

CASCADES COMMUNITY ASSOCIATION

Facilities Rental Agreement

Cascades Facilities are rented to members only

NAME: _____

ADDRESS: _____

PHONE (Primary): _____ secondary: _____

EMAIL(Required): _____

Please check Facility you are requesting to rent:

_____ **Stephen Frasier-Potomac Lakes Community Center** (Stone House)
20670 Fernbank Court - maximum capacity 145 - available year round Sundays through Thursdays - 8:00 a.m. to 11:00 p.m. at \$350.00 per day
Fridays and Saturdays - 8:00 a.m. to 1:00 a.m. at \$400.00 per day.

_____ **Quarterpath Trace Community Center**
20430 Quarterpath Trace Circle - maximum capacity 45 - available non-pool season Sundays through Thursdays - 8:00 a.m. to 11:00 p.m. at \$100.00 per day
Fridays and Saturdays - 8:00 a.m. to 1:00 a.m. at \$150.00 per day.

_____ **Quarterpath Trace Community Pool**
20430 Quarterpath Trace Circle - maximum capacity 171 - available pool season every day from 8:00 p.m. to 11:00 p.m. at \$200.00 per day, plus lifeguard fees (minimum of two lifeguards and total number determined by pool company).

Date of Event: _____ **Type of Event:** _____

Number of attendees: _____ **Will alcohol be served?** YES ___ NO ___

SECURITY RENTAL DEPOSIT is \$150.00 for a non-alcohol event and \$500.00 for an alcohol event. This security deposit will be refunded if the rules in this agreement are followed, no damage or clean up costs have been incurred to the rental facility, and the key is returned.

FULL REFUND will be given with a minimum ten (10) day cancellation notice.

Rental Check # _____ **Amount** _____ **Security Check #** _____
Amount _____ **Cleaning Check #** _____ **Amount** _____

**RESOLUTION No. 28 FACILITY RENTAL POLICY AND PROCEDURES ATTACHED.
PLEASE READ AND SIGN LAST PAGE.**

Please Note that some circumstances regarding the rental may be affected by COVID regulations. Management staff will confirm any potential changes.

Please mail or deliver this signed agreement to: Cascades Community Association, 47620 Saulty Drive, Potomac Falls, VA 20165. Reservations will only be held once the checks have been received. Please call (703) 406-0820 if you have any questions.

Rental Facility Questionnaire

1. Are you a Cascades owner? Yes No

2. Are you a tenant? Yes No

If yes, what is the expiration date of your lease? _____ Attach your most updated lease.

3. Are you a resident of Riverbend Condos? Yes No

If yes, please pay the Cascades facility usage fee of \$164.40 for the current year.

Office use only Check # _____ Date of check _____

4. What is your street address? _____

5. Which facility are you renting? Stone House Quarter Path?

6. Are you renting a facility for yourself? Yes No

7. Are you renting a facility for a someone who doesn't live in Cascades? Yes No

8. What is the occasion/event? _____

9. I agree to be present throughout the entire event. Please sign or initial _____

10. How many attendees are you expecting to attend the event? _____

11. What are the age groups that will be attending the event? _____

12. If the answer to #11 is age 21 and below, how many adults will be present? _____

13. Will you be serving alcohol? Yes No

14. Will you be bringing any type of margarita machine to your event? Yes No

15. Are you planning to have a fog machine at your event? Yes No

16. I agree to **not** use any open flame devices inside the facility or on the deck (other than candles on a cake). Please initial _____

17. I understand **80 person capacity when 16 round tables and 80 chairs are used, 70 person capacity if all tables and chairs are uses. 120 person capacity when chairs are used. 145 person capacity when no tables or chairs are used.** _____

Owner's Signature

Date

Manager's Signature

Date

**CASCADES COMMUNITY ASSOCIATION
ADMINISTRATIVE RESOLUTION No. 28**

**Cascades Community Association
Facility Rental Policy and Procedures**

Updated April 25, 2019

WHEREAS, Article 4, Section 4.1 of the Bylaws states that “The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not required by the Act of the Association Documents to be exercised and done by the members;” and,

WHEREAS, Article 2, Section 2.4 of the Declaration authorizes the Board of Directors to regulate the Common Areas and to Charge fees for the use thereof; and,

WHEREAS, the Board intends to hereby establish a policy under which members may rent select facilities.

NOW, THEREFORE, BE IT RESOLVED THAT: The Board approves the policy and procedures detailed herein, and directs management to publish this resolution in the newsletter of the Association and provide copies of the newsletter to Owners at their last address of record with the Association.

I. ELIGIBLE USE

- A. The Facilities shall be for the exclusive use of Cascades Community Association Owners who pay activities assessments, and their guests. Only Owners current in their assessment payment and with no outstanding violations of the Association Documents or rules and regulations may reserve the Facilities.
- B. The Facilities may be reserved by eligible Owners and used for private events by Owners for the use of Owners and their guests and invitees; provided, however, the reserving Owner must be in attendance for the full duration of the event scheduled in the reserved Facility.
- C. No two events may be held simultaneously in the same Facility. The number of guests in attendance must be equal to or less than the Loudoun County Fire Marshall’s permitted occupancy for the building.
- D. Nondenominational, non-profit groups composed principally of Cascades residents may use the Quarter Path Community Center without a rental fee when not otherwise rented. The groups may use the Stephen Frazier Community Center for large award ceremonies once a year if this facility is not rented. Security fees and cleaning fees may be levied at the discretion of the Cascades Community Association.
- E. All reservations are accepted on a first come-first served basis.

II. FEES, DEPOSITS AND AVAILABLE TIMES OF USE

- A. **Security Deposit** for each of the facilities:
\$500.00 Events where alcohol is present.
\$150.00 Events where alcohol is not present.
The security deposit shall be paid at the time of reservation by separate check made payable to Cascades Community Association.

B. **Facility Rental**

Stephen Frazier: 20670 Fernbank Ct., Potomac Falls VA 20165

Available Sunday through Thursday:

8:00 a.m. - 11:00 p.m. \$350.00

Available Friday & Saturday:

8:00 a.m. - 1:00 a.m. \$400.00

Maximum capacity is 145. Kitchen facility.

16 round tables (5 ft. in diameter), 6 banquet tables (6 ft. in length), 80 chairs.

- 70 person capacity when all tables and chairs are used.
- 80 person capacity when 16 round tables and 80 chairs are used.
- 120 person capacity when only chairs are used.
- 145 person capacity when no tables or chairs are used.

Quarterpath: 20430 Quarterpath Trace Cr., Potomac Falls VA 20165

Not available during pool season

Available Sunday through Thursday:

8:00 a.m. - 11:00 p.m. \$100.00

Available Friday & Saturday:

8:00 a.m. - 1:00 a.m. \$150.00

Maximum capacity is 45. No Kitchen facility.

4 banquet tables (6 ft. in length) and 46 chairs.

The Facilities are available for rental during holidays, including but not limited to Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, New Years Eve, and New Years Day.

- C. **Cleaning Fee** for each of the facilities:
- Stephen Frazier: \$125.00
Quarterpath Trace: \$75.00
- The cleaning fee shall be paid at the time of reservation by separate check made payable to Cascades Community Association.

D. Pool Rental

During the pool season the pool at Quarterpath may be rented if lifeguards are available. IF LIFEGURADS ARE NOT PRESENT AT POOL SITE, THE POOL MAY NOT BE USED. PLEASE CALL 703-975-5237 or 700-600-6000 IMMEDIATELY FOR ASSISTANCE.

Available Sunday through Saturday:

8:00 p.m. - 11:00 p.m. \$200.00 plus the cost for the lifeguards which will be based on the number of people in attendance. An additional \$35.00 pool clean up fee is required.

The ratio of guard to pool users is 20 to 1 for young adults and 25 to 1 for adults. The 2019 cost is \$160.00 per 2 lifeguards for 3 hours event. Pool capacity is 171.

III. HANDLING OF DEPOSITS IN THE EVENT OF DAMAGES/OTHER

The Association reserves the right to deduct from the security deposit an amount necessary to pay the costs of clean-up, if warranted, and to deduct the costs of repairs or replacement of any property damaged during the rental period. If the security deposit is not sufficient to pay these costs, the Owner will be assessed for the difference as an Individual Assessment and use of any Common Area facilities shall be denied until the Individual Assessment is paid. If not paid, the Individual Assessment may result in a lien being placed against Owner's Lot and/or a lawsuit filed against the Owner.

If the Owner fails to comply with the rules and requirements of this Resolution and the Facilities Rental Agreement or if the Owner and guests fail to comply with the established policies and rules, Association Documents, or Government Regulations, the Board of Directors or its managing agent reserve the right to retain the paid security deposit made by the Owner. In addition, further use of the facilities may be denied for a period of time determined by the Board of Directors or its managing agent until such time as the Board of Directors can act.

IV. CANCELLATION

Rental fees are non-refundable if the reservation is canceled ten (10) or fewer business days prior to the reserved use date. Reservations canceled more than ten (10) business days prior to the reserved use date will result in a full refund of all rental fees, security deposits and cleaning fees.

The managing agent shall determine all questions about retention or return of security deposits. Appeals of management agent decisions will be forwarded to the Board of Directors for consideration and a final determination.

V. PRE-USE AND POST USE INSPECTIONS

Reserving Owners shall conduct a pre-use inspection of the reserved Facility. All Facility defects will be immediately reported to the Association at the appropriate telephone number listed in the Agreement.

Following the reserved use of the Facility, a post-use inspection will be conducted by the Association through their designated representative. The Owner will be notified of any reported damaged. The judgment of the Association's designated representative with respect to damages shall be dispositive, unless reversed or modified by the Board of Directors upon appeal.

VI. RESERVATION PROCEDURES

Any Association Owner wishing to reserve the Facility for private use shall follow the procedures set out below:

- A. Contact the managing agent to check availability for the requested date and time. The Owner shall complete and sign the rental agreement, with three checks (one for the rental fee, one for the security deposit and the other for the cleaning fee) and return all documents to the management offices at the Lowes Island Community Center. Note: The reservation will not be honored until the agreement and rental deposits are received. All payments shall be made in the form of a personal check, certified cashiers check, or money order payable to the "Cascades Community Association." The managing agent will send the Owner a copy of the agreement to confirm the date, time and Facility reserved. Reservations made less than two (2) weeks prior to the rental date will require certified checks for the rental fee and the security deposit.
- B. A key to the Facility will be issued by the managing agent at the management office to the Owner one business day before the reserved date between the hours of 8:00 a.m. and 5:00 p.m. Failure to pick up the key one business day prior to the event if scheduled on Saturday or Sunday, will result in a payment of \$50 to the managing agent. Applicants will only be allowed to enter the Facility during their reserved time. All doors and windows must be locked before leaving the rental. The key must be returned to the managing agent by 5:00 p.m. on the first business day following the scheduled event.

VII. GENERAL CONDITIONS OF USE

- A. Any event or activity to be attended by a majority of persons less than 21 years of age must have a minimum of two chaperones over the age of 21 in attendance. Chaperones for such events are required at a rate of one (1) adult chaperone for every ten (10) persons under 21 attending the event. The Owner executing the rental contract must be present for the duration of the event. Absolutely no alcohol is permitted at such events.

- B. Under no circumstances shall chairs, tables, or other equipment belonging to the Association be removed from the Facility.
- C. Absolutely no objects such as nails, tacks, scotch tape, or substances which cause permanent damage, shall be affixed to the walls, ceilings, or window surfaces. Any and all decorations must be fireproof and removed immediately following use of the Facility. Under no circumstances shall any structural or electrical alterations be made to the Facility.
- D. Paints, acids, and all other supplies and materials which present a potential for damage are prohibited from the Facility at all times.
- E. All refuse and personal property of the Owners and their guests shall be removed from the Facility immediately following use of the Facility.
- F. The Owner is responsible for knowing the location-of and proper use-of the Facility's fire extinguishers.
- G. The Loudoun County noise ordinance, between 11:00 p.m. and 7:00 a.m., prohibits any loud noise that may disturb residents of the community. The Owner shall adhere to all county ordinances and be courteous of those who live in close proximity to the Facility.
- H. A designated Association representative may attend an event to monitor compliance with the rules and regulations governing the use of the Facility.
- I. Use of the fireplaces is prohibited.
- J. Use of candles other than on a cake are prohibited.
- K. Smoking is prohibited in all Cascades facilities.
- L. Parking is restricted to the designated parking area/lot.
- M. No pets or animals are allowed, except service animals.

VIII. SALE OF ALCOHOL

Sale of alcohol in the Facilities is strictly prohibited.

IX. LIABILITY

The Association, its trustees, agents, officers and employees assume no responsibility for the person or property of anyone using the Facility. The Owner shall remove all property from the premises at the conclusion of the function unless prior arrangements have been made with the managing agent.

The Owner and all guests will be responsible for compliance and adherence to the Association's Documents, including all amendments thereto, the Rules and Regulations of the Association, and all specifications of the rental agreement.

In consideration of the use of the Facility, the reserving Owner agrees to indemnify the Association, its trustees, officers, agents and employees and hold them harmless from and against any and all liability, damage, expense, cause of action, suits, claims or judgments arising from or related to injury to persons or property occurring in or about the premises and upon the adjoining sidewalks, streets or ways which may arise from the Association's ownership and management of the premises, or from any action or omission of the Owner, its agents, employees, guests, or licensees, or from any cause whatsoever.

In the event a rental is cancelled due to unforeseen damage to the premises (i.e. insurance loss), the Owner agrees to indemnify the Association, its trustees, agents, officers and employees and hold them harmless from and against any and all liability arising from such cancellation.

X. EXHIBITS

The Cascades Facility Rental Agreement is attached to this Resolution and is hereby incorporated as a part of this Resolution. The Board of Directors may amend the Cascades Facility Rental Agreement at any time.

XI. ENFORCEMENT

The Association reserves all of its legal remedies pursuant to the Association's governing documents and Virginia law, including but not limited to:

- A. The assessment of special charges and the suspension of privileges, after proper due process procedures, for the violation of any of the rules and regulations governing the rental and use of the Association's Common Areas;
- B. The right to expel any person from the Common Areas for violent behavior, for creating an unreasonable disturbance or injury to other persons or the property, or for violation of federal, state or local law; and
- C. The right to seek the assistance of law enforcement officers in maintaining the peace and enforcing compliance with all the Cascades governing documents and/or federal, state and local laws. Cascades has and does hereby authorize the Loudoun County Sheriff's Department and any of its officers to terminate any rental and to require Cascades staff to close any Cascades Facility if any person occupying the Facility pursuant to a Facilities Rental Agreement is or has not been in compliance with any Cascades rules or regulations or any federal or state law or county ordinance.

This Resolution was originally adopted by the Board of Directors of the Cascades Community Association this 25 day of April 2019.

CASCADES COMMUNITY ASSOCIATION
FACILITY RENTAL AGREEMENT

I/We, the undersigned Owners, hereby rent from the Cascades Community Association the _____ Facility for the period _____ to _____ p.m., on _____, upon the terms and conditions set forth in Cascades Community Association Administrative Resolution # 28, a copy of which is attached hereto and incorporated herein as terms of this Agreement.

I/We hereby acknowledge that I/we have read and understand the policies and procedures for the rental of the Facility. I/We understand that failure to comply with any or all of the rules stated herein may result in the immediate termination of the function for which we are renting the Facility, denial of further use of the Facility, loss of security deposit, the imposition of an Individual Assessment and the possible imposition of a fine by the Association.

Owner's Signature

Date

Owner's Signature

Date

Cascades Community Association

By: _____

Date

Association Contact Phone Numbers:

8:00 a.m. to 5:00 p.m. Monday through Friday **703-406-0820**

After Hours Emergency **703-600-6000**