

BROADLANDS COMMUNITY CENTER
Agreement for Use of the Community Center by *For-Profit Organizations*

I. ELIGIBLE USE

The Broadlands Community Center, located at 43004 Waxpool Road, Ashburn, VA 20148 (hereinafter “Community Center” may be reserved for the use of For-Profit organizations at times which do not conflict or interfere with the community activities of the Broadlands Association. It may be reserved on a first come/first serve basis.

II. OCCUPANCY

The occupancy limits established by the Uniform State-Wide Building Code (Section 1008.1) and determined by the Loudoun County Fire Marshals office states the maximum occupancy for the Community Center is 108 persons. All use of the Community Center must conform to these occupancy limits.

III. LIMITS ON TIMES OF USE

The Community Center can be reserved for use beginning from 9:00 a.m. to 10:00 p.m. Monday through Thursday and 9:00 a.m. through 3:00 p.m. on Friday. The Community Center must be cleaned and vacated by the end of the reserved use time. The permitted hours of reserved use may be changed or modified by the Broadlands Association at any point in time. As a matter of courtesy to the community, the Community Center premises are to be vacated quietly.

IV. GENERAL CONDITIONS OF USE

Any For-Profit Organization wishing to reserve the Community Center shall sign this non-transferable Agreement for Use of the Community Center by For-Profit Organizations (hereinafter “Contract”), and such contract shall be binding on the reserving individual (hereinafter “Contract Holder”). Conditions of use are detailed below:

- A. Any activity to be attended by persons less than 18 years of age shall be chaperoned by the Contract Holder during the entire duration of the activity. All chaperones shall be 21 years of age or older, and there shall be one chaperone for each ten persons under the age of 18 present within the Community Center at all times. The Broadlands Association reserves the right to refuse any requests for youth oriented events.
- B. All Community Center furniture and equipment moved or used as a direct or indirect result of use of the Community Center shall be returned to its proper location or storage area following use, and under no circumstances shall furniture or other equipment belonging to the Broadlands Association be removed from the Community Center.
- C. If decorations, auxiliary lights, or sound equipment are contemplated for use during any reserved time, a Broadlands Association agent shall be notified five (5) days in advance. The Broadlands Association reserves the right to conduct an inspection of the decorations or equipment to be used by a representative of the Loudoun County Fire Department or by a licensed Loudoun County electrician. A fee to cover the cost of inspection shall be levied against the Contract Holder. Absolutely no objects such as nails, tacks, tape, candles or substances that cause permanent damage shall be placed on the walls, window surfaces, or floors. Any and all decorations shall be fireproof, and shall be removed entirely immediately following the reserved use of the Community Center. **Absolutely no helium balloons are to be used in the building due to possible entanglement in the ceiling fans. Use of helium balloons will result in a minimum fine of \$50 and may result in forfeiture of the entire security deposit.** Under no circumstances shall Contract Holder make any structural or

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electrical alternations in the Community Center. All decorations must be removed from the Community Center at the end of the reserved time.

- D. No hazardous materials of any kind will be permitted in the Community Center. Any supplies and materials that may present a potential for any possible damage are prohibited from the Community Center.
- E. All refuse shall be placed in the trashcans located on the side of the pool building adjacent to the Community Center.
- F. Use of a sound system will be limited to inside the Community Center during the time of reserved use. All doors and windows of the Community Center should remain closed while the sound system is in use.
- G. A thorough inspection of the Community Center shall be made by the Contract Holder at the end of each reserved use, including inspections of the bathrooms and kitchen. All appliances and lights shall be turned off. All exterior doors shall be locked. Any issues requiring attention must be reported to the Broadlands Association as soon as possible during regular business hours. Please see ATTACHMENT 1 for more details.
- H. Smoking is prohibited in the Community Center.
- I. Alcoholic Beverages may not be served or consumed in the Community Center.
- J. Broadlands Residents will receive a minimum 10% discount on tuition or fees from the regular charge assessed to non-residents.

V. KEY FOB

The Contract Holder will be assigned a key fob for the duration of the contract period and will only have access to the Community Center during their contracted times. The Contract Holder shall come to the Broadlands HOA office at the Nature Center during office hours between 9:00 a.m. to 4:30 p.m. Monday through Friday to check out a key fob. Key fobs shall be returned at the end of the contract period to the Broadlands HOA office. The key fob should **NOT** be placed in the drop box. Should the key fob not be returned by the next business day after the contract has ended, a \$25 per day late fee will be deducted from the security deposit. **In the event that the Community Center key fob is lost, the Contract Holder will be responsible for a lost key fob fee of \$250.00.**

VI. FEES AND DEPOSITS AND THE PROCESSING OF FEES AND DEPOSITS

Unless other conditions prevail, reserved use of the Community Center shall be subject to the contract review and approval procedures, security deposit, hourly usage fee and other conditions detailed below.

- A. Each contract submitted to the Broadlands Association for use of the Community Center shall be subject to review and approval by a representative of the Broadlands Association. The Broadlands Association reserves the right to review all requests for reserved use of the Community Center and may deny any request if such use is deemed to put the Community Center or its property at unusual risk, or if such use of the Community Center is deemed to be contrary to the best interests of the Broadlands Association.
- B. **Use of the Community Center by a For-Profit Group shall require a security deposit of \$500 per contract period. Provided no unusual cleaning requirements are necessary and no damages are incurred, the deposit will be returned at the end of the contract period.** The Broadlands Association reserves the right to deduct from the security deposit any amount necessary to cover any costs of excessive cleanup, and shall also deduct the costs of repairs or replacements of any property damaged during the use of the Community Center. If the security

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deposit does not fully cover these costs, the Contract Holder shall be billed for the difference and any future use of the Community Center shall be denied until these costs are paid. Any Contract Holder using the Community Center shall be responsible for any and all damages that occur due to their use of the Community Center. Where warranted, a Broadlands Association representative shall make final determinations on total fees required of the Contract Holder in the case of any dispute related to fees owed by the Contract Holder.

- C. The fee for utilization of the Community Center by a For-Profit organization will be based on \$20 per hour or 15% of the tuition charged, whichever is greater, per calendar month. The Contract Holder will pay Broadlands Association in advance, \$20 per hour based on utilization for that month. This hourly fee will be payable by the 1st of the month prior to use. If 15% of the tuition collected for that month is greater than the hourly fee paid in advance, the Contract Holder shall pay the difference to Broadlands Association by the 5th of the following month.**
- D. The Community Center Contract shall be considered to be accepted and ratified when the Contract Holder has delivered to the Broadlands Association a signed contract, required security deposit and has received a copy of the contract confirming the reservation through signature of a Broadlands Association authorized representative.
- E. A Contract Holder agrees to pay all reasonable costs, including attorney's and billing fees, in the collection of any outstanding obligation owed to the Broadlands Association resulting from the use or misuse of the Community Center.
- F. In the event of a failure on the part of any Contract Holder to pay any amount due to the Broadlands Association for a period of fifteen (15) days, the principal amount unpaid shall bear interest from the date due at an annual rate of eighteen percent (18%) per annum.

VII. SURVEILLANCE CAMERAS

Security of the Community Center and safety of all residents are paramount. Video surveillance cameras are installed at locations in and outside of the building to record entry and exit activities. Cameras are recording but are not actively monitored and signs alerting users of their presence have been installed at entrances. Recordings do not capture audio.

The purpose of video surveillance at the Broadlands Community Center is to:

- Assist in the daily operations of the Community Center including identifying individuals who do not comply with the written policy of the Broadlands Association, Inc. as outlined in the Agreement for Use.
- Deter theft and vandalism and assist in the identification of individuals who commit damage to the Community Center.
- Assist law enforcement agencies with regard to the investigation of any crime that may be depicted.

At no time will the general public have access to the monitors or to the recordings made in the course of the surveillance. Information contained on the recordings shall not be used or disclosed for purposes other than those for which it was collected, except with the consent of the individual or as required by law. The focus of cameras used in video surveillance in the Community Center will not cover areas where there is an expectation of privacy. Any attempt at disabling or obscuring the cameras is prohibited and any act not in compliance with the Agreement for Use observed in the footage of the surveillance cameras may result in a forfeiture of deposit plus any applicable fees and prohibition of future use of the facility.

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HOLD HARMLESS / LIABILITY AGREEMENT

The Broadlands Association, its directors, agents, officers, and employees assume no responsibility for the personal property of anyone using the Community Center during times of reserved use. The Contract Holder will remove all property from the premises at the conclusion of the reserved use unless prior arrangements have been made.

The Contract Holder and all users of the Community Center during the time of reserved use will be responsible for the adherence to Broadlands legal documents, including all amendments thereto, and all specifications of the Contract.

It is understood that the Contract Holder agrees to indemnify the Broadlands Association, its directors, officers, agents, and employees, and save them harmless from and against any and all liability, damage, expense, cause of action, suits, claims or judgments arising from injury to person or property occurring in or about the premises and upon the adjoining sidewalks, streets, or ways which may arise from the Broadlands Association ownership of the premises, from any action or omission of the Contract Holder, its agents, employees, invitees, or licensees, or from any cause whatsoever.

SIGN-OFF:

I have received and reviewed the Agreement for Use of the Community Center by For-Profit Organizations.

Name: _____

Date: _____

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APPLICATION FOR USE • For-Profit Organization • Page 1

APPLICANT INFORMATION

Today's Date: ____ / ____ /20__

Organization Name: _____

Contact Name (Contract Holder): _____

Address: _____

Phone Number(s): _____

Home: _____

Cell: _____

Email: _____

PROGRAM SCHEDULE

▶ Day(s) of week (please circle): MON / TUE / WED / THU / FRI

▶ Frequency (please circle): WEEKLY / MONTHLY / OTHER: _____

▶ Times of use: _____

▶ Tuition Rates: _____

Contract Period: ____ / ____ /20__ TO ____ / ____ /20__

Please list all dates of use below or attached schedule

____ / ____ /20__	____ / ____ /20__	____ / ____ /20__	____ / ____ /20__	____ / ____ /20__	____ / ____ /20__
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Description of Class/Event: _____

Approximate # of Attendees: _____

Tuition Charged? (\$500 deposit is required in addition to the fees)

YES The utilization fee of the Community Center by a For-Profit organization will be based on \$20 per hour or 15% of the tuition charged, whichever is greater, per calendar month. The hourly fee is due on the 1st of each month prior to use and any additional fees owed based on the tuition collected, will be due by the 5th of the following month.

NO The utilization fee of the Community Center by a For-Profit organization will be \$20 per hour

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CONTRACTED DATES AND PAYMENT INFORMATION

Alternate Contact Information:

Contact Name: _____

Phone Number(s): _____

*The above information is true and accurate to the best of my knowledge and I have received a copy of the **Agreement for Use of the Community Center by For-Profit Organizations** and have read and understood those rules and regulations and will abide by them. I further agree by my signature below that approval of this application shall be subject to the sole discretion of the Broadlands Association, that any activities permitted hereby shall be limited to those listed on the application and that the Broadlands Association may terminate this agreement within a 24-hour notice in case of gross negligence by applicant and upon a 10-day notice with or without cause.*

Applicant Signature: _____ **Date** ____/____/____

Printed Name: _____

OFFICE USE ONLY

Deposit → \$500 check# _____ cash-deposit Hold Harmless

Comments: _____

Broadlands Rep Initials: _____

Payment Schedule:

Month Used	Payment due 1 st of month (\$20/hr)		If applicable, payment due 5 th of following month (15% of tuition)	
	Amount	Date	Amount	Date
January				
February				
March				
April				
May				
June				
July				
August				
September				
October				
November				
December				

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ATTACHMENT 1

COMMUNITY CENTER CLEAN-UP GUIDELINES

Please attend to the following items before leaving the Community Center:

- ✓ Collect all trash. If the trash can is full, please take the trash to the outside trash area.
- ✓ If the kitchen was used, wipe down counters and sink. Paper towels and cleaner can be found under the sink.
- ✓ Clean up all spills
- ✓ Sweep or vacuum the floor. A broom and a small vacuum are in the storage closet. Many groups use the floor for their activities, please be sure it is clean.
- ✓ Restore all furniture to its original location and return all folding tables and chairs to the storage closet.
- ✓ Turn off all lights.
- ✓ Check and lock all doors.

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ATTACHMENT 2

SPECIFIC GUIDELINES FOR COMMUNITY CENTER USE
BY FOR-PROFIT GROUPS

1. Programs must be offered to Broadlands Residents at a minimum 10% discount from the regular fee charged to non-residents.
2. The Group Leader/Owner/Instructor must commit to a minimum of four (4) weeks of classes and schedule the classes in advance.
3. The Community Center will be made available to For-Profit groups Monday through Thursday from 9:00 a.m. to 10:00 p.m. and on Friday from 9:00 a.m. to 5:00 p.m. on a first come/first serve basis.
4. The group Leader/Owner/Instructor must sign a Hold-Harmless/Liability Agreement.
5. **The fee for utilization of the Community Center by a For-Profit organization will be based on \$20 per hour or 15% of the tuition charged, whichever is greater, per calendar month. The Contract Holder will pay Broadlands Association in advance, \$20 per hour based on utilization for that month. This hourly fee will be payable by the 1st of the month prior to use. If 15% of the tuition collected for that month is greater than the hourly fee paid in advance, the Contract Holder shall pay the difference to Broadlands Association by the 5th of the following month.**
6. A Security Deposit of \$500 must be made at the time of the original contract. Provided no unusual cleaning requirements are necessary and no damages incurred, the deposit will be returned upon expiration of the contract period.
7. Food or drink, with the exception of water is **prohibited** inside the Community Center.