



LITTLE ROCKY RUN HOMEOWNER ASSOCIATION
Facility/Recreation Centers, Rules, Policy and Procedures
Revised August 3, 2017

Little Rocky Run Recreation Centers (The Centers) are community facilities, owned and operated by the Little Rocky Run Homeowners Association (the HOA), for the benefit of Association Members.

A. PROCESS FOR RENTING RECREATION CENTER

All requests for use of the Centers must be submitted to the HOA and approved in advance. A Recreation Center Use Agreement (The Agreement) see Exhibit A, must be executed for use of the Centers. The Agreement designates FULL RESPONSIBILITY to the Association Member requesting use. The Agreement and signature page of rules and guidelines must be submitted and signed by an authorized Association Member, prior to the rental date. Also, all fees and security deposits must be paid by and received from the Association Member prior to the HOA issuing a key or accessibility. Access credentials must not be given to or used by ANYONE other than the authorized Association Member.

The Use Agreement form is available on the website at www.littlerockyrunhoa.org or at the HOA office at 6201 Sandstone Way (Recreation Center 2).

B. REGULAR AUTHORIZED USERS OF THE RECREATION CENTERS

1. Little Rocky Run (LRR) Association Members in good standing and whose privileges have not been suspended;
2. LRR residents that have a valid lease and whose landlord's privileges have not been suspended.
3. LRR Boards, committees, and chartered organizations that are officially sponsored by the LRR HOA.

C. PRIORITIES FOR SCHEDULING USE OF THE CENTERS

Signed agreements remain subject to the following priorities for scheduling:

1. Priority will be given to HOA Boards, Committees and Chartered Organizations.
2. All other Users will be scheduled on a first-come, first-served basis.

The Community Manager is responsible for determining and adjudicating priorities. When scheduling requirements conflict, or a Center is found to be in disrepair, a renter may be offered an alternative date, time or location. Nevertheless, the Board of Trustees reserves the right to establish other priorities as necessary and to limit the uses of the Recreation Centers.

D. RECURRING USE

Defined as use of the Centers when a fee is charged to persons attending the class, seminar, or functions well as repeated use of the Centers by a entity or organization. Recurring Use will be allowed on Weekdays only, at the regular, below mentioned hourly rate. Any Recurring User of the Centers must confirm to the Community Manager that at least 55% of the persons attending their class, seminar, or function are LRR residents. Furthermore, if the Recurring Use instructor or leader is not an Association Member of the HOA, an LRR Association Member, in good standing, must sign the Agreement and is responsible for the associated fees. The inspection fee shall not apply to Recurring Uses, however, a checklist will be provided to Recurring Users and the responsibility of cleaning the Centers thoroughly, after EVERY use, is that of the Recurring User. Any fees incurred for cleaning, as deemed necessary by LRR Staff, will be subtracted from the Recurring User's security deposit. If such cost exceeds the amount of security deposit, the Recurring User, signing the Agreement, will be responsible for promptly paying the

additional amount. Failure to settle any outstanding balance(s) may prohibit the Association Member from future rentals, until all balances are paid. All Recurring Users must have an agreement with the HOA covering the basics of their arrangement. Recurring Users may only schedule recreation centers up to **(6) six months in advance, or other duration, as available and approved by the Board.**

An instructor is required to present a roster verifying the total number of participants and the number of LRR residents. The roster and payment of the entire fee is due **(5) five business days prior to the start of the FIRST class.** The instructor must provide proof of insurance, sign the hold harmless agreement attached as Exhibit B to these rules, and a copy of his/her business license. Failure to provide the roster, business license, certificate of insurance and/or a failure to make advanced payment will result in cancellation of the reservation (or the balance of the reservation) and withholding of the key/credentials to the facility.

LRR Association Members must have priority in enrolling in all classes. Non-Association Members will be considered on a space available basis. The host or sponsor of an event who is an LRR Association member, must sign the Agreement, make all required payments of security deposits and fees, and be present at the event at all times as the responsible party during the rental period.

E. ORGANIZATIONS CONTRACTED BY THE HOA

LRR HOA will, on occasion, contract individuals/organizations to conduct classes, seminars, etc. For the advantage of the LRR Community. This Agreement is not applicable to such Individuals/Organizations, as they will be governed by their individual contract(s) with LRR HOA.

F. RENTAL FEES & SECURITY DEPOSIT

Hourly Rates:

Friday after 6pm, Saturday & Sunday (All Users)	\$45/hour with a 3-hour minimum
Weekdays***	\$30/hour with a 2-hour minimum

*Weekdays run from Monday at 12:00 a.m. through Friday evening at 6:00 p.m.

**Holiday rate will be assessed based on the day of the week in which they fall.

*** (Including all entities that fall within the above Recurring Use definition)

Damage/Cleanliness Inspection fee: \$50 per use

Security Deposit: \$250 per Agreement, except as noted herein:

The security deposit will be refunded to the contracted Association member, less costs for all damages or cleaning, as deemed necessary by the Community Manager's Inspection. If such cost exceeds the amount of the security deposit, the Association Member signing the Agreement will be responsible for promptly paying the additional amount. Failure to settle any outstanding balance(s) may prohibit the Association Member from future rentals, until all balances are paid.

Recurring Users will be entitled to roll over the security deposit from use to use, if no portion of the security deposit has been relinquished for repairs and/or cleaning.

Noted exceptions to prevailing security deposit:

1. **LRR HOA BOARDS AND COMMITTEES** are not required to complete an Agreement, are not charged to use the Centers and are not required to make a security deposit.
2. **LRR HOA CHARTERED GROUPS AND LRR STINGRAYS** are not charged any rental fees and are excluded from the inspection fee, provided that 25% of their members are residents of LRR. The Agreement must be in the name of and signed by a LRR Association Member in good standing. If the facility requires cleaning, that group will be held responsible and billed for the cleaning services. The Association Members identified in this paragraph must provide proof of insurance and execute the hold harmless agreement attached as Exhibit B to these rules.

3. **BOY SCOUTS OF AMERICA AND GIRL SCOUTS OF AMERICA** are not charged any rental fees and are excluded from the inspection fee, (*check list must be completed after each meeting and returned with key*) provided that 25% of their members are residents of LRR. The timeframe for all Recreation Center Use Agreements for Scouts will be September – June. A security deposit of **\$100** must be paid every September along with a new Recreation Center Use Agreement. Any unused portion of the Security Deposit will be returned each June. The Recreation Center Agreement must be in the name of and signed by an LRR Association Member in good standing and the deposit paid by that Association Member.

4. **ORGANIZATIONS CONTRACTED BY THE HOA**

A checklist will be provided to Chartered Groups, LRR Stingrays, AND Scouts, and the responsibility of cleaning the Centers thoroughly, after EVERY use, is that of the appropriate User. Any fees incurred for cleaning as deemed necessary by LRR HOA staff, will be subtracted from the User's security deposit, or billed directly to the LRR Association Member signing the Agreement. If such cost exceeds the amount of the security deposit, the User, signing the Agreement, will be responsible for promptly paying the additional amount. Failure to settle any outstanding balance(s) may prohibit the Association Member from future rentals, until all balances are paid.

Chartered Groups, LRR Stingrays and Scouts may only rent and/or have access the Rec Centers for events during the week, Mondays through Friday at 6pm, unless they pay the standard hourly rental rate. All special requests will be reviewed by the Community Manager on a case by case basis.

G. RESERVATIONS & PAYMENTS

1. Reservations, other than Recurring Use, may be accepted up to the one year- in advance. Temporary reservations "holds" may be made in person at the HOA office, by letter, telephone, or email, and will be good for seven calendar days after the HOA notifies the applicant that the temporary reservation has been tentatively scheduled.
2. The signed Agreement, requisite security deposit, hold harmless agreement, all rental fees and signed rules, as applicable, are due no later than seven calendar days after the temporary reservation is tentatively scheduled. If the required contract and payments are not received by due date, the temporary reservation will be cancelled with no guarantee of reservation after that time. Reservations made eight (8) days or less prior to an event must be paid in full at the time of reservation.
3. Those conducting classes must present a current Agreement, Business License, Roster, Payment, signed Hold Harmless Agreement, and Certificate of Insurance prior to the receipt of a key or access credentials.
4. A check returned for lack of funds will cause the reservation to be cancelled and a \$50.00 returned check fee. Visa and Master Card credit/debit cards are accepted.
No cash payments will be accepted for Center/Facilities rentals.

H. CANCELLATIONS

1. All deposits and fees will be returned to the Association Member if the Association Member or group cancels the reservation in writing (15) fifteen or more days in advance of the scheduled event(s).
2. The security deposit or one-half of the rental fees, whichever is less, will be retained if the reservation is cancelled with less than 15 days' notice of a scheduled event. A one-time rescheduling opportunity without penalty may be made available to the Association Member if the reservation must be cancelled due to serious illness, injury or death.
3. Notice of cancellation must be given to the HOA staff in writing to receive a refund. The Board of Trustees or the Community Manager has, at any time, the authority to cancel a reservation after it has been made. The reservation holder may be offered alternate accommodations, but there is no obligation for that person to accept the alternative assignment. In that circumstance, the reservation holder will be refunded all fees paid. However, the HOA cannot be held liable for costs, fees, or damages incurred as a result of a cancellation.
4. The HOA reserves the right to make cancellations due to damage to a Center/Facility that renders the Center/Facility unusable, for loss of utilities at the rented Center/Facility or for other reasons beyond the control of the HOA, and the Association member agrees that the HOA, it's trustees, officers, agents, and

employees will not be liable for any special, consequential, or indirect damages resulting to the Association Member from any cancellation.

5. The HOA will not issue any refund for any unused portion of reserved rental periods.

I. RULES OF USAGE AND PENALTIES FOR BREACH

The Association Member will be responsible for complying with all rules and provision of the Agreement. The Association Member will also be responsible for the actions of their guests and will be held financially accountable for any monetary charges, damages, fines, fees, or assessments levied by the HOA, law enforcement, or any other authorized or entitled agency in connection with the use of the Centers/Facilities during their designated rental period.

The Association Member is advised to seek advice regarding applicable laws from their own counsel in advance of their planned event. Any legal expenses stemming from the association Member's rental use period shall be the sole responsibility of the Association member and NOT the HOA.

The HOA may impose penalties on the Association Member if the Association Member does not adhere to the Rules, or Policies and Procedures, or if the police, emergency or fire department are summoned to an even (false alarm).

Any outstanding balances owed after an event are due and payable upon notice. Outstanding balances not paid within 30 days of the notice will be added to the HOA account association with the Association Member and failure to settle any outstanding balance(s) may prohibit the Association Member from future rentals, until all balances are paid.

The following rules must be complied with:

1. The Recreation Centers/Facilities must be left in a clean and orderly condition in compliance with the Recreation Center/Facility Inspection Report by using the "Use Checklist" provided. All personal items brought to the Centers/Facilities must be removed. All trash (including both restrooms) must be placed in containers or plastic garbage bags, removed from the Centers, and placed in the trash enclosure receptacles in the Center's parking lot.
2. Keys/Access credentials to the recreation centers must be safeguarded. The Association Member must immediately report the loss of the key or access credentials. The Association Member will be charged the actual cost of re-keying the locks in the Center if a key is lost. The costs to re-key are substantial and may exceed \$750 depending on the Center.
3. The premises doors and windows must be locked and secured at the end of the event.
4. Chairs, tables, or other equipment belonging to the HOA may not be removed from the Centers.
5. Smoking and/or Vaping or the use of any tobacco product or e-cigarettes is not permitted within the Centers, on its balconies, porches, decks or within the confines of the fenced pool area, including the restrooms, or within 50 feet of the building, pool house and entrance into the building or entrance to the pool area.
6. No pets or animals are allowed, except registered service animals.
7. If the Association Member plans to use decorations, auxiliary light, or sound equipment, the HOA must be notified by declaring such uses on the Agreement. The HOA reserves the right to have an inspection by the Fairfax County Fire Department or by a licensed Fairfax County Electrician as necessary. All decorations used in the Centers must be flameproof. Decoration cannot be fastened with nails, screws, or tape to the walls of the Center. Decoration may be attached to the tack strips along the walls. Any decorations tied to tables or chairs must be removed completely. Use of silly string, glitter and confetti is prohibited. Helium balloons may NOT be used inside the Recreation Center. If any balloons remain in the Center after the rental period or if balloons cause any damage to the Center, a removal charge of, up to, \$100 plus costs to repair any damage as a result of balloons will be deducted from the Security Deposit; the Association Member will remain liable for any costs in excess of the security deposit. No structural changes or electrical alteration can be made in the Centers.
8. The Association Member is responsible for ensuring the number of people attending the event is within the fire code capacity.
9. The starting and ending times stated in the Agreement and the duration for the booking is firm. Entry into the centers is not permitted prior to the contracted start time. The Association will not issue a refund for any

unused portion of reserved rental period. The group should be ready to depart the building with all equipment removed and cleaning completed by the end of the stated rental period. A monetary charge equal to the hourly rate will be charged for up to one hour, plus the inspection re-visit fee. After one hour, a monetary charge of \$100 plus a fee of \$25 per every 15 minutes, or part thereof will accrue and be charged. The Association Member and guests remaining on premises after the end of the scheduled rental period will be considered trespassing.

10. Parking is not permitted in front of the entrances to the recreation centers. This area is intended for temporary and immediate loading and unloading only. Available parking is not guaranteed. The parking lots at all Centers are also utilized by pool patrons. Spaces cannot be marked off or "reserved" in any way by the User.
11. The Association Member understands that those present at an event must comply with laws and licensing requirements of the Commonwealth of Virginia and Fairfax County including those pertaining to the service, sale and use of alcoholic beverages. The Association Member agrees that persons at the event will not serve or sell alcoholic beverages to minors or permit minors to serve or consume alcoholic beverages on LRR's premises.
12. The Association Member agrees to adhere to all policies and regulations regarding the use of the Center/Facility. If there are violations of the policies and regulations and/or damages to the building and its surrounds, the Association Member is responsible for restitution to the HOA. Furthermore, future reservations will not be accepted until full payment for all related costs is received by the HOA.
13. A User who fails to pick up the key to the recreation center during the routine business hours prior to the event will be assessed \$50, which will be charged against the security deposit. This fee will also be due if the Association Member fails to arrive to pick up the key.
14. Fairfax County has Noise and Nuisance Ordinances. Therefore, Users must monitor the conduct of those present at an event in order to avoid disturbing residents near the Centers.
15. The Association Member must remain at the Center during the entire period of the rental and is responsible for supervising all persons making use of the Center.
16. The Association Member is responsible for insuring that all persons attending the event comply with the HOA's rules and regulations. The Association Member is also responsible for the actions of all individuals who enter a Center during the rental period. Therefore, steps should be taken by the Association Member to prevent uninvited people (excluding Board Members or HOA staff conducting business) from entering the Center. The Association Member agrees that HOA representatives have the right to enter and view the premises at any time during the rental period.
17. The Association Member agrees to comply with all applicable federal, state and local laws and with the above rules and regulation.

J. RECREATION CENTER HOUS OF AVAILABILITY*

<u>RECREATION CENTER #1</u>	13775 LITTLE ROCKY RUN CIRCLE
Maximum Occupancy: 136 standing, 98 seated, 60 seated at tables	
Sun – Thursday	8am – 11pm
Friday	8am – 12am
Saturday	8am – 12am

<u>RECREATION CENTER #2</u>	6201 SANDSTONE WAY
Maximum Occupancy: 150 standing, 110 seated, 70 seated at tables	
Sunday	8am – 11pm
Mon – Thursday	6pm – 11pm
Friday	6pm – 12am
Saturday	8am – 12am

RECREATION CENTER #3 13900 STONEFIELD DRIVE
Maximum Occupancy: 150 standing, 110 seated, 70 seated at tables

Sun – Thursday	8am – 11pm
Friday	8am – 12am
Saturday	8am – 12am

**Note: There is no extension of the stated ending time for clean-up. All users must leave the parking lot no later than 15 minutes after the end of the event.*

K. RENTAL AGREEMENT

1. Except as otherwise noted herein, an Agreement is required for use of the Centers/Facilities. The host or sponsor of an event who is an LRR Association member, must sign the Agreement, make all required payments of security deposits and fees, and be present at the event at all times as the responsible party during the rental period.
2. The Community Manager may cancel a scheduled event if it is determined that an activity may damage HOA property or disturb community peace and tranquility or if evidence of fraud or any other material irregularity is found in the application to rent a Center. Violations of any rule, regulation, provision or law that binds the Association Member will result in the immediate termination of the rental agreement and the removal of the Association Member and those in attendance at the event from the Center. The Community Manager has the discretion to deny future use, under terms and conditions established by the Community Manager, to Users who abuse HOA facilities or property. The Community Manager will make a full report of the action taken to the Board of Trustees.
3. The Agreement is not transferable and subletting a Center is prohibited.

L. DISCLAIMERS

1. The HOA, its trustees, officers, agents, and employees assume no responsibility for the personal property of those who attend the event sponsored by the Association Member.
2. The HOA does not guarantee the availability of sufficient parking for an event nor does it guarantee the availability of tables and chairs.
3. LRR HOA, its trustees, officers, agents, and employees will not be liable for injury to persons or property occurring on or about the premises from any cause whatsoever. The Association Member agrees to indemnify, hold harmless and defend the HOA and its past, present and future Association Members, directors, employees and agents against all liabilities, claims, judgements, or demands for damages from accidents to person or property arising in connection with the Association Member's use of a recreation center and the actions of those in attendance at an event at a recreation center.
4. The pools cannot be rented for private parties.
5. This Agreement is not applicable to Organizations/Individuals contracted by the HOA.

I have received, read and understand the LRR Recreation Center Rules and Regulation that have been provided.

Lessee/LRR Member: _____

LRR HOA Staff: _____

Date: _____