



CONTRACT FOR RENTAL OF GAZEBO

THIS CONTRACT is made this _____ day of _____, _____, by and between CAMERON STATION COMMUNITY ASSOCIATION, hereinafter referred to as “ASSOCIATION” and _____ of the following address _____ and phone numbers _____ (home) and _____ (office.)

WITNESSETH:

For other good and valuable consideration, receipt of which the parties hereby acknowledge, the parties hereto agree as follows:

1. Place, Date and Time of Use:

The Renter shall rent the Gazebo on _____, _____, beginning at _____ and ending at _____ for the purpose of: _____ . The Renter shall use the Gazebo for setup, decorating, and departing during the hours specified above only.

The Renter shall depart the Gazebo in strict conformance with the ending time, as set forth above. No exceptions shall be made, regardless of whether the Renter begins his/her event on time.

2. Fees and Cancellation Rights:

When the Renter tenders the signed contract, the Renter shall pay the refundable \$300 security deposit. The Renter shall be solely responsible for all payments made under this Contract. The Association shall not accept payments from any other party. If Renter wishes to cancel the contract, Renter must send written notice to the Association more than 7 days prior to the rental date.

3. Certification by Renter:

The signatory(s) hereby certifies that that he/she/they is/are the party responsible for the event. This contract is non-transferable.

4. Renter's Duties at Event:

a. Renter must remain physically present at the Gazebo at all times during the term of the rental period.

b. Renter shall not charge attendees any fees of any sort for admission, food, alcohol, or any other service or product.

c. Renter must provide 1 chaperon for every 10 attendees under the age of 18; chaperons must be over age of 21.

d. Renter shall not install any objects such as nails, tacks, scotch tape, candles or any other substance that causes permanent marking or damage on the walls or structure of the Gazebo, including, but not limited to, finger paints, glue, or glitter. Renter must fully remove all of their materials, decorations or equipment at the end of their rental of the Gazebo. Structural or electrical alterations to the Gazebo is strictly prohibited.

e. Renter shall not bring acids or any other material that is flammable, toxic, or presents any potential for damage to the Gazebo. Torched are strictly prohibited from use inside of or within 10 feet of the Gazebo.

f. Renter must comply with the City of Alexandria noise ordinance, which is incorporated herein by reference. *Noise in Public Places (Sec. 11-5-4 (b)4): Loud noises are not permitted in public places between the hours 11:00 p.m. and 7:00 a.m.*

g. Renter shall remove all personal property and other items, including, but not limited to, all trash and debris from the Gazebo immediately following the termination of the time for which the Gazebo is reserved. All trash and debris must be placed in appropriate trash containers

h. Renter shall comply with all provisions of the Association's Declaration, Bylaws, Articles of Incorporation, Resolutions and duly adopted rules and regulations, as well as all applicable Federal, state and local laws.

i. Renter shall control behavior of all attendees and bear full responsibility for their conduct, including financial responsibility for rectification of damages to the Gazebo or any other form of violation.

j. All guests must comply with the Association's pet and parking rules.

k. If auxiliary lights or sound equipment is contemplated for use during any reserved time, the Renter must provide the Association with written notice at least three days prior to the rental date. The Association reserves the right to inspect decorations and equipment to be used any may deny approval or conditional approval of such decorations or equipment (including lighting or sound equipment) by a representative of the Fire Department, a licensed electrician or any other individual deemed necessary by management.

1. No commercial inflatable devices or water entertainment elements are permitted, as this is City property.

5. Termination of Event:

If management determines that Renter is engaged in a willful, egregious act of violation of any of the duties listed above, management may terminate the event before the end of the rental period, keep the security deposit and all paid fees, and suspend the Renter's right to rent the Gazebo again.

6. Departure:

The Renter must depart the Gazebo in strict conformance with the Contract. Failure to do so shall result in forfeiture of the a) security deposit and b) right to rent the Gazebo again in the future. In addition, management shall contact the City of Alexandria Police Department to disburse the crowd and press trespass charges.

7. Inspections and Remedies:

After the rental period, management will conduct a post-use inspection of the Gazebo and prepare a report that will note any breaches of contract and related deductions from the security deposit, if any. If none, management will refund the security deposit to Renter within 10 days of the date of the event.

If Renter breaches any of his duties or damages the Gazebo, the Association reserves all of its rights, including, but not limited to: a) deduction from the security deposit for each specific violation of a particular paragraph listed in Section 4 (when tangible damages do not result) and/or b) deduction for all costs and fees from the security deposit associated with rectification of any tangible damage. Management shall make all such determinations in its own discretion.

If the Renter disagrees with management's determinations, he/she may appeal to the Board of Directors by filing an appeal in writing within 10 days of date of the completion of the report. The Board will schedule a hearing to review the matter and make a final decision.

8. Indemnification of Cameron Station Community Association:

The Renter bears full responsibility for his attendees; accordingly, Renter shall indemnify, defend and hold harmless the Association, its Board of Directors, officers, agents, and employees from and against any and all claims, actions, causes of action, suits, awards, defense costs, fees or judgment liability arising directly or indirectly from any claim or lawsuit brought by a third party arising out of the Renter's rental of the premises.

9. Limitation of Liability:

The Association's maximum liability under this Contract shall be the return of the sums paid by Renter.

10. Security:

The Association reserves the right to retain a security service to provide security at any event to be held in the Gazebo. If the Association chooses to retain a security service to perform security services at a rental event, the renter shall be responsible for paying all costs associated with retaining the security service, which costs must be paid prior to the event.

11. Choice of Law/Venue:

The parties shall interpret and enforce this Contract in accordance with the law of the Commonwealth of Virginia. Any claim or cause of action arising out of or connected with the Contract shall be adjudicated in either the U.S. District Court for the Eastern District of Virginia, Alexandria Division (provided a statutory basis for federal jurisdiction exists) or the Circuit Court of the City of Alexandria, Virginia. The parties hereto waive all defenses or objections to the jurisdiction of said courts or to such venue.

12. Amendments:

The terms specified herein constitute the entire agreement between the parties. The Association shall not be bound by any alleged promises, representations or agreements except as herein expressly set forth. Management shall not have any authority to amend this Contract, except in writing.

13. No Warranty:

The Association does not warrant that its Gazebo is suitable for any particular purpose, nor does the Association warrant any condition on the premises. The Renter agrees that he/she has had an opportunity to examine the premises; that the Association is not responsible for any notification of any defects within the premises; and that he/she will accept the premises in an "as is" condition.

14. Incorporation of Legal Documents:

All remedies for enforcement of the Declaration of Covenants, Conditions and Restrictions are hereby incorporated by reference. In addition, the Renter shall bear full responsibility of all

attorneys' fees and costs incurred by the Association to enforce this contract. If the Association must seek legal action to recover damages in excess of the security deposit, all sums due shall bear interest at the rate of 18%, per annum.

15. Provisions Related to COVID-19:

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people. As a result, the Association has implemented preventative measures required by the Commonwealth of Virginia and recommended by health agencies (including the Centers for Disease Control and Virginia Department of Health) to reduce the spread of COVID-19 among users of the communal areas within the Association. However, the Association cannot guarantee that the communal areas, such as pools, parks, gyms, computer room, and club house facilities (the "communal areas"), will not become infected with COVID 19. Further, using the communal areas could increase the risk to users of contracting COVID-19. It is understood that each person renting the gazebo and each person attending the gazebo during a resident rental period has agreed to perform the following additional obligations as a result of Federal, State and Local ordinances related to the communal areas. The Parties understand that these obligations may change and to the extent they do, and additional action(s) is/are required for communal areas to be open, the Association shall notify the Renter of such changes, which will be incorporated into this Agreement. The Member renting the gazebo shall be solely responsible for ensuring their guests, vendors and family members adhere to all COVID-19 Guidelines, including but not limited to:

- a. Wearing face coverings over their nose and mouth when walking to and using any restroom facilities.
- b. All vendors must wear all personal protective equipment recommended by the Centers for Disease Control.
- c. All vendors must clean and disinfect any equipment after each use.
- d. No one who has contracted COVID-19, is displaying symptoms of COVID-19, or has been in contact (defined as either within six feet or in the same enclosed room) with someone with COVID-19 within the previous seven days shall be permitted at the Association's Outdoor Amenities. Symptoms are deemed to be the following: a fever of 100.4 degrees Fahrenheit or higher; sense of a fever; have a cough, shortness of breath, chills, sore throat or muscle aches that cannot be attributed to another health condition; or any combination of the foregoing.
- e. All attendees and vendors must sign the attached medical certification and release form representing that they do not have any of the aforementioned symptoms of COVID-

19, that they understand the risks inherent with social gatherings during the current pandemic and that they assume such risks.

f. Maintaining social distancing of no less than 6' feet at all times.

g. All vendors shall adhere to the requirements imposed by the Commonwealth of Virginia governing the performance of services at the Association's gazebo.

SIGNATURES ON FOLLOWING PAGE

Signature: _____ Date: _____

(Renter)

Print Name and Address:

Cameron Station Community Association, Inc.

By: _____

(Name) (Title)

2536308_1