

PINEWOOD GREENS HOMEOWNERS' ASSOCIATION:

RULES FOR THE USE OF THE COMMUNITY CENTER and USE AGREEMENT

The Community Center is part of the common property of Pinewood Greens Homeowners' Association and is located next to the pool at 2731 Hyson Lane. The Center consists of a main room, a small kitchen, and two bathrooms. The size of the room is approximately 24 feet by 24 feet and use of the room is limited to a maximum of **42** people. The room is available by advance reservation by owners and tenants of Pinewood Green. For more information about the availability of the room, please call the Association office (703) 560-8920 or email the office at pgoffice@pinewoodgreens.com.

A. Who Can Rent the Community Center?

1. In general, the Pinewood Greens Clubhouse shall be for the exclusive use of the Pinewood Greens Community Association residents, their guests, and invitees, through programs sponsored by the Association, for duly constituted Association committees, and other groups as may be called together by Association from time to time to participate in Association activities or to pursue Association business. Applicants for the use of the Clubhouse must be current residents of the Association who are current in their monthly dues.
2. Applicants are responsible for the conduct of all those present, and must ensure that all provisions of the Rules for the Use of the Community Center and Use Agreement are followed. The sponsor must be at least 21 years of age. Use of the community center will be denied if house assessments are delinquent.¹
3. First priority for use of the Clubhouse will be given to the Board and Association committees with regularly scheduled meetings and/or functions. Otherwise, scheduling of the Clubhouse for Association approved events/activities shall be on a first-come first-served basis by the managing agent.
4. At times which do not conflict or interfere with activities sponsored by the Association, the Clubhouse may be reserved for private use by any Association resident for the use of that resident and his or her guests and invitees so long as the reserving resident is in good standing, ("good standing" is defined as being current with respect to assessment payments owed to the Association and having no outstanding violation of the regulations of the Association) and so long as the resident is in attendance during the reserved time for use of the Clubhouse.ⁱ
5. The Clubhouse is not conducive to more than one meeting/function at a time; therefore, no two events will be held simultaneously.

B. What Types of Events May Be Held at the Community Center?

1. **Private Parties** - The Center may be used for private parties (for example a birthday party) where the guests of the sponsor attend on a "by-invitation-only" basis.
2. **Community-Wide Benefit Events** - Community-wide meetings, functions, or events which are intended to provide benefit to (and which are open to) the community (for example, an educational seminar) may be sponsored by the Board of Directors, or an Association Committee, or an owner or tenant of a residence in the community. Event attendance shall be for community residents. Final approval of resident-sponsored events may require Board Approval.

C. When Is Community Center Available?

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1. The center is available only during the following hours:

Monday – Thursday: 6PM to 9PM

Friday: 5PM to 10PM

Saturday: Noon - 10PM

Sunday: Noon to 8PM

The Board may change the hours of availability from time to time by resolution.

2. **Event Set-up** - The Community Center is available for set-up and decorating only during the hours listed above. Before you set up your event, please be sure to read limitations on moving furniture and restrictions on decorations discussed below under Section G.
3. **Event Clean-up** - All event clean-up must be accomplished during the hours listed above. Please be sure to read your responsibilities for cleaning in the "Clean-up Checklist" section below.

D. How Much Does It Cost to Use the Community Center? *Initial here:* _____

A security deposit of \$250.00 will be required from the sponsor at the time of reservation. In addition, the Community Center will charge \$25 per hour of the rental.

E. How Do I Make a Reservation?

1. **Contact the Association Office** - The Pinewood Greens office staff handles all arrangements for the Center, including reservations and scheduling.
2. **Advance Reservation Required** - To make a reservation, you must contact the Pinewood Greens office **at least five days in advance**. This Use Agreement must be filled out and returned to the Association office no later than five days before the event. The rental fee and security deposit must accompany the signed Use Agreement.
3. **Party Cancellation** - If a party cancels less than 48 hours prior to a scheduled event, the rental fee will be retained. The security deposit will be returned.

F. How Do I Get the Keys? Make Arrangements in Advance - The sponsor must contact Association staff to make arrangements to pick up the keys or the door code at the community center during regular Association office hours. Keys or codes will not be made available after posted office hours.

G. What Are the Community Center Rules of Conduct? *Initial here:* _____

1. **Sponsor's Responsibilities** - **The sponsor must be present at the function at all times, including set-up and clean-up.** The sponsor is responsible for the conduct of all attendees. It is the sponsor's responsibility to supervise the event and to ensure that all guests are abiding by the Rules for the Use of the Community Center.
2. **Failure to Enforce the Rules - Breaking of any of the Rules for the Use of the Community Center or failing to abide by the terms of the Use Agreement** will result in forfeiture of the entire security deposit and the quadrupling of the security deposit in the future. Loud or destructive behavior or guests conducting themselves in a manner calling for police action will also result in forfeiture of the security deposit.
3. **Noise Level** - The sponsor must ensure that the noise level, inside and outside the Community Center, is kept within a degree of reasonableness so as not to be an

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annoyance to the residents in close proximity to the Center. This especially applies to loud music or loud speakers and to guests entering and leaving the Community Center. Excessive noise that constitutes an annoyance to the residents near the Center is prohibited and is a violation of Fairfax County Code. No DJ's or bands will be permitted. The Fairfax County noise ordinance prohibits loud noise, which might disturb the surrounding community, and the Agreement Holder is required to adhere to the requirements of this ordinance.

4. **Indoors Only** - The sponsor must ensure that all activity is restricted to **inside the Community Center**. Use of the pool or pool area and/or the outside area around the community center is prohibited. Use of grills inside or outside the community center is prohibited.
5. **Crowd Size** - No more than **42** persons shall be in the Community Center at any one time. This number is a Fairfax County fire rule.
6. **Chaperones** - Any event or activity intended to be attended by persons under 21 years of age shall be attended by a minimum of two adult chaperones over the age of twenty-one (21), one of whom must be a resident of the Association, whose names and signatures will appear on the Association Clubhouse Rental Agreement application. Additional chaperones are required at a rate of one (1) Adult chaperone per ten (10) youths attending the event, or any portion thereof. As indicated in the Rental application the individuals whose names appear on the rental application must be present for the duration of the event.
7. **Decorations** - No objects such as nails, tacks, scotch tape, candles, or substances, which cause permanent damage, shall be placed on the walls, ceilings, or window surfaces. Any and all decorations shall be removed entirely immediately following the reserved use of the Clubhouse. Under no circumstances shall any group make any structural or electrical alterations in the Clubhouse. E. Paints, acids, and all other supplies and materials, which present a clear damage potential, are prohibited from the Clubhouse during times of reserved use.
8. **Restrictions on Moving Furniture** - Any tables, chairs, or other furniture moved must be returned to their original locations. If this rule is not followed the entire security deposit will be forfeited and the lessee will be responsible for damages
9. **Smoking** - Smoking in the Community Center is prohibited. It is a smoke-free area.
10. **Laws** - State and county statutes, including Fairfax County noise ordinances, must be obeyed at all times. No alcoholic beverages may be SOLD at the Community Center.
11. **Use of the pool**- is not included in the community center rental. Access to the pool must through the bathhouse, subject to all regular access policy, including guest passes. Direct access from the side door into the pool area is prohibited.

H. What Are My Responsibilities for Cleaning after the Event? *Initial here:* _____

1. **Clean-up Checklist** - The sponsor must ensure that the community center is left clean, undamaged, and orderly after using it. This includes (but is not limited to) the following tasks:
 - a. The floor must be swept and mopped clean (with floor cleaning solution provided by the Association) the rugs must be swept and left clean.
 - b. The kitchen (including the counter tops, cabinets, oven, microwave, and refrigerator) and the bathrooms must be left clean.

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- c. The tables, chairs, and all furniture must be left clean. All furniture must be returned to its original location and the chairs re-stacked in an orderly fashion in their original location so as not to be a hazard. (A room layout diagram is attached as part of this Use Agreement.)
 - d. All food items must be removed from the premises.
 - e. All decorations must be taken down and removed from the premises.
 - f. All garbage and garbage bags must be removed from the premises. Garbage must not be left in the community center or at the curb.
2. **Cleaning supplies** - The sponsor may use the brooms, mops, and mop bucket available in the cleaning closet, as well as the floor cleaning solution. Other supplies must be provided by the sponsor, including additional garbage bags, and paper towels.
 3. **Closing and Locking Procedures** - After the activity, the sponsor is responsible for ensuring that all doors and windows are closed and locked.

I. What Is Required of the Sponsor in Order to Qualify for Security Deposit Return?

Initial here: _____

1. **Refund Procedures** - The security deposit will be refunded after the center has been inspected by the office staff to determine that the sponsor has complied with all Rules for the Use of the Community Center and Rental Agreement.

Compliance includes:

- a. Finding the Center clean and meets all specifications as defined in Section H above.
 - b. Finding all property undamaged and accounted for, and returned to its original location.
 - c. Finding that all the rules as stated in this document have been followed.
 - d. Finding that any door entry keys are returned, if provided.
2. **Damage or Deficient Cleaning** - Part, or all, of the security deposit will be withheld for deficiencies in cleaning, property damage, or other expenses necessitated as a result of negligence on the sponsor's part.
 3. **Rules Violations** - Part, or all, or the security deposit will be withheld for violations of the rules depending on the seriousness of the violation.
 4. **Excessive Damage** - The Association shall reserve the right to deduct from the security deposit an amount necessary to cover any costs of cleanup if warranted, and shall also deduct the costs of repairs or replacement of any property damage during the use of the Clubhouse. If the security deposit does not fully cover these costs, the Agreement Holder shall be billed for the difference, and future use of any of the Association's facilities shall be denied until costs are paid. Any Agreement Holder using the Clubhouse shall be responsible for any and all damages that occur due to use of the Clubhouse. The billed costs will be considered a special assessment and if not paid could result in a lien being placed against the Agreement Holder's unit.

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| | |
|--|--|
| Day of party/event _____ | Time of party/event _____ |
| Type/purpose of party/event _____ | |
| Key/Code pickup time: _____ | Alcohol served: <u>Y</u> / <u>N</u> |

1. Name of sponsor: _____
2. Pinewood Greens address of sponsor: _____
3. Home telephone of sponsor: _____
4. Work telephone of sponsor: _____
5. Total number of guests: _____
Number of guests under 18: _____
Number of guests 18 and over: _____
6. **I have read the attached Rules for the Use of the Community Center. I agree to comply with all Rules for the Use of the Community Center and with the provisions of this Use Agreement.**

Signature of sponsor

Date

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Office use only

Date received the Use Agreement: _____

Date sponsor notified of approval: _____

Date received the rental fee: _____

Date received the security deposit: _____

Inspected the community center after the party and noted the following:

Recommend security deposit refund of: _____

Security deposit mailed on: _____
