

Cameron Station Community Association, Inc. 200 Cameron Station Boulevard, Alexandria, VA 22304 Phone (703) 567-4881 <u>www.cameronstation.org</u>

# CAMERON CLUB ROOM RENTAL CONTRACT

THIS CONTRACT is made this d	lay of,,	by and between CAMERON
STATION COMMUNITY ASSOCIA	ATION, INC., hereinafter ref	erred to as "ASSOCIATION"
and		of the following address
		and phone number
(mobile	e) and email	(email).

## 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 _	room of the Cameron Club on	,,
beginning at	and ending at	for the purpose of:

- a. The Renter shall use the room for setup, decorating, and departing during the hours specified above only. Renter will be responsible for additional rental fees for any time the Club is used before or after the time frame specified above.
- b. The Renter shall depart the Club 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 security deposit, the nonrefundable cleaning fee, and the hourly usage fee in accordance with the attached rate sheet. 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 1 business days prior to the rental date. In case of such cancellation, The Association shall refund all pre-paid sums within 10 days following the date of receipt of notice of cancellation.

# 3. Certification by Renter:

The signatory(s) hereby certifies 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 shall notify the Association at least 24 hours prior to the beginning of the rental period if the Renter has invited anyone who would require assistance in entering or exiting any portion of the Club due to a disability.
- b. Renter must remain physically present in the Club at all times during the term of the rental period.
- c. Renter shall not charge attendees any fees of any sort for admission, food, alcohol, or any other service or product.
- d. Renter must provide 1 chaperon for every 10 attendees under the age of 18; chaperons must be over age of 21.
- e. Play equipment prohibited for use within the Cameron Club includes, but is not limited to moon bounces, trampolines, and slides.
- f. 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 wall paper of the Club, 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 Club. Structural or electrical alterations to the Club are strictly prohibited.
- g. Renter shall not bring acids or any other material that is flammable, toxic, or presents any potential for damage to the Club. Candles are strictly prohibited from use within the Club.
- h. Renter must comply with the City of Alexandria noise ordinance, which is incorporated herein by reference. Noise levels after 11:00 p.m. must not be audible outside of the Club.
- i. Renter shall keep all doors and windows to the Club closed for the duration of the function to minimize the amount of noise, which may be audible to the surrounding community.
- j. Renter and his/her guests shall not congregate outside the Club at any time during or after the event.
- k. Renter shall limit access to the Club to invitees only and shall not allow access to anyone else. Renter shall limit the number of attendees in the meeting room to 40. Renter shall limit the number of attendees in the Great Room to 70.
- 1. Renter and his guests shall not smoke in the Club or its grounds.
- m. Renter shall control behavior of all attendees and bear full responsibility for their conduct, including financial responsibility for rectification of damages to the Club or any other form of violation.
- n. Renter shall pay a separate cleaning fee, which covers the disposal of all contained trash and routine cleaning. The term "routine cleaning" includes, but is not limited to, the wiping of all tables and chairs, vacuum and spot clean/shampoo carpet, clean

kitchen/appliances (great room) and cleaning the restrooms on the same floor as the rented room.

- o. Renter may not access the pool or pool deck at any time.
- p. Renter shall be required to train with Management in advance of room rental on the proper usage of the AV equipment, if being utilized. Date training is scheduled: at AM/PM.
- q. Renter and Renter's guests comply with all rules adopted by the Association from time to time related to the use of the Club, along with all Laws, Regulations and Orders issued by the Commonwealth of Virginia and the City of Alexandria. If renter or any of Renter's guests fail to so comply, the Association reserves the right to terminate this Agreement and require the Renter and Renter's quests to vacate the premises immediately.
- r. Renter shall not permit any person, including Renter and members of Renter's family, to enter the Club if such person is experiencing:
  - i. a fever (100.4 degrees Fahrenheit or higher) or a sense of having a fever;
  - ii. a new cough that cannot be attributed to another health condition;
  - iii. new shortness of breath that cannot be attributed to another health condition;
  - iv. new chills that cannot be attributed to another health condition;
  - v. a new sore throat that cannot be attributed to another health condition;
  - vi. new muscle aches that cannot be attributed to another health condition or specific activity (such as physical exercise); or
  - vii. have been in close contact (defined as within six feet for an aggregate period of fifteen minutes) to someone with COVID-19 over the past fourteen days; or have been diagnosed with COVID-19.

### 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 fees paid, and suspend the Renter's right to rent the Club again.

### 6. **Departure**:

The Renter must depart the Club 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 Club 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 Club 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 30 days of the date of the event.

If Renter breaches any of his duties or damages the Club, 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 and Release of Cameron Station Community Association:

The Renter bears full responsibility for his attendees; accordingly, Renter shall indemnify, defend an hold harmless the Association, its Board of Directors, officers, agents, and employees ("Association Parties") 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. Such obligation to indemnify, defend and hold harmless the Association Parties includes, but is not limited to, all illness, disability, death, or loss or damage to person or property in connection any person's use during or as a result of the rental of the club, whether arising from the negligence of ASSOCIATION PARTIES or otherwise, to the fullest extent permitted by law.

Renter, on behalf of Renter and Renter's heirs, assigns, personal representatives and next of kin, hereby agree to release, indemnify, hold harmless and covenant not to sue or otherwise pursue any legal action against any of the ASSOCIATION PARTIES.

# 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 Cameron Club. If the Association chooses to retain security at an 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 Club 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. Assumption of Risk

Renter acknowledges that the use of the Club carries with it inherent risk, and that it is not possible for the Association to completely prevent the presence of or eradicate from the Cameron Station Facilities various bacterial and viral infectious diseases including but not limited to influenza and COVID-19, and that Renter and Renter's family members and guests may be exposed to such diseases due to my use.

Renter acknowledges and assumes all such risks associated with the use of the Club, both known and unknown, even if arising from the negligence of the association or its directors, officers, agents employees, volunteers or contractors, or others, and assume full responsibility for renter and renter's guest's use of the Club.

Renters Signature:	Date:	
Print Name	Phone:	
Address:		
Cameron Station Community	Association, Inc.	
Ву:	(Name)	(Title)

# CAMERON STATION COMMUNITY ASSOCIATION

# CAMERON CLUB RENTAL RATE INFORMATION

Effective August 27, 2024

# Victoria Hebert Great Room – 1st Floor, Maximum Occupancy – 71 People

Security Deposit: Rental Fee:	<ul><li>\$300 (Refundable)</li><li>\$150 (Nonrefundable - 4-hour block or portion of)</li><li>\$20 (Nonrefundable rental charge for use of audio-visual equipment)</li></ul>
Cleaning Fee:	\$150 (Nonrefundable, consistent with the Association's cleaning contract)

Paul Henderson Room – 2<sup>nd</sup> Floor, Maximum Occupancy – 41 People

Security Deposit: Rental Fee:	<ul><li>\$300 (Refundable)</li><li>\$50 (Nonrefundable - 4-hour block or portion of)</li><li>\$20 (Nonrefundable rental charge for use of audio-visual equipment)</li></ul>	
Cleaning Fee:	\$150 (Nonrefundable, consistent with the Association's cleaning contract)	
Conference Room – 2 <sup>nd</sup> Floor, Maximum Occupancy, 15 People		
Security Deposit: Rental Fee:	<ul> <li>\$300 (Refundable)</li> <li>\$25 (Nonrefundable - 4-hour block or portion of)</li> <li>\$20 (Nonrefundable rental charge for use of audio-visual equipment)</li> </ul>	
Cleaning Fee:	No Cleaning Fee	

\* The Association reserves the right to retain a security service to provide security at any event to be held in the Cameron Club. 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.

In order to secure a room reservation, a signed contract must be provided to the Association with the following payments (3 separate checks made payable to CSCA): security deposit, cleaning fee and the rental fee.

Renter's Initials: