

ISLAND CREEK COMMUNITY ASSOCIATION

COMMUNITY CENTER RENT/LEASE AGREEMENT

Name: _____ Date: _____

Address: _____

Home Phone: _____ Business Phone: _____

Type of Activity: _____ Date: _____

Time of Activity: From _____ a.m. ___ p.m. ___ To: _____ a.m. ___ p.m. ___

Number of Persons: _____

Renter/Lessee will be responsible for adherence to regulations for the use of the Island Creek Community Association Community Center and all areas used by their guests. It is understood that Lessee will hold harmless and indemnify the Island Creek Community Association, its officers and directors, both personally and in their official capacities, its successors and assigns, both individually and collectively, from and against any and all claims, actions, liabilities, costs, damages, expenses, and any attorney's fees or costs of defense resulting from or attributable to any and/or all acts and omissions of Lessee and by Lessee's guests pertaining to the use or occupancy of the Island Creek Community Center, including, but not limited to damage or injury to Lessee's guests, persons, possessions, or property. Renter/Lessee agrees to pay all reasonable costs, attorney's fees, and expenses that shall be incurred by the Island Creek Community Association if legal action is taken to enforce terms of this Agreement.

Date: _____ Signature: _____
Renter/Lessee

Denied: _____ Approved: _____ By: _____
On-Site Manager or Agent for Community

Reason for Denial: _____

Rental Amount \$ _____ Date/Check #: _____

Deposit Received \$ _____ Date/Check #: _____

Clean Up Fee \$ _____

Damages \$ _____

Security Returned \$ _____ Date/Check #: _____

Key #: _____ Received by: _____ Returned to: _____

Facility Inspection: Pre-Rental Date: _____ By: _____

Post Rental Date: _____ By: _____

Comments: _____

The Island Creek Community Association Community Center ("Center") may be rented/leased by an eligible resident who is a principal household member, or a community organization at times specified in the Community Center's Rules and Operating Guidelines. A "principal household member" is a person who is the co-owner of the home, or a signatory to a lease of the home.

The security deposit will be refunded and payable to the resident whose name appears as the responsible party on the Rent/Lease Agreement within fourteen (14) business days after the date of usage provided the premises, facilities and equipment are left in satisfactory order. The Association reserves the right to deduct from the deposit the amount necessary to cover the costs of any necessary cleaning, repairs or replacements of any property occasioned by the use of the Center. If the security deposit does not fully cover the costs the Renter/Lessee will be billed for the difference, the future use of the Community Center will be denied until these costs are paid and a lien may be placed against their property.

The use of alcoholic beverages shall be in accordance with Fairfax County and the State of Virginia law. Lessee is responsible for all licenses, which must be shown prior to the date of the event. Lessee will sign the ICCA Alcoholic Beverage Agreement (Attachment B) attached to this Rent/Lease Agreement.

The Lessee must comply with Fairfax County Noise and Nuisance Ordinances, which are Monday through Saturday 9 a.m. to 10 p.m. and Sunday 9 a.m. to 9 p.m.

The Lessee must be responsible for the conduct of their guests, damage or loss to the building, furniture, furnishings, or equipment within the control of the Lessee. Under no circumstances will tables, chairs or other equipment be removed from the Center.

If decorations, auxiliary lights, or sound equipment are contemplated for any program, the Association must be notified 72 hours in advance of the nature of the decorations and equipment. The Association reserves the right to have an inspection made by a representative of the Fairfax County Fire Department or by a licensed Fairfax County electrician of the decorations or equipment to be used. All decorations used in the Center must be fire retardant, and nails and screws or scotch tape are not permitted for hanging decorations. Under no circumstances will the Lessee make any structural or electrical alterations in the Center.

This is a smoke free building and the use of tobacco, candles and other flammable products are prohibited in the building.

The Lessee is responsible for keeping the number of people attending the event below the fire maximum of 91 as specified in the Community Center's Rules and Operating Guidelines.

The Association, its Trustees, Agents, and Officers assume no responsibility for the personal property of the Lessee. The Lessee will remove all such property, food, or other such things belonging to the Lessee from the premises immediately following the termination of the time for which the center is reserved.

The time duration stated in the agreement is firm plus the thirty (30) minute set up and clean up time allowed, if available. The Lessee will be ready to leave the building with equipment removed after the clean up time allowed.

Gatherings/activities of persons under 21 years of age must be chaperoned and supervised by the Lessee at all times during the lease period as specified in the Community Center's Rules and Operating Guidelines.

If any of the specifics regarding this rental/lease agreement are altered in any way from the original statement of intent by the Lessee as shown on the Rent/Lease Agreement, it is the responsibility of the Lessee to submit any such change to the Association ten (10) days in advance for approval. In the event the Lessee gives no notice or no clearance is received from the Association when modifications have been made, the Lessee will be held liable. If any adverse situations arise as a consequence of inadequate notifications and/or approval of Rent/Lease Agreement by the Association, the Association will make the final determination concerning whether additional charges to the Lessee are necessary.

This Rent/Lease Agreement is non-transferable and the Lessee agrees to comply with all applicable Federal, State, and Local Laws and with all the rules and regulations pertaining to this agreement.

Signed: _____
Renter/Lessee

Date: _____

Witness: _____

Revised 3/26/03