

## RENTAL LICENSE AGREEMENT

### TOWNES OF MOOREFIELD COMMUNITY ASSOCIATION COMMUNITY BUILDING

#### HOA POINT OF CONTACT:

Community Manager, Larry Gilbert [lgilbert@sequoiamgmt.com](mailto:lgilbert@sequoiamgmt.com) or  
Community Assistant, Vanessa Lopez [ylopez@sequoiamgmt.com](mailto:ylopez@sequoiamgmt.com)  
Ph: 703-803-9641 / Fax: 703-968-0936

This agreement authorizes the temporary license/rental of the Townes of Moorefield Community Association's (TOMCA) Community Building, located at 815 Tapawingo Road, Vienna, VA, to any person who is a homeowner or renter within the development under the following conditions:

1. The unit owner must be current in the payment of all assessments (regular quarterly dues, late fees or special assessments).
2. The Community Building may not be used for private events where fees are collected for admission, or for events where food and beverages are provided on a fee basis. The Community Building may not be used for any events that are open to the general public.
3. Smoking and/or vaping is not permitted in the Community Building or surrounding Common Area.
4. The unit owner assumes responsibility for any damages that may occur to the building or common area surrounding the building during the period of the rental. **Note: if decorations are going to be used, they may not be affixed with pushpins, masking tape or scotch tape. Only non-damaging 3M Command Strips® may be used. Removal of Command Strips® must be in accordance with instructions and result in no damage to paint or drywall.**
5. The unit owner may rent on behalf of their tenant as long as the unit owner knowingly assumes responsibility for any damages that may occur as a result of such rental. In that case, the tenant may rent the Community Building if the unit owner agrees, in writing, to be responsible for any damages that may occur to the building or the grounds as a result of such rental. That unit owner, however, will be absolved from any other responsibilities, including costs, which may result from such rental and will be the sole responsibility of said renter.
6. The person acknowledges that the rental of the Community Building is limited to the hosting of scheduled events only and as such may not be utilized for overnight lodging. The person also acknowledges that so doing would violate the terms of this agreement and result in the forfeit of the renter's security deposit.
7. **The person acknowledges that the rental of the Community Building does not include the use of the pool facilities.** If the person wishes to use the pool, they must coordinate and pay for lifeguard staffing in advance in order to ensure proper coverage. This will be done directly with the pool management vendor. Please allow at least two weeks to ensure they are able to obtain the proper staffing. No alcohol is permitted at the pool.
8. The person agrees to adhere to the attached guidelines, which are a part of this agreement, in regards to their responsibilities as a part of the rental. (This is especially important in regards to the turning off of all Air Conditioning and Heating Combination Units as stated in the attached guidelines.)
9. In addition to the stated guidelines, the person agrees to comply with all statutes, ordinances, and requirements of all municipal, state and federal authorities including the County of Fairfax and the City of Vienna in addition to any provisions within TOMCA's Declaration of Covenants and Bylaws which may be applicable.

10. TOMCA Board members, their designated point of contact for building rentals, and/or the Community Manager reserves the right to enter and inspect the premises at any time during the period of the rental.
11. TOMCA will not be held liable for any damage or injury to any person, or to any property, occurring on the premises, or in the common areas.
12. TOMCA will not be responsible for reimbursing a renter for any expenditures that he or she may make during the course of a rental (such as additional cleaning, added kitchen supplies, etc.) without prior written authorization from either the TOMCA Board of Directors, their designated point of contact for building rentals, and/or the Community Manager.
13. Upon notification, the period of rental may be changed with the approval of TOMCA's designated point of contact and/or the Community Manager at which time the rental agreement will be modified to reflect such change.
14. Upon notification of cancellation, the renter will be refunded the full amount of any payment previously made within two (2) weeks.
15. Fee: The charge for the rental of the Community Building is seventy five (\$75) dollars for any one rental period which is not to exceed twenty-four (24) hours.
16. Deposit: A refundable security deposit of one hundred (\$100) dollars is required. If, after inspecting the Community Building, it is determined that the building is in "like" condition as it was previous to the rental and that the renter has complied with the terms of the agreement, including the attached guidelines, the renter will be refunded the full deposit of one hundred (\$100) dollars within two (2) weeks of the time of the rental.

Renter has read and agrees to the above terms and conditions, and acknowledges receipt of a copy of this agreement with the attached guidelines.

Renter is requesting Community Building on the following date: \_\_\_\_\_ for the following purpose \_\_\_\_\_. Any purpose that conflicts with any of the above-referenced rules will not be approved.

Event will take place between the following hours: \_\_\_\_\_ a.m./p.m. to \_\_\_\_\_ a.m./p.m.

Expected number of attendees: \_\_\_\_\_

\*\*\*\* A copy of the attendance list must be provided to the Association **48 hours before the event**. Failure to provide a copy of the attendance list may result in the cancellation of the Rental License Agreement.

**Renter acknowledges that alcohol is not permitted in the Community Building, parking lots, or areas adjacent to the Community Building.**

**Renter expressly acknowledges that during the event, he or she is solely responsible for the actions of any guests or attendees and that the renter will indemnify and defend the Association against any liability associated with the event and the usage of the Community Building.**

Printed name of person making request: \_\_\_\_\_

Address of person making request (must be a TOMCA resident) \_\_\_\_\_

Contact phone numbers of person making request: \_\_\_\_\_

Email address of person making request: \_\_\_\_\_

Are you a unit owner in the Townes of Moorefield? Yes or No

If no, name of unit owner: \_\_\_\_\_

Mailing address of unit owner: \_\_\_\_\_

Contact phone numbers of unit owner: \_\_\_\_\_

Email address of unit owner: \_\_\_\_\_

Signature of person making request: \_\_\_\_\_

Signature of unit owner: \_\_\_\_\_

**Mail two checks as noted in items 13 and 14 above to:**

**Townes of Moorefield Community Association  
Attention: Community Building Rental  
c/o Sequoia Management Co.  
13998 Parkeast Cir. Chantilly, VA 20151**