CROSSPOINTE SWIM & RACQUET, INC.
COMMUNITY CENTER, OAK CHASE PARKING LOT, AND/OR POOL RENTAL
OR RESERVATION PERMIT

Name: _____ E-mail: _____
(Permit Holder)

Address: _____

Home Phone: _____ **Business Phone**: _____

Representing: _____ **No. of Guests** _____
(Max. Community Center Occupancy: 49)

Facility Reserved: _____Community Center _____ Pool _____ Community Center & Pool

_____ Oak Chase Parking Lot

Activity Date: _____ **Time:** _____ **Type :** _____

Will alcoholic beverages be consumed during this event? Yes_____No_____

Will decorations, auxiliary lighting or sound equipment be used? Yes_____No_____. If yes, give description: _____

_____

_____

The Permit Holder will be responsible for adherence to regulations for the use of Crosspointe Swim & Racquet, Inc. facilities described in Policy Resolution 2017-01, attached, any facility unique rules or procedures, and to the rules contained within this permit. It is understood that Crosspointe Swim & Racquet, Inc., its Board of Trustees, officers, agents, and employees shall not be liable for injury to persons or property occurring in or about the premises from any cause whatsoever. The Permit Holder will indemnify Crosspointe Swim & Racquet, Inc. and hold it harmless from and against any and all claims, actions, damages, liability and expense in connection with injury to persons or property arising from or out of the use or occupancy by the Permit Holder of the premises, or occasioned wholly or in part by any act or omission of the Permit Holder, its agents, employees, invitees or licensees.

_____ _____
Date Permit Holder Signature

Security Deposit (Refundable):	$200.00 (community center and/or pool)	$_____
Community Center Rental Fee	$ 50.00/hr. x _____hrs. **(2 hour minimum rental – 1 hour increment)**	$_____
Pool Only Rental Fee:	$ 65/hr. – 2 hour minimum	$_____
Pool & Community Center:	$ 90/hr. – 2 hour minimum. (pool must be vacated by 1:00 a.m.)	$_____
Lifeguard Fees:	Determined by Pool Management Company dependent upon number and ages of pool guests. Fee to be provided to Permit Holder prior to approval	$ _____
	TOTAL	$_____

Pool Manager Verification for pool rental: _____ Date: _____
Pool Manager Signature

Approved by : _____ Date: _____
Crosspointe Swim & Racquet, INC

NOTE: Key may be picked up the business day (no later than 4:00 PM) prior to scheduled event and **must be returned in person the next business day after the event** or a $10.00 per day Key Fee will be deducted from Security Deposit Funds. An automatic charge of $25 will be levied for keys not returned in person. Lost keys will result in an automatic forfeiture of the security deposit. _____

PERMISSION FORM FOR PRIVATE USE OF CROSSPOINTE COMMUNITY FACILITIES
GENERAL RELEASE AND INDEMNIFICATION

Crosspointe Swim & Racquet, Inc. ("Crosspointe"), hereby grants permission to

_____ **(Resident Name)**

("the Permit Holder") to use the following Crosspointe facilities (check all that apply) on

_____ Community Center _____ Glen Eagles Pool

_____ Oak Chase Pool _____ Oak Chase Parking Lot

_____ **(Event date)**

from _____ until _____ **(Event time)**

for the purpose of _____ **(Type of event)**

and for no other purpose.

In consideration of this permission, the Permit Holder agrees:

1. To use the facilities only for the above purpose and to leave the facilities at the end of the time shown above, in good order and condition, and to be responsible for the costs of any clean up, repairs or replacements that Crosspointe determines necessary because of the Permit Holder's use of the Center;

2. To release Crosspointe, its officers, directors, members, agents and employees, from any and all claims, causes of action, damages or costs, of every kind, that the Permit Holder, its officers, members, employees, agents, guests, invitees or licensees may have or may hereafter have an account of the use by the Permit Holder of the facilities, including, without limitation, claims related to injury to person or damage to property; and,

3. To indemnify Crosspointe, its officers, directors, members, agents and employees from any and all claims, liabilities, causes of action, damages or costs, including the costs and attorneys fees incurred in the defense of any claims, liabilities, causes of action, damages or costs, that may be asserted on account or arising from the use of the by the Permit Holder.

Dated: _____ _____

("he Permit Holder" Signature)

By _____

Crosspointe Swim & Racquet, Inc.

CROSSPOINTE COMMUNITY FACILITIES
RENTAL OR RESERVATION RULES & GENERAL INFORMATION

ELIGIBILITY: Homeowners of Crosspointe Swim & Racquet, Inc., in good standing, are eligible to rent the facilities on a first come first served basis, during non-business hours. Outside Non-profit organizations rental requests will be evaluated on an case-by-case basis. Homeowners must complete the rental agreement and assume full responsibility for the event, to include clean-up and damages. The resident executing the contract **must be in attendance at the function** _____

GENERAL CONDITIONS ON USE: Policy Resolution 2017-01, attached, includes the general rules and regulations regarding the private use of Crosspointe Community Facilities. My initials indicate I have read and will abide by all provisions included in the Resolution. _____

RESERVATIONS: Facility rental is for private events only. Commercial, sales promotions or events involving monetary collections are not permitted. Reservations must be made at least two weeks in advance. Events are booked in one-hour increments, with a two-hour minimum. A completed rental permit, all fees and deposits must be submitted at the time of reservation. Set-up/ clean-up times must be included in the rental times. _____

PAYMENT: All deposits and fees must be by personal check that is drawn on an account of the permit holder and signed by the permit holder. Checks received for payment will be cashed upon receipt. _____

SECURITY DEPOSIT: The security deposit will be refunded, only to the permit holder, within thirty business days after the date of usage provided the premises; facilities and equipment are left in satisfactory condition. The Association reserves the right to deduct from the deposit an amount necessary to cover the costs of cleanup and/or repairs of any property damaged as a result of use of the facility. The minimum charge for improper cleaning or damages will be $30. If the security deposit does not fully cover these costs, the Permit Holder will be billed the difference. The difference must be paid within two weeks of notification. If difference is not paid after two weeks, the Association will add the difference to the permit holder's homeowners account and future use of facilities will be denied until paid in full. _____

A Security Deposit (for Community Center only) will not be required for those groups not required to pay a rental fee (i.e. Boy/Girl Scouts), however, the Crosspointe homeowner responsible for the group will sign this permit and agrees to all the terms and conditions for cleaning and damages. _____

CANCELLATION: If a function is cancelled within 14 days of a scheduled event, one-half of the rental fee will be the penalty for cancellation. A change in date will be treated as a cancellation**.** _____

RENTAL TIMES: Scheduled times stated on this permit are firm. The Community Center and Pools have an alarm that will be automatically disarmed and rearmed based on the time reflected in the rental contract. If these times are not adhered to and the alarm goes off resulting in a response from the Fairfax County police, a false alarm fee, ranging from $50 - $500, will be deducted from the security deposit. _____

GENERAL RULES:

The resident executing this permit must be in attendance at stated event and guarantee strict adherence by attendees to the hours stated on this permit and the following rules:

- No smoking allowed inside the buildings or in the pool area.
- No outside play items (moon bounce, etc.) may be brought into the building.
- Under no circumstances will chairs, tables or other equipment be removed from the facilities.

- **ABSOLUTELY NO OBJECTS** or decorations shall be placed on or attached to the walls, columns, doors, window/glass surfaces or trim and frames of doors or windows. This includes, but is not limited to, objects such as nails, tacks, staples, screws, tape, candles and any other substance that may cause damage. Use of any of these items will result in total forfeiture of the deposit.

- All decorations used in the buildings must be flameproof and are not permitted to be placed on, attached to or hung from any of the above-mentioned surfaces. Any and all decorations used must be removed entirely or will result in the forfeiture of the deposit.

- Under no circumstances will any group make any structural or electrical alterations in buildings.

- No hot pots, pans or serving pieces will be placed in direct contact with tabletops or floor surfaces.

- No cooking apparatus will be placed directly on tabletops or floor surfaces.

- There shall be absolutely no sale of alcoholic beverages. The provision or consumption of alcoholic beverages in the Community Facilities requires that applicable license to be obtained from the Virginia Department of Alcoholic Beverage Control.

- Permit holder or his or her adult representative only will secure Community Center keys. **Keys <u>must</u> be returned in person to the Community Center the next business day after the event.**

- The thermostat will be set at 70 degrees in the winter and 76 degrees in the summer when the building is vacated. Failure to comply will result in a $50 deduction from the security deposit.

- Fairfax Noise Ordinance prohibits loud noise after 11:00 PM. Curfew for use of building is 1:00 AM. Building and premises must be vacated by this time. As a matter of courtesy to the Community, please vacate the premises quietly.

- The Association reserves the right to inspect at any time during scheduled event.

- The Association, its Board of Trustees, agents, officers and employees assume no responsibility for the personal property of the Permit Holder. The Permit Holder will remove all such property from the premises immediately following the termination of the time for which the facilities were reserved unless prior arrangements are made with the Association.

- Adult supervision will be provided at all functions attended by individuals under the age of 21. Chaperones are required for such groups at the ratio of one adult for every ten individuals under the age of 21. Names, addresses, and telephone numbers of chaperones will be furnished to the Association at the time of permit application.

- The Association reserves the right to refuse or cancel permits for any reasonable cause. It is understood that when the Association guarantees the Permit Holder space, the Permit Holder may, on occasion, be asked to find alternate space when booking conflicts arise. The Association will issue such cancellation notice as far in advance as possible, but reserves the right to make cancellations at any time in the case of extreme necessity (including acts of God) and the Permit Holder agrees that the Association, its Board of Trustees, officers, agents and employees shall not be liable for any loss resulting to the Permit Holder from any such cancellation.

This permit is not transferable. The Permit Holder agrees to comply with all applicable federal, state and local laws and with all of the above rules and regulations.

The Association takes no responsibility as to the condition of the center resulting from a prior party. No refund will be made for inclement weather conditions, appliance or equipment failure or for other reasons beyond the control of the Association.

I have read this entire agreement and agree to all conditions as stated.

_____ _____

SIGNED DATE

PRIOR TO USE OF THE FACILITIES

To protect you from liability for prior damages, check the cleanliness of the facilities (carpet, floors, walls, restrooms, kitchen, pool deck, equipment and windows), **upon arrival.** If there is anything out of the ordinary or in unsatisfactory condition, call the Community Center immediately at 703-690-2321 and leave a detailed message.

CLEAN UP AFTER USE (before leaving the premises)

- ☐ Vacuum all carpets.
- ☐ Leave restrooms in clean, sanitary condition.
- ☐ Kitchen counter tops, stove, refrigerator, sink and floor must be cleaned after use.
- ☐ Chairs and tables must be wiped off, cleaned and properly stored.
- ☐ All trash cans must be emptied and all trash placed in dumpster outside. Replace all trash can liners. The bags are located under the kitchen sink.
- ☐ All trash outside generated by the event, to include all cigarette butts, will be removed and properly disposed of.
- ☐ Any stains or spills on carpet must be reported even if clean-up is done.
- ☐ Check that all water faucets are turned off. Check that all windows and doors are closed and locked.
- ☐ Adjust thermostat to 70 degrees in winter, 76 degrees in summer.
- ☐ Ensure security lights (ceiling lights) at front entrance way are on. All other interior lights must be turned off.

ALL OR PART OF THE SECURITY DEPOSIT MAY BE WITHHELD IF THESE PROCEDURES ARE NOT FOLLOWED.

IN CASE OF AN EMERGENCY

PLEASE CALL FIRSTSERVICE RESIDENTIAL AT (703) 385-1133 ONLY IN THE CASE OF AN EMERGENCY (EXAMPLES OF EMERGENCIES: FRONT DOOR KEY NOT WORKING, FIRE IN BUILDING, BROKEN PIPE, HEAT OR AIR CONDITIONER NOT WORKING, ETC.).

Initials of the Permit Holder_____

CROSSPOINTE COMMUNITY CENTER
CHAPERONE LIST

Number of minors attending party: _____
(Ratio: 1 adult for every ten individuals under the age of 21).

Name: _____
Address: _____
Phone: _____

Name: _____
Address: _____
Phone: _____

Name: _____
Address: _____
Phone: _____

Name: _____
Address: _____
Phone: _____

Name: _____
Address: _____
Phone: _____

I, (we) _____
certify that above chaperones are over 21 years old.

Signature: _____ Date: _____

CROSSPOINTE SWIM & RACQUET, INC.

POLICY RESOLUTION NO. 2017-01

USE OF COMMUNITY FACILITIES

WHEREAS, pursuant to Article IV of the Declaration of Covenants, Conditions and Restrictions ("Declaration") for Crosspointe Swim & Racquet, Inc. ("Corporation"), the Corporation is responsible for the management and control of the community's Common Area, including the facilities, furnishings and property located on it, and each member's use of the Common Area is subject to the Corporation's rules and regulations;

WHEREAS, Article III, Section 3(b) of the Declaration and Article VIII, Section 1 of the Corporation's Bylaws provides that the affairs of the Corporation shall be managed by the Board of Trustees (hereinafter Board); and

WHEREAS, the Board deems it necessary and desirable to consolidate and re-state certain rules and regulations governing the use of the community's Common Area facilities (collectively, "Community Facilities);

NOW, THEREFORE, IT IS HEREBY RESOLVED THAT the Board adopts the following rules and regulations pertaining to the use of the Community Facilities:

I. **General.** In general, the Community Facilities are for the exclusive use of the Corporation and its members and residents, and their guests and invitees, subject to the general rules and regulations of the Corporation (*e.g.*, use of the tennis courts would also be subject to the published/posted tennis court rules).

II. **Non-Commercial Use.** The Community Facilities are not to be used for commercial/profit making purposes, sales promotions, political fundraising, or events that require participants to pay a fee to participate, and no admission fees (or any type of arrangement that might be construed as the equivalent of admission fees) shall be collected for use of the Community Facilities, except as follows:

A. The Board and authorized Corporation committees, if any, have the discretion, on a case-by-case basis, to organize or authorize Corporation-sponsored classes, activities or events that will require that a participant in the activity pay a fee either to the Corporation (*e.g.*, to cover the cost of hiring an instructor) or directly to the instructor or presenter.

III. **Scheduling Priority.**

A. Corporation Functions. First priority for use of the Community Facilities will be given to the Corporation's Board, committees and management staff to carry out official Corporation business or functions, including, *e.g.*, meetings of the Corporation or of the Corporation's Board or committees, and then to other Corporation-sanctioned or sponsored events or activities. Otherwise, scheduling of the Community Facilities for approved events/activities shall be on first-come first-served basis, and all scheduling must be arranged and coordinated through the Corporation's on-site management staff.

B. Member/Resident Functions. At times that do not conflict or interfere with Corporation meetings or sponsored activities or functions as referenced in Section A, above, certain Community Facilities, such as the Community Center, pool, tennis courts, Oak Chase parking lot and Oak Chase Playfield may be rented or reserved for limited time periods for private use by any Corporation member (the "Applicant") for the use of that member (or that member's tenant) and his or her guests, so long as the reserving member is in good standing and so long as that member (or the member's tenant, if applicable) is in attendance during the reserved time for the use of that Community Facility. For purposes of this Resolution, the term "good standing" is defined as the member being current with respect to assessments owed to the Corporation and having no outstanding violation of the Corporation's rules and regulations.

C. Security Deposit. A security deposit will be required for the rental or reservation of any Community Facility for private use by a Corporation member. The security deposit may be subject to surrender to the Corporation, in whole or in part, as a result of the Applicant's failure to comply with any of the General Conditions on Use described in Section IV below, or with any Facility unique rules or procedures.

For more information on renting or reserving the Community Center and/or pool, please refer to the published "Crosspointe Community Center & Pool Facilities Rental Rules & General Information" and "Community Center and Pool Rental Permit" form (available on the Corporation's website).

IV. **General Conditions On Use**

A. Events Intended for Children/Youth. Any event or activity that is intended primarily of persons under 21 years of age shall be attended/chaperoned by a minimum of one adult over 21 years of age for every ten individuals under the age of 21, with at least one such adult chaperone being the Applicant or the Applicant's adult tenant, if applicable. *Absolutely no alcohol is permitted at such events.*

B. No Alterations. Under no circumstances shall the Applicant make (or allow to be made) any structural, electrical, aesthetic or other alteration to the Community Facilities, except by written permission from the Board.

C. Post-Event Clean Up. The Applicant is responsible for returning all Corporation property (*e.g.* chairs, tables and equipment) to its proper storage following the Applicant's reserved use, and under no circumstances shall property belonging to the Corporation be removed from the Community Facilities. The Applicant is responsible for removing all refuse and attendees' personal property from the Community Facilities immediately following the reserved use.

D. Compliance with Applicable Rules and Laws. The Applicant is responsible for making sure that all applicable Corporation rules and regulations, as well as all applicable federal, state and local laws and ordinances, are adhered to by attendees during the Applicant's reserved use of the Community Facilities, including, for example, abiding by county laws pertaining to noise disturbances.

E. Inspection for Compliance. The Corporation, through a designated representative, may inspect or monitor compliance with the Corporation's rules and regulations during the event or function, with or without advance notice.

F. Alcohol. There shall be absolutely no sale of alcoholic beverages. The provision or consumption of alcoholic beverages in or on the Community Facilities requires the applicable license to be obtained from the Virginia Department of Alcoholic Beverage Control.

G. Additional Application/Agreement. The applicant may be required to enter into a written agreement provided by the Corporation's onsite management staff containing additional terms and conditions governing use of the community's facilities.

V. **Liability**

A. The Corporation and its directors, officers, employees and agents assume no responsibility for the personal property of anyone using the Community Facilities.

B. By renting or reserving a Community Facility (or portion thereof), the Applicant is agreeing to indemnify the Corporation and its directors, officers, employees and agents and save them harmless from and against any and all liability, damages, expense, cause of action, suits, claims and/or injuries that may arise from or related to the Applicant's rental, reservation or use of the Community Facilities or that is caused by any act or omission of the Applicant or his/her agents, employees, guests, invitees or contractors.

This Resolution, as amended, is effective June 14, 2017. The Board directs this Resolution, as amended, shall be reasonably published or distributed to the Corporation's members.