



FAIRLINGTON VILLAGES, A CONDOMINIUM ASSOCIATION

APPLICATION FOR RENTAL OF:

SWIMMING POOL FACILITIES

I. DEFINITIONS

Association: Fairlington Villages, A Condominium Association (F.V.A.C.A.)

Host: A current unit owner or tenant with a valid lease on file with the Association who has been verified by the Management Office within 30 days prior to submitting this application.

Guests: Any person invited to and attending the event by the Host.

Pool Facilities: The swimming pool and surrounding deck area, furniture, equipment, and amenities designated by the pool number on this application.

Pool Party: Any organized gathering at a *single lifeguard pool* facility with eight (8) or more people in total, OR *twelve (12)* or more people in total at a *double lifeguard pool* facility. This includes all unit owners, renters, and their guests collectively. Multiple unit owners/renters cannot combine their guest allowances to circumvent the pool party requirements. If eight (8) OR twelve (12) respectively, or more people gather as a group, regardless of how many different unit owners/renters are present, it constitutes a pool party requiring advance reservation, completion of this rental form, and payment for lifeguards. *This rule is established for safety requirements and to ensure fair pool usage for all residents.*

II. RENTAL INFORMATION

Pool Number: _____ **Resident Unit Number:** _____

Host Name: _____

Address: _____

Telephone: (Home) _____ (Cell) _____

Email: _____

Requested Date of Event: _____

Hours of Event: _____ To _____ (Not to exceed 11:00 p.m.) (Please include set-up time; rental hours cannot overlap with regular pool operating hours)

Purpose of Event: _____

Number of Expected Attendees: _____ (Maximum capacity: _____ persons) Note: Any gathering with eight (8) OR twelve (12) respectively, or more people total constitutes a "Pool Party" requiring this application. Multiple unit owners/renters cannot combine their guest privileges to avoid this requirement.

Will alcohol be served? Yes No (If yes, see Alcohol Policy below)

Attendee List: Please attach a list of all expected attendees, including both Fairlington Villages residents and guests. For each person, indicate whether they are a unit owner/renter or a guest of a unit owner/renter.

III. VERIFICATION OF HOST STATUS

Unit Owner - Ownership verified by Management Office on: _____

Tenant - Current lease on file verified by Management Office on: _____

Management Office Verification Signature: _____

IV. APPLICATION PROCESS AND TIMELINE

A. Application Submission

1. This application must be submitted to the Management Office at F.V.A.C.A., 3001 S. Abingdon Street, Arlington, Virginia 22206, at least five (5) days prior to the requested event date.
2. The Management Office will review the application and assign an appropriate pool based on the size and type of event.
3. The Management Office reserves the right to deny any application at its discretion.
4. Applications will be processed on a first-come, first-served basis.

B. Schedule of Fees

1. **Rental Fee:** \$100.00 (non-refundable unless canceled in writing at least 5 days prior to event)
2. **Security Deposit:** \$100.00 (refundable subject to inspection and compliance with all rules)
3. **Lifeguard Fee:** \$35.00 per hour per lifeguard (1 lifeguard required for every 25 guests)
 - Number of lifeguards required: _____ x \$35.00 x _____ hours = \$ _____

C. Payment Terms

1. All payments must be made by check payable to "Fairlington Villages."
2. The Rental Fee must accompany this application.
3. The Security Deposit and Lifeguard Fee must be received at least 5 days prior to the event.
4. A valid F.V.A.C.A. ID card with current year sticker must be presented when submitting this application.

D. Cancellation and Refund Policy

- 1. Weather-Related Cancellations:** Full refund of all fees if canceled due to inclement weather (determined by Management), up to 4 hours prior to start time, less any non-refundable lifeguard fees. In cases of thunder or lightning, pools cannot reopen for a minimum of 30 minutes following the last audible or visual sign of thunder or lightning.
- 2. Host Cancellation:** Full refund if canceled in writing 2 or more days prior to event.
- 3. Association Cancellation:** Full refund if the Association must cancel for any reason.
- 4. Rescheduling:** Events may be rescheduled once within the same season at no additional fee, subject to availability.

V. RULES AND REGULATIONS

A. General Rules

1. Pool Facilities may only be rented during closed hours. The facilities must be vacated, dark, and locked by 11:00 p.m.
2. The Host must be present for the entire duration of the event and must present photo identification if requested by an Association representative.
3. The maximum number of attendees shall not exceed the capacity limit established for the specific pool.
4. Each attendee must be registered on the attached attendee list prior to the event.
5. Multiple unit owners/renters cannot serve as co-hosts to circumvent the pool party requirements. There must be one designated Host who assumes all responsibility.
6. Children under 12 years of age must be accompanied by an adult within the pool enclosure at all times.
7. Children aged 12 and older unaccompanied by an adult must pass the swimming test as described in the Fairlington Villages Swimming Pool Rules.
8. Wading pools, where available, are designed for children six years of age and younger. Children must always be accompanied by a parent or guardian at the wading pools.
9. No glass containers of any kind are permitted in the Pool Facilities.
10. No smoking is permitted within the Pool Facilities or within 25 feet of the pool entrance.
11. No pets are permitted within the Pool Facilities, except for service animals as defined by the ADA.
12. The Host is responsible for returning all furniture to its original location.
13. Music and noise levels must be maintained at a reasonable level that does not disturb nearby residents.
14. Family appropriate swimwear is required inside the water—no cut-offs, or street clothes.
15. Babies and toddlers must be diapered and in plastic pants.

B. Safety Requirements

1. At least one certified lifeguard must be present for every 25 guests (or fraction thereof) for the entire duration of the event.
2. Lifeguards will be arranged by the Association and paid for by the Host.

3. No swimming is permitted without a lifeguard present.
4. Lifeguards have full authority to enforce all safety rules and may expel any person from the pool area for rule infractions or disorderly conduct.
5. Lifeguards must position themselves around the pool so the entire bottom of the pool can be viewed at all times.
6. No diving, cannonballs, or acrobatics are permitted.
7. Running or rough playing of any sort is prohibited.
8. Playing with balls or aquatic toys in the pool area is allowed, but objects are subject to lifeguard approval.
9. Rafts of any type are not allowed. Pool noodles and personal flotation devices are permitted with lifeguard approval.
10. The area around the lifeguard table shall remain free of patrons.
11. Open wounds or serious injury shall be grounds for refusing entry to the pool enclosure.
12. The Host must inform guests of all safety rules prior to the event.
13. In case of emergency, call 911 and then notify the Management Office.
14. Lifeguards must clear the pool for a 15-minute break every hour for required inspections and maintenance. All swimmers must exit the water during these breaks with no exceptions.

C. Alcohol Policy

1. In accordance with Fairlington Villages Pool Rules, ALCOHOL IS PROHIBITED AT ALL POOLS during regular operating hours.
2. For after-hours pool rental events only, alcohol may be permitted with prior written approval from Management, subject to the following conditions:
 - Host must request alcohol permission in writing at least 5 days prior to event
 - Host must comply with all applicable Virginia alcoholic beverage ordinances
 - Host must ensure no one under 21 is served alcohol
 - Host must provide non-alcoholic beverage options
 - Host must ensure responsible consumption by all guests
3. The Host assumes all liability for any alcohol-related incidents.
4. If approved, alcohol service must end 30 minutes prior to the end of the event.
5. Glass containers are prohibited; all beverages must be served in plastic, paper, or aluminum containers.
6. Management reserves the right to deny alcohol permission for any reason.

D. Decorations and Equipment

1. No decorations or other items may be attached to the building, fences, or structures using nails, staples, or any method that could cause damage.
2. No items of any kind may be attached to the fence, building, or in the common area surrounding the pool.
3. Permitted temporary attachments include: removable tape, string, and removable hooks.
4. All decorations must be removed immediately following the event.
5. Confetti, glitter, rice, and similar small particle items are prohibited.
6. Electrical equipment must be approved in advance by Management.

E. Clean-Up Requirements

1. All refuse must be placed in securely tied plastic bags and placed at the designated collection point.
2. The Host must ensure that no trash has been scattered in surrounding areas including lawn, sidewalks, shrubbery, flower beds, and adjacent parking lots.
3. All personal items must be removed from the Pool area immediately after the event.
4. The Pool Facilities must be left in the same condition as found prior to the event.

F. Parking and Equipment

1. Hosts and Guests must park in street parking nearest the pool.
2. No parking is permitted in reserved spaces or in a manner that blocks access to any unit.
3. Parking regulations of Fairlington Villages must be observed at all times.
4. No bicycles, rollerblades, or roller skating are allowed in the pool area.
5. Electronic devices may be used if played through personal earphones.

G. Commercial Activities

1. No activity of a commercial nature is permitted in the Pool Facilities.
2. Prohibited commercial activities include but are not limited to:
 - Conducting raffles
 - Charging entry fees
 - Selling goods or services
 - Any exchange of money during the event

VI. DEFAULT AND LIABILITY

A. Security Deposit Forfeiture

The Security Deposit will be forfeited as liquidated damages upon the occurrence of any of the following events:

1. Failure of Host to be present during the entire duration of the event.
2. Failure of Host to provide valid identification if requested.
3. Failure to vacate the premises by the designated end time.
4. Failure to have required lifeguard(s) present during the entire event.
5. Creating unreasonable noise or disturbance to nearby residents.
6. Violation of alcohol or fire safety regulations.
7. Improper parking by Host or Guests.
8. Conducting commercial activities.
9. Exceeding the stated capacity limit.
10. Failure to comply with any of the Rules and Regulations contained herein.

B. Liability for Damages

1. The Association shall have the right to apply the Security Deposit toward damages sustained by the Association.
2. Damages exceeding the Security Deposit shall be recoverable by the Association by:

- 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 F.V.A.C.A. Identification Card was issued; or
 - Legal action against the Host in either law or equity
3. If damages are less than the Security Deposit, the balance will be refunded within 14 days of the event.
 4. Pre and post-event inspections will be conducted by Association staff to document the condition of the facilities.

C. Indemnification

1. The Host shall indemnify and hold the Association harmless for any loss or damage sustained by the Host or Guests.
2. The Host shall be responsible for any and all costs, including attorney's fees, incurred by the Association arising from any claim related to the event.

D. Insurance

1. The Host is strongly encouraged to obtain special event insurance or ensure coverage through their homeowner's or renter's insurance policy.
2. The Association's insurance does not cover personal injury or property damage arising from private events.

VII. SIGNATURES AND ACCEPTANCE

By signing below, I acknowledge that I have read, understand, and agree to all terms, conditions, and rules contained in this Application, including the definition of a Pool Party and the prohibition against multiple unit owners/renters combining their guest allowances to circumvent these requirements. I understand that violation of any of these terms may result in forfeiture of my Security Deposit and additional liability as described herein.

Host Signature

Date

Association Representative

Date

VIII. ACKNOWLEDGMENT OF POOL PARTY RULES

I, the undersigned Host, acknowledge and agree that:

1. A pool party is defined as any gathering of eight (8) or more for a single lifeguard pool OR twelve (12) for a double lifeguard pool, or more people in total, including all unit owners, renters, and their guests collectively.
2. Multiple unit owners/renters cannot combine their guest allowances to circumvent the pool party requirements. If eight (8) OR twelve (12) respectively, or more people gather as a group, regardless of how many different unit owners/renters are present, it constitutes a pool party requiring this application.
3. I understand that attempting to circumvent these rules by having multiple unit owners/renters claim separate groups while functioning as one gathering is prohibited and may result in:
 - o Immediate termination of the gathering
 - o Forfeiture of any deposits
 - o Potential suspension of pool privileges
 - o Additional penalties as determined by the Association
4. I understand these requirements are established for safety reasons and to ensure fair pool usage for all residents.
5. As the Host, I assume full responsibility for ensuring compliance with these rules.

Host Signature

Date

FOR MANAGEMENT USE ONLY:

Rental Fee Received: \$_____ Check #: _____ Date: _____ Security Deposit Received: \$_____ Check #: _____ Date: _____ Lifeguard Fee Received: \$_____ Check #: _____ Date: _____

Pre-Event Inspection Completed By: _____ Date: _____ Post-Event Inspection Completed By: _____ Date: _____

Condition Notes: _____

Damages Assessed: \$_____

Security Deposit Returned: \$_____ Date: _____

Signature of Manager: _____ Date: _____