately following the event. **Residents shall be liable for the cost of re-keying the Community Center if the keys are not returned within twenty- four (24) hours.**

The Association shall not be liable if the host fails to pick up the keys as outlined above. In the event that the host fails to pick up the keys to the Community Center and the Association authorizes any action on the date of the event to provide entry to the Host, a charge of not less than \$100 shall be assessed against the security deposit (charge shall be at the discretion of the Association based on time, travel and availability). Such action shall be at the discretion of the Association and subject to the availability of a member of the staff or other vendor to provide such service.

3. Hosts renting the Community Center may use the Community Center only during the requested time. Use of the Community Center is subject to a 10:00 p.m. curfew for events held Sunday through Thursday, and a 12:00 a.m. (midnight) curfew Friday and Saturday evening events. When Monday is a national holiday, curfew for the proceeding Sunday will be 12:00 a.m. (midnight). **The Community Center must be vacated, dark and locked by the curfew times.** During all events, **all doors in the Community Center must be kept closed.**

4. Hosts renting the Community Center must adhere to all applicable fire and alcoholic beverage ordinances and shall be responsible for seeing that all persons who attend the event also adhere to all applicable fire and alcoholic beverage ordinances.
5. Hosts renting the Community Center, and their Guests, must park in the lot on the side of the Community Center or on the street. The off-street parking is restricted to residents of the Community.
6. **Hosts renting the Community Center are required to place all refuse in securely tied plastic bags, which are to be placed in one of the two trash cans located outside of the gate to the Maintenance yard on the Tot Lot side of the fence of the Maintenance/Management yard, going toward Abingdon School.**
7. Hosts must make sure that no party trash has been scattered in the area surrounding the Community Center: back porch, lawn, sidewalks, shrubbery, flowerbeds, and parking lot adjacent.
8. All personal items must be removed from the Community Center immediately after the event. (The cleaning contractor personnel arrive as early as 5:00 a.m. to clean; items left behind will be considered to be trash). Under no circumstances will the FVACA be liable for any items left in the Community Center.
9. **No activity whatsoever of a commercial nature shall take place in the Community Center. (i.e. conducting raffles, charging entry fees or money changing hands of any sort.)**
10. The rental of the Community Center does not include the exclusive rights to use the porch/patio. This area must be shared with tennis players and/or other residents.
11. Before leaving, Hosts renting the Community Center will:
 - a. Return all furniture to positions shown on the attached sketch.
 - b. Turn off all lights.
 - c. Set thermostat at 69 in winter; 73 in summer. DO NOT turn unit off.
 - d. Close and lock any windows that were opened; ensure back doors are locked.
 - e. Turn on security alarm system, and lock front door.

I have received and reviewed the North Fairlington Community Center Rules and Regulations.

(Host)

(Date)

(EXHIBIT B)

Holiday Addendum

In addition to the attached Rules and Regulations for rental of the Community Center, we wish to advise you of additional policies during the holidays (November 28th through January 5th).

1. The Christmas tree must NOT be moved. All decorations on the tree must remain in the location of where they are. Should the Christmas tree be moved, the fee assessed will be for moving the tree back to the original location. Any decorations on the tree that are broken or missing will be considered damages.
2. Any holiday decorations belonging to the Association that are in the Community Center for decorative purposes must not be removed for any reason.
3. Decorations of any kind are not to be affixed to the walls of the Community Center. This also includes tape, staples, or hooks.
4. Candle wax found on the furniture or carpet is considered damages.

As Host/Hostess of the event to be held on _____, I agree to the above additional policies and will abide by them in addition to the regular Rules and Regulations for rental of the Community Center.

(Host)

(Date)