

Fairlington Villages,
A Condominium Association

APPLICATION FOR RENTAL OF
FAIRLINGTON VILLAGES SWIMMING POOL

Pool # _____

I. Rental Information

Association Unit Number _____

Name of Host _____

Address _____

Telephone: (home) _____ (work) _____

Requested Date of Event _____ F.V.A.C.A. ID # _____

Hours of Event _____ To _____ (11:00p.m. max)
(Please include set up time)

Purpose of Event _____

Number of Guests _____

POOL GUARD(S) HIRED BY HOST (One Guard per 25 Persons):

**Contact Continental Pools at (301) 498-1000

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

THIS SECTION FOR MANAGEMENT USE ONLY:

RENTAL FEE RECEIVED \$ _____ DATE _____

SECURITY DEPOSIT RECEIVED \$ _____ DATE _____

DAMAGES \$ _____ SECURITY DEPOSIT RETURNED \$ _____

II. Terms of Rental

A. Schedule of Fees. A fee of \$50.00 ("Rental Fee") must accompany all Applications for Rental of the Pool designated above. The Rental Fee 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. A security deposit of \$100.00 ("Security Deposit") must also be mailed or hand-delivered to the address above at least two weeks prior to the date. The Rental Fee and Security Deposit will be accepted by CHECK ONLY made payable to "Fairlington Villages".

B. Rules and Regulations. The host has received and reviewed a copy of the Rules and Regulations of the North Fairlington Swimming Pool ("Rules and Regulations"), attached hereto as Exhibit "A" & "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 of Host to be present at the premises of the Fairlington Villages Pool during the entire duration of the subject event.
- b. Failure of Host to furnish identification, including a photograph, if so requested by F.V.A.C.A. representative.
- c. Failure of Host or Guests to adhere to curfew as set forth in Rule 1 of the Rules and Regulations.
- d. Failure of Host or Guests to have a licensed lifeguard 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 2 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 3 of the Rules and Regulations.
- g. Failure of the Host and Guests to park in the designated parking areas as set forth in Rule 4 of the Rules and Regulations.

- h. Failure of the Host to ensure that no activity of the commercial nature takes place in the Pool as set forth in Rule 10 of the Rules and Regulations.

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 F.V.A.C.A. 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 \$100.00, the Association shall credit the Host with the amount not expended by the Association for cleaning, repairing, replacing or restoring the Pool 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 5 of the Rules and Regulations.
- b. Failure of the Host to pick up all trash scattered in the area surrounding the Pool area: lawn, sidewalks, shrubbery, flowers beds, and adjacent parking lots and properly dispose of it.
- c. Failure of the Host to ensure that all-personal items is removed from the Pool area immediately after the event.
- d. Failure of the Host to comply with Rule 10 of the Rules and Regulations.
- e. Any damage to the Pool or any property whatsoever belonging to the Association.
- f. 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 Pool and/or any other 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 by not limited to its attorneys 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.

Host _____

Date _____

F.V.A.C.A. ID Number: _____

(EXHIBIT A)

NORTH FAIRLINGTON SWIMMING POOLS

Schedule of Fees

Rental: \$50.00
Security Deposit: \$100.00

RULES AND REGULATIONS

1. Hosts renting the Pool may use the Pool only after regular hours. Use of the Pool is subject to a 11:00 p.m. curfew. The Pool must be vacated, dark and locked by the curfew time.
2. Hosts renting the Pool shall be fully responsible for the behavior and action of every person who attends the event. In order to insure that the Pool event do not annoy residents of the condominium community, Hosts shall be responsible for keeping the noise and/or activities from his/her event from becoming unreasonably loud or disruptive. Likewise, Hosts shall be responsible for seeing that individuals who attend the event are not unreasonably loud or disruptive to any residents of the condominium community when arriving at, departing from and/or attending the event.
3. Hosts renting the Pool 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.
4. Hosts renting the Pool, and there Guests, must park in the street, nearest the pool.
5. Hosts renting the Pool are required to place all refuse in securely tied plastic bags, which are to be placed at the entrance to the pool.
6. Hosts must make sure that no party trash has been scattered in the area surrounding the Pool: lawn, sidewalks, shrubbery, flowerbeds, and parking lot adjacent.
7. All personal items must be removed from the Pool area immediately after the event. Under no circumstances will the F.V.A.C.A. be liable for any items left in the Pool area.
8. Hosts renting the Pool must not attach items to the fence, building or in the common area surrounding the pool.
9. No activity whatsoever of a commercial nature shall take place in the Pool area. (i.e. conducting raffles, charging entry fees or money changing hands of any sort)

10. Before leaving, Hosts renting the Pool will:
 - a. Return all furniture to original positions.

I have received and reviewed the North Fairlington Swimming Pool Rules and Regulations.

Date

Host