WHEREAS, the Board of Directors for the Reston Association (the “Board of Directors”) is responsible for the administration and operation of the Reston Association (the “Association”) consistent with the amended provisions of the Reston Documents; and

WHEREAS, Section III.2(d) of the First Amendment to the Deed of Amendment to the Deeds of Dedication of Reston (the “Amended Reston Deed”) delineates that it is a purpose of the Association to promote the peace, health, comfort, safety, and general welfare of the Members; and

WHEREAS, Section III.2(e) of the Amended Reston Deed delineates that it is a purpose of the Association to do any and all lawful things and acts that it, in its discretion, may deem to be for the benefit of the Property and the Owners and inhabitants thereof; and

WHEREAS, Section I.1(n) of the Amended Reston Deed defines “Common Area” as all real property and improvements thereon owned or leased by the Association for the common use and enjoyment of the Members (the “Common Area”); and

WHEREAS, Section IV.2(a) of the Amended Reston Deed gives the Board of Directors the right to establish, adopt, enforce, and repeal Rules and Regulations for the use of the Common Area and participation in Association programs; and

WHEREAS, Section IV.2(b) of the Amended Reston Deed gives the Board of Directors the right to suspend a Member’s right to use the Common Area, recreational facilities, or participate in programs offered by the Association for any violation of the Deed, the Bylaws, or Rules and Regulations; and

WHEREAS, Section IV.2(b) of the Amended Reston Deed gives the Board of Directors the right to assess charges against a Member for any violation of the Amended Reston Deed, the Bylaws, or Rules and Regulations for which the Member or his family members, tenants, guests, or other invitees are responsible; and

WHEREAS, Section VI.2(b)(8) of the Amended Reston Deed prohibits the storage or disposal of refuse or debris on the Common Area or in the lakes; and

WHEREAS, when applicable, the Board of Directors wishes to establish rules for the use of the Common Area that are consistent with Virginia State and County Codes; and
WHEREAS, Section VI.1(c)(5) of the Amended Reston Deed recognizes natural vegetation areas as described on DRB or Fairfax County approved plans, and further that the natural conditions of these areas should be preserved and may not be altered without the prior approval of the DRB; and

WHEREAS, certain portions of the Common Area have been designated by the Association as natural areas in order maintain the natural beauty of the community, to create natural buffers between residential and commercial areas and to provide a form of recreation and education for those interested in the plants and wildlife inhabiting these areas; and

WHEREAS, the preservation and proper use of the natural areas depends primarily on the cooperation of each Member; and

WHEREAS, the Board of Directors wishes to establish rules for use of the Common Area, which will ensure the safety and enjoyment of those using the Common Area.

NOW, THEREFORE, BE IT RESOLVED, that the following list of rules shall govern the use of the Association’s Common Area.

RULES FOR THE USE OF RESTON ASSOCIATION COMMON AREA

1. Members, including owners of property adjacent to the Common Area, shall not attempt to nor improve, alter, landscape or mow Common Areas.

2. Members, including owners of property adjacent to the Common Area, shall not encroach onto the Common Areas and shall confine all fencing (including invisible fencing), sheds, or any other development to their own property.

3. Association meadows in the Common Area shall be mowed annually by Association staff only.

4. Smoking is prohibited within all Association Community Buildings and is also prohibited in all Pool facilities; on and within all Tennis Court facilities and Picnic Pavilions; on all Ballfields, Multi-purpose Courts, Garden Plots or Garden Plot Areas; and on or within Tot-Lots or Tot-Lot Areas. This smoking ban is also in effect within a fifty (50) foot wide perimeter around the exterior of any building or the boundary of any facility to the extent that such fifty (50) foot area comprises Common Area. On those Common Areas where smoking is not prohibited by this resolution, the Association strongly discourages smoking and requests that all persons refrain from smoking. For purposes of this rule, “smoking” means: (1) the carrying or holding of any lighted or otherwise activated pipe, cigar, or cigarette of any kind (including an activated electronic cigarette and/or other similar electronic smoking device whether or not used to deliver nicotine or other substances to the person), or any other lighted or activated smoking equipment or device, or the lighting of any such equipment or device; and/or, (2) the burning, inhaling or exhaling of tobacco or
any other substance than can be smoked or inhaled, including the use of electronic cigarettes and other similar electronic smoking devices as referenced above.

5. Horseback riding shall be confined to designated bridle paths.

6. Domesticated animals occupying or utilizing the Common Area must be maintained in accordance with Fairfax County regulations, including, but not limited to, leash laws. Cats, while on Common Area, must also be walked on a leash. Outdoor cat shelters and the feeding of outdoor cats are prohibited on RA property. Except for service animals and assistance animals for persons with disabilities, no animals are permitted on active recreation areas including but not limited to such areas as playgrounds, picnic pavilions, multi-purpose courts, tennis courts, and play fields. Owners must pick up pet waste and deposit it in a trash receptacle.

7. Littering and the dumping of any refuse including, but not limited to, grass clippings, leaves, Christmas trees, appliances, old sofas, crank case oil, etc. is prohibited. No invasive exotic plants or animals (especially invasive plants such as bamboo and English ivy), shall be introduced to the Common Area.

8. Unless specifically authorized by the Association, the use of any motor vehicles or other motorized vehicle, other than governmental police, fire and rescue vehicles, on walkways or other Common Area is prohibited.

9. Loitering, as defined by Fairfax County Code Article 1 Section 5-1-2, is prohibited on Common Areas. Specifically, it shall be unacceptable for any person to loiter at, on or in Common Area in the following manner:

a. To interfere, impede or hinder the free passage of pedestrian or authorized vehicular traffic;
b. To threaten or do physical harm to another member or members of the public;
c. To threaten or do physical damage to the Common Area; or
d. To breach the peace or engage in disorderly conduct using words, or acts or other conduct that clearly threaten, intimidate or present a danger to others.

Except where 6a - d apply, before contacting local law enforcement, Reston Association, in its sole discretion, may contact an appropriate organization(s) to assist in the intervention with or removal of individuals from the Common Area.

10. Unless specifically authorized by the Association Board of Directors, the following actions are prohibited in the Common Area:

a. Carrying or discharging of firearms, air guns, archery equipment, including but not limited to bow and arrow, and B-B guns;
b. Hunting, trapping, harvesting or collecting of any wildlife, including but not limited to mammals, birds, reptiles, and amphibians;
c. Feeding of non-domesticated wild animals (except songbirds), including ducks and geese;
d. Practices that attract non-domesticated wild animals or those that may be vectors for infectious diseases, including, but not limited to, leaving pet food out of doors overnight in a location accessible to non-domesticated wild animals;
e. Fires, burning or the release of a sky lantern;
f. Overnight camping; and

g. Harvesting or collecting plant life, except as authorized by the Association.
h. Intentional release of helium balloons.

11. Fishing in the Association’s Lakes and Ponds is permitted as per Section 8(i) of Common Area Rules & Regulations Resolution 2 on Lake Use & Access.

12. Geocaching (use of Geographic Positioning Systems (“GPS”) to locate a cache of materials) is permitted only by Members under the following rules:

a. Members interested in placing a geocache on Association property must obtain written permission, from the Association.
b. Cache sites located on the Common Area must be completely hidden from view.
c. Cache sites are not permitted in ecologically sensitive areas, near wildflowers, a wildlife nest or den.
d. Cache sites located in the Association’s Common Area known as the Walker Nature Center, must be no more than 10 feet from a pathway or trail edge.
e. The Association shall not be held liable for any injuries or personal property damage incurred by those participating in geocaching on the Common Area.

13. The Board of Directors may, for specific management purposes on certain properties, amend these rules or implement additional rules to meet land and resource management objectives.

BE IT FURTHER RESOLVED, that Association staff may refer cases to the Covenants Committee and/or Legal Committee (whichever is appropriate) for enforcement action, pursuant to any rules and regulations adopted by the Board of Directors.

ATTEST: Resolution was adopted at a Regular Meeting of the Reston Association’s Board of Directors held on September 28, 2006; May 24, 2007; October 25, 2007; and amended on May 22, 2008; and amended on February 28, 2013; and amended on June 27, 2013; and amended on March 21, 2019.

[Signature]
Assistant Secretary
WHEREAS, the Board of Directors is responsible for the administration and operation of the Association consistent with the amended provisions of the Reston Documents; and

WHEREAS, Section III.2(d) of the First Amendment to the Deed of Amendment to the Deeds of Dedication of Reston ("Amended Reston Deed") delineates that it is a purpose of the Association to promote the peace, health, comfort, safety, and general welfare of the Members; and

WHEREAS, Section III.2(e) of the Amended Reston Deed delineates that it is a purpose of the Association to do any and all lawful things and acts that it, in its discretion, may deem to be for the benefit of the Property and the Owners and inhabitants thereof; and

WHEREAS, Section I.1(n) of the Amended Reston Deed defines "Common Area" as all real property and improvements thereon owned or leased by the Association for the common use and enjoyment of the Members; and

WHEREAS, Section IV.2(a) of the Amended Reston Deed gives the Board of Directors the right to establish, adopt, enforce, and repeal Rules and Regulations for the use of the Common Area and participation in Association programs; and

WHEREAS, Section IV.2(b) of the Amended Reston Deed gives the Board of Directors, the Covenants Committee, and the Legal Committee, as appropriate, the right to suspend a Member’s right to use the Common Area, recreational facilities, or participate in programs offered by the Association for any violation of the Deed, the Bylaws, or Rules and Regulations; and

WHEREAS, Section IV.2(b) of the Amended Reston Deed gives the Board of Directors the right to assess charges against a Member for any violation of the Deed, the Bylaws, or Rules and Regulations for which the Member or his family members, tenants, guests, or other invitees are responsible; and

WHEREAS, the Association maintains Lakes that are part of the Common Area of Reston for the use and benefit of the Members.

NOW, THEREFORE, BE IT RESOLVED, that the following rules shall govern the use of and access to the Association’s Lakes:

1. Definitions

   a. Lake shall mean and refer to a Common Area parcel that has been designated as such on recorded plat maps. Such parcel may not entirely be underwater. Those areas that are not submerged shall be considered “Dry Lakebed” (defined below).

      The following are the individual Lake parcels owned and managed by the Association:
1. Lake Anne: Reston Section 1, Block 10; Tax #: 17-2-((1))-9
2. Lake Thoreau: Reston Section 80, Block 9; Tax #: 27-1-((9))-9
3. Lake Audubon: Reston Section 84, Block 5; Tax #: 27-1-((10))-9
4. Lake Newport: Reston Section 33, Block 9; Tax #:11-4-((4))-9

b. **Dry Lakebed** shall mean and refer to any portion of a Lake that is not under water.

c. **Pond** shall mean and refer to a Common Area parcel that has been so designated on recorded plat maps. The following are the individual Pond parcels owned and managed by the Association:

   i. Butler Pond: Reston Section 75, Block 1B, Parcel 33C; Tax #:11-2-((1))-33C
   ii. Bright Pond: Reston Section 73, Block 1, Parcel 33A; Tax#: 11-2-((1))-33A

d. **Lakefront Property** shall mean and refer to Property owned by an individual, Cluster Association or Condominium, the Association, or other entity that shares a common property line with a Common Area parcel designated as a Lake.

e. **Direct Access** shall mean and refer to access granted to Owners of Lakefront Property to enter the Lake from their individually owned Property.

f. **General Access** shall mean and refer to access granted to all Reston Association (RA) Members to enter the Lake(s) from specifically designated locations.

g. **Benefited Off-Lake Property Owner (BOLPO)** shall mean and refer to any off-Lake Owner of single family detached property whose deed or other recorded document: i) provides ingress and egress to a Lake through a specific Common Area parcel; and ii) obligates the Owner, along with such other similarly situated BOLPOs, to be a member of a “Dock association” for such Common Area parcel.

h. **Dock** shall mean any permanent or semi-permanent structure, whether floating or supported by pilings, that is designed to be permanently attached to the shoreline, moving only for shoreline maintenance projects or in response to environmental conditions and never under its own power. All Docks must be approved and maintained according to DRB guidelines.

i. **Boat** Unless otherwise defined below, Boat shall mean any vessel, watercraft, or other floating structure, that is designed to convey people on the surface of the lakes.

j. **Hand Carried Boats** are those boats, watercraft, or vessels small enough to remove by hand or trailer, intended for daily use (which include but are not limited to kayaks, canoes, stand up paddleboards, johnboats, wind surfing boards, and paddleboats.) Hand Carried Boats must be removed from the Lake when not in use and from October 31 to April 1. Hand Carried Boats must have General Access Permit affixed to the boat.

k. **Owner** shall mean the fee simple owner of a lot in the Association.

2. **General Lake Access**

   a. The Association shall provide and maintain facilities for General Access over RA Property to all Lakes at the following designated areas:
1. Lake Anne: Inlet Court pathway at north end of dam.

ii. Lake Thoreau: Pathway at intersection of South Lakes Drive and Ridge Heights Road at south end of dam by underpasses.

iii. Lake Audubon: Lake Audubon Boat ramp off Twin Branches Road.

iv. Lake Newport: Point off pathway at northeast end of dam.

b. General Access is for the daily use during prescribed hours (one-half hour before sunrise to one-half hour after sunset) of Watercrafts (as defined in Association’s Use & Maintenance Standards Resolution 11) by permit holders and their guests only.

c. Lake access points may be closed at any time at the discretion of RA.

d. There is no boating at Butler Pond or Bright Pond.

3. Property Specific Lake Access

a. Owners of Lakefront Property and property which has a legally granted and recorded right of Direct Access to the Lake from such property shall have the right of Direct Access to the Lake immediately behind their property.

b. Owners of Lakefront Property where Dry Lakebed is situated between their property and the Lake shall have the right of Direct Access to the Lake immediately behind their property.

4. Management and Upkeep of BOLPO Common Area Parcels

a. The Association shall manage and upkeep those areas which are designated as BOLPO Common Area parcels as Natural Vegetation Area(s) in accordance with Section VI.1(c)(5) of the Amended Reston Deed and the Design Guidelines.

b. Walkways within such BOLPO Common Area parcels shall be maintained by the Association only if such walkway is a part of the Association’s established, primary Common Area pathway and trails system; otherwise, such walkways shall be maintained by the BOLPOs.

c. The Association shall not maintain any portion of any Dock(s) adjacent to such parcels; except such Dock(s) by which all RA Members would have General Access to the Lake.

d. The Association shall not maintain any other improvements within such Common Area parcels, including but not limited to launching ramps or watercraft storage areas. Such improvements shall be maintained by the BOLPOs. This provision shall not apply to Lake Anne Parcel D-1 and existing Dock, for which no BOLPO exists, and which the Association was granted the responsibility to manage and Upkeep on December 8, 1983.

e. The Association shall not be responsible for the enforcement of any restrictions which deny or limit entry to a Lake by way of a Dock. Such restrictions, being for the benefit of a limited number of Owners, must be enforced by the BOLPOs.

f. BOLPO Associations shall be responsible for promulgating rules related to storage and permanent mooring of Boats at BOLPO Common Area parcels.
g. The Association shall have the right to remove any Dock, Boat, vessel or other improvement located within a BOLPO Common Area parcel or Lake, if in the opinion of the Covenants Committee, such structure is unsafe or inadequately maintained and the BOLPOs thereof have failed to correct the conditions within thirty (30) days, after written notice by the Association to do so.

5. Docks

a. All Docks must be approved and maintained according to DRB guidelines and require a license agreement. Refer to DRB Guidelines for Docks.

6. General Lake & Pond Use Rules

a. Use of Reston Association Lakes for Commercial purposes is prohibited unless Reston Association Board of Directors written approval has been obtained.
   i. An executed agreement between RA and the entity wanting Use of Reston Association Lakes for Commercial purposes is required before any activity can be performed on the lake.
   ii. The RA Board of Directors will only consider applications from Reston-based organizations.

b. Use of Watercrafts are for the registered owner, his/her household members, tenants and/or guests.

c. Except for Lake Based Events (Section 9 below) approved by the RA Board of Directors, swimming in all of the Lakes and Ponds is prohibited and not permitted at any time.

d. Ice skating is prohibited on all of the Lakes and Ponds.

e. The concrete spillway structures in the Lakes and Ponds are not to be trespassed upon.

f. Life rings and life ring posts on RA property are for emergency use only.

g. No person using the Lakes, Ponds or adjacent Common Area or other parcels owned by the Association shall use sound producing devices including amplifiers, speakers, radios, portable stereos, and the like or otherwise disturb the peace with excessive noise. The Board of Directors may approve requests to use amplified music on the Lake(s) subject to restrictions applied at the time of approval.

h. As per Section VI.2(b)(8) of the Amended Reston Deed, the storage or disposal of refuse or debris on the Common Area or in the Lakes is prohibited.

i. Storm drains, ditches and gutters which flow through the drainage systems into the Lakes, Ponds, and streams shall be kept free of debris including, but not limited to such as leaves and grass clippings and chemicals (such as antifreeze, oil and detergent).

j. No fish or other wildlife, or plant species may be introduced into the Lakes, Ponds, or streams without RA approval.
k. Fishing is permitted in Lakes or Ponds from the Association Docks, bridges, and dams as appropriate, and where safe. In accordance with following directives:

i. All persons 16 years and older must possess a valid VA fishing license to fish in Reston’s Lakes, Ponds, or streams;

ii. No person may have in their possession, or remove more than 5 fish per day, regardless of species.

iii. Return to the Lakes and Ponds all Triploid Grass Carp.

iv. Current fishing guidelines and recommendations are available on the Reston Association website.

v. Refrain from eating fish caught in the Lake(s). Eating fish from the Lake(s) is done at the consumers own risk.

l. Feeding of any waterfowl or wildlife in, on or near the Lakes, Ponds or Shorelines is prohibited.

m. No watercraft are permitted in the Ponds.

7. Lake Based Events

a. Applications for the use of the Lake(s) for a swimming event shall be considered by the RA Board of Directors on a case-by-case basis.

b. The RA Board of Directors will only consider applications from Reston-based organizations.

c. Swimming activities should be an integral part of the program of any organization which is applying for use of the Lake(s).

d. Use of the Lake(s) for swimming events should preferably occur between May 15 and September 15.

e. Liability waivers (approved and/or supplied by the Association) and other appropriate documentation required by the Board of Directors must be signed by each person participating in the swimming event prior to the event date.

f. A Certificate of Insurance (with minimum limits stipulated by the Association) must be supplied naming the Association an additional insured prior to the event date.

g. Notice shall be provided to swimming event participants by the Association and event sponsor disclosing that the Association does not "maintain" the water quality of the Lake(s) to swimming standards.

h. As determined by the Association, applicants are required to provide supervision for the event, e.g., a specified number of watercraft (with senior lifesaving occupant) based on the length of the course and number of participants.

Common Area Rules & Regulations Resolution 2
Lake Use & Access
September 26, 2019
i. Lifeguards hired or used by the event sponsor must have current certifications, and upon request by the Association, proof of certification will be supplied.

j. Applicants must notify Fairfax County Fire and Rescue of the pending event, no less than ten days prior to the event date.

k. Any incurred costs shall be borne by the sponsoring applicant/organization.

8. Lake Use & Access Rules Enforcement

With the exception of issues pertaining to health and safety in response to which the Association must take immediate action, any documented violations of this Resolution, shall be first reviewed by the Association’s Covenants Committee or Legal Committee, as appropriate. Enforcement Action follows the Covenants Enforcement & Insurance Resolution 2 - Enforcement of Lake Use & Access Rules.

ATTEST: Resolution was adopted at a Regular Meeting of the Reston Association’s Board of Directors held on September 28, 2006; and amended on October 25, 2007; and amended on September 26, 2019.

Assistant Secretary
WHEREAS, the Board of Directors ("Board") is responsible for the administration and operation of the Reston Association ("Association") consistent with the amended provisions of the Reston Governing Documents; and

WHEREAS, Section III.2(d) of the First Amendment to the Deed of Amendment to the Deeds of Dedication of Reston ("Amended Reston Deed") delineates that it is a purpose of the Association to promote the peace, health, comfort, safety, and general welfare of the Members; and

WHEREAS, Section III.2(e) of the Amended Reston Deed delineates that it is a purpose of the Association to do any and all lawful things and acts that it, in its discretion, may deem to be for the benefit of the Property and the Owners and thereof; and

WHEREAS, Section III.2(f) of the Amended Reston Deed delineates that it is a purpose of the Association to exercise the powers now or hereafter conferred by law on Virginia nonstock corporations and the Property Owners Association Act ("POAA"), as may be necessary or desirable to accomplish the purposes set forth above; and

WHEREAS, Section I.1(n) of the Amended Reston Deed defines "Common Area" as all real property and improvements thereon owned or leased by the Association for the common use and enjoyment of the Members; and

WHEREAS, Section IV.2(a) of the Amended Reston Deed gives the Board of Directors the right to establish, adopt, enforce, and repeal Rules and Regulations for the use of the Common Area and participation in Association programs; and

WHEREAS, Section IV.2(b) of the Amended Reston Deed gives the Board of Directors, the Covenants Committee, and the Legal Committee, as appropriate, the right to suspend a Member’s right to use the Common Area, recreational facilities, or participate in programs offered by the Association for any violation of the Deed, the Bylaws, or Rules and Regulations; and

WHEREAS, Section IV.2(b) of the Amended Reston Deed gives the Board of Directors the right to assess charges against a Member for any violation of the Deed, the Bylaws, or Rules and Regulations for which the Member or his family members, tenants, guests, or other invitees are responsible; and

WHEREAS, the Association owns, maintains and operates fifteen (15) pools (hereinafter “Pool” or collectively “Pools”) that are part of the Common Area for the use and benefit of the Members.

NOW, THEREFORE, BE IT RESOLVED, that the following rules shall govern the use of and access to the Association’s Pools:
1. General Pool Access and Admission

   a. Reston Association Recreation Passes, available for both Members and Non-Members, and/or Guest Passes, (hereinafter referred to as “Pass” or collectively “Passes”) are required for the individual use of and entry into the Pool(s) for individuals one (1) year of age and older.

   b. Unless otherwise earlier suspended or revoked, Passes will be either valid for the calendar year in which they are authorized or for the specified number of uses indicated and will otherwise expire upon the use of the Pass for the maximum number of uses of specified for the Pass or on December 15th of each calendar year, whichever occurs earlier. Passes will be reactivated when the following applicable conditions have been met:

      i. Members: Must be in good standing, including but not limited to, full or installment plan payment of the current Association Annual Assessment.

      ii. Non-members: Purchase of a Non-Member Pass Package for the next calendar year.

   c. Members may purchase a pass for themselves and all members of their household. Members must be in good standing and if purchasing for the first time, proof of owning or occupying a Reston residence is required.

   Only Non-Members who are eighteen (18) or older may purchase Non-Member Passes for themselves and additional household members.

   d. All individuals holding a Pass, as described above, (the “Pass Holder”) are encouraged to have a photo on file in the Association’s pass management software to validate identity upon entry into facilities. Persons without a photo on file may be required to present a government issued photo identification evidencing the same name as appears on their pass.

   e. All individuals seeking entry into the Pools must either allow their Pass to be scanned or may provide their name and a photo identification to allow pass status look up.

   f. The Association is not responsible for lost or stolen Passes. Replacement Passes are available for purchase.

   g. All Pass Holders, as well as their guests, agree to obey all instructions from Association staff including, but not limited to, all seasonal aquatics employees, (hereinafter “Pool Staff”).

2. Guest Access/Admission to Pools

   a. The Pass Holder is responsible for their guest(s) and they must accompany their guest(s) at the Pool at all times.

   b. Guests must leave the Pool when the Pass Holder leaves.
c. A Season-Long Guest Pass may be purchased at the Association’s designated sale locations or through the Association’s website.

   i. Such pass shall allow one individual entry, with a Pass Holder from the host household into the Association’s Pools and Tennis facilities at any one time.
   ii. Members shall only be able to purchase one (1) Season-Long Guest Passes per household.
   iii. Non-members shall only be able to purchase one (1) Season-Long Guest Pass per household.

d. Guest Passes may be purchased at the Association’s designated sale locations, on the website, or at the Association’s Pools or from Tennis Court Monitors.

   i. Before entering the pool, each guest must complete the form and sign the liability waiver on the Guest Receipt.
   ii. Guest Passes allow the number of entries indicated on the pass.
   iii. Only individuals 18 or older may purchase Guest Passes.
   iv. Same-day refunds for Guest Passes purchased on site at the swimming pool facilities may be issued, within one hour of purchase in the event that the facility closes due to inclement weather, water contamination, mechanical failure, or at the discretion of the Pool manager on duty.

3. Supervisory Requirements for Pool Access and Use

All Pass Holders and guests must comply with the following supervisory requirements for access to and use of the Pool(s):

<table>
<thead>
<tr>
<th>Person’s Age</th>
<th>Supervision* Required?</th>
<th>Supervisor’s Minimum Age</th>
<th>Exceptions</th>
</tr>
</thead>
<tbody>
<tr>
<td>0–4 years</td>
<td>Yes</td>
<td>18 Years</td>
<td>None</td>
</tr>
<tr>
<td>5–7 years</td>
<td>Yes</td>
<td>15 Years</td>
<td>None</td>
</tr>
<tr>
<td>8–12 years</td>
<td>Yes</td>
<td>15 Years</td>
<td>Parent/Guardian permission and successful completion of water competency test</td>
</tr>
</tbody>
</table>

(*Supervision is defined as continuous accompaniment and care.)

i. Water Competency Test

   a. Individuals between the ages eight (8) through twelve (12) wanting to swim without the need for supervision, are required to pass a water competency test with their parent or guardian present and the parent/guardian must complete a permission form.

      The test components are:
      1. Enter the water over your head.
2. Return to the surface and float or tread water for one minute.
3. Turn around in a full circle and find an exit.
4. Swim 25 yards to the exit.
5. Exit from the water without assistance.

b. Tests are administered daily by Pool Staff and may be conducted during the hourly swimmer break or when possible to do without disrupting other guests.

c. A special punch mark will be put through the pass of children who successfully complete the swim test.

d. Individuals who do not successfully complete the swim test may retake the test anytime, however, until the test is passed, the individual must be supervised as described above.

e. Any person using the Pool may be required by Pool Staff, at their sole discretion, to take and pass a swim test.

4. Caregiver Admission Rules and Program Restrictions

Any individual or organization (including any employee, licensee, agent, or other person acting by or through the organization) providing caregiver services, including, but not limited to, child care (“Caregiver”) is encouraged to contact the Association’s Aquatics Office before using any Pool facility.

a. Caregiver(s) may bring in no more than five (5) children under 8 years old per one (1) adult.

b. Caregiver(s) must provide adequate supervision at all times while at the Pool facility. Any Caregiver(s) who are deemed by Pool Staff to be providing inadequate supervision will be asked to immediately correct the condition, immediately asked to increase the number of supervisors present and/or immediately asked to exit the Pool facility.

5. General Pool Use Rules

a. Persons using any of the Pools do so at their own sole risk, responsibility and expense.

b. Any person using the Pools may be asked to take a swim test.

c. Glass is not permitted inside any Pool facility.

d. Food and drink must remain in designated area(s). The designated areas are provided at the discretion of the Pool manager on duty (the “Pool Manager”) in accordance with applicable guidelines for facility use.
e. Smoking is prohibited in all Pool facilities and up to a fifty (50) foot perimeter around these facilities, to the extent that the fifty (50) feet, or any portion thereof, comprises Common Area, as per Common Area Rules & Regulations Resolution 1.

f. With the exception of private pool rentals, no alcohol is permitted at the Pools. In the case of a private pool rental which intends to supply alcohol, such use shall be subject to all applicable regulations and laws, including, but not limited to, compliance with all Virginia Alcohol and Beverage Commission (ABC) rules and regulations. Under no circumstances is the consumption of alcohol permitted by persons under twenty-one (21) years of age. Pool Staff reserve the right to check, at any time, for proper identification any individual consuming alcohol.

g. Pools may only be used by Association approved Instructors (“RA Instructors”) to conduct lessons/coaching sessions or give instruction with the exception of parents, guardians, or immediate family members providing instruction to those persons residing within the same household.

h. RA Instructors are not permitted to conduct lessons/coaching sessions or provide instruction to those clients/students who are not currently registered for Association offerings and completed all applicable waivers.

i. Service animals are permitted inside Pool facilities.

j. Wheelchairs and strollers are permitted.

k. No bicycles are allowed within the Pool area with the exception of those belonging to the Pool Staff who bike to work. Riding skateboards, scooters, roller shoes, or roller blades is not permitted inside the Pool facility.

l. The Association reserves the right to close the Pool(s) or any section of any Pool for any reason, including but not limited to reasonable considerations related to safety, rentals, operations, staffing, maintenance, programming, or inclement weather. In the event of inclement weather, Pools and the Pool area will remain closed until 30 minutes after the last sound of thunder or sight of lightning.

m. Use of Toys:

   i. Inflatable toys/ rafts are not permitted except during designated events.

   ii. Toys should be flexible or soft e.g., dive rings and Nerf balls.

   iii. Hard items, such as tennis balls are not allowed.

   iv. Basketballs are allowed if the Main Pool has a water hoop and the Pool is not crowded. All toys must be larger than 3” in diameter to avoid damage to the Pool filter systems.

   v. Pool Staff reserves the right to require individuals to remove toys from the Pool during times of high volume, if the toy is deemed unsafe, is being used in an unsafe manner or is being used in violation of this section.
n. In the event of an accident involving human discharge into the Pool, the Association shall follow the Fairfax County Health Code procedures.

o. In accordance with Fairfax County Health Department regulations, the Association shall provide, within the swimming Pool area, a direct dial, hard-wired telephone that is fully operational.
   i. Such telephone is for official pool business and emergencies only.
   ii. If the telephone is out of service and 911 cannot be called, the facility must remain closed until the telephone company has repaired the problem.

p. The emergency exit and gate must be free of all obstructions at all times (this includes deck furniture, patrons, broken equipment, trashcans, etc.)

q. Any persons or groups using the Pools or Pool areas are subject to and must comply with all applicable laws and ordinances, including, but not limited to, the Fairfax County Noise Ordinance.

r. If vandalism occurs, the Pool will remain closed for operation until the facility is deemed safe for use.

s. Lifejackets: this policy shall apply to all pools:
   i. Must be Coast Guard (USCG) approved. Other floatation devices are prohibited with the exception of exercise equipment address in Section 5t of this Resolution.
   ii. Must fit properly and be fully fastened at all times.
   iii. Children 7 years or younger must be within arm’s reach of a supervisor, per Section 3 of this Resolution.
   iv. Children 8 years or older must be under direct supervision, per Section 3 of the Resolution.

t. Exercise and instructional equipment (kickboards, floating barbells, noodles, floatation belts, hand weights, stroke enhancers) is permitted so long as the device is being used for the intended purpose and is not disruptive to other pool users. Pool staffs reserve the right to deny use of any equipment for safety reasons.
   i. Any device which restricts independent motion of limbs is prohibited

u. Appropriate swimwear is required for all Pools.
   i. Appropriate swim attire includes:
      • A bathing suit, swim trunks, or "board shorts".
      • Rash Guards.
• Short or long-sleeved shirts and/or tights and/or shorts made of synthetic material such as "Lycra" or "Spandex"

Swim attire must be clean, must not restrict movement, must not be excessively loose or create a safety hazard.

ii. Swim attire that is not permitted includes but is not limited to:

• Underwear or lingerie.
• Clothing that has been "cut off" including jean shorts.
• Jeans or sweatpants.
• Attire with exposed metal zippers and/or rivets.
• Clothing with offensive language and/or messaging.

iii. Non-toilet trained or incontinent persons are required to wear swim diapers in compliance with county health code.

v. No running, horseplay, profanity, acts of physical violence, unsafe behavior, abusive language/behavior, spouting, or drinking of Pool water is allowed.

w. The Association and Pool Staff shall not be responsible for the loss of or damage to personal belongings. Pool Staff will attempt to retain items left at the facility for one week at which point they may be recycled, donated, or thrown away.

6. Main Pool(s) Rules of Use

a. Diving is not permitted in shallow water (5 feet and under).

b. Every 25m Main Pool shall keep one lap lane open and clear for lap swimmers.

i. Individuals should refrain from interfering with lap swimmers by not cutting, diving, or swimming under the lap lanes.

ii. Lap lane etiquette should be observed at all times: “Side swim” should be used for one or two swimmers, where each person takes one side and stays on their side; and “Circle swim” should be used for three or more swimmers, where the swimmers swim counter clockwise in the lane.

iii. Lap swimmers are to swim continuously and move to another area when finished.

c. Swimming masks should be plastic or made of tempered glass.

d. A swimmer break will be called periodically throughout the day based on a posted schedule.

i. The duration of the break will be for ten (10) minutes

ii. During the swimmer break all patrons who are not engaging in exercise/fitness activities must exit the pool.
iii. Additional facility breaks may be called at any time at the discretion of the Manager on duty. During a facility break all users must vacate the pool.

e. All individuals shall comply with, the following rules regarding the use of any Main Pool with a deep end, water six feet or greater:

i. “L” shaped Pools (Dogwood, Lake Audubon, Lake Thoreau, Ridge Heights, Shadowood) should have no more than eighteen (18) people in the Deep End unless under the supervision of a certified instructor.

ii. “Lap” Pools (Golf Course Island, Glade, Hunters Woods, Newbridge, North Shore, Tall Oaks, Uplands) should have no more than thirty-two (32) people are in the Deep End unless under the supervision of a certified instructor.

iii. Lake Newport Pool should have no more than thirty-five (35) people in the Deep End unless under the supervision of a certified instructor.

7. Diving Board Use Rules. All Pool staff shall administer, and patrons shall comply with, the following rules regarding the use of diving boards at pools:

i. One person on the board at a time.

ii. One bounce.

iii. Persons may not be in the diving well to catch or assist diving board users.

iv. To ensure everyone’s safety, the lifeguards may deny improper dives/jumps at any time and reserve the right to ask patrons to demonstrate their ability to swim the width of the deep end for diving board privileges. Small, plank-style, diving boards have a maximum weight capacity of two hundred fifty pound (250 lbs).

8. Wading Pool Use Rules

a. The Wading Pool is intended for use by persons under the age of six (6). Older children may be asked to leave the wading pool area unless providing supervision to a wading pool user in accordance with Section 4 of this Resolution.

b. Individuals using the Wading Pool must be under appropriate supervision at all times.

c. The Wading Pool is available for use only during open swim, Pool Parties, and for childcare center rentals.

d. The Wading Pool shall be closed during swim lessons, swim team practices, or swim meets.

e. The Association is not obligated to post a Lifeguard at the Wading Pool.

9. Waterslide Use Rules

a. The following rules will govern the use of the Waterslide at Glade Pool:
i. Individuals must be at least forty-two (42) inches or three and a half (3.5) feet tall to use the Waterslide.
ii. Only one (1) person may use the Waterslide at a time.
iii. Waterslide users must wait to be directed by Pool Staff prior to using waterslide.
iv. Individuals must slide feet first, sitting or lying on back.
v. No twisting, rolling, standing, kneeling, horseplay, or acrobatics is permitted.
vi. All body parts must remain in the Waterslide flume at all times.
vii. Pregnant women, persons with heart conditions, or limited swimming ability are advised to not use the Waterslide.
viii. Individuals are prohibited from slowing their progression down the Waterslide.
ix. Individuals must exit the slide catch area immediately after using the Waterslide.
x. Persons may not be in the pool to catch or assist slide users with the exception of Pool Staff conducting programs/lessons.

b. The following rules will govern the use of the deep-end Waterslides at Shadowood and Lake Audubon Pools:

i. Only one (1) person may use the Waterslide at a time.
ii. Individuals must be able to swim the width of the diving well prior to using the slide.
iii. Individuals must slide feet first, sitting or lying on back.
iv. No twisting, rolling, standing, kneeling, horseplay, or acrobatics is permitted.
v. All body parts must remain in the Waterslide flume at all times.
vi. Pregnant women, persons with heart conditions, or limited swimming ability are advised to not use the Waterslide.
vii. Individuals are prohibited from slowing their progression down the Waterslide,
ix. Individuals must exit the deep end of the Pool immediately after using the Waterslide.

b. The following rules will govern the use of the shallow-end Waterslide at Shadowood Pool

i. Individuals must be under forty-eight (48) inches or four (4) feet tall to use this slide.
ii. Only one (1) person may use the Waterslide at a time.
iii. Individuals must slide feet first, sitting, or lying on back.
iv. No twisting, rolling, standing, kneeling, horseplay, or acrobatics is permitted.
v. All body parts must remain in the Waterslide flume at all times.
vi. Individuals may be caught or assisted by another user in the pool.

10. Pool Spa Use Rules

In accordance with Fairfax County Health Department regulations the following rules will govern the use of Association’s hot water Spas:

a. Only individuals fifteen (15) years or older may enter Spa area.
b. Individuals may only use the Spa for fifteen (15) minutes at a time.
c. Individuals must wait a minimum of fifteen (15) minutes before re-entering the Spa as extended exposure may result in nausea, dizziness, dehydration, fainting, or death.
d. Diving into the Spa is prohibited.
e. Individuals are to enter and exit the Spa slowly.
f. The Association shall close the Spa if water temperature exceeds 104 degrees Fahrenheit.
g. Individuals are discouraged from using the Spa alone, or while under the influence of alcohol, tranquilizers, or any other drug that may cause drowsiness, alter blood pressure, or other bodily risk.
h. Individuals must shower before entering Spa as the use of oils, lotions, tanning solutions, or bath salts is prohibited in the Spa.
i. Individuals who are pregnant, elderly, have heart disease, diabetes, abnormal blood pressure, or otherwise are considered to be at-risk should consult a physician before using the Spa.

11. Pools with Disability Access Features

Reston Association Pools and Pool areas are not Public Accommodations and are therefore, not subject to the Americans with Disabilities Act. However, select Pools have accessible features which can be found in Association publications.

Discrimination & Protection of Privacy

The Association explicitly prohibits discrimination, does not condone discrimination, and does not discriminate against individuals based on race, color, religion, citizenship, age, family status, sex, pregnancy, national origin or ancestry, disability, gender identity, gender expression, marital or veteran status, or status in any group protected by federal, state or local laws.

12. Rules Enforcement and Suspension of Privileges

a. Pool Staff are responsible for enforcing the Pool Use and Access rules and policies outlined in this Resolution with respect to any individual or group violating such rules and policies.

b. All individuals in or using the Pool(s) or Pool areas must comply with and abide by the rules and policies set forth in this Resolution and directions given by Pool Staff.

Pool Staff have the authority to temporarily deny anyone including individuals, groups, organizations, entities, and/or renters the temporary use of the Pool(s), or any Association Common Area, for any reason including but not limited to violation of any of the rules or policies set forth in this resolution. Additionally, Pool Staff may refer matters to the Association’s Legal Committee for further action.

13. Pool Rentals and Reservations
Subject to and contingent upon full execution of a mutually acceptable license agreement, private rentals may be obtained on a case-by-case basis. All rental contracts shall include a provision indemnifying the Association, insurance coverage requirements, rental deposit requirements, a payment schedule, and an insurance liability waiver which must be signed by all individuals prior to entering the Pool.

14. Pool Damages

a. Use of a Pool undergoing maintenance, or which is closed for any other reason is prohibited.

b. Anyone who damages a Pool, or the fixtures therein, shall be liable and responsible for all damage including the costs of repair caused by or related to their actions or activities.

ATTEST: Resolution was adopted at a Regular Meeting of the Reston Association’s Board of Directors held on September 28, 2006; amended on July 24, 2008; amended on December 18, 2008; amended on March 22, 2012; and Amended on March 24, 2016; and amended on March 23, 2017; and amended on March 19, 2020.

Assistant Secretary
WHEREAS, the Board of Directors is responsible for the administration and operation of the Association consistent with the amended provisions of the Reston Documents; and

WHEREAS, Section III.2(d) of the First Amendment to the Deed of Amendment to the Deeds of Dedication of Reston (“Amended Reston Deed”) delineates that it is a purpose of the Association to promote the peace, health, comfort, safety, and general welfare of the Members; and

WHEREAS, Section III.2(e) of the Amended Reston Deed delineates that it is a purpose of the Association to do any and all lawful things and acts that it, in its discretion, may deem to be for the benefit of the Property and the Owners and inhabitants thereof; and

WHEREAS, Section I.1(n) of the Amended Reston Deed defines “Common Area” as all real property and improvements thereon owned or leased by the Association for the common use and enjoyment of the Members; and

WHEREAS, Section IV.2(a) of the Amended Reston Deed gives the Board of Directors the right to establish, adopt, enforce, and repeal Rules and Regulations and set reasonable admission and other fees for the use of the Common Area and participation in Association programs; and

WHEREAS, Section IV.2(b) of the Amended Reston Deed gives the Board of Directors the right to assess charges against a Member for any violation of the Deed, the Bylaws, or Rules and Regulations for which the Member or his family members, tenants, guests, or other invitees are responsible; and

WHEREAS, the Association maintains Tennis and Pickleball Courts that are part of the Common Area of Reston for the use and benefit of the Members; and

NOW, THEREFORE, BE IT RESOLVED, that the following rules shall govern the use of and access to the Association’s Tennis and Pickleball Courts, hereinafter (“Courts”):

1. General Court Access
   a. Reston Association Member Pool & Tennis Passes, Non-Member Pool & Tennis, and/or Guest Passes (hereinafter collectively referred to as “Pass” or “Passes”) are required for the individual use of and entry into the tennis courts for individuals 1 year of age and older. Pickleball Passes are valid for entry on designated tennis courts for Pickleball play. Unless otherwise earlier suspended or revoked, Passes will be either valid for the calendar year in which they are authorized or for the specified number of uses indicated and will otherwise expire upon the use of the Pass for the maximum number of uses specified for the Pass or on December 15 of each calendar year, whichever occurs earlier. Passes will be reactivated when the following applicable conditions have been met:
i. RA Members: Full or installment plan payment of the current RA Annual Assessment is made by March 1 of the next calendar year;
ii. Non-members: Purchase of a non-member pass package for the next calendar year.

b. Members may purchase a pass for themselves. In addition, the Member may also purchase for one adult household member and immediate family members under the age of 18. Two additional passes may be purchased for family members 18-22 years of age in person or online with prior approval from Member Services. Members must be in good standing and if purchasing for the first time, proof of owning or occupying a Reston residence is required.

Only Non-Members who are 18 or older may purchase Non-Member Passes for themselves and immediate family members under the age of 18, if approved by the Association.

c. All Pass purchasers are required to have a photo on file in the Association’s pass management software to validate identity upon entry into facilities. Persons without a photo on file may be required to present a current state or other government issued photo identification and/or other appropriate documentation as determined by the Association evidencing a correlation between the physical address of the person and the corresponding address of their matching Pass.

d. Internet receipts for Passes purchased on-line shall not be accepted for entry into the Court(s).

e. Pass holders are required to show valid pass at the request of Court Monitor or Association staff.

2. Guest Court Access

a. Pass holders are responsible for their guest(s) and they must accompany their guest(s) at the Association’s Courts at all times.

b. Guests must leave the Court when the Member leaves.

c. A Season-Long Guest Pass may be purchased at the Association’s designated pass sale locations or through the Association’s website.

i. Such pass shall allow one individual entry, with a Pass holding patron from the host household into the Association’s Pools and Tennis facilities at any one time.

ii. Pass Holders shall only be able to purchase one Season-Long Guest Pass per household.

d. Guest Passes may be purchased at the Association’s designated pass sale locations, on the website or from Court Monitors.

i. Guest Passes allow the number of entries indicated on the pass.

ii. Only individuals 13 or older may purchase Guest Passes.

e. All participants in RA sponsored Tennis Leagues must hold a RA Member or Non-Resident Member Pass.
f. Students in RA tennis instructional classes or individuals participating in RA sponsored tennis events, and/or tournaments are not required to hold a Member or Non-Member Pass but must be accompanied on the Courts by an Association instructor or staff member at all times.

3. Reserving Courts
   a. Possession of a Pass and/or Guest Pass is required to reserve, be present on and/or use any RA Court at any time.
   b. Players having no Pass and/or Guest Pass in their possession will be immediately removed from the facility.
   c. To reserve a Court players must:
      i. Hang a racquet or racket cover, under the desired court number, on the reservation board, located at the entrance of the Court.
      ii. Enter the court on the hour only.
      iii. Present your pass to the on-court players.
   d. Players may not reserve a Court while, at the same time, occupying a Tennis Court.
   e. All players reserving Court(s) must remain courtside while waiting to play.
   f. If the reserved Court is occupied, waiting players may not enter until the change of court time.
   g. The Association has the authority at any time and within in its sole discretion to reserve Court(s) for lessons, tournaments, sponsored activities/events, league play, Pickleball and Court rentals.

4. Length of Play
   a. Singles players (two players or one individual practicing) are allotted one hour and must vacate the Court on the hour when player or players are waiting to play.
   b. Doubles players (three to four players) are allotted two hours and must vacate the court on the hour after their two (2) hours of play when player or players are waiting to play.
   c. Players using a Court for a fraction of an hour are required to vacate the Court on the hour after they have begun play when others are waiting to play.
   d. With the exception of an Association Tennis Instructor who can take a Court at any time, once play has commenced, any one or more players can continue playing or practicing until the next hourly court change.

5. On-Court Use Rules
   a. All players must wear proper tennis shoes.
   b. Courts are for tennis and, where applicable, designated pickleball use only.
c. Wheeled apparatus such as bicycles, baby carriages, playpens, strollers, skates, and skateboards are not permitted on the Courts.

d. Pets are not permitted on the Courts.

e. Individual headphones are required for the use of all audio equipment. RA Courts may only be used by Association staff to conduct lessons/coaching sessions or give instruction with the exception of parents, guardians, or immediate family members providing instruction to those persons residing within the same household. Instructor and student passes must display matching addresses and Guest Passes shall not be valid for this exception.

f. Good sportsmanship and appropriate on-court behavior must be conducted at all times.

5. **Rules Enforcement** Association Staff, including Court Monitors and Tennis Instructors, are authorized to enforce the Court Use and Access rules outlined in this resolution. Staff may ask players to leave the Court premises for inappropriate behavior or disregard of the rules. Disputes regarding Court Access and Use will be heard by the Legal Committee.

6. **Reserving a Court for Special Events**

a. The Association’s Courts are available for reservation to any individual, group or entity, hereinafter (“Licensee”).

b. To reserve and secure a Court for private use, a Licensee must:

   i. Complete a Tennis & Pickleball Court License Agreement (Addendum A). Such agreement shall delineate the responsibilities of the Renter and the Association including liability/waiver requirements and a deposit/payment schedule.

   ii. Licensees must pay all fees and deposits prior to the use of a Court.

7. **Court Damages**

a. Use of a Courts undergoing maintenance, or which is closed for any other reason is prohibited.

b. Anyone who damages a Courts or the fixtures therein shall be liable and responsible for all damage including the costs of repair caused by or related to their actions or activities.

**ATTEST:** Resolution was adopted at a Regular Meeting of the Reston Association’s Board of Directors held on September 28, 2006; and amended on December 18, 2008; and amended on March 23, 2017; and amended on November 16, 2017.

______________________________
Assistant Secretary
Tennis & Pickleball License Agreement

This License Agreement (hereinafter “Agreement” or “License Agreement”) is entered into by and between the Reston Association (“Licensor”) and [Name and Type of Organization] (hereinafter “Licensee”).

For good and valuable consideration, the sufficiency and receipt of which is acknowledged, Licensor and Licensee here by agree as follows:

1. Licensor hereby grants Licensee a non-exclusive revocable license to use the Licensed Area, described and defined below. Licensee’s use of the Licensed Areas shall be subject to the terms and conditions of this Agreement.

2. Tennis/Pickleball Complex Facilities Requested: (“Licensed Area”) [ ]

3. Activity Date(s) & Time(s): (Specify Date and Times) [ ]

4. Nature of Activity to be Held: [ ]

5. Name of Contact Person of Licensee with Authority to Bind Licensee:

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<tr>
<th>Address of Licensee and Contact Information for</th>
<th>Contact person: [ ] (Please include Street Name, City, State and Zipcode)</th>
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6. Will Alcoholic Beverages be available? Yes ______ No ______

If alcoholic beverages are to be consumed, an ABC Permit is required no less than three days prior to the event - See: [http://www.abc.state.va.us/]. Licensee is solely responsible for applying for and obtaining any necessary ABC permit(s) as required by law. [See Additional Terms on Reverse Side of this form]

7. Will the event be open to the public? Yes ______ No ______

8. What will be the number of participants per tennis court? ______

9. Will there be any any vehicles or other equipment present during the event? If so, please provide a description of the number of vehicles/other specialized equipment (PA system, moon bounce) as well as the intended use. Attach to form. Yes ______ No ______

10. Will there be any event signage? If so, please provide a description of type of signage to be used and anticipated placement plan showing location and method by which signs will be displayed. Attach to form. Yes ______ No ______

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<th>Facility Type</th>
<th>Number of Courts/Length of Rental</th>
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Total Cost = [ ]

Licensee shall pay Licensor a fee (“License Fee” of $ ______.00) which sum shall be payable in its entirety no later than five (5) business days prior to the Event. In addition, Licensee agrees to pay for any and all costs or expenses incurred by Licensor related to or arising out of Licensee’s use of the Licensed Area under this License Agreement. This provision shall survive the cancellation, expiration or termination of this License Agreement and the holding of this Event.

By execution of this License Agreement, the Licensee agrees to abide by and be bound by the representations made and the Terms and Conditions of this License Agreement including the provisions listed on the reverse side, which provisions are expressly incorporated by reference herein. Licensee agrees to be fully responsible for and to indemnify, reimburse, and hold Reston Association harmless from any and all claims, personal injuries, and property damages and any other damages arising out of or related to the Licensee’s use of the Licensed Area or other Common Area under this Agreement. This License Agreement does not become binding until executed by the Reston Association.

Log #: _________

Signature of Licensee: _________
Licensee Title: _________
Date: _________

Contract Approved By: _________
Reston Association Title: _________
Date: _________

Reston Association – Tennis & Pickleball Court License Agreement
12001 Sunrise Valley Drive, Reston, VA 20191/Telephone: 703-435-6530 Fax: 703-435-6516 Website: www.reston.org
1. INSURANCE, WAIVERS, LIABILITY AND PAYMENT TERMS.
   a. Reston Association shall not be liable for any bodily injury or death to, or loss or damage to any personal property of the Licensee or its guests. Reston Association shall not be liable for any injuries. Licensee agrees to indemnify, hold harmless and hold Reston Association harmless against any claims arising out of the use of the premises, including any all claims or damage to persons or property. This provision shall survive the cancellation, expiration or termination of this License Agreement and the holding of this Event.
   b. All required fees and deposits at least five business (5) days prior to the date of the actual use of the Common Area. There will be a $35 charge for each check returned by the bank. For long-term agreements (> one week) there will be a fee deposit of $300.00. In addition, a minimum of $1,000.00 security deposit is required for all Tennis Court Complex reservations to cover damages and cleaning and is due upon execution of this License Agreement. The security deposit or balance thereof, if any, may be retained if there are no charges for cleaning or charges for damages and their repairs which occurred as a result of Licensee’s use of the Tennis Court Complex and the Licensed Area. The deposit or balance thereof, if any, may be retained, within 14 business days following the event, unless the Association determines that the Licensed Area is required due to the condition of the Licensed Area as delineated in the License Agreement.
   c. The License Agreement must be signed by an individual who is an official representative of the organization or entity having the authority to do so.
   d. Payment in full of all monies owed is due no later than ten (10) business days prior to the date of the Tennis Court Complex reservation, unless a long-term agreement greater than one week, which requires a fee deposit of $300.00.
   e. Security deposits use fees, any miscellaneous fees and other requirements as delineated in the License Agreement may be waived by the Association on a case by case basis.
   f. If a reservation is cancelled, the Association must be notified seven (7) business days in advance. If no advance notice is received, the security deposit will be forfeited to and retained by the Association.
   g. The Association strictly forbids Licensees from reserving the Tennis & Pickleball Courts and the Licensed Area for the purpose of leasing or assigning the Licensed Area to another party. Such “third-party reservation” shall result in all parties involved losing their current and future reservation privileges. This License Agreement is for the benefit of the Licensee only and Licensee may not sublicense the Licensed Area or assign this License Agreement to any other person or entity, and any attempt to do so shall render this License Agreement immediately null and void and revoked. Use of the Licensed Area for any purpose other than the Activity described above shall render this License Agreement immediately null and void and revoked.
   h. Reston Association may cancel, terminate and/or revoke this License Agreement for any cause at any time without notice up to and including the date of the reservation. Any deposit or refund shall be refunded if cancellation occurs prior to commencement of the reservation period. In instances where Reston Association requires a community facility that has been reserved, Reston Association will make every attempt to find another location for the Activity to take place.
   i. The Association reserves the right to immediately suspend use of the Tennis & Pickleball Courts and the Licensed Area, without notice, and require the Licensee, its agents, guests and invitees to vacate the premises during or at the time of the Activity, if there is any breach of the License Agreement or its terms and conditions; or any violation of Federal, State or local law; or any violation of the Association’s rules; or damage to property, with no refund of the use fee. If the Licensee fails to abate noise or any other disturbing activities when requested to do so, the Association or its authorized representative is authorized and directed to terminate and Licensed Area and use of the Tennis Court Complex and the Licensed Area or, if needed, call the Police. A partial refund if any, is at the sole discretion of the Association if use is suspended for reasons other than rules violations or damages. The full security deposit and use fee shall be refunded if use is suspended by the Association prior to the start of the Activity or if the application is not approved, except as otherwise provided herein.
   j. Licensees shall provide to Licensee a Certificate of Insurance naming the Association as additionally insured and with such coverage types and amounts to be determined by the Association at least five (5) business days prior to the Event. If an individual, proof of home owners insurance with liability coverage is required and Certificate of Insurance naming the Association an additional insured is required. Long-term agreements require evidence of insurance as stated above.
   k. The Licensee shall not be liable for any bodily injury or death to, or loss or damage to any personal property of the Licensee or its employees, invitees, and/or guest occurring as a result of the use of the Licensed Area or any part thereof, by the Licensee, its employees, invitees or guests. The Licensee by use of the Tennis Court Complex, or any part thereof, including the Licensed Area, agrees to indemnify and hold the Association harmless against any and all claims, allegations or causes of action arising out of Licensee’s, its guests’, employee’s and invitee’s use of the Licensed Area or other Association’s premises. This provision survives the cancellation, expiration or termination of this License Agreement and the holding of this Activity.
   l. The Association reserves the right to supervise all functions and inspect any and all boxes, packages, bags, handbags, purses, backpacks, or other containers of any sort brought in or within the Tennis Court Complex and/or the Licensed Area. Licensee shall be responsible for any damages to properties or injuries to persons or other liability caused or sustained as a result of their use of the Tennis Court Complex, or any portion thereof, including the Licensed Area, and any costs, expenses, or damages sustained by the Association will be charged directly to the Licensee and, if a Member, to the account of the Licensee, as if such cost, expense or damage was an Assessment under the Reston Association Deed.
   m. Minors, at all times, in the Tennis Court Complex or any portion thereof, including the Licensed Area, must be under the supervision of an adult responsible for the minor’s behavior and conduct. Licensee shall be responsible for the action and behavior of all minors, guests or invitees using the License Area or other Association Common Areas, or any portion thereof. This provision shall survive the cancellation, expiration or termination of this License Agreement and the holding of this Event.

2. ADDITIONAL LICENSEE RESPONSIBILITIES.
   a. All players must wear proper tennis shoes.
   b. Tennis Courts are for tennis use only.
   c. Wheelchairs or similar devices for the use of the disabled are allowed only.
   d. Pets are not permitted on the Tennis Courts.
   e. Only RA Tennis Instructors are permitted to give tennis lessons on a fee-paying basis on the Association’s Tennis Courts.
   f. Good sportsmanship and appropriate on-court behavior must be conducted at all times.
   g. Licensee agrees to and must comply with all Federal, State and local laws and ordinances, including the Fairfax County Noise Ordinance. Any required permits or licenses are the responsibility of the Licensee and the Association assumes no responsibility for any required permits/licenses or the Licensees failure to obtain any of the above. This provision shall survive the cancellation, expiration or termination of this License Agreement and the holding of this Event.
   h. Food vendors/distributors — Any vendors, food or otherwise, must possess a current permit from Fairfax County and provide evidence of such at least five (5) days prior to the event. Each vendor must also be insured and provide the Association a certificate naming Reston Association as additional insured in the amounts prescribed by the Association prior to the Activity described above.
   i. If alcoholic beverages are to be served at the Activity, information regarding this fact must be clearly set forth on and in the License Agreement executed by the Licensee; otherwise, alcoholic beverages are prohibited. If serving alcoholic beverages, the Licensee shall be solely responsible for obtaining and shall obtain all required permits/licenses or licenses (including an ABC license from the Virginia ABC in Richmond virginia.gov). A copy of any necessary and required permits or licenses must be submitted to the Association at least five (5) business days prior to the event. Alcoholic beverages will absolutely not be permitted or allowed outside of the Tennis Court Complex. This provision shall survive the cancellation, expiration or termination of this License Agreement and the holding of this Activity.
   j. Parking: Parking: Licensee, their family members, guests, invitees, employees and/or agents attending the Activity are only authorized to park in Association owned or approved RA designated parking areas.
   k. No signs may be affixed, permanently or otherwise, to any structure or tree at any facility. No spray paint or spray chalk may be used for marking routes or areas on pathways or parking lots. Licensee is encouraged to use lime or flour, or signs affixed to stakes in the ground, which must be removed after the event.
   l. Licensees must not enter the Tennis & Pickleball Courts, including the Licensed Area, earlier than the approved scheduled time or leave later than the scheduled departure time. Reservation requests must include time for Activity set-up and clean-up.
m. All clean-up must be completed the same day the Activity is held. The Licensee is responsible for all clean-up and costs thereof, including the removal of all trash, debris, equipment and signage. The Association may, at its sole discretion, retain the security deposit for covering its costs for inadequate clean-up by the licensee after the Activity. This provision shall survive the cancellation, expiration or termination of this License Agreement and the holding of this Activity.

n. Trash and recycling receptacles are located in the Tennis Court Complex; however, it will be the responsibility of the Licensee to provide evidence to the Association of trash and recycling capability if in the opinion of the Association, the Association’s on-site handling systems are deemed inadequate for the Activity.

do. Licensee, on behalf of itself, its family members, guests, invitees, employees and/or agents agrees to and must comply with all Reston Association Deed Restrictions and Rules and Regulations.

p. Licensee shall report to the Association any damage to the License Area as soon as possible by calling (703) 435-6530 or speaking with an Association representative during business hours.

q. If the Activity is an athletic event (league, tournament etc.) each participant must sign an Association waiver, which the Association will supply to the Licensee. If the Activity uses online registration well in advance of the event, Licensee should endeavor to make the Association waiver part of the online registration process. If this does not occur, Licensee will be required to have each participant sign the Association waiver in advance of the Activity and provide all signed waivers to the Association.

r. Licensee agrees that the number of people using the Licensed Area or in attendance at the Activity for which the Licensed Area is to be used will not exceed the maximum number of people set forth in the response to Questions #8, above.

3. INCLEMENT WEATHER. The Association follows Fairfax County Government closings for inclement weather. In such cases, the Association’s Tennis & Pickleball Courts, including the Licensed Area, may be closed and any Activity scheduled may be cancelled at the Association’s sole discretion. The Association will contact the Licensee to notify them of the cancellation. If the Activity is cancelled due to inclement weather the Association shall not be liable. Licensees shall be refunded security deposits, use fees, and any miscellaneous fees as delineated in the Use Agreement for the date of the Activity. An Activity may be postponed on the day of the Activity; however, Licensee acknowledges that any scheduled activities at the site that overlap with the subject Activity, due to any postponement, have precedence.

IN CASE OF EMERGENCY CALL 703-435-6530.
WHEREAS, the Board of Directors is responsible for the administration and operation of the Association consistent with the amended provisions of the Reston Documents; and

WHEREAS, Section III.2(d) of the First Amendment to the Deed of Amendment to the Deeds of Dedication of Reston ("Amended Reston Deed") delineates that it is a purpose of the Association to promote the peace, health, comfort, safety, and general welfare of the Members; and

WHEREAS, Section III.2(e) of the Amended Reston Deed delineates that it is a purpose of the Association to do any and all lawful things and acts that it, in its discretion, may deem to be for the benefit of the Property and the Owners and inhabitants thereof; and

WHEREAS, Section I.1(n) of the Amended Reston Deed defines "Common Area" as all real property and improvements thereon owned or leased by the Association for the common use and enjoyment of the Members; and

WHEREAS, Section IV.2(a) of the Amended Reston Deed gives the Board of Directors the right to establish, adopt, enforce, and repeal Rules and Regulations and set reasonable admission and other fees for the use of the Common Area and participation in Association programs; and

WHEREAS, Section IV.2(b) of the Amended Reston Deed gives the Board of Directors the right to assess charges against a Member for any violation of the Deed, the Bylaws, or Rules and Regulations for which the Member or his family members, tenants, guests, or other invitees are responsible; and

WHEREAS, the Association maintains Community Buildings and Pavilions that are part of the Common Area of Reston for the use and benefit of the Members; and

NOW, THEREFORE, BE IT RESOLVED, that the following rules shall govern the use of the Association’s Community Buildings and Pavilions:

1. **Reserving a Community Building and Pavilion.**
   a. The Association’s Community Buildings and Pavilions are available for reservation pursuant to a License Agreement to any individual, group or entity, hereinafter ("Licensee").
   b. To reserve a Community Building or Pavilion for private use Licensees must complete a Community Building and Pavilion License Agreement in a form substantially similar to Addendum A, such final form of which is to be determined periodically at the discretion of the Association’s Staff. Such License Agreement shall delineate the terms and conditions for Licensee’s use of Community Buildings & Pavilions as enumerated in section 2 of this Resolution.
2. Waivers and Liability.
   a. Reston Association (RA) shall not be liable for any bodily injury or death, or loss or damage to any personal property of the Licensee or its guests, unless such injury or damage is caused directly by the gross negligence or willful misconduct of RA. RA shall not be liable for any injuries to the extent that such injuries are covered by private, medical or property insurance. Licensee agrees to indemnify RA and hold RA harmless against any claims arising out of Licensee’s, its guests’ and invitees’ use of the premises.

   b. RA reserves the right to supervise all functions and inspect any and all boxes, packages, bags, handbags, purses, backpacks or other containers of any sort brought into or within the Community Building/Picnic Pavilion. Licensee shall be responsible for any damages or other liability caused or sustained as a result of their use of the Community Building/Picnic Pavilion, or any portion thereof, and any costs, expenses, or damages sustained by RA will be charged directly to the Licensee and, if a Member, to the account of the Licensee, as if such cost, expense or damage was an Assessment under the Reston Association Deed.

   c. Minors, at all times, while in the Community Building/Picnic Pavilion or any portion thereof, must be under the supervision of an adult responsible for the minor’s behavior and conduct. Licensee shall be responsible for the action and behavior of all minors, guests or invitees using the Community Building/Picnic Pavilion, or any portion thereof.

3. Payments, Deposits, and Cancellations.
   a. All fees and deposits will be paid prior to the use of a facility. There will be a $35 charge for each check returned by the bank.

   b. A $100 security deposit, unless waived, and a completed Rental/License Agreement are required from all Licensees to make a reservation and hold an event in the Community Building/Picnic Pavilion, and to cover damages and cleaning. For short term Licensees of the Community Building/Picnic Pavilion, the security deposit or balance thereof, if any, will be returned if there are no charges for damages or cleaning, which occurred as a result of Licensee’s use of the Community Building/Picnic Pavilion. The security deposit or balance thereof, if any, will be returned, within fourteen (14) business days following the event. For long term Licensees of the Community Building/Picnic Pavilion, one month’s rent is required as a security deposit at time of contract initiation. The security deposit of one month’s rent will be used either toward the final month’s rent or will be used to cover the current month’s rent if payment is not received by the 7th of the month. If the security deposit is used to cover the current month’s rent, Licensee must pay an additional one month’s rent as a security deposit, to be used either towards the final month’s rent or to cover a future month’s rent if payment is not received by the 7th of the month. This additional security deposit of one month’s rent must be received within ten (10) business days or before the payment due date (7th of the month), whichever comes first. If the additional security deposit is not received, further use of the Community Building/Picnic Pavilion will be immediately suspended. A long term Licensee is defined as an organization or individual that uses the Community Building/Picnic Pavilion.
Building/Picnic Pavilion for at least three consecutive months, with multiple uses per each month.

c. The Rental/License Agreement must be signed by an individual, who is an official representative of the Licensee, having the authority to bind the Licensee.

d. Payment in full is due no later than five (5) business days prior to the date of the Community Building/Picnic Pavilion reservation.

e. Two weeks’ notice is requested for a change or cancellation. Seven (7) days’ prior notice must be given to RA prior to a change and/or cancellation of a one-time rental, and long-term Licensees must provide thirty (30) days’ notice prior to a change and/or cancellation of the Rental Contract/License Agreement. Failure to comply with these requirements will result in the loss of the security deposit. If no security deposit is collected, then the rental fee will be forfeited.

f. RA may cancel this agreement, with or without cause, at any time, without notice, up to and including the date of the rental. Any security deposit will be refunded if cancellation by RA occurs prior to commencement of the rental period. In instances where RA requires a community facility that has been rented, RA will make every attempt to find another RA community facility for the rental to take place.

g. RA reserves the right to immediately suspend use of the premises, without notice, and require the Licensee, its guests and invitees to vacate the premises during or at the time of the event if there is any breach of the Rental/License Agreement or its terms and conditions, any violation of Federal, State or local law, any violation of RA’s rules or damage to property, with no refund of the use fee. If the Licensee fails to abate noise or any other disturbing activities when requested to do so, RA or its authorized representative is directed to terminate the event and use of the Community Building/Picnic Pavilion or, if needed, call the Fairfax County Police. A partial refund, if any, is at the sole discretion of RA if use is suspended for reasons other than rules violations or damages. The full security deposit and use fee shall be refunded if use is suspended by RA prior to the start of the event or if the application is not approved, except as otherwise provided herein.

h. RA strictly forbids Licensees from reserving the Community Building/Picnic Pavilion for the purpose of leasing it to another party. Such “third-party reservation” shall result in all parties involved losing their current and future reservation privileges.

i. Security deposits, room fees, and any miscellaneous fees as delineated in the Rental/License Agreement may be waived by RA on a case-by-case basis.

j. A $20 key deposit is required from all Licensees to obtain a Community Building access key. Key deposits will be refunded upon return of key. Keys are to be picked up and returned to RA’s main office, 12001 Sunrise Valley Drive, Reston, VA 20191.
4. Licensee Responsibilities.
   a. Licensees must not enter the Community Building or Picnic Pavilion earlier than the approved scheduled time or leave later than scheduled time. Reservation requests must include time for set-up and clean-up.
   b. Report to RA any Community Building or Picnic Pavilion damage AS SOON AS POSSIBLE by contacting (703) 435-6530.
   c. Chairs and tables within the Community Building and Picnic Pavilion must be returned to the original storage location.
   d. Trash must be bagged and placed in the dumpsters provided. No regular trash is permitted in recycling containers.
   e. Floor areas must be swept and spills mopped up.
   f. Lights must be turned off when Community Building or Picnic Pavilion is vacated.
   g. Doors and windows must be locked and checked upon leaving.
   h. The stapling or thumbtacking of decorations or materials to ceilings, walls, tables or posts is not permitted.
   i. Licensee must conform to the Fairfax County noise ordinance. Amplified or live music over 20 watts is not permitted outdoors. No disc jockeys at pavilions.
   j. Licensee agrees to and must comply with all Federal, State and Local laws or ordinances.
   k. Licensee agrees to and must comply with all RA deed restrictions, rules and regulations, and resolutions, as provided on the RA website: https://www.reston.org/AboutRestonAssociation/Governance/RAGoverningDocumentsOverview/tabid/209/Default.aspx.

5. Food and Beverages.
   a. If food and/or beverage are to be served, Licensee is responsible for organizing all food and beverage service for the event.
   b. Pantry use includes, but is not limited to refrigerator, coffee machine, disposable cutlery, microwave, and coffee and tea supplies.
   c. If alcoholic beverages are to be made available at the event, information regarding this fact of condition must be clearly set forth on and in the Rental/License Agreement executed by the Licensee; otherwise, alcoholic beverages are prohibited. If alcoholic beverages are to be made available, the Licensee shall be solely responsible for obtaining and shall obtain any and all necessary and required permits or licenses, including an ABC license from the Virginia ABC (refer to http://www.abc.virginia.gov/). A copy of any necessary and required permits or licenses must be submitted to the Association at least five (5) business days prior to the event. Alcoholic beverages will absolutely not be permitted or allowed outside of the Community Building/Picnic Pavilion.
d. Non-alcoholic beverages may be served for any event; however, RA is not responsible for providing beverages.

e. All refreshment items are expected to be removed and properly attended to by the Licensee by the end of the event.

6. **Community Building Use Rules.**
   a. Licensee must conform to posted Community Building occupancy limits at all times: occupancy limit for the Brown’s Chapel Community Building is 50 and for the Glade Room is 75. Any event exceeding the occupancy limits as imposed at any times shall be immediately terminated and cancelled.
   
   b. Smoking is prohibited within all RA Community Buildings and Picnic Pavilions, and is in effect within a fifty (50) feet wide perimeter around the exterior of any building or common area.
   
   c. Open flames are not permitted in Community Buildings. Only flameless candles are permitted.
   
   d. Licensee may not lease or sub-lease Community Buildings to others.

7. **Picnic Pavilion Use Rules.**
   a. Exclusive use of picnic pavilions requires an executed Rental/License Agreement.
   
   b. Picnic Pavilion rental hours are from dawn to dusk (10 p.m. for lighted facilities).
   
   c. Glass containers are not permitted on pavilion grounds. Please recycle plastic containers and metal cans using the provided containers.
   
   d. Fires are restricted to pavilion grills. Open fires outside of the pavilion grills are not permitted. Licensees are required to ensure grill fires are completely out. Personal propane grills are permitted; however, charcoal grills are not permitted.
   
   e. The water code for the North Hills Pavilion is 6969.
   
   f. The North Hills Pavilion light switch is located on the back leg of the display case entering the park. Lighting available from 5 p.m. - 11 p.m.
   
   g. Bagged trash must be removed from North Hills Pavilion. A dumpster is available at the North Hills Pool.

**ATTEST:** Resolution was adopted at a Regular Meeting of the Reston Association’s Board of Directors held on September 28, 2006; and amended on June 26, 2008; October 23, 2008; and June 23, 2016.

[Signature]

Assistant Secretary
Community Building & Picnic Pavilion Rental/License Agreement

1. Licensee: ____________________________________________________________

2. Event Date(s) & Time(s): ______________________________________________

3. Event to be Held: _____________________________________________________

4. Name of Event: ______________________________________________________

5. Name of Representative of Licensee with Authority to Bind Licensee: ________________________________
   Address of Representative (Please include Street Name, City, State and Zip Code):
   _______________________________________________________________________
   Telephone Contact: ____________________________________________________
   Email Address: _________________________________________________________

6. Will Alcoholic Beverages be made available? Yes ☐ No ☐
   If alcoholic beverages are to be made available, an ABC Permit is required to be submitted to the Reston Association (RA) at least five (5) business days prior to the event. See: http://www.abc.state.va.us/. Licensee is solely responsible for applying and obtaining any necessary ABC permit(s) as required by the law.

7. Will the event be open to the public? Yes ☐ No ☐

8. What will be the maximum number of attendees at the event? ________

Facility Requested

☐ Brown’s Chapel Community Building ☐ Lake Anne Picnic Pavilion
☐ Glade Room ☐ North Hills Picnic Pavilion
☐ Dogwood Picnic Pavilion ☐ Pony Barn Picnic Pavilion
☐ Hunters Woods Picnic Pavilion ☐ Temporary Road Picnic

FOR OFFICE USE ONLY

<table>
<thead>
<tr>
<th>Reservation Type</th>
<th>Event Type</th>
<th>Community Building</th>
<th>Security Deposit</th>
<th>Key Deposit</th>
<th>Reservation Type Cost</th>
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</thead>
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<tr>
<td>☐ Member</td>
<td>☐ Civic/Community Group</td>
<td>☐ Reston Public Schools/Scouts Troop</td>
<td>☐ Instructional Class/Faith Group</td>
<td>☐ Party/Celebration</td>
<td></td>
</tr>
</tbody>
</table>

Room Fee x Hours Needed = $100

Amount Due By: __________ Total Cost = __________

For Long Term Licensees:

Amount Due Per Month: __________ Monthly Date Due: By the 7th day of the month

The undersigned certifies that he/she has the authority and is authorized to sign for and on behalf of the Licensee. By execution of this Rental/License Agreement, Licensee and its designated representative agree to abide by and be bound by the representations made and the terms and conditions of this Rental/License Agreement including the provisions listed on the reverse side, as incorporated herein. Licensee agrees to be fully responsible for and to indemnify RA for any and all damages to the facility caused by the Licensee or the Licensee’s use of the Community Building or Picnic Pavilion. This Rental/License Agreement does not become binding until executed by RA.

Signature of Licensee Licensee Printed Name / Title Date

Signature of Reston Association Official Reston Association Name/Title Date
COMMUNITY BUILDING & PICNIC PAVILION RENTAL/LICENSE AGREEMENT TERMS & CONDITIONS

1. Waivers and Liability.
   a. Reston Association (RA) shall not be liable for any bodily injury, death, or damage to any personal property of the Licensee or its guests, unless such injury or damage is caused directly by the gross negligence or willful misconduct of RA. RA shall not be liable for any injuries to the extent that such injuries are covered by private, medical or property insurance. Licensee agrees to indemnify RA and hold RA harmless against any claims arising out of Licensee’s, its guests’ and invitees’ use of the premises.
   b. RA reserves the right to supervise all functions and inspect any and all boxes, packages, bags, handbags, purses, backpacks or other containers of any sort brought into or within the Community Building/Picnic Pavilion. Licensee shall be responsible for any damages or other liability caused or sustained as a result of their use of the Community Building/Picnic Pavilion, or any portion thereof, and any costs, expenses, or damages sustained by RA will be charged directly to the Licensee and, if a Member, to the account of the licensee, as if such cost, expense or damage was an Assessment under the Reston Association Deed.
   c. Minors, at all times, while in the Community Building/Picnic Pavilion or any portion thereof, must be under the supervision of an adult responsible for the minor’s behavior and conduct. Licensee shall be responsible for the action and behavior of all minors, guests or invitees using the Community Building/Picnic Pavilion, or any portion thereof.

2. Payments, Deposits, and Cancellations.
   a. All fees and deposits will be paid prior to the use of a facility. There will be a $35 charge for each check returned by the bank.
   b. A $100 security deposit, unless waived, and a completed Rental/License Agreement are required from all Licensees to make a reservation and hold an event in the Community Building/Picnic Pavilion, and to cover damages and cleaning. For short term Licensees of the Community Building/Picnic Pavilion, the security deposit or balance thereof, if any, will be returned if there are no changes for damages or cleaning, which occurred as a result of Licensee’s use of the Community Building/Picnic Pavilion. The security deposit or balance thereof, if any, will be returned, within fourteen (14) business days following the event. For long term Licensees of the Community Building/Picnic Pavilion, one month’s rent is required as a security deposit at time of contract initiation. The security deposit of one month’s rent will be used either toward the final month’s rent or will be used to cover the current month’s rent if payment is not received by the 7th of the month. The security deposit is used to cover the current month’s rent, Licensee must pay an additional one month rent as a security deposit, to be used either towards the final month’s rent or to cover a future month’s rent if payment is not received by the 7th of the month. This additional security deposit of one month’s rent must be received within ten (10) business days or before the payment due date (7th of the month), whichever comes first. If the additional security deposit is not received, use of the Community Building/Picnic Pavilion will be immediately suspended. A long term Licensee is defined as an organization or individual that uses the Community Building/Picnic Pavilion for at least three consecutive months, with multiple uses per each month.
   c. Use of the Rental/License Agreement must be signed by an individual, who is an official representative of the Licensee, having the authority to bind the Licensee.
   d. Payment in full is due no later than five (5) business days prior to the date of the Community Building/Picnic Pavilion reservation.
   e. Two weeks notice is requested for a change or cancellation. Seven (7) days’ prior notice must be given to RA prior to a change and/or cancellation of a one-time rental, and long term Licensees must provide thirty (30) days’ notice prior to a change and/or cancellation of the Rental Contract-License Agreement. Failure to comply with these requirements will result in the loss of the security deposit. If no security deposit is collected, then the rental fee will be forfeited.
   f. RA may cancel this agreement, with or without cause, at any time, without notice, up to and including the date of the rental. Any security deposit will be refunded if cancellation by RA occurs prior to the date of the rental or due to non-compliance with the RA rules and regulations. If cancellation by RA occurs after the date of the rental, the security deposit is collected, then the rental fee will be forfeited.

3. Licensee Responsibilities.
   a. Licensees must not enter the Community Building or Picnic Pavilion earlier than the approved scheduled time or leave later than scheduled time. Reservation requests must include time for set-up and clean-up.
   b. Report to RA any Community Building or Picnic Pavilion damage AS SOON AS POSSIBLE by contacting (703) 435-6530.
   c. Licensee is responsible for see to that Community Building and Picnic Pavilion must be returned to the original storage location.
   d. Trash must be bagged and placed in the dumpsters provided. No regular trash is permitted in recycling containers.
   e. Floor areas must be swept and spills mopped up.
   f. Lights must be turned off when Community Building or Picnic Pavilion is vacated.
   g. Doors and windows must be locked and checked upon leaving.
   h. The stapling or thumbtacking of decorations or materials to ceilings, walls, tables or posts is not permitted.
   i. Licensee must conform to the Fairfax County noise ordinance. Amplified or live music over 20 watts is not permitted outdoors. No disc jockeys at pavilions.
   j. Licensee agrees to and must comply with all Federal, State and Local laws or ordinances.
   k. Licensee agrees to and must comply with all RA deed restrictions, rules and regulations, and resolutions, as provided on the RA website: https://www.reston.org/AboutRestonAssociation/Governance/RAGoverningDocumentsOverview/tabid/209/Default.aspx

4. Food and Beverages.
   a. If food and/or beverage are to be served, Licensee is responsible for organizing all food and beverage service for the event.
   b. Pantry use includes, but is not limited to refrigerator, coffee machine, disposable cutlery, microwave, and coffee and tea supplies.
   c. Alcohol beverages are to be made available at the event, information regarding this fact is on file with RA, and the Licensee agrees to ensure that all alcohol beverages are provided by a licensed vendor.
   d. No alcoholic beverages are to be made available, the Licensee shall be solely responsible for obtaining and shall obtain any and all necessary and required permits or licenses, including an ABC license from the Virginia ABC (refer to http://www.abc.virginia.gov/). A copy of any necessary and required permits or licenses must be submitted to the Association at least five (5) business days prior to the event. Alcohol beverages will absolutely not be permitted or allowed outside of the Community Building/Picnic Pavilion.
   e. Non-alcoholic beverages may be served for any event; however, RA is not responsible for providing beverages.
   f. All refreshment items are expected to be removed and properly attended to by the Licensee of the building by the end of the event.

5. Community Building Use Rules.
   a. Licensee must confirm to posted Community Building occupancy limits at all times: occupancy limit for the Brown’s Chapel Community Building is 50 and for the Glade Room is 75. Any event exceeding the occupancy limits as imposed at any times shall be immediately terminated and cancelled.
   b. Smoking is prohibited within all RA Community Buildings and Picnic Pavilions, and is in effect within a fifty (50) feet wide perimeter around the exterior of any building or common area.
   c. Open flames are not permitted in Community Buildings. Only flameless candles are permitted.
   d. Licensee may not lease or sub-lease Community Buildings to others.

   a. Exclusive use of picnic pavilions requires an executed Rental/License Agreement.
   b. Picnic Pavilion rental hours are from dawn to dusk (10 p.m. for lighted facilities).
   c. Glass containers are not permitted on pavilion grounds. Please recycle plastic containers and metal cans using the provided containers.
   d. Fires are restricted to pavilion grills. Open fires outside of the pavilion grills are not permitted. Licensees are required to ensure grill fires are completely out. Personal propane grills are permitted; however, charcoal grills are not permitted.
   e. The water code for the North Hills Pavilion is 6969.
   f. The North Hills Pavilion light switch is located on the lawn leg of the display case entering the park. Lighting available from 5 p.m. - 11 p.m.
   g. Bagged trash must be removed from North Hills Pavilion. A dumpster is available at the North Hills Pool.

Reston Association – Community Building & Picnic Pavilion Rental-License Agreement
12001 Sunrise Valley Drive, Reston, VA 20191-3404
Telephone: (703) 435-6530 Fax: (703) 435-6516
E-Mail: reservations@reston.org Website: www.reston.org

IN CASE OF EMERGENCY CALL (703) 435-6530
WHEREAS, the Board of Directors is responsible for the administration and operation of the Association consistent with the amended provisions of the Reston Documents; and

WHEREAS, Section III.2(d) of the First Amendment to the Deed of Amendment to the Deeds of Dedication of Reston ("Amended Reston Deed") delineates that it is a purpose of the Association to promote the peace, health, comfort, safety, and general welfare of the Members; and

WHEREAS, Section III.2(e) of the Amended Reston Deed delineates that it is a purpose of the Association to do any and all lawful things and acts that it, in its discretion, may deem to be for the benefit of the Property and the Owners and inhabitants thereof; and

WHEREAS, Section I.1(n) of the Amended Reston Deed defines “Common Area” as all real property and improvements thereon owned or leased by the Association for the common use and enjoyment of the Members; and

WHEREAS, Section IV.2(a) of the Amended Reston Deed gives the Board of Directors the right to establish, adopt, enforce, and repeal Rules and Regulations and set reasonable admission and other fees for the use of the Common Area and participation in Association programs; and

WHEREAS, Section IV.2(b) of the Amended Reston Deed gives the Board of Directors the right to assess charges against a Member for any violation of the Deed, the Bylaws, or Rules and Regulations for which the Member or his family members, tenants, guests, or other invitees are responsible; and

WHEREAS, the Association operates and maintains Garden Plots for the use and benefit of the Members.

NOW, THEREFORE, BE IT RESOLVED, that the following rules shall govern the use of the Garden Plots:

1. Reserving a Garden Plot.
   a. The Association’s Garden Plots are available for reservation, on an annual basis, to any individual, group or entity, hereinafter ("Licensee").
   b. To reserve a Garden Plot for private use, Licensees must:
      i. Complete a Garden Plot License Agreement in a form substantially similar to Addendum A, such final form of which is to be determined periodically in the discretion of the Association Staff. Such License Agreement shall delineate the terms and conditions for Licensee’s use of a Garden Plot as enumerated in section 2 of this Resolution.
ii. Pay all required fees and deposits associated with the License Agreement prior to the use of a Garden Plot.

iii. License Agreements are on a garden calendar year basis from November 20 to November 19.

2. Terms and Conditions for Garden Plot Use.

a. Reston Association shall not be liable for any bodily injury or death to, or loss or damage to any personal property of the Licensee or its guests. Reston Association shall not be liable for any injuries. Licensee agrees to indemnify, reimburse and hold Reston Association harmless against any claims arising out of use of the premises, including any and all claims or damage to persons or property.

b. All fees and deposits will be paid prior to the use of the Garden Plot. There will be a $35 charge for each check returned by the bank.

c. Licensees must provide 30 days' notice prior to the cancellation of the License Agreement. All fees are non-refundable after 90 days from date of this License Agreement, except in the event of medical emergencies, familial crises, and/or relocation. Full or partial refunds are provided at the discretion of the Association.

d. Licensees are not permitted to transfer Garden Plot License Agreements to other parties.

e. Reston Association may cancel a Garden Plot Licensing Agreement for any cause at any time without notice up to and including the date of the reservation. Any fees paid will be refunded if cancellation by Reston Association occurs prior to commencement of this License Agreement period.

f. Reston Association reserves the right to immediately suspend use of the premises, without notice, and require Licensee, his/her guests and invitees to vacate the premises if there is any breach of this License Agreement or its terms or conditions, any violation of Federal, State or local law or any violation of the Association’s rules, or damage to property, with no refund of the use fee, if conditions or circumstances warrant suspension within the sole discretion of the Board or Staff or other authorized representative of the Reston Association. If the Licensee fails to abate any disturbing activities when requested to do so, the Board or Staff of the Association, or other authorized Association representatives are authorized and directed to terminate the use of Garden Plot and/or to call the Fairfax County Police. A partial refund, if any, is in the Board’s discretion if use is suspended for reasons other than rules violations or damages. The full use fee shall be refunded if the application is not approved, except as otherwise provided herein.

3. Garden Plot Use Rules

a. All Garden Plots must be worked (cleared to the ground of weeds and soil turned) by May 1st of every year. Any Garden Plots not worked by this date will be offered to someone from the
Association’s Garden Plot Waiting List. The Reston Association reserves the right to inspect any and all Garden Plots at any time throughout the year.

b. Licensees are required to contact the Reston Association if he/she is unable to maintain their Garden Plot.

c. Garden Plot Licensees must perform weed control through the term of the License Agreement.

d. Association Staff reserves the right to cancel a Garden Plot License Agreement if it is determined in the Staff’s sole discretion that a Licensee has allowed his Garden Plot to become overgrown or has abandon his Garden Plot at any time during the year. In such cases, the Garden Plot will be offered to someone from the Association’s Garden Plot Waiting List.

e. Trash cans provided by the Association may not be used to dispose of organic material. All weeds, sod, soil, grass, and other plant debris must be placed in the compost bins provided except invasive exotic plants.

f. Compost bins are located at each Garden Plot area but are not to be used to dispose of wood or other lumber, weed cloth, plastic, wire, or any other non-organic gardening materials. Such materials are to be placed in the trash cans provided.

g. Licensees are not permitted to place yard debris from their private property in the compost bins.

h. Licensees shall ensure that all fencing, irrigation materials, tools, and plants are confined within the boundaries of their Garden Plot.

i. Except in the Lake Anne Garden Plot area, Licensees are not permitted to use synthetic pesticides or synthetic chemical fertilizers in their Garden Plot.

j. The following rules regarding animal control in Association Garden Plot areas shall apply to all Licensees:

1. The use of appropriate sized snap traps (lethal traps) is permitted for mice, rats, and voles but no other wildlife. No other traps or any snares of any kind are permitted.

2. The use of poison bait or any other type of poison is strictly prohibited.

3. Except as provided in 3.j.1. above, the killing or maiming of any animal by any means will be reported to the Fairfax County Police and Game Warden.

k. Theft or the unauthorized use of tools or vegetables from other Licensees’ Garden Plots is prohibited and will be reported to Fairfax County Police.

l. Gardening supplies (i.e., wood chips, leaves, manure) may not be placed in any other location except the Licensee’s Garden Plot.
m. The spreading of leaves, woodchips, carpet, or other materials on the shared paths is not permitted.

n. Plants must be kept within each individual Licensee’s marked Garden Plot area.

o. No structures, within the individual plots, can be built over six (6) feet tall.

p. New pressure-treated wood is not permitted for installation in Garden Plots, including raised beds, compost bins, fencing, borders, etc.

q. Only legal plant species can be grown in the Garden Plots.

r. Licensees must wear appropriate attire including but not limited to shirts, pants and shoes while working or visiting the Garden Plot areas.

s. Alcoholic beverages are not permitted in the Garden Plot areas.

t. Reston Association shall not be liable for any damage to individual Garden Plots due to routine Garden Plot pathway mowing.

u. Licensees must shut the main gate and spin the lock code after entering the Garden Plot Area.

v. Licensees must be present when watering their assigned Garden Plot. Sprinklers or watering that infringes on neighboring or adjacent plots or on Garden Plot pathways is prohibited.

w. Carpets are not permitted in Garden Plot areas due to leaching of synthetic chemicals.

x. Licensees are permitted the use of temporary greenhouse structures, installed no earlier than October 15. Such structures shall be taken down and properly stored prior to April 30. Dates match Virginia Tech’s frost dates. The materials used shall be tidy, not ripped or broken and shall be kept neatly. Once the structures are taken down, they must be laid on the side of the garden plot in a neat pile or removed all together from the plot. Other than cold frames (transparent, low to the ground enclosed structures) no glass shall be used in the garden plot.

y.

4. Garden Plot Coordinators.

a. Reston Association may enter into an agreement (Attachment B) with any Garden Plot Licensee to coordinate (“Garden Plot Coordinator”) the activities of the other Garden Plot Licensees within a specified Garden Plot facility.

b. A Garden Plot Coordinator’s responsibilities shall be as follows:
c. Monitoring the condition and health of the Garden Plot area, as a whole, including but not limited to water troughs, compost bins, infestations of invasive species, use of pesticides, and unused plots.

d. Addressing, communicating, and resolving issues within the Garden Plot area that may include:

   i. Informing fellow Licensees of changes, issues, or special conditions set by Reston Association

   ii. Informing Reston Association of any issues brought forward by Licensees individually or collectively.

   iii. Supplying Licensees with necessary direction or information for contacting the appropriate Reston Association entity with questions, issues, or concerns about their Garden Plot

   iv. Notifying of conflicts beyond the Coordinator’s authority including but not limited to:

      1. Encroachment or breach of an individual Licensee’s Garden Plot boundary.
      2. General trespassing.
      3. Misuse of Garden Plots as stipulated in the Garden Plot Licensing Agreement.

e. Garden Plot Coordinators shall not be responsible for assessing reservation fees, or any correspondence relating to reservation fees.

f. Garden Plot Coordinators shall not use personal Licensee information for purposes outside the Coordinator’s duties including but not limited to: solicitation or private, personal use.

g. Garden Plot Coordinators are not authorized to reassign plots.

h. Reston Association bears the sole responsibility for proper care, maintenance and administrative duties of the Garden Plots. If, however a Garden Plot Coordinator is found to have broken any of the Terms and Conditions for Garden Plot Use as delineated in the Garden Plot Licensing Agreement and/or not satisfactorily fulfilled the duties of the Coordinator as outlined in section 3 of this Resolution above, then Reston Association shall have the right to enforce section 4 of this Resolution.

i. Garden Plot Coordinators shall be afforded a 100 percent discount on the total annual amount of their Garden Plot Licensing Agreement.

5. **Rules Enforcement.** Association Staff are authorized to enforce the rules outlined in this Resolution. Any violation of these rules subjects user or Licensee to immediate ejection from the Garden Plot and immediate cancellation of the License Agreement and revocation of any License. Staff may ask Licensees to leave a Garden Plot for inappropriate behavior or disregard of the rules. Disputes regarding Garden Plot use will be heard by the Legal Committee.
6. Garden Plot Damages
   a. Use of a Garden Plot undergoing maintenance or which is closed for any other reason is prohibited.
   b. Anyone who damages a Garden Plot or the fixtures therein shall be liable and responsible for all damage including the costs of repair caused by or related to their actions or activities.

ATTEST: Resolution was adopted at a Regular Meeting of the Reston Association’s Board of Directors held on September 28, 2006; November 16, 2006; October 23, 2008; and revised on September 24, 2009; and revised on September 27, 2012.

Cate L. Fulkerson

___________________________
Assistant Secretary
Garden Plot Coordinator Agreement

1. Name of Licensee Applying to be a Reston Association Garden Plot Coordinator:

   ________________________________________________________________

   Address of Licensee: ____________________________________________
   (Please include Street Name, City, State and Zip code)

   Telephone Contact: _____________________________________________

   Email Address: _________________________________________________

2. Garden Plot Area: ______________________________________________

3. Term of Agreement: ________________________________ To ________________________________

4. Garden Plot Coordinator Terms & Conditions.
   a. Monitoring the condition and health of the Garden Plot area, as a whole, including but not limited to water troughs, compost bins, infestations of invasive species, use of pesticides, and unused plots.
   b. Addressing, communicating, and resolving issues within the Garden Plot area that may include:
      i. Informing fellow Licensees of changes, issues, or special conditions set by Reston Association
      ii. Informing Reston Association of any issues brought forward by Licensees individually or collectively.
      iii. Supplying Licensees with necessary direction or information for contacting the appropriate Reston Association entity with questions, issues, or concerns about their Garden Plot
      iv. Notifying of conflicts beyond the Coordinator’s authority including but not limited to:
         1. Encroachment or breach of an individual Licensee’s Garden Plot boundary.
         2. General trespassing.
         3. Misuse of Garden Plots as stipulated in the Garden Plot License Agreement.
   c. Garden Plot Coordinators shall not be responsible for assessing reservation fees, or any correspondence relating to reservation fees.
   d. Garden Plot Coordinators shall not use personal Licensee information for purposes outside the Coordinator’s duties including but not limited to: solicitation or private, personal use.
   e. Garden Plot Coordinators are not authorized to reassign plots.
   f. Reston Association bears the sole responsibility for proper care, maintenance and administrative duties of the Garden Plots. If, however a Garden Plot Coordinator is found to have broken any of the Terms and Conditions for Garden Plot Use as delineated in Reston Association’s Garden Plot Licensing Agreement and/or not satisfactorily fulfilled the duties of the Coordinator as outlined herein then Reston Association shall have the right to immediately eject the Coordinator from the Garden Plot and cancel the Coordinators’ own Garden Plot Licensing Agreement.
   g. Garden Plot Coordinators shall be afforded a 100 percent discount on the total annual amount of their Garden Plot Licensing Agreement.

5. Garden Plot Coordinator -- Contractual Discount For Services Provided.

   Garden Plot Location: ____________________________________________

   Total Annual Reservation Fee: _______________ – 100% = New Annual Rental Fee: _______________

By execution of this Agreement, Licensee agrees to abide by and be bound by the representations made and the Terms and Conditions of this Agreement including the provisions listed in the Garden Plot Licensing Agreement. This Agreement does not become binding until executed by the Reston Association.

__________________________________________________
Signature of Licensee

__________________________________________________
Licensee Title

__________________________________________________
Date

__________________________________________________
Agreement Approved By

__________________________________________________
Reston Association Title

__________________________________________________
Date
Garden Plot License Agreement

1. Licensee: ________________________________

2. Garden Plot Requested:
   - Lake Anne
   - Golf Course Island
   - Hunters Woods I
   - Hunters Woods II
   - Plot Number: ____________________

3. Agreement Period:   November 20, _________ to   November 19, _________

4. Address of Licensee:
   (Please include Street Name, City, State, and Zip code)
   _______________________________________________________________________
   Telephone Contact: _______________________________________________________________________
   Email Address: _______________________________________________________________________

5. Emergency Contact:
   (Please include Street Name, City, State, and Zip code)
   _______________________________________________________________________
   Telephone Contact: _______________________________________________________________________
   Email Address: _______________________________________________________________________

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Total Cost = ____________________

FOR OFFICE USE ONLY

By execution of this License Agreement, the Licensee agrees to abide by and be bound by the representations made and the Terms and Conditions of this Contract including the provisions listed on the reverse side, which provision are incorporated herein. Licensee agrees to be fully responsible for and to indemnify, reimburse, and hold Reston Association harmless from any and all claims, personal injuries, and property damages and any other damages arising out of the Licensee’s use of the Garden Plot. This License Agreement does not become binding until executed by the Reston Association.

Signature of Licensee ________________________________ Date ________________________________

Contract Approved By ________________________________ Reston Association Title ________________________________ Date ________________________________
GARDEN PLOT LICENSE AGREEMENT TERMS & CONDITIONS

1. WAIVERS, LIABILITY AND PAYMENT TERMS.
   a. Reston Association shall not be liable for any bodily injury or death to, or loss or damage to any personal property of the Licensee or its guests. Reston Association shall not be liable for any injuries. Licensee agrees to indemnify, reimburse and hold Reston Association harmless against any claims arising out of use of the premises, including any and all claims or damage to persons or property.
   b. All fees and deposits will be paid prior to the use of the Garden Plot. There will be a $35 charge for each check returned by the bank.
   c. Licensee must provide 30 days notice prior to the cancellation of the License Agreement. All fees are non-refundable after 90 days from date of this License Agreement, except in the event of medical emergencies, familial crises, and/ or relocation. Full or partial refunds are provided at the discretion of the Association.
   d. Licensees are not permitted to assign, sublet, or in any other fashion transfer their Garden Plot License Agreement to any other party or their right to use the Garden Plot assigned to the Licensee for its individuals use.
   e. Reston Association may cancel this License Agreement for any cause at any time without notice up to and including the date of the reservation. Any fees paid will be refunded if cancellation by Reston Association occurs prior to commencement of this License Agreement period.
   f. Reston Association reserves the right to immediately suspend use of the premises, without notice, and require Licensee, his/her guests and invitees to vacate the premises if there is any breach of this License Agreement or its terms or conditions, any violation of Federal, State or local law or any violation of the Association’s rules, or damage to property, with no refund of the use fee, if conditions or circumstances warrant suspension within the sole discretion of the Board or Staff or other authorized representative of the Reston Association. If the Licensee fails to abate any disturbing activities when requested to do so, the Board or Staff of the Association, or other authorized Association representatives are authorized and directed to terminate the use of Garden Plot and/or to call the Fairfax County Police. A partial refund, if any, is in the Board’s discretion if use is suspended for reasons other than rules violations or damages. The full use fee shall be refunded if the application is not approved, except as otherwise provided herein.

2. GARDEN PLOT USE RULES.
   a. All Garden Plots must be worked (cleared to the ground of weeds and soil turned) prior to May 1st every year. Any Garden Plots not worked by this date will be offered to someone from the Association’s Garden Plot Waiting List. The Reston Association reserves the right to inspect any and all Garden Plots at any time throughout the year.
   b. Licensees are required to contact the Reston Association if he/she is unable to maintain their Garden Plot.
   c. Garden Plot Licensees must perform weed control through the term of the License Agreement.
   d. Association Staff reserves the right to cancel or terminate a Garden Plot License Agreement and revoke any License granted if it is determined in the Staff’s sole discretion that a Licensee has allowed his Garden Plot to become overgrown or has abandoned his Garden Plot at any time during the year. In such cases, the Garden Plot will be offered to someone from the Association’s Garden Plot Waiting List.
   e. Trash cans provided by the Association may not be used to dispose of organic material. All weeds, sod, soil, grass, and other plant debris must be placed in the compost bins provided except invasive exotic plants.
   f. Compost bins are located at each Garden Plot area but are not to be used to dispose of wood or other lumber, weed cloth, plastic, wire, or any other non-organic gardening materials. Such materials are to be placed in the trash cans provided.
   g. Licensees are not permitted to place yard debris from their private property in the compost bins.
   h. Licensees shall ensure that all fencing, irrigation materials, tools, and plants are confined within the boundaries of their Garden Plot.
   i. Except in the Lake Anne Garden Plot area, Licensees are not permitted to use synthetic pesticides or synthetic chemical fertilizers in their Garden Plot.
   j. The following rules regarding animal control in Association Garden Plot areas shall apply to all Licensees:
      i. The use of an appropriate sized snap trap (lethal trap) is permitted for mice, rats, and voles but no other wildlife. No other traps or any snares of any kind are permitted.
      ii. The use of poison bait or any other type of poison is strictly prohibited.
      iii. Except as provided in 2.j.i. above, the killing or maiming of any animal by any means will be reported to the Fairfax County Police and Game Warden.
   k. Theft or the unauthorized use of tools or vegetables from other Licensees’ Garden Plots is prohibited and will be reported to Fairfax County Police.
   l. Gardening supplies (i.e., wood chips, leaves, manure) may not be placed in any other location except the Licensee’s Garden Plot.
   m. The spreading of leaves, woodchips, carpet, or other materials on the shared paths is not permitted.
   n. Plants must be kept within each individual Licensee’s marked Garden Plot area.
   o. No structures, within the individual plots, can be built over six (6) feet tall.
   p. New pressure-treated wood is not permitted for installation in Garden Plots, including raised beds, compost bins, fencing, borders, etc.
   q. Only legal plant species can be grown in the Garden Plots.
   r. Licensees must wear appropriate attire including but not limited to shirts, pants and shoes while working or visiting the Garden Plot areas.
   s. Alcoholic beverages are not permitted in the Garden Plot areas.
   t. Reston Association shall not be liable for any damage to individual Garden Plots due to routine Garden Plot pathway mowing.
   u. Licensees must shut the main gate and spin the lock code after entering the Garden Plot Area.
   v. Licensees must be present when watering their assigned Garden Plot. sprinklers or watering that infringes on neighboring or adjacent plots or on Garden Plot pathways is prohibited.
   w. Carpets are not permitted in Garden Plot areas due to leaching of synthetic chemicals.
   x. Licensees are permitted the use of temporary greenhouse structures, installed no earlier than October 15. Such structures shall be taken down and properly stored prior to April 30. Dates match Virginia Tech’s frost dates. The materials used shall be tidy, not ripped or broken and shall be kept neatly. Once the structures are taken down, they must be laid on the side of the garden plot in a neat pile or removed all together from the plot. Other than cold frames (transparent, low to the ground enclosed structures) no glass shall be used in the garden plot.

If you have maintenance questions regarding your Garden Plot, please call 703-435-6552.

Reston Association – Garden Plot License Agreement
12250 Sunset Hills Road, Reston, VA. 20190-3228 Phone: 703-437-7658 Fax: 703-435-6555 www.reston.org
WHEREAS, the Board of Directors is responsible for the administration and operation of the
Association consistent with the amended provisions of the Reston Documents; and

WHEREAS, Section III.2(d) of the First Amendment to the Deed of Amendment to the Deeds of
Dedication of Reston (“Amended Reston Deed”) delineates that it is a purpose of the Association to
promote the peace, health, comfort, safety, and general welfare of the Members; and

WHEREAS, Section III.2(e) of the Amended Reston Deed delineates that it is a purpose of the
Association to do any and all lawful things and acts that it, in its discretion, may deem to be for the
benefit of the Property and the Owners and inhabitants thereof; and

WHEREAS, Section I.1(n) of the Amended Reston Deed defines “Common Area” as all real
property and improvements thereon owned or leased by the Association for the common use and
enjoyment of the Members; and

WHEREAS, Section IV.2(a) of the Amended Reston Deed gives the Board of Directors the right
to establish, adopt, enforce, and repeal Rules and Regulations and set reasonable admission and
other fees for the use of the Common Area and participation in Association programs; and

WHEREAS, Section IV.2(b) of the Amended Reston Deed gives the Board of Directors the right
to assess charges against a Member for any violation of the Deed, the Bylaws, or Rules and
Regulations for which the Member or his family members, tenants, guests, or other invitees are
responsible; and

WHEREAS, the Association operates and maintains a Recreational Vehicle Central Park,
hereinafter (“RVCP”) for the use and benefit of the Members, and others, as permitted by the Board
of Directors.

NOW, THEREFORE, BE IT RESOLVED, that the following rules shall govern the use of the
RVCP:

1. Reserving a RVCP Space
   
   a. The Association’s RVCP is available for reservation to any individual, group or entity,
      hereinafter (“Renter”).
   
   b. First priority goes to Members and Reston-based groups or entities.
   
   c. To reserve and secure a RVCP space for private use, Renters must:
i. Complete a RVCP Rental Agreement (Addendum A). Such agreement shall delineate the responsibilities of the Renter and the Association including liability/waiver requirements and a deposit/payment schedule.

ii. Renters must pay all fees and deposits prior to the use of a RVCP space.

2. RVCP Use Rules

   a. The RVCP spaces are to be used solely by the Renter and solely for the parking of the item described in the RVCP Agreement.

   b. The Association reserves the right to move any vehicle in a RVCP space in order to perform maintenance or to access utility easements. The Association will attempt to notify the Renter prior to moving the vehicle.

   c. Utility companies reserve the right to move any vehicle parked in a RVCP space in an emergency. The Association will notify the Renter that the vehicle has been towed.

   d. Renters are required to notify the Association if the vehicle parking in the RVCP space provided is different than that which was described in the RVCP Agreement.

   e. All vehicles must fit within size allocated for the RVCP space, within the space markers, and must have a valid RVCP Decal.

   f. Only current state registered vehicles may be stored at the RVCP.

   g. Renters are not permitted to store other items or materials (i.e., tires, racks, extra parts) in their RVCP spaces.

   h. RVCP spaces must be maintained in an orderly and safe manner.

   i. No repairs or maintenance may be preformed on vehicles in the RVCP area.

   j. All pets must be leashed.

   k. Renters are not permitted to make alterations to their RVCP spaces.

3. Rules Enforcement Association Staff are authorized to enforce the RVCP Use rules outlined in this Resolution. Staff may ask Renters to vacate a RVCP space for inappropriate behavior or disregard of the rules. Disputes regarding the use of the RVCP will be heard by the Legal Committee.

4. RVCP Damages
a. Use of a RVCP space undergoing maintenance or which is closed for any other reason is prohibited.

b. Anyone who damages a RVCP space or the fixtures therein shall be liable and responsible for all damage including the costs of repair caused by or related to their actions or activities.

**ATTEST:** Resolution was adopted at a Regular Meeting of the Reston Association’s Board of Directors held on September 28, 2006.

_Cate L. Fulkerson_

Assistant Secretary
WHEREAS, the Board of Directors is responsible for the administration and operation of the Association consistent with the amended provisions of the Reston Documents; and

WHEREAS, Section III.2(d) of the First Amendment to the Deed of Amendment to the Deeds of Dedication of Reston ("Amended Reston Deed") delineates that it is a purpose of the Association to promote the peace, health, comfort, safety, and general welfare of the Members; and

WHEREAS, Section III.2(e) of the Amended Reston Deed delineates that it is a purpose of the Association to do any and all lawful things and acts that it, in its discretion, may deem to be for the benefit of the Property and the Owners and inhabitants thereof; and

WHEREAS, Section I.1(n) of the Amended Reston Deed defines “Common Area” as all real property and improvements thereon owned or leased by the Association for the common use and enjoyment of the Members; and

WHEREAS, Section IV.2(a) of the Amended Reston Deed gives the Board of Directors the right to establish, adopt, enforce, and repeal Rules and Regulations and set reasonable admission and other fees for the use of the Common Area and participation in Association programs; and

WHEREAS, Section IV.2(b) of the Amended Reston Deed gives the Board of Directors the right to assess charges against a Member for any violation of the Deed, the Bylaws, or Rules and Regulations for which the Member or his family members, tenants, guests, or other invitees are responsible; and

WHEREAS, the Association maintains baseball and soccer fields ("Ballfields") that are part of the Common Area of Reston for the use and benefit of the Members; and

WHEREAS, the cost of Upkeep of these Ballfields is borne by the Members of Reston Association through their payment of an annual assessment; and

WHEREAS, many organizations, teams or other groups ("Groups") desire to use the Ballfields for sports or other activities; and

WHEREAS, not all Group members are Members of the Association; and
WHEREAS, the Board of Directors wishes to mandate that priority in scheduling the Ballfields should be provided to Groups composed primarily of Reston Association Members; and

WHEREAS, the Board of Directors wishes to mandate that Non-Members and outside third party groups who desire to use the Ballfields should contribute to the costs of maintaining the Ballfields.

NOW, THEREFORE, BE IT RESOLVED, that the following rules shall govern the scheduling of and fees collected for the use of the Association’s Ballfields:

1. Reserving a Ballfield.
   a. The Association’s Ballfields are available for reservation to any individual, group, or entity, hereinafter (“Licensee”), subject to the approval of the Association.
   b. To reserve and secure a Ballfield for private use Licensees must:
      i. Complete a Ballfield Rental Contract in a form substantially similar to Addendum A, such final form to be at the discretion of the Association’s Staff. Such contract shall delineate the terms and conditions for Licensee’s use of Ballfields as enumerated in section 2 of this Resolution.
      ii. Pay all required fees and deposits prior to the use of a Ballfield.
   c. The Association at any time and without prior notice reserves the right to cancel a Ballfield Rental Contract in instances where the Association requires the use of a Ballfield. The Association shall make every attempt to find an alternate location for the Licensee.

2. Terms and Conditions for Ballfield Use.
   a. Waivers, Liability, and Payment Terms.
      i. Reston Association shall not be liable for any bodily injury or death to, or loss or damage to any personal property of the Licensee or its members, guests, invitees or players. Reston Association shall not be liable for any injuries to the extent that such injuries are covered by Licensee’s or other individuals’ private, medical or property insurance. Licensee agrees to indemnify Reston Association and hold Reston Association harmless against any claims arising out of Licensee’s, its members’, guests’, and invitees’, or players’ use of the Ballfields or other premises.
      ii. All fees and deposits will be paid prior to the use of a Ballfield. There will be a $35 charge for each check returned by the bank.
iii. At least 3 days notice must be given to Reston Association prior to cancellation of a one-time rental. Licensees with monthly rentals must provide 30 days notice prior to the cancellation of the Contract. Failure to comply with this notice requirement will result in the loss of the deposit.

iv. Reston Association may cancel a Contract for any cause at any time without notice up to and including the date of the rental. Any deposit will be refunded if cancellation by Reston Association occurs prior to commencement of the rental period. In instances where Reston Association requires a Ballfield that has been rented, Reston Association will make every attempt to find another location for the rental to take place.

v. Reston Association reserves the right to immediately suspend use of the Ballfield, without notice, and require Licensee, its guests, and invitees to vacate the premises during or at the time of the function if there is any breach of a Contract or its terms or conditions; any violation of Federal, State or local law; inclement weather or other emergency; any violation of the Association’s rules; or damage to property, with no refund of the use fee, if conditions or circumstances warrant suspension within the sole discretion of the Board or Staff or other authorized representative of the Reston Association. If the Licensee during the use of the Ballfield fails to abate noise, excessively loud music or any other noxious or disturbing activities when requested to do so, the Board or Staff of the Association, or other authorized Association representatives are authorized and directed to terminate the event and use of the Ballfield and/or to call the Fairfax County Police. A partial refund, if any, is in the Board’s discretion if use is suspended for reasons other than rules violations or damages. The full security deposit and use fee shall be refunded if use is suspended by the Association prior to the start of the function or if the application is not approved, except as otherwise provided in the Contract.

b. Licensee Responsibilities.

i. Licensee must not enter the Ballfield any earlier than the approved scheduled time or leave later than scheduled time of the Contract. Licensee is encouraged to allow time in their rental request for set-up and clean-up.

ii. Licensee is required to report to Reston Association any Ballfield damage as soon as possible.

iii. Licensee during and immediately after use shall police the Ballfield picking-up and removing any debris or trash. Trash must be bagged and placed in the dumpsters provided. No regular trash is permitted in recycling containers.

c. Ballfield Use Rules. The following rules shall be applicable to any user:
i. Ballfields are reserved on a first come, first served basis. Groups of 40 or more, including participants and spectators, are required to reserve a Ballfield by executing the Ballfield Rental Contract with Reston Association, whether associated with a league or not. The full size soccer fields at Lake Newport (2) and Hunters Woods Park require a contract for Groups of 20 or more, including participants and spectators.

ii. Contract holders get priority use of Ballfields.

i. Users may not lease, assign, or sub-lease Ballfields or the right to use Ballfields to others.

ii. Reston Association is not responsible for any items left on premises.

iii. Home team is responsible for trash pick-up after practices and games and ensuring the visitor team (baseball fields) rakes ball fields after practices or games.

iv. Users must comply with all Federal, State, and Local laws or ordinances.

v. Users must comply with all Reston Association Deed Restrictions and Rules and Regulations.

i. Ballfield rental hours are from 7 am to dusk (10 pm for lighted facilities).

ii. Glass containers are not permitted on Ballfield grounds. Recycling is encouraged through the use of Reston Association provided containers.

iii. Open fires are not permitted on the Ballfields.

iv. Pets are not permitted on the active playing areas of the Association’s Ballfields.

v. No smoking is allowed at the Ballfields or within 50-feet of any portion of a Ballfield.

vi. No alcohol is permitted at the Ballfields or within 50-feet of any portion of a Ballfield.

vii. Use of a Ballfield undergoing maintenance or which is closed for any other reason is prohibited.

viii. Anyone who damages a Ballfield or the fixtures therein shall be liable and responsible for all damage including the costs of repair caused by or related to their actions or activities.

d. Ballfield Scheduling & Fees.

i. The Association will have sole discretion over the scheduling of the use of the Ballfields and will use its best efforts to do so in a fair and unbiased manner that will take into consideration:

1. the percentage of Reston Association Members in each Licensee’s group;

2. the size of each group;

3. the need to permit Ballfield use by a balance of adult and youth groups; and

4. the need to permit Ballfield use by a balance of current and new users.

ii. In order to avoid overbooking Ballfields, the Association shall allot “rain dates” for each Season to each Licensee who has a Reston Association approved Ballfield Rental
Contract and has paid the required Ballfield Use Fees. The number of rain dates granted will be twenty percent (20%) of the total number of days that the Ballfield is reserved by a Licensee for games.

iii. All Ballfield Licensees shall submit, no later than two weeks prior to commencement of its license period, a detailed schedule of games and practices for the upcoming season, including the intended use dates of the Ballfields. Failure to provide such schedule may result in cancellation or termination of the License.

iv. In such cases where conflicts arise between existing or prospective Licensees, the Association shall initiate discussions between each of the parties in an attempt to come to a mutually satisfactory arrangement on allocation of Ballfields and times. Nonetheless, in all situations the decision of the Reston Association is final with regard to Ballfield use.

v. Each Licensee seeking to use a Ballfield shall pay a “Field Use Fee” for each adult or youth group member who is not a Member of Reston Association and who will use the Ballfield.

vi. The Field Use Fee shall be such an amount as the Reston Association Board of Directors considers reasonable. Said payment shall be made to Reston Association prior to the start of the Spring/Summer Season or the Autumn Season for the then-current calendar year.

vii. Reston Association may amend the Field Use Fee at any time and from time to time.

viii. In no event shall any Licensee apportion the amount of any Field Use Fee to any Reston Association Member who is a member of the Licensee’s group.

ix. Together with its payment, each Licensee shall submit a group membership roster which shall:

1. include the name, address, and telephone number of each Group member; and
2. identify each Non-Member of Reston Association. Only those Members on the roster may use the Ballfield with no substitution allowed.

x. The Association reserves the right to require each Licensee to provide a copy of the photo identification of each adult group member.

xi. The failure of a Licensee to submit the total amount of Field Use Fees owed in a timely manner shall be grounds for denying the Licensee future use of the Association’s Ballfields, including the current season.

3. **Rules Enforcement** Association Staff are authorized to enforce the rules outlined in this Resolution. Any violation of these rules subjects user or Licensee to immediate ejection from the Ballfield and immediate cancellation of the Rental Contract. Staff may ask users or
Licensees to leave a Ballfield for inappropriate behavior or disregard of the rules. Disputes regarding Ballfields will be heard by the Legal Committee.

ATTEST: Resolution was adopted at a Regular Meeting of the Reston Association’s Board of Directors held on September 28, 2006; and amended on July 24, 2008; and amended on July 31, 2014.

____________________
Assistant Secretary

July 31, 2014
Ballfield Rental Contract

1. Licensee: ____________________________________________________________

2. Facility Requested: __________________________________________________

<table>
<thead>
<tr>
<th>Day(s) Requested</th>
<th>Time(s) Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monday</td>
<td></td>
</tr>
<tr>
<td>Tuesday</td>
<td></td>
</tr>
<tr>
<td>Wednesday</td>
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<tr>
<td>Thursday</td>
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<tr>
<td>Friday</td>
<td></td>
</tr>
<tr>
<td>Saturday</td>
<td></td>
</tr>
<tr>
<td>Sunday</td>
<td></td>
</tr>
</tbody>
</table>

3. Activity Date(s) & Time(s): ___________________________________________

4. Activity to be Held: _________________________________________________

5. Name of Representative of Licensee with Authority to Bind Licensee:

<table>
<thead>
<tr>
<th>Address of Representative:</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Please include Street Name,</td>
</tr>
<tr>
<td>City, State and Zip Code)</td>
</tr>
<tr>
<td>Telephone Contact:</td>
</tr>
<tr>
<td>Email Address:</td>
</tr>
</tbody>
</table>

6. What will be the maximum number of participants using the Ballfield?

7. FOR OFFICE USE ONLY

<table>
<thead>
<tr>
<th>Rental Type</th>
<th>Number of Hours/Length of Rental</th>
<th>X Fee</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adult Group</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Youth Group</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Cost =</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

8. For Long-Term Licensees:

<table>
<thead>
<tr>
<th>Amount Due in Full:</th>
<th>Date Due:</th>
<th>Amount Due Per Month:</th>
<th>Monthly Date Due:</th>
</tr>
</thead>
</table>

The undersigned certifies that he/she has the authority to and is authorized to sign for and on behalf of the Licensee. By execution of this contract, Licensee and its designated representative agree to abide by and be bound by the representations made and the Terms and Conditions of this Contract including the provisions listed on the reverse side, as incorporated herein. Licensee agrees to be fully responsible for and to indemnify the Reston Association for any and all damages to the facility caused by the Licensee’s or the Licensee’s use of the Ballfield. This Contract does not become binding until executed by the Reston Association.

Signature of Licensee _______ Licensee Title ____ Date _______

Contract Approved By _______ Reston Association Title __ Date ______

Reston Association - Ballfield Rental Contract
12001 Sunrise Valley Drive, Reston, VA 20191-3404
Telephone: 703-435-6530 Fax: 703-435-6516 Website: www.reston.org

1
WAIVERS, LIABILITY AND PAYMENT TERMS.

a. Reston Association shall not be liable for any bodily injury or death to, or loss or damage to any personal property of the Licensee or its guests, unless such injury or damage is caused directly by the gross negligence or willful misconduct of Reston Association. Reston Association shall not be liable for any injuries to the extent that such injuries are covered by private, medical or property insurance. Licensee agrees to indemnify Reston Association and hold Reston Association harmless against any claims arising out of Licensee’s, its guests’ and invitees’ use of the premises.

b. All fees and deposits will be paid prior to the use of a Ballfield. There will be a $35 charge for each check returned by the bank.

c. At least 3 days notice must be given to Reston Association prior to cancellation of a one-time rental. Licensees with monthly rentals must provide 30 days notice prior to the cancellation of the Contract. Failure to comply with this notice requirement will result in the loss of the deposit.

d. Reston Association may cancel a Contract for any cause at any time without notice up to and including the date of the rental. Any deposit will be refunded if cancellation by Reston Association occurs prior to commencement of the rental period. In instances where Reston Association requires a Ballfield that has been rented, Reston Association will make every attempt to find another location for the rental to take place.

e. Reston Association reserves the right to immediately suspend use of the Ballfield, without notice, and require Licensee, its guests and invitees to vacate the premises during or at the time of the function if there is any breach of a Contract or its terms or conditions, any violation of Federal, State or local law or any violation of the Association’s rules, or damage to property, with no refund of the use fee, if conditions or circumstances warrant suspension within the sole discretion of the Board or Staff or other authorized representative of the Reston Association. If the Licensee fails to abate noise, excessively loud music or any other disturbing activities when requested to do so, the Board or Staff of the Association, or other authorized Association representatives are authorized and directed to terminate the event and use of the Ballfield and/or to call the Fairfax County Police. A partial refund, if any, is in the Board’s discretion if use is suspended for reasons other than rules violations or damages. The full security deposit and use fee shall be refunded if use is suspended by the Association prior to the start of the function or if the application is not approved, except as otherwise provided in the Contract.

2. LICENSEE RESPONSIBILITIES.

a. Licensee must not enter the Ballfield any earlier than the approved scheduled time or leave later than scheduled time of the Contract. Licensee is encouraged to allow time in their rental request for set-up and clean-up.

b. Licensee is required to report to Reston Association any Ballfield damage AS SOON AS POSSIBLE by contacting 703-435-6530.

c. Trash must be bagged and placed in the dumpsters provided. No regular trash is permitted in recycling containers.

3. BALLFIELD USE RULES.

a. Ballfields are reserved on a first come, first served basis. Groups of 40 or more, including participants and spectators, are required to reserve a Ballfield by executing the Ballfield Rental Contract with Reston Association, whether associated with a league or not.

b. Contract holders get priority use of Ballfields.

a. Users may not lease or sub-lease Ballfields to others.

b. Reston Association is not responsible for any items left on premises.

c. Users must comply with all Federal, State and Local laws or ordinances.

d. Users must comply with all Reston Association Deed Restrictions and Rules and Regulations.

e. Ballfield rental hours are from 7 am to dusk (10 pm for lighted facilities).

g. Glass containers are not permitted on Ballfield grounds. Recycling is encouraged through the use of Reston Association provided containers.

f. Open fires are not permitted on the Ballfields.

i. Use of a Ballfield undergoing maintenance or which is closed for any other reason is prohibited.

j. Anyone who damages a Ballfield or the fixtures therein shall be liable and responsible for all damage including the costs of repair caused by or related to their actions or activities.

4. BALLFIELD SCHEDULING & FEES.

a. The Association will schedule use of the Ballfields in a fair and unbiased manner that will take into consideration: i) the percentage of RA Members in each Licensee’s group; ii) the size of each group; iii) the need to permit Ballfield use by a balance of adult and youth groups; and iv) the need to permit Ballfield use by a balance of current and new users.

b. In order to avoid the overbooking Ballfields, the Association shall allot “rain dates” for each Season to each Licensee who has a Reston Association approved Ballfield Rental Contract and has paid the required Ballfield Use Fees. The number of rain dates granted will be twenty percent (20%) of the total number of days that the Ballfield is reserved by a Licensee for games.

c. In such cases where conflicts arise between existing or prospective Licensees, the Association shall initiate discussions between each in an attempt to come to a mutually satisfactory arrangement on allocation of Ballfields and times. In all cases the Association shall have the final decision on Ballfield allocation.

d. Each Licensee seeking to use a Ballfield shall pay a “Field Use Fee” for each adult group member who is not a Member of Reston Association and who will use the Ballfield.

e. The Field Use Fee shall be an amount as the Reston Association Board of Directors considers reasonable. Said payment shall be made to Reston Association prior to the start of the Spring/Summer Season or the Autumn Season for the then-current calendar year.

f. Reston Association may amend the Field Use Fee at any time and from time to time.

g. In no event shall any Licensee apportion the amount of any Field Use Fee to any Reston Association Member who is a member of the Licensee’s group.

h. Together with its payment, each Licensee shall submit a group membership roster which shall: i) include the name, address, and telephone number of each Group member; and ii) identify each Non-Member of Reston Association. Only those Members on the roster may use the Ballfield with no substitution allowed.

i. The Association reserves the right to require each Licensee to provide a copy of the photo identification of each adult group member.

j. The failure of a Licensee to submit the total amount of Field Use Fees owed in a timely manner shall be grounds for denying the Licensee future use of the Association’s Ballfields including the current season.

IN CASE OF EMERGENCY CALL 703-435-6530.
WHEREAS, the Board of Directors is responsible for the administration and operation of the Association consistent with the amended provisions of the Reston Documents; and

WHEREAS, Section III.2(d) of the First Amendment to the Deed of Amendment to the Deeds of Dedication of Reston (“Amended Reston Deed”) delineates that it is a purpose of the Association to promote the peace, health, comfort, safety, and general welfare of the Members; and

WHEREAS, Section III.2(e) of the Amended Reston Deed delineates that it is a purpose of the Association to do any and all lawful things and acts that it, in its discretion, may deem to be for the benefit of the Property and the Owners and inhabitants thereof; and

WHEREAS, Section I.1(n) of the Amended Reston Deed defines “Common Area” as all real property and improvements thereon owned or leased by the Association for the common use and enjoyment of the Members; and

WHEREAS, Section IV.2(a) of the Amended Reston Deed gives the Board of Directors the right to establish, adopt, enforce, and repeal Rules and Regulations for the use of the Common Area; and

WHEREAS, Chapter 11 of the Code of Virginia delineates the requirements for managing Estray and Drift Property.

NOW, THEREFORE, BE IT RESOLVED, that the following rules shall govern the manner in which the Association takes possession and dispose of abandoned boats and vessels on the Common Area:

1. Any boat or vessel found on the Common Area unattended or drifting unattended on a Lake or Pond shall be considered “abandoned.”

2. All abandoned boats and vessels shall be removed from the Common Area and stored at the Association’s Central Services Facility, 12250 Sunset Hills Road, Reston, Virginia 20190.

3. The Association shall not be responsible for removing abandoned boats or vessels from Cluster or private property. Such boats and vessels must be removed by the Cluster or property owner.

4. Boats that are in poor or unsafe condition (i.e., hull is rotted, cracked, or has holes) will be disposed of as prescribed in section 5 - 7 of this Resolution.

5. The Association shall contact and provide information to Fairfax County Police of any abandoned boat or vessel found on the Common Area.
6. Reston Association shall maintain an abandoned Boat/Vessel Registration File which will include a photograph, detailed description, ID or serial number of the Boat/vessel, date and location the vessel was found. In addition, the record shall include a copy of the newspaper notice advertising the discovery of the vessel.

7. The Association shall make a good faith effort to locate the owner of the vessel.

8. The Association reserves the right to dispose of all abandoned boats and vessels that are not claimed in accordance with applicable law.

ATTEST: Resolution was adopted at a Regular Meeting of the Reston Association’s Board of Directors held on September 28, 2006.

Cate L. Fulkerson

____________________________________
Assistant Secretary
WHEREAS, the Board of Directors is responsible for the administration and operation of the Association consistent with the amended provisions of the Reston Documents; and

WHEREAS, Section III.2(d) of the First Amendment to the Deed of Amendment to the Deeds of Dedication of Reston ("Amended Reston Deed") delineates that it is a purpose of the Association to promote the peace, health, comfort, safety, and general welfare of the Members; and

WHEREAS, Section III.2(e) of the Amended Reston Deed delineates that it is a purpose of the Association to do any and all lawful things and acts that it, in its discretion, may deem to be for the benefit of the Property and the Owners and inhabitants thereof; and

WHEREAS, the Fairfax County Police Department, Fire Department, and Animal Control Warden have requested authority to go upon the Association's Common Areas in pursuit of their responsibilities for law enforcement and emergency services.

NOW, THEREFORE, BE IT RESOLVED, that governmental law enforcement officers, animal control wardens, rescue squad personnel, and fire fighting personnel are hereby authorized to enforce, and to take all action reasonably attendant upon the enforcement of all laws, ordinances and regulations, be they of the Commonwealth of Virginia or the County of Fairfax, dealing with the safety, security and welfare of persons or property, public or private, upon the Common Area and facilities of the Association, including without limitation all lakes and dams, tennis court complexes, swimming pool complexes, community buildings, picnic pavilions, pathways/walkways, playing fields and all other open spaces, parks and facilities.

ATTEST: Resolution was adopted at a Regular Meeting of the Reston Association’s Board of Directors held on September 28, 2006.

Cate L. Fulkerson

Assistant Secretary
WHEREAS, the Board of Directors is responsible for the administration and operation of the Association consistent with the amended provisions of the Reston Documents; and

WHEREAS, Section III.2(d) of the First Amendment to the Deed of Amendment to the Deeds of Dedication of Reston (“Amended Reston Deed”) delineates that it is a purpose of the Association to promote the peace, health, comfort, safety, and general welfare of the Members; and

WHEREAS, Section III.2(e) of the Amended Reston Deed delineates that it is a purpose of the Association to do any and all lawful things and acts that it, in its discretion, may deem to be for the benefit of the Property and the Owners and inhabitants thereof; and

WHEREAS, Section I.1(n) of the Amended Reston Deed defines “Common Area” as all real property and improvements thereon owned or leased by the Association for the common use and enjoyment of the Members; and

WHEREAS, Section IV.2(a) of the Amended Reston Deed gives the Board of Directors the right to establish, adopt, enforce, and repeal Rules and Regulations and set reasonable admission and other fees for the use of the Common Area and participation in Association programs; and

WHEREAS, Section IV.2(b) of the Amended Reston Deed gives the Board of Directors the right to assess charges against a Member for any violation of the Deed, the Bylaws, or Rules and Regulations for which the Member or his family members, tenants, guests, or other invitees are responsible; and

WHEREAS, the Association maintains a Campfire Ring that is part of the Common Area of Reston for the use and benefit of the Members; and

NOW, THEREFORE, BE IT RESOLVED, that the following rules shall govern the use of the Association’s Walker Nature Education Center (“WNEC”) Multipurpose Room, Pavilion and Campfire Ring:

1. Reserving WNEC Facilities.
   a. The Association’s WNEC Facilities are available for reservation pursuant to a License Agreement to any individual, group or entity, hereinafter (“Licensee”).
   b. To reserve a WNEC Facility for private use Licensees must complete a WNEC Facility Rental-License Agreement in a form substantially similar to Addendum A, such final form of which is to be determined periodically at the discretion of the Association’s Staff. Such Rental-License Agreement shall delineate the terms and conditions for Licensee’s use of WNEC Facilities as enumerated in section 2 of this Resolution.
2. Waivers and Liability
   a. Reston Association (RA) shall not be liable for any bodily injury or death to, or loss or damage to any personal property of the Licensee or its guests, unless such injury or damage is caused directly by the gross negligence or willful misconduct of RA. RA shall not be liable for any injuries to the extent that such injuries are covered by private, medical or property insurance. Licensee agrees to indemnify RA and hold RA harmless against any claims arising out of Licensee’s, its guests’ and invitees’ use of the premises.

   b. RA reserves the right to supervise all functions and inspect any and all boxes, packages, bags, handbags, purses, backpacks or other containers of any sort brought into or within the Walker Nature Center and its grounds (WNC). Licensee shall be responsible for any damages or other liability caused or sustained as a result of their use of the WNC, or any portion thereof, and any costs, expenses, or damages sustained by RA will be charged directly to the Licensee and, if a Member, to the account of the Licensee, as if such cost, expense or damage was an Assessment under the Reston Association Deed.

   c. Minors, at all times, while in the WNC or any portion thereof, must be under the supervision of an adult responsible for the minor’s behavior and conduct. Licensee shall be responsible for the action and behavior of all minors, guests or invitees using the WNC, or any portion thereof.

3. Payment Terms
   a. All fees and deposits will be paid prior to the use of a facility. There will be a $35 charge for each check returned by the bank.

   b. A $100 security deposit, unless waived, and a completed Rental/License Agreement are required from all Licensees to make a reservation and hold an event in the WNC, and to cover damages and cleaning. The security deposit or balance thereof, if any, will be returned if there are no charges for damages or cleaning, which occurred as a result of Licensee’s use of the WNC. The security deposit or balance thereof, if any, will be returned, within fourteen (14) business days following the event.

   c. The Rental/License Agreement must be signed by an individual, who is an official representative of the Licensee, having the authority to bind the Licensee.

   d. Payment in full is due no later than five (5) business days prior to the date of the WNC reservation

   e. Two weeks’ notice is requested for a change or cancellation. Seven (7) days’ notice must be given to RA prior to a change and/or cancellation of a one-time rental. Failure to comply with these requirements will result in the loss of the security deposit. If no security deposit is collected, then the rental fee will be forfeited.

   f. RA may cancel this agreement, with or without cause, at any time, without notice, up to and including the date of the rental. Any security deposit will be refunded if cancellation by RA occurs prior to commencement of the rental period. In instances where RA requires a
community facility that has been rented, RA will make every attempt to find another RA community facility for the rental to take place.

g. RA reserves the right to immediately suspend use of the premises, without notice, and require Licensee, its guests and invitees to vacate the premises during or at the time of the function if there is any breach of this Rental/License Agreement or its terms or conditions, any violation of Federal, State or local law or any violation of the Association’s rules, or damage to property, with no refund of the use fee, if conditions or circumstances warrant suspension within the sole discretion of the Board or Staff or other authorized representative of the Reston Association. If the Licensee fails to abate noise, excessively loud music or any other disturbing activities when requested to do so, the Board or Staff of the Association, or other authorized Association representatives are authorized and directed to terminate the event and use of the Room/Pavilion and/or to call the Fairfax County Police. A partial refund, if any, is in the Board’s discretion if use is suspended for reasons other than rules violations or damages. The full security deposit and use fee shall be refunded if use is suspended by the Association prior to the start of the function or if the application is not approved, except as otherwise provided herein.

h. RA strictly forbids Licensees from reserving the WNC for the purpose of leasing it to another party. Such “third-party reservation” shall result in all parties involved losing their current and future reservation privileges.

i. Security deposits, room fees, and any miscellaneous fees as delineated in the Rental/License Agreement may be waived by RA on a case-by-case basis.

4. Licensees Responsibilities.
   a. Licensees must not enter the Multi-Purpose Room, Picnic Pavilion, or Fire Ring any earlier than the approved scheduled time or leave later than scheduled time of this Rental/License Agreement. Reservation requests must include time for set-up and clean-up.
   b. Report to Reston Association any damage to the premises AS SOON AS POSSIBLE by contacting 703-476-9689.
   c. Chairs, tables and picnic tables must be returned to original storage location.
   d. Trash must be bagged and placed in the dumpsters provided. No regular trash is permitted in recycling containers.
   e. Floor areas must be swept and spills mopped up.
   f. Doors and windows must be locked and checked upon leaving.
   g. Only blue painters tape is permitted for the display of any decorations, signs or flyers. Failure to comply will result in loss of the security deposit.
   h. The stapling or thumb tacking of decorations or materials to ceilings, walls, tables or posts is not permitted.
   i. Helium balloons and confetti are not permitted.
j. RA is not responsible for any items left on premises.

k. Licensee may not lease or sub-lease WNC to others.

l. Licensee must conform to the Fairfax County noise ordinance. **Amplified music is not permitted outdoors. No disc jockeys.** Music should not be audible outside of the building.

m. Licensee agrees to and must comply with all Federal, State and Local laws or ordinances.

n. Licensee agrees to and must comply with all Reston Association Deed Restrictions rules and regulations, and resolutions, as provided on the RA website: https://www.reston.org/AboutRestonAssociation/Governance/RAGoverningDocumentsOverview/tabid/209/Default.aspx.

5. **Food And Beverage**
   a. If food and/or beverage are to be served, Licensee is responsible for organizing all food and beverage service for the event.
   
b. If alcoholic beverages are to be served at the event, information regarding this fact of condition must be clearly set forth on and in the Rental/License Agreement executed by the Licensee; otherwise, alcoholic beverages are prohibited. If serving alcoholic beverages, the Licensee shall be solely responsible for obtaining and shall obtain any and all necessary and required permits or licenses, including an ABC license from the Virginia ABC (refer to http://www.abc.virginia.gov/). A copy of any necessary and required permits or licenses must be submitted to RA at least five (5) business days prior to the event. Alcoholic beverages are not permitted outside of pre-approved areas.
   
c. Non-alcoholic beverages may be served for any event; however, RA is not responsible for providing beverages.
   
d. All refreshment items are expected to be removed and properly attended by the Licensee by the end of the event.

6. **WNC Multi-Purpose Room Use Rules.**
   a. Multi-purpose room rental hours are from 8 a.m. to 11 p.m. Licensee must conform to posted maximum capacities at all times.
   
b. Open flames are not permitted in the WNC. Only flameless candles are permitted.
   
c. Multi-purpose Room access keys and/or codes can be obtained within 2 weeks of your event date at the WNC. A $20 key deposit is required for all licensees.

7. **WNC Picnic Pavilion Use Rules.**
   a. Exclusive use of picnic pavilions requires an executed Rental/License Agreement.
   
b. Picnic Pavilion rental hours are from 8 a.m. to 10 p.m.
c. Glass containers are not permitted on pavilion grounds. Please recycle using the provided containers.
d. Grills and open fires are not permitted. Only flameless candles are permitted.
e. Bagged trash must be deposited in the onsite dumpster.

8. **Fire Ring Rules.**
   a. Campfire rental hours are from 9 AM to 10 PM.
   b. Licensees must bring their own wood for burning and water to extinguish the fire when you are finished. Camp fires may not be left unattended.
   c. Campfires are prohibited if the National Weather Service issues a fire weather watch or a red flag warning for Fairfax County. Go to www.erh.noaa.gov to find out if a fire weather alert has been issued for this area.
   d. Per Fairfax County fire policy, campfires are prohibited before 4 p.m. from February 15 through April 30. For County regulations on recreational fires, see [http://www.fairfaxcounty.gov/fr/prevention/recfires.htm](http://www.fairfaxcounty.gov/fr/prevention/recfires.htm).

**ATTEST:** Resolution was adopted at a Regular Meeting of the Reston Association’s Board of Directors held on October 23, 2008; and amended on June 23, 2016.

[Signature]
Assistant Secretary
Walker Nature Center Facility Rental/License Agreement

1. Licensee: ____________________________________________________________

2. Facility Requested: □ WNC Multi-purpose Room □ WNC Pavilion □ WNC Fire Ring

3. Activity Date(s) & Time(s): ____________________________________________

4. Activity to be Held: __________________________________________________

5. Name of Representative of Licensee with Authority to Bind Licensee:
   ________________________________________________________________

   Address of Representative: (Please include Street Name, City, State and Zip Code)
   ________________________________________________________________

   Telephone Contact: ________________________________________________

   Email Address: ____________________________________________________

6. Will Alcoholic Beverages be made available? Yes ______ No ______

   If alcoholic beverages are to be made available, an ABC Permit is required to be submitted to the Reston Association (RA) at least five (5) days prior to the event - See: http://www.abc.state.va.us/. Licensee is solely responsible for applying for and obtaining any necessary ABC permit(s) as required by law.

7. Will the event be open to the public? Yes ______ No ______

8. What will be the maximum number of participants attending the event? ______

   FOR OFFICE USE ONLY

   Reservation Type  □ Member/Reston Nonprofit  □ Non-Resident/Non-Reston Nonprofit  □ Corporate
   Facility          □ MP Room         □ Pavilion   □ Fire Ring
   Length/Hours Needed Facility Fee _____ x _____ Hours Needed = Total Cost:

   Staff Initial & Date: __________

   Multipurpose Room Only:
   Security Deposit ($100) + Key Deposit ($20) = $120
   Collected (Date & Initial): __________ Returned (Date & Initial): __________

   The undersigned certifies that he/she has the authority to and is authorized to sign for and on behalf of the Licensee. By execution of this Rental/License Agreement, Licensee and its designated representative agree to abide by and be bound by the representations made and the Terms and Conditions of this Rental/License Agreement including the provisions listed on the reverse side, as incorporated herein. Licensee agrees to be fully responsible for and to indemnify the Reston Association for any and all damages to the facility caused by the Licensee’s or the Licensee’s use of the Walker Nature Center Facility. This Rental/License Agreement does not become binding until executed by the Reston Association.

   Signature of Licensee ___________________________ Licensee Title ___________ Date __________

   Contract Approved By ___________________________ Reston Association Title ___________ Date __________
WALKER NATURE CENTER FACILITY RENTAL/LICENSE AGREEMENT TERMS & CONDITIONS

1. Waivers And Liability
   a. Reston Association (RA) shall not be liable for any bodily injury or death to, or loss or damage to any personal property of the Licensee or its guests, unless such injury or damage is caused directly by the gross negligence or willful misconduct of RA. RA shall not be liable for any injuries to the extent that such injuries are covered by private, medical or property insurance. Licensee agrees to indemnify RA and hold RA harmless against any claims arising out of licensee's, its guests' and invitees' use of the premises.
   b. RA reserves the right to supervise all functions and inspect any and all boxes, packages, bags, handbags, purses, backpacks or other containers of any sort brought into or within the Walker Nature Center and its grounds (WNC). Licensee shall be responsible for any damages or other liability caused or sustained as a result of their use of the WNC, or any portion thereof, and any costs, expenses, or damages sustained by RA will be charged directly to the Licensee and, if a Member, to the account of the Licensee, as if such cost, expense or damage was an Assessment under the Reston Association Deed.
   c. Minors, at all times, while in the WNC or any portion thereof, must be under the supervision of an adult responsible for the minor's behavior and conduct. Licensee shall be responsible for the action and behavior of all minors, guests or invitees using the WNC, or any portion thereof.

2. Payment Terms
   a. All fees and deposits will be paid prior to the use of a facility. There will be a $35 charge for each check returned by the bank.
   b. A $100 security deposit, unless waived, and a completed Rental-License Agreement are required from all Licensees to make a reservation and hold an event in the WNC, and to cover damages and cleaning. The security deposit or balance thereof, if any, will be returned if there are no charges for damages or cleaning, which occurred as a result of Licensee's use of the WNC. The security deposit or balance thereof, if any, will be returned, within fourteen (14) business days following the event.
   c. The Rental-License Agreement must be signed by an individual, who is an official representative of the Licensee, having the authority to bind the Licensee.
   d. Payment in full is due no later than five (5) business days prior to the date of the WNC reservation.
   e. Two weeks’ notice is requested for a change or cancellation. Seven (7) days’ notice must be given to RA prior to a change and/or cancellation of a one-time rental. Failure to comply with these requirements will result in the loss of the security deposit. If no security deposit is collected, then the rental fee will be forfeited.
   f. RA may cancel this agreement, with or without cause, at any time, without notice, up to and including the date of the rental. Any security deposit will be refunded if cancellation by RA occurs prior to commencement of the rental period. In instances where RA requires a community facility that has been rented, RA will make every attempt to find another RA community facility for the rental to take place.
   g. RA reserves the right to immediately suspend use of the premises, without notice, and require Licensee, its guests and invitees to vacate the premises during or at the time of the function if there is any breach of this Rental/License Agreement or its terms or conditions, any violation of Federal, State or local law or any violation of the Association’s rules, or damage to property, with no refund of the use fee, if conditions or circumstances warrant suspension within the sole discretion of the Board or Staff or other authorized representative of the Reston Association. If the Licensee fails to abate noise, excessively loud music or other offenses requested to do so, the Board or Staff of the Association, or other authorized Association representatives are authorized and directed to terminate the event and use of the Room/Pavilion and/or to call the Fairfax County Police. A partial refund, if any, is in the Board's discretion if use is suspended for reasons other than rules violations or damages. The full security deposit and use fee shall be refunded if use is suspended by the Association prior to the start of the function or if the application is not approved, except as otherwise provided herein.
   h. RA strictly forbids Licensees from reserving the WNC for the purpose of leasing it to another party. Such “third-party reservation” shall result in all parties involved losing their current and future reservation privileges.
   i. Security deposits, room fees, and any miscellaneous fees as delineated in the Rental/License Agreement may be waived by RA on a case-by-case basis.

3. Licensees Responsibilities
   a. Licensees must not enter the Multi-Purpose Room, Picnic Pavilion, or Fire Ring any earlier than the approved scheduled time or leave later than scheduled time of this Rental/License Agreement. Reservation requests must include time for set-up and clean-up.
   b. Report to Reston Association any damage to the premises AS SOON AS POSSIBLE by contacting 703-476-9689.
   c. Chairs, tables and picnic tables must be returned to original storage location.
   d. Trash must be bagged and placed in the dumpsters provided. No regular trash is permitted in recycling containers.
   e. Floor areas must be swept and spills mopped up.
   f. Doors and windows must be locked and checked upon leaving.
   g. Only blue painters tape is permitted for the display of decorations, signs or flyers. Failure to comply will result in loss of security deposit.
   h. Bagged trash must be deposited in the onsite dumpster.
   i. Licensee must not lease or sub-lease WNC to others.
   j. Licensee must conform to the Fairfax County noise ordinance. Amplified music is not permitted outdoors. No disc jockey. Music should not be audible outside of building.
   k. Licensee agrees to and must comply with all Federal, State and Local laws or ordinances.
   l. Licensee agrees to and must comply with all Reston Association Deed Restrictions rules and regulations, and resolutions, as provided on the RA website: https://www.reston.org/AboutRestonAssociation/Governance/RAGoverningDocumentsOverview/tabid/209/Default.aspx

4. Food And Beverage
   a. If food and/or beverage are to be served, Licensee is responsible for organizing all food and beverage service for the event.
   b. If alcoholic beverages are to be served at the event, information regarding this fact of condition must be clearly set forth on and in the Rental/License Agreement executed by the Licensee; otherwise, alcoholic beverages are prohibited. If serving alcoholic beverages, the Licensee shall be solely responsible for obtaining and shall obtain any and all necessary and required permits or licenses, including an ABC license from the Virginia ABC (refer to http://www.abc.virginia.gov/). A copy of any necessary and required permits or licenses must be submitted to RA at least five (5) business days prior to the event.
   c. RA strictly forbids Licensees from reserving the WNC for the purpose of leasing it to another party. Such “third-party reservation” shall result in all parties involved losing their current and future reservation privileges.
   d. All refreshment items are expected to be removed and properly attended by the Licensee by the end of the event.

5. WNC Multi-Purpose Room Use Rules.
   a. Multi-purpose room rental hours are from 8 a.m. to 11 p.m. Licensee must conform to posted maximum capacities at all times.
   b. Open flames are not permitted in the WNC. Only flameless candles are permitted.
   c. Multi-purpose Room access keys and/or codes are available within 2 weeks of your event date at the WNC. A $20 key deposit is required for all licensees.

6. WNC Picnic Pavilion Use Rules.
   a. Exclusive use of picnic pavilions requires an executed Rental-License Agreement.
   b. Picnic Pavilion rental hours are from 8 a.m. to 10 p.m.
   c. Glass containers are not permitted on pavilion grounds. Please recycle using the provided containers.
   d. Grills and open fires are permitted. Only flameless candles are permitted.
   e. Bagged trash must be deposited in the onsite dumpster.

7. Fire Ring Rules.
   a. Campfire rental hours are from 9 AM to 10 PM.
   b. Licensees must bring their own wood for burning and water to extinguish the fire when you are finished. Camp fires may not be left unattended.
   c. Campfires are prohibited if the National Weather Service issues a fire weather watch or a red flag warning for Fairfax County. Go to www.erh.noaa.gov to find out if a fire weather alert has been issued for this area.
   d. Per Fairfax County fire policy, campfires are prohibited before 4 p.m. from February 15 through April 30. For County regulations on recreational fires, see http://www.fairfaxcounty.gov/fr/prevention/recfires.htm

Fee Schedule

<table>
<thead>
<tr>
<th>Fee Type</th>
<th>Multi-purpose Room</th>
<th>Picnic Pavilion</th>
<th>Fire Ring</th>
</tr>
</thead>
<tbody>
<tr>
<td>RA Member</td>
<td>$35/hour</td>
<td>$25/hour</td>
<td>$35/hour</td>
</tr>
<tr>
<td>Non-Resident</td>
<td>$55/hour</td>
<td>$35/hour</td>
<td>$40/hour</td>
</tr>
<tr>
<td>Non-Resident Non-Profit</td>
<td>$80/hour</td>
<td>$55/hour</td>
<td>$45/hour</td>
</tr>
</tbody>
</table>

IN CASE OF EMERGENCY, CALL 703-476-9689.

Reston Association Walker Nature Center Rental/License Agreement
11450 Glade Dr, Reston, VA. 20191
Telephone: 703-476-9689 Fax: 703-935-5675 Email: naturecenter@reston.org
WHEREAS, the Board of Directors is responsible for the administration and operation of the Reston Association (“Association”) consistent with the amended provisions of the Reston Documents; and

WHEREAS, Section III.2(d) of the First Amendment to the Deed of Amendment to the Deeds of Dedication of Reston (“Amended Reston Deed”) delineates that it is a purpose of the Association to promote the peace, health, comfort, safety, and general welfare of the Members; and

WHEREAS, Section III.2(e) of the Amended Reston Deed delineates that it is a purpose of the Association to do any and all lawful things and acts that it, in its discretion, may deem to be for the benefit of the Property and the Owners and inhabitants thereof; and

WHEREAS, Section I.1(n) of the Amended Reston Deed defines “Common Area” as all real property and improvements thereon owned or leased by the Association for the common use and enjoyment of the Members; and

WHEREAS, Section IV.2(a) of the Amended Reston Deed gives the Board of Directors the right to establish, adopt, enforce, and repeal Rules and Regulations and set reasonable admission and other fees for the use of the Common Area and participation in Association programs; and

WHEREAS, Section IV.2(b) of the Amended Reston Deed gives the Board of Directors the right to assess charges against a Member for any violation of the Deed, the Bylaws, or Rules and Regulations for which the Member or his family members, tenants, guests, or other invitees are responsible; and

WHEREAS, Section IV.2(d) of the Amended Reston Deed gives the Board of Directors the right to permit Non-Members to use the recreational facilities of the Association and other Common Area; and

WHEREAS, the Association maintains the Headquarters Conference Center which is part of the Common Area of Reston for the use and benefit of the Members; and

NOW, THEREFORE, BE IT RESOLVED, that the following rules shall govern the use of the Association’s Headquarters Conference Center:

1. Reserving the Conference Center.
   a. The Association’s Conference Center is available for reservation pursuant to a Rental-License Agreement to any individual, group or entity, hereinafter (“Licensee”).
   b. To reserve a room (or rooms) in the Conference Center for private use Licensees must complete a Conference Center and Rooms Rental-License Agreement in a form substantially similar to Addendum A, such final form of which is to be determined periodically at the discretion of the Association’s Staff. Such Rental-License Agreement shall delineate the terms and conditions for Licensee’s use of the Conference Center as enumerated in section 2 of this Resolution.
2. Waivers and Liability.
   a. Reston Association (RA) shall not be liable for any bodily injury or death, or loss or damage to any personal property of the Licensee or its guests, unless such injury or damage is caused directly by the gross negligence or willful misconduct of RA. RA shall not be liable for any injuries to the extent that such injuries are covered by private, medical or property insurance. Licensee agrees to indemnify RA and hold RA harmless against any claims arising out of Licensee’s, its guests’ and invitees’ use of the premises.

   b. RA reserves the right to supervise all functions and inspect any and all boxes, packages, bags, handbags, purses, backpacks or other containers of any sort brought into or within the Conference Center. Licensee shall be responsible for any damages or other liability caused or sustained as a result of their use of the Conference Center, or any portion thereof, and any costs, expenses, or damages sustained by RA will be charged directly to the Licensee and, if a Member, to the account of the Licensee, as if such cost, expense or damage was an Assessment under the Reston Association Deed.

   c. Minors, at all times, while in the Conference Center or any portion thereof, must be under the supervision of an adult responsible for the minor’s behavior and conduct. Licensee shall be responsible for the action and behavior of all minors, guests or invitees using the Conference Center, or any portion thereof.

3. Payments, Deposits, and Cancellations.
   a. All fees and deposits will be paid prior to the use of a facility. There will be a $35 charge for each check returned by the bank.

   b. A $100 security deposit, unless waived, and a completed Rental/License Agreement are required from all Licensees to make a reservation and hold an event in the Conference Center, and to cover damages and cleaning. For short term Licensees of the Conference Center, the security deposit or balance thereof, if any, will be returned if there are no charges for damages or cleaning, which occurred as a result of Licensee’s use of the Conference Center. The security deposit or balance thereof, if any, will be returned, within fourteen (14) business days following the event. For long term Licensees of the Conference Center, one month’s rent is required as a security deposit at time of contract initiation. The security deposit of one month’s rent will be used either toward the final month’s rent or will be used to cover the current month’s rent if payment is not received by the 7th of the month. If the security deposit is used to cover the current month’s rent, Licensee must pay an additional one month’s rent as a security deposit, to be used either towards the final month’s rent or to cover a future month’s rent if payment is not received by the 7th of the month. This additional security deposit of one month’s rent must be received within ten (10) business days or before the payment due date (7th of the month), whichever comes first. If the additional security deposit is not received, further use of the Conference Center will be immediately suspended. A long term Licensee is defined as an organization or individual that uses the Conference Center for at least three consecutive months, with multiple uses per each month.
c. The Rental/License Agreement must be signed by an individual, who is an official representative of the Licensee, having the authority to bind the Licensee.

d. Payment in full is due no later than five (5) business days prior to the date of the Conference Center reservation.

e. Two weeks’ notice is requested for a change or cancellation. Seven (7) days’ prior notice must be given to RA prior to a change and/or cancellation of a one-time rental, and long-term Licensees must provide thirty (30) days’ notice prior to a change and/or cancellation of the Rental Contract/License Agreement. Failure to comply with these requirements will result in the loss of the security deposit.

f. RA may cancel this agreement, with or without cause, at any time, without notice, up to and including the date of the rental. Any security deposit will be refunded if cancellation by RA occurs prior to commencement of the rental period. In instances where RA requires a community facility that has been rented, RA will make every attempt to find another RA community facility for the rental to take place.

g. RA reserves the right to immediately suspend use of the premises, without notice, and require the Licensee, its guests and invitees to vacate the premises during or at the time of the event if there is any breach of the Rental/License Agreement or its terms and conditions, any violation of Federal, State or local law, any violation of RA’s rules or damage to property, with no refund of the use fee. If the Licensee fails to abate noise or any other disturbing activities when requested to do so, RA or its authorized representative is directed to terminate the event and use of the Conference Center or, if needed, call the Fairfax County Police. A partial refund, if any, is at the sole discretion of RA if use is suspended for reasons other than rules violations or damages. The full security deposit and use fee shall be refunded if use is suspended by RA prior to the start of the event or if the application is not approved, except as otherwise provided herein.

h. RA strictly forbids Licensees from reserving the Conference Center for the purpose of leasing it to another party. Such “third-party reservation” shall result in all parties involved losing their current and future reservation privileges.

i. Security deposits, room fees, and any miscellaneous fees as delineated in the Rental/License Agreement may be waived by RA on a case-by-case basis.

4. Licensee Responsibilities.

a. Licensees must not enter the Conference Center earlier than the approved scheduled time or leave later than the scheduled time. Reservation requests must include time for set-up and clean-up.

b. If Audio Visual (AV) equipment is required for the event, the Licensee must indicate such in the Rental/License Agreement. AV equipment is available and can be leased for a one-time fee per reservation date per item requested. Available equipment includes, but is not limited to projectors and drop screens, LCD televisions, and wireless microphones.
c. RA will work with the Licensee to provide a functional arrangement for the room; however, RA may need to make modifications as necessary.

d. The occupancy limit of the Conference Center is 173 persons. Any event exceeding the occupancy limit at any time shall be immediately terminated and cancelled with no refund of the use fee or security deposit.

e. All events and clean-up must be completed by the end of the event. Licensee is responsible for all clean-up. Trash and recycling receptacles are located in each room of the Conference Center. Licensees are directed to use the appropriate recycling containers provided.

f. A Licensee is not permitted to remove chairs, tables or other equipment from the Conference Center.

g. Only blue painters tape is permitted for the display of any peripheral signs or flyers. Failure to comply will result in loss of the security deposit.

h. The stapling or thumb tacking of decorations or materials to ceilings, walls, tables or posts is not permitted.

i. Open flames are not permitted. Only flameless candles are permitted.

j. If use of the Conference Center pantry is required, such use must be noted in the Rental/License Agreement. If not noted, the pantry will not be available on the reservation date.

k. Smoking is prohibited within all RA buildings and is in effect within a fifty (50) foot wide perimeter around the exterior of any building or common area.

l. Licensee agrees to and must comply with all Federal, State and local laws and ordinances.

m. Licensee agrees to and must comply with all RA deed restrictions, rules and regulations, and resolutions, as provided on the RA website: https://www.reston.org/AboutRestonAssociation/Governance/RAGoverningDocumentsOverview/tabid/209/Default.aspx.

n. Licensee shall report to RA any damage to the Conference Center as soon as possible by calling (703) 435-6530 or speaking with a representative at the front desk during business hours.

5. Food and Beverages.

a. If food and/or beverage are to be served, Licensee is responsible for organizing all food and beverage service for the event.

b. Pantry use includes, but is not limited to refrigerator, coffee machine, disposable cutlery, microwave, and coffee and tea supplies.

c. If alcoholic beverages are to be served at the event, information regarding this fact of condition must be clearly set forth on and in the Rental/License Agreement executed by the Licensee; otherwise, alcoholic beverages are prohibited. If serving alcoholic beverages, the Licensee shall be solely responsible for obtaining and shall obtain any and all necessary and
required permits or licenses, including an ABC license from the Virginia ABC (refer to http://www.abc.virginia.gov/). A copy of any necessary and required permits or licenses must be submitted to RA at least five (5) business days prior to the event. Alcoholic beverages will absolutely not be permitted or allowed outside of the Conference Center.

d. Non-alcoholic beverages may be served for any event; however, RA is not responsible for providing beverages.

e. All refreshment items are expected to be removed and properly attended to by the Licensee by the end of the event.

6. Usage Times.

a. Conference Center is available primarily for community and civic organization meetings, including business meetings of such entities, workshops, non-profit events and community and civic organization training sessions. The Conference Center is not available for birthday parties, church services, childcare services, weddings, showers or receptions.

b. The Conference Center can be reserved year-round Monday through Sunday from 8 a.m. until 10 p.m.

c. RA follows Fairfax County Government closings for inclement weather. In such cases, RA’s Conference Center will be closed and any event scheduled will be cancelled. RA will contact the Licensee to notify them of the cancellation. If the event is cancelled due to inclement weather, RA shall not be liable. Licensees shall be refunded security deposits, room fees, and any miscellaneous fees as delineated in the Rental/License Agreement for the date of the event.

ATTEST: Resolution was adopted at a Regular Meeting of the Reston Association’s Board of Directors held on December 16, 2010; and amended on June 23, 2016.

__________________________
Assistant Secretary
Headquarters Conference Center and Room Rental/License Agreement

1. Licensee: ____________________________________________________________

2. Event Date(s) & Time(s): ______________________________________________

3. Event to be Held: ______________________________________________________

4. Name of Event: ________________________________________________________

5. Name of Representative of Licensee with Authority to Bind Licensee: _________________
   Address of Representative (Please include Street Name, City, State and Zip Code):
   __________________________________________________________
   __________________________________________________________

6. Will Alcoholic Beverages be made available? Yes ☐ No ☐
   If alcoholic beverages are to be made available, an ABC Permit is required to be submitted to the Reston Association (RA) at least five (5) business days prior to the event. See: http://www.abc.state.va.us/. Licensee is solely responsible for applying and obtaining any necessary ABC permit(s) as required by the law.

7. Will beverages (other than water) be served? Yes ☐ No ☐

8. Will food be served? Yes ☐ No ☐

9. Will use of the pantry be required? Yes ☐ No ☐

10. Will use of AV equipment (projector or LCD TV) be required? Yes ☐ No ☐

11. Will a laptop be needed? Yes ☐ No ☐

12. Will the event be open to the public? Yes ☐ No ☐

13. What will be the maximum number of attendees at the event? __________

FOR OFFICE USE ONLY

<table>
<thead>
<tr>
<th>Reservation Type</th>
<th>☐ Member</th>
<th>☐ Non-Resident</th>
<th>☐ Corporate</th>
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</thead>
<tbody>
<tr>
<td>Type of Event</td>
<td>☐ 1 Room</td>
<td>☐ 2 Rooms</td>
<td>☐ 3 Rooms</td>
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<tr>
<td>Length/Hours Needed</td>
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<td>Security Deposit</td>
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<tr>
<td>Pantry Use</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Food Fee</td>
<td>$50</td>
<td></td>
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<tr>
<td>Beverage Fee</td>
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<tr>
<td>Projector Use</td>
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<tr>
<td>LCD TV Use</td>
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</tr>
<tr>
<td>Wireless Microphones</td>
<td>$35 x Number of Microphones =</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Amount Due By: ________________________

Total Cost = ________________________

FOR LONG TERM LICENCEES: Amount Due Per Month: ________________________ Monthly Date Due: By the 7th day of the month

The undersigned certifies that he/she has the authority and is authorized to sign for and on behalf of the Licensee. By execution of this Rental/License Agreement, Licensee and its designated representative agree to abide by and be bound by the representations made and the terms and conditions of this Rental/License Agreement, including the provisions listed on the reverse side, which are incorporated herein. Licensee agrees to be fully responsible for and to indemnify RA for any and all damages to the Conference Center caused by the Licensee or the Licensee’s use of the Conference Center, AV equipment, fixtures, furniture, and others items therein. This Rental/License Agreement does not become binding until executed by the RA.

Signature of Licensee: ________________________ Licensee Printed Name / Title: ________________________ Date: ________________________

Signature of Reston Association Official: ________________________ Reston Association Name/Title: ________________________ Date: ________________________
CONFERENCE CENTER RENTAL/LICENSE AGREEMENT TERMS AND CONDITION

1. Waivers and Liability.
   a. Reston Association (RA) shall not be liable for any bodily injury or death, or loss or damage to any personal property of the Licensee or its guests, unless such injury or damage is caused directly by the gross negligence or willful misconduct of RA. RA shall not be liable for any injuries to the extent that such injuries are covered by private, medical or property insurance. Licensee agrees to indemnify RA and hold RA harmless against any claims arising out of Licensee’s, its guests’ and invitees’ use of the premises.
   b. RA reserves the right to supervise all functions and inspect any and all boxes, packages, bags, handbags, purses, backpacks or other containers of any sort brought into or within the Conference Center. Licensee shall be responsible for any damages or other liability caused or sustained as a result of their use of the Conference Center, or any portion thereof, and any costs, expenses, or damages sustained by RA will be charged directly to the Licensee and, if a Member, to the account of the Licensee, as if such cost, expense or damage was an Assessment under the Reston Association Deed.
   c. Minors, at all times, while in the Conference Center or any portion thereof, must be under the supervision of an adult responsible for the minor’s behavior and conduct. Licensee shall be responsible for the injuries, losses, and behavior of all minors, guests or invitees using the Conference Center, or any portion thereof.

2. Payments, Deposits, and Cancellations.
   a. All fees and deposits will be paid in full to the order of the applicable company. There will be a $35 charge for each check returned by the bank.
   b. A $100 security deposit, unless waived, and a completed Rental/License Agreement are required from all Licensees to make a reservation and hold an event in the Conference Center, and to cover damages and cleaning. For short term Licensees of the Conference Center, the security deposit or balance thereof, if any, will be returned if there are no charges for damages or cleaning, which occurred as a result of Licensee’s use of the Conference Center or for any deficiency in the security deposit, if any, will be returned, within fourteen (14) business days following the event. For long term Licensees of the Conference Center, one month’s rent is required as a security deposit at time of contract initiation. The security deposit of one month’s rent will be used either toward the final month’s rent or will be used to cover the current month’s rent if payment is not received by the 7th of the month. This additional security deposit of one month’s rent must be received within ten (10) business days or before the payment due date (7th of the month) whichever comes first. If the additional security deposit is not received, further use of the Conference Center will be immediately suspended. A long term Licensee is defined as an organization or individual that uses the Conference Center for at least three consecutive months, with multiple uses per each month.
   c. The Rental/License Agreement must be signed by an individual, who is an official representative of the Licensee, having the authority to bind the Licensee.
   d. Payment in full is due no later than five (5) business days prior to the date of the Conference Center reservation.
   e. Two weeks’ notice is requested for a change or cancellation. Seven (7) days’ prior notice must be given to RA prior to a change and/or cancellation of a one-time rental, and long-term Licensees must provide thirty (30) days’ notice prior to a change and/or cancellation of the Rental Contract/License Agreement. Failure to comply with these requirements will result in the loss of the security deposit.
   f. RA may cancel this agreement, with or without cause, at any time, without notice, up to and including the date of the rental. Any security deposit will be refunded if cancellation by RA occurs prior to commencement of the rental period. In instances where RA requires a community facility that has been rented, RA will make every attempt to find another RA community facility for the rental to take place.
   g. RA reserves the right to immediately suspend use of the premises, without notice, and require the Licensee, its guests and invitees to vacate the premises during or at the time of the event if there is any breach of the Rental/License Agreement or its terms and conditions, any violation of Federal, State or local law, any violation of RA’s rules or damage to property, with no refund of the use fee. If the Licensee fails to abide no noise or any other disturbing activities when requested to do so, RA or its authorized representative is directed to terminate the event and use of the Conference Center or, if needed, call the Fairfax County Police. A partial refund, if any, is at the sole discretion of RA. Use of RA is suspended for reasons other than rules violations or damages. The full security deposit and use fee shall be refunded if use is suspended by RA prior to the start of the event or if the application is not approved, except as otherwise provided herein.
   h. RA strictly forbids Licensees from reserving the Conference Center for the purpose of leasing it to another party. Such “third-party reservation” shall result in all parties involved losing their current and future reservation privileges.
   i. Security deposits, room fees, and any miscellaneous fees as delineated in the Rental/License Agreement may be waived by RA on a case-by-case basis.

3. Licensee Responsibilities.
   a. Licensees must not enter the Conference Center earlier than the approved scheduled time or leave later than the scheduled time. Reservation requests must include time for set-up and clean-up.
   b. A $100 security deposit is required for the use of AV equipment. The Licensee must indicate such in the Rental/License Agreement. AV equipment is available and can be leased for a one-time fee per reservation date per item requested. Available equipment includes, but is not limited to projectors and drop screens, LCD televisions, and wireless microphones.
   c. RA will work with the Licensee to provide a functional arrangement for the room; however, RA may need to make modifications accordingly.
   d. The occupancy limit of the Conference Center is 173 persons. Any event exceeding the occupancy limit at any time shall be immediately terminated and cancelled with no refund of the use fee or security deposit.
   e. All events and clean-up must be completed by the end of the event. Licensee is responsible for all clean-up. Trash and recycling receptacles are located in each room of the Conference Center. Licensees are directed to use the appropriate recycling containers provided.
   f. A Licensee is not permitted to remove chairs, tables or other equipment from the Conference Center.
   g. Only blue painters tape is permitted for the display of any peripheral signs or flyers. Failure to comply will result in loss of the security deposit.
   h. The stapling or thumbtack of decorations or materials to ceilings, walls, tables or posts is not permitted.
   i. Open flames are not permitted. Only flameless candles are permitted.
   j. Use of the Conference Center pantry is required, such use must be noted in the Rental/License Agreement. If not noted, the pantry will not be available on the reservation date.
   k. Smoking is prohibited within all RA buildings and is in effect within a fifty (50) foot wide perimeter around the exterior of any building or common area.
   l. Licensee agrees to and must follow all RA deed restrictions, rules and regulations, and resolutions, as provided on the RA website: https://www.reston.org/AboutRestonAssociation/Governance/RAgoverningDocumentsOverview/tabid/209/Default.aspx
   m. Licensee agrees to and must comply with all RA deed restrictions, rules and regulations, and resolutions, as provided on the RA website:
   n. Licensee shall report RA any damage to the Conference Center as soon as possible by calling (703) 435-6530 or speaking with a representative at the front desk during business hours.

4. Food and Beverages.
   a. If food and/or beverage are to be served, Licensee is responsible for organizing all Food and beverage service for the event.
   b. Pantry use includes, but is not limited to refrigerator, coffee machine, disposable cutlery, microwave, and coffee and tea supplies.
   c. Alcoholic beverages are served at the event, the Licensee must indicate such in the Rental/License Agreement. AV equipment is available and can be leased for a one-time fee per reservation date per item requested. Available equipment includes, but is not limited to projectors and drop screens, LCD televisions, and wireless microphones.
   d. Alcohol licenses are required by the Virginia ABC (refer to http://www.abc.virginia.gov/). A copy of any necessary and required permits or licenses must be submitted to RA at least five (5) business days prior to the event. Alcohol beverages will absolutely not be permitted or allowed outside of the Conference Center.
   e. Non-alcoholic beverages may be served for any event; however, RA is not responsible for providing beverages.
   f. All refreshment items are expected to be removed and properly attended to by the Licensee by the end of the event.

5. Usage Times.
   a. The Conference Center is available primarily for community and civic organization meetings, including business meetings of such entities, workshops, non-profit events and community and civic organization training sessions. The Conference Center is not available for birthday parties, church services, childcare services, weddings, showers or receptions.
   b. The Conference Center can be reserved year-round Monday through Sunday from 8 a.m. until 10 p.m.
   c. RA follows Fairfax County Government closings for inclement weather. In such cases, RA’s Conference Center will be closed and any event scheduled will be cancelled. RA will contact the Licensee to notify them of the cancellation. If the event is cancelled due to inclement weather, RA shall not be liable. Licensees shall be refunded security deposits, room fees, and any miscellaneous fees as delineated in the Rental/License Agreement for the date of the event.

Fee Schedule

<table>
<thead>
<tr>
<th>Room Fees/Per/Hour</th>
<th>1 Room (1-35 People)</th>
<th>2 Rooms (36-65 people)</th>
<th>3 Rooms (66-100 people)</th>
</tr>
</thead>
<tbody>
<tr>
<td>RA Member or Reston Non-Profit</td>
<td>$30</td>
<td>$50</td>
<td>$70</td>
</tr>
<tr>
<td>Non-Resident or Non-Reston Non-Profit</td>
<td>$40</td>
<td>$60</td>
<td>$80</td>
</tr>
<tr>
<td>For Profit or Corporate</td>
<td>$50</td>
<td>$70</td>
<td>$90</td>
</tr>
</tbody>
</table>

Miscellaneous Fees:
- -- Security Deposit = $100 per reservation
- -- Parity Use = $12 per hour per day
- -- Food Fee = $50 per day
- -- Projector Use = $50 per projector set per day
- -- LCD TV Use = $50 per day
- -- Wireless Microphones = $35 per microphone per day

IN CASE OF EMERGENCY CALL (703) 435-6530

Reston Association - Headquarters Conference Center Rental/License
12001 Sunrise Valley Drive, Reston, VA. 20191-3404
Telephone: (703) 435-6530 Fax: (703) 435-6516
E-Mail: reservations@reston.org Website: www.reston.org
WHEREAS, the Board of Directors is responsible for the administration and operation of the Reston Association (“Association”) consistent with the amended provisions of the Reston Documents; and

WHEREAS, Section III.2(d) of the First Amendment to the Deed of Amendment to the Deeds of Dedication of Reston (“Amended Reston Deed”) delineates that it is a purpose of the Association to promote the peace, health, comfort, safety, and general welfare of the Members; and

WHEREAS, Section III.2(e) of the Amended Reston Deed delineates that it is a purpose of the Association to do any and all lawful things and acts that it, in its discretion, may deem to be for the benefit of the Property and the Owners and inhabitants thereof; and

WHEREAS, Section I.1(n) of the Amended Reston Deed defines “Common Area” as all real property and improvements thereon owned or leased by the Association for the common use and enjoyment of the Members; and

WHEREAS, Section IV.2(a) of the Amended Reston Deed gives the Board of Directors the right to establish, adopt, enforce, and repeal Rules and Regulations and set reasonable admission and other fees for the use of the Common Area and participation in Association programs; and

WHEREAS, Section IV.2 (d) of the Amended Reston Deed gives the Board of Directors the right to permit Non-Members to use the recreational facilities of the Association and other Common Area; and

WHEREAS, the Association desires to lease its Common Area and associated recreational elements to groups to hold special events.

NOW, THEREFORE, BE IT RESOLVED, that the following rules shall govern the lease of the Association’s Common Areas and associated recreation elements for special events:

1. Definitions.

   a. Special Event, shall mean and refer to a short term activity of no more than 1,000 participants including but not limited to festivals, triathlons, marathons, and walks that would be conducted on, either in whole or it part, on Common Areas.
b. Common Areas, for the purposes of this resolution, shall mean and refer to the following recreational elements of the Association or combinations thereof: Natural Areas, Play Meadows, Ballfields, Multi-Purpose Courts, Community Buildings, Picnic Pavilions, Pathways, and Parking Areas.

2. Reserving the Common Areas for Special Events.

a. The Association’s Common Areas and associated recreation facilities are available for reservation for Special Events pursuant to a Use Agreement to any individual, group or entity, hereinafter (“Licensee”).

b. To reserve a date for the use of Common Area, the Licensees must:

   i. Submit a request to the Director of Parks and Recreation indicating the date(s), times, locations and facilities (all that may apply), expected number of participants, number of vehicles or other equipment expected, the use of any third party contractors if applicable, the use of any specialized equipment if applicable (e.g. PA system, moon bounce), anticipated signs that may be used and the plan for cleanup. If the event will use pathways a map of the route is required.

   ii. Complete a Common Area Special Event Use Agreement (“Use Agreement”) in a form substantially similar to Addendum A, such final form of which is to be determined periodically at the discretion of the Association. Such Use Agreement shall delineate the terms and conditions for Licensee’s use of the Common Area and associated recreational elements, as enumerated in Section 2 of this Resolution.

   iii. Pay all required fees and deposits at least five business (5) days prior to the date of the actual use of the Common Area.

2. Terms and Conditions for Common Area Special Events.

a. Insurance, Waivers and Liability.

   i. Insurance Certificate naming the Association as additional insured and with such coverage types and amounts to be determined by the Association.

   ii. Except to the extent that the Association is negligent, the Association shall not be liable for any bodily injury or death to, or loss or damage to any personal property of the Licensee or its guests occurring as a result of the use of the Common Areas or any part thereof, by the Licensee. The Licensee by use of the Common Areas or any part thereof, agrees to indemnify the Association and hold the Association harmless...
against any claims arising out of Licensee’s, its guests’, and invitees’ use of the premises.

iii. The Association reserves the right to supervise all functions and inspect any and all boxes, packages, bags, handbags, purses, backpacks, or other containers of any sort brought into or within the Common Areas. Licensee shall be responsible for any damages to properties or injuries to persons or other liability caused or sustained as a result of their use of the Common Areas, or any portion thereof, and any costs, expenses, or damages sustained by the Association will be charged directly to the Licensee and, if a Member, to the account of the Licensee, as if such cost, expense or damage was an Assessment under the Reston Association Deed.

iv. Minors, at all times, while in the Common Areas or any portion thereof, must be under the supervision of an adult responsible for the minor’s behavior and conduct. Licensee shall be responsible for the action and behavior of all minors, guests or invitees using the Common Areas, or any portion thereof.

3. Payments, Deposits and Cancellations.

a. A $300 security deposit, unless waived, and a completed Use Agreement are required for all Common Areas reservations to cover damages and cleaning. The security deposit or balance thereof, if any, will be returned if there are no charges for cleaning or charges for damages which occurred as a result of Licensee’s use of the Common Areas. The deposit or balance thereof, if any, will be returned, within 14 business days following the event. A security deposit and completed Use Agreement are required to make a reservation and hold Special Events on the Common Areas.

b. The Use Agreement must be signed by an individual who is an official representative of the organization or entity having the authority to do so.

c. Payment in full is due no later than five (5) business days prior to the date of the Common Area reservation.
d. If a Special Event must be cancelled, the Association must be notified five (5) business days in advance. If no advance notice is received, the security deposit will be forfeited to and retained by the Association.

e. The Association reserves the right to immediately suspend use of the premises, without notice, and require the Licensee, its guests and invitees to vacate the premises during or at the time of the Special Event, if there is any breach of the Use Agreement or its terms and conditions; or any violation of Federal, State or local law; or any violation of the Association’s rules; or damage to property, with no refund of the use fee. If the Licensee fails to abate noise or any other disturbing activities when requested to do so, the Association or its authorized representative is authorized and directed to terminate the Special Event and use of the Common Area or, if needed, call the Fairfax County Police. A partial refund, if any, is at the sole discretion of the Association if use is suspended for reasons other than rules violations or damages. The full security deposit and use fee shall be refunded if use is suspended by the Association prior to the start of the Special Event or if the application is not approved, except as otherwise provided herein.

f. The Association strictly forbids Licensees from reserving the Common Area for the purpose of leasing it to another party. Such “third-party reservation” shall result in all parties involved losing their current and future reservation privileges.

g. Security deposits, use fees, any miscellaneous fees and other requirements as delineated in the Use Agreement may be waived by the Association on a case-by-case basis.

4. **Licensee Responsibilities**

a. Licensee agrees to and must comply with all Federal, State and local laws and ordinances, including the Fairfax County Noise Ordinance. Any required permits are the responsibility of the Licensee and the Association assumes no responsibility for any required permits or the Licensees lack of permits.

b. Food vendors/distributors --- Any vendors, food or otherwise, must possess a current permit from Fairfax County and provide evidence of at least five (5) days prior to the event. Each vendor must also be insured and provide the Association a certificate naming Reston Association as additional insured in the amounts prescribed by the Association.
c. If alcoholic beverages are to be served at the event, information regarding this fact must be clearly set forth on and in the License Agreement executed by the Licensee; otherwise, alcoholic beverages are prohibited. If serving alcoholic beverages, the Licensee shall be solely responsible for obtaining and shall obtain any and all necessary and required permits or licenses, including an ABC license from the Virginia ABC (refer to http://www.abc.virginia.gov/). A copy of any necessary and required permits or licenses must be submitted to the Association at least five (5) business days prior to the event. Alcoholic beverages will absolutely not be permitted or allowed outside of the Common Areas.

d. Parking mitigation Licensee is only authorized to park in Association owned or approved parking areas. Any parking beyond the Common Areas identified in the use agreement must be indicated to the Association. If, in the opinion of the Association, parking is deemed inadequate, and no other parking is available, either publicly or privately by permission and evidence of such provided to the Association, the Special Event request may be denied.

e. Licensees must not enter the Common Areas earlier than the approved scheduled time or leave later than the scheduled time. Reservation requests must include time for Special Event set-up and clean-up.

f. All Special Events and clean-up must be completed the same day the Special Event is held. The Licensee is responsible for all clean-up and costs thereof. The Association may, at its sole discretion, retain the security deposit for covering its costs for inadequate clean-up by the licensee.

g. Trash and recycling receptacles are located in the Common Areas; however, it will be the responsibility of the Licensee to provide evidence to the Association of trash and recycling capability if in the opinion of the Association, the Association’s on-site handling systems are deemed inadequate for the event.

h. Licensee agrees to and must comply with all Reston Association Deed Restrictions and Rules and Regulations.

i. Licensee shall report to the Association any damage to the Conference Center as soon as possible by calling (703) 435-6530 or speaking with an Association representative during business hours.

j. If the event is an athletic event (race, contest etc.) each participant must sign an Association waiver, which the Association will supply to the Licensee. If the event uses online registration well in advance of the event, Licensee should endeavor to make the
Association waiver part of the online registration process. If this does not occur, Licensee will be required to have each participant sign the Association waiver in advance of the event and provide all signed waivers to the Association.

5. Inclement Weather.
   a. The Association follows Fairfax County Government closings for inclement weather. In such cases, the Association’s Common Areas may be closed and any Special Event scheduled may be cancelled at the Association’s sole discretion. The Association will contact the Licensee to notify them of the cancellation. If the event is cancelled due to inclement weather the Association shall not be liable. Licensees shall be refunded security deposits, use fees, and any miscellaneous fees as delineated in the Use Agreement for the date of the event. An event may be postponed on the day of the event; however, Licensee acknowledges that any scheduled activities at the site that overlap with the subject event, due to any postponement, have precedence.

   a. Association staff is authorized to enforce the rules outlined in this Resolution. Any violation of these rules or of the Use Agreement subjects Licensee to immediate removal from the Common Area and concurrent revocation and termination of the Use Agreement. Staff may ask users or Licensees to leave the Common Area for inappropriate behavior or disregard for the rules, as set forth in Section VI.2 (b) of the Amended Reston Deed.
   b. Disputes regarding a Licensee’s use of the Common Area will be heard by the Association’s Legal Committee.

   a. Use of the Common Area when undergoing maintenance is prohibited.
   b. Anyone who damages the Common Area or the fixtures or equipment therein shall be liable and responsible for all damages, including the costs of repair or replacement caused by or related to their actions or activities.

ATTEST: Resolution was adopted at a Regular Meeting of the Reston Association’s Board of Directors held on September 27, 2012.

Cate L. Fulkerson
_____________________________________
Assistant Secretary
This License Agreement (hereinafter “Agreement” or “License Agreement”) is entered into by and between the Reston Association (“Licensor”) and _________________________ (Name and Type of Organization) (hereinafter “Licensee”).

For good and valuable consideration, the sufficiency and receipt of which is acknowledged, Licensor and Licensee hereby agree as follows:

1. Licensor hereby grants Licensee a non-exclusive revocable license to use the Licensed Area, described and defined below. Licensee’s use of the Licensed Areas shall be subject to the terms and conditions of this Agreement.

2. Facilities Requested: (Licensed Area) (Specify location and extent of facility which will be used; if necessary attach exhibit of facility and indicate area and facilities to be used.)

3. Activity Date(s) & Time(s): (Specify Date and Times; include Set-up and Break-down times.)

4. Nature of Activity to be Held:

5. Name of Contact Person of Licensee with Authority to Bind Licensee:

   Address of Licensee and Contact Information for Contact person: 
   (Please include Street Name, City, State and Zipcode)

   Telephone Contact: 
   Email Address:

6. Will Alcoholic Beverages be available? Yes  No  
If alcoholic beverages are to be consumed, an ABC Permit is required no less than three days prior to the event - See: http://www.abc.state.va.us/. Licensee is solely responsible for applying for and obtaining any necessary ABC permit(s) as required by law. [See Additional Terms on Reverse Side of this form]

7. Will the event be open to the public? Yes  No  
8. What will be the maximum number of participants attending the event?

9. Will there be any vehicles or other equipment present during the event? If so, please provide a description of the number of vehicles/other specialized equipment (PA system, moon bounce) as well as the intended use. Attach to form.

10. Will any third party contractors be used for the event (refreshments, crafts, games)? If so, please provide a description including contractor names and contact information. Attach to this form.

11. Will there be any event signage? If so, please provide a description of type of signage to be used and anticipated placement plan showing location and method by which signs will be displayed. Attach to form.

12. If the event will use pathways a map of the route is required. Attach to form.

<table>
<thead>
<tr>
<th>Facility Type</th>
<th>Number of Hours/Length of Rental</th>
<th>X Fee</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pavilion</td>
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<tr>
<td>Community Building</td>
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<tr>
<td>Ballfield/Multipurpose Court</td>
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<tr>
<td>Pool</td>
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<td>Tennis Courts</td>
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<tr>
<td>Key Deposit</td>
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</tbody>
</table>

Total Cost =

FOR OFFICE USE ONLY
Licensee shall pay Licensor a fee ("License Fee" of _______($) _________00) which sum shall be payable in its entirety no later than five (5) business days prior to the Event. In addition, Licensee agrees to pay for any and all costs or expenses incurred by Licensor related to or arising out of Licensee's use of the Licensed Area under this License Agreement. This provision shall survive the cancellation, expiration or termination of this License Agreement and the holding of this Event.

By execution of this License Agreement, the Licensee agrees to abide by and be bound by the representations made and the Terms and Conditions of this License Agreement including the provisions listed on the reverse side, which provisions are expressly incorporated by reference herein. Licensee agrees to be fully responsible for and to indemnify, reimburse, and hold Reston Association harmless from any and all claims, personal injuries, and property damages and any other damages arising out of the Licensee’s use of the Licensed Area or other Common Area. This License Agreement does not become binding until executed by the Reston Association.

<table>
<thead>
<tr>
<th>Signature of Licensee</th>
<th>Licensee Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Approved By</td>
<td>Reston Association Title</td>
<td>Date</td>
</tr>
</tbody>
</table>

Terms and Conditions Applicable to this License Agreement

1. INSURANCE, WAIVERS, LIABILITY AND PAYMENT TERMS.
   a. Reston Association shall not be liable for any bodily injury or death to, or loss or damage to any personal property of the Licensee or its guests. Reston Association shall not be liable for any injuries. Licensee agrees to indemnify, reimburse and hold Reston Association harmless against any claims arising out of use of the premises, including any and all claims or damage to persons or property. This provision shall survive the cancellation, expiration or termination of this License Agreement and the holding of this Event.
   b. All required fees and deposits at least five business (5) days prior to the date of the actual use of the Common Area. There will be a $35 charge for each check returned by the bank.
   c. A $300 security deposit, unless waived, and a completed License Agreement are required for all Common Areas reservations to cover damages and cleaning and is due upon execution of this License Agreement. The security deposit or balance thereof, if any, will be returned if there are no charges for cleaning or charges for damages which occurred as a result of Licensee’s use of the Common Areas. The deposit or balance thereof, if any, will be returned, within 14 business days following the event. A security deposit and completed Use Agreement are required to make a reservation and hold Special Events on the Common Areas.
   d. The License Agreement must be signed by an individual who is an official representative of the organization or entity having the authority to do so.
   e. Payment in full is due no later than five (5) business days prior to the date of the Common Area reservation.
   f. Security deposits, use fees, any miscellaneous fees and other requirements as delineated in the License Agreement may be waived by the Association on a case-by-case basis.
   g. If a Special Event must be cancelled, the Association must be notified five (5) business days in advance. If no advance notice is received, the security deposit will be forfeited and returned by the Association.
   h. The Association strictly enforces lease terms of the Common Area for the purpose of leasing it to another party. Such "third-party reservation" shall result in all parties involved losing their current and future reservation privileges. This License Agreement is for the benefit of the Licensee only and Licensee may not sublicense the Licensed Area or assign this License Agreement to any other person or entity, and any attempt to do so shall render this License Agreement null and void and revoked. Us of the Licensed Area for any purpose other than the Event described above shall render this License Agreement immediately null and void and revoked.
   i. Reston Association may cancel, terminate and/or revoke this License Agreement for any cause at any time without notice up to and including the date of the reservation. Any deposit will be refunded if cancellation by Reston Association occurs prior to commencement of the reservation period. In instances where Reston Association requires a community facility that has been reserved, Reston Association will make every attempt to find another location for the event to take place.
   j. The Association reserves the right to immediately suspend use of the Licensed Area, without notice, and require the Licensee, its guests and invitees to vacate the premises during or at the time of the Special Event, if there is any breach of the License Agreement or its terms and conditions; or any violation of Federal, State or local law; or any violation of the Association's rules; or damage to property, with no refund of the use fee. If the Licensee fails to abate noise or any other disturbing activities when requested to do so, the Association or its authorized representative is authorized and directed to terminate the Special Event and use of the Common Area or, if needed, call the Fairfax County Police. A partial refund, if any, is at the sole discretion of the Association if use is suspended for reasons other than rules violations or damages. The full security deposit and use fee shall be refunded if use is suspended by the Association prior to the start of the Special Event or if the application is not approved, except as otherwise provided herein.
   k. Licensee shall provide to Licensor an Insurance Certificate naming the Association as additional insured and with such coverage types and amounts to be determined by the Association at least five (5) business days prior to date the Event.
   l. The Association shall not be liable for any bodily injury or death to, or loss or damage to any personal property of the Licensee or its employees, invitees, and/or guests occurring as a result of the use of the Licensed Area or any part thereof, by the Licensee, his employees, invitees or guests. The liability by use of the Common Areas or any part thereof, agrees to indemnify the Association and hold the Association harmless against any and all claims, allegations or actions of causing damage, theft, or destruction of the Licensed Area, its guests, employee’s and invitees’ use of the Licensed Area or other Association premises. This provision shall survive the cancellation, expiration or termination of this License Agreement and the holding of this Event.
   m. The Association reserves the right to supervise all functions and inspect any and all boxes, packages, bags, handbags, purses, backpacks, or other containers of any sort brought into or within the Common Areas. Licensees shall be responsible for any damages to properties or injuries to persons or other liability caused or sustained as a result of their use of the Common Areas, or any portion thereof, and any costs, expenses, or damages sustained by the Association will be charged directly to the Licensee and, if a Member, to the account of the Licensee, as if such cost, expense or damage was an Assessment under the Reston Association Deed.
   n. Minors, at all times, while in the Common Areas or any portion thereof, must be under the supervision of an adult responsible for the minor’s behavior and conduct. Licensee shall be responsible for the action and behavior of all minors, guests or invitees using the License Area or other Association Common Areas, or any portion thereof. This provision shall survive the cancellation, expiration or termination of this License Agreement and the holding of the Event.

2. ADDITIONAL LICENSEE RESPONSIBILITIES.
   a. Licensee agrees to and must comply with all Federal, State and local laws and ordinances, including the Fairfax County Noise Ordinance. Any required
permits or licenses are the responsibility of the Licensee and the Association assumes no responsibility for any required permits/licenses or the Licensees lack of same. This provision shall survive the cancellation, expiration or termination of this License Agreement and the holding of this Event.

b. Food vendors/distributors — Any vendors, food or otherwise, must possess a current permit from Fairfax County and provide evidence of such at least five (5) days prior to the event. Each vendor must also be insured and provide the Association a certificate naming Reston Association as additional insured in the amounts prescribed by the Association prior to the Event described above.

c. If alcoholic beverages are to be served at the event, information regarding this fact must be clearly set forth on and in the License Agreement executed by the Licensee; otherwise, alcoholic beverages are prohibited. If serving alcoholic beverages, the Licensee shall be solely responsible for obtaining and shall obtain any and all necessary and required permits or licenses, including an ABC license from the Virginia ABC (refer to http://www.abc.virginia.gov/). A copy of any necessary and required permits or licenses must be submitted to the Association at least five (5) business days prior to the event. Alcoholic beverages will absolutely not be permitted or allowed outside of the Common Areas. This provision shall survive the cancellation, expiration or termination of this License Agreement and the holding of this Event.

d. Parking mitigation: Licensee is only authorized to park in Association owned or approved parking areas. Any parking beyond the Common Areas identified in the License Agreement must be indicated to the Association. If, in the opinion of the Association, parking is deemed inadequate, and no other parking is available, either publicly or privately by permission and evidence of such provided to the Association, the Special Event request may be denied.

e. No signs may be affixed, permanently or otherwise, to any structure or tree at any facility. No spray paint or spray chalk may be used for marking routes or areas on pathways or parking lots. Licensee is encouraged to use lime or flour, or signs affixed to stakes in the ground, which must be removed after the event.

f. Licensees must not enter the Common Areas earlier than the approved scheduled time or leave later than the scheduled time. Reservation requests must include time for Special Event set-up and clean-up.

g. All Special Events and clean-up must be completed the same day the Special Event is held. The Licensee is responsible for all clean-up and costs thereof, including the removal of all trash, debris, equipment and signage. The Association may, at its sole discretion, retain the security deposit for covering its costs for inadequate clean-up by the licensees after the event. This provision shall survive the cancellation, expiration or termination of this License Agreement and the holding of this Event.

h. Trash and recycling receptacles are located in the Common Areas; however, it will be the responsibility of the Licensee to provide evidence to the Association of trash and recycling capability if in the opinion of the Association, the Association’s on-site handling systems are deemed inadequate for the event.

i. Licensee agrees to and must comply with all Reston Association Deed Restrictions and Rules and Regulations.

j. Licensee shall report to the Association any damage to the License Area as soon as possible by calling (703) 435-6530 or speaking with an Association representative during business hours.

k. If the Event is an athletic event (race, contest etc.) each participant must sign an Association waiver, which the Association will supply to the Licensee.

If the Event uses online registration well in advance of the event, Licensee should endeavor to make the Association waiver part of the online registration process. If this does not occur, Licensee will be required to have each participant sign the Association waiver in advance of the Event and provide all signed waivers to the Association.

3. INCLEMENT WEATHER. The Association follows Fairfax County Government closings for inclement weather. In such cases, the Association’s Common Areas may be closed and any Special Event scheduled may be cancelled at the Association’s sole discretion. The Association will contact the Licensee to notify them of the cancellation. If the event is cancelled due to inclement weather the Association shall not be liable. Licensees shall be refunded security deposits, use fees, and any miscellaneous fees as delineated in the Use Agreement for the date of the event. An event may be postponed on the day of the event; however, Licensee acknowledges that any scheduled activities at the site that overlap with the subject event, due to any postponement, have precedence.

IN CASE OF EMERGENCY CALL 703-435-6530.
WHEREAS, the Board of Directors is responsible for the administration and operation of the Reston Association (“Association”) consistent with the amended provisions of the Reston Documents; and

WHEREAS, Section III.2(d) of the First Amendment to the Deed of Amendment to the Deeds of Dedication of Reston (“Amended Reston Deed”) delineates that it is a purpose of the Association to promote the peace, health, comfort, safety, and general welfare of the Members; and

WHEREAS, Section III.2(e) of the Amended Reston Deed delineates that it is a purpose of the Association to do any and all lawful things and acts that it, in its discretion, may deem to be for the benefit of the Property and the Owners and inhabitants thereof; and

WHEREAS, Section I.1(n) of the Amended Reston Deed defines “Common Area” as all real property and improvements thereon owned or leased by the Association for the common use and enjoyment of the Members; and

WHEREAS, Section IV.2(a) of the Amended Reston Deed gives the Board of Directors the right to establish, adopt, enforce, and repeal Rules and Regulations and set reasonable admission and other fees for the use of the Common Area and participation in Association programs; and

WHEREAS, Section IV.2(b) of the Amended Reston Deed gives the Board of Directors the right to assess charges against a Member for any violation of the Deed, the Bylaws, or Rules and Regulations for which the Member or his family members, tenants, guests, or other invitees are responsible; and

WHEREAS, Section IV.2(d) of the Amended Reston Deed gives the Board of Directors the right to permit Non-Members to use the recreational facilities of the Association and other Common Area; and

WHEREAS, the Association maintains the Lake House which is part of the Common Area of Reston for the use and benefit of the Members; and

NOW, THEREFORE, BE IT RESOLVED, that the following rules shall govern the use of the Association’s Lake House and facility grounds:

1. Reserving the Lake House.
   a. The Association’s Lake House available for reservation pursuant to a Rental/License Agreement to any individual, group or entity, hereinafter (“Licensee”).
   b. To reserve a room (or rooms) in the Lake House for private use Licensees must complete a Lake House Rental/License Agreement in a form substantially similar to Addendum A, such final form of which is to be determined periodically at the discretion of the Association’s Staff. Such Rental/License Agreement shall delineate the terms and conditions for Licensee’s use of the Lake House as enumerated in section 2 of this Resolution.
2. Waivers and Liability.
   a. Reston Association (RA) shall not be liable for any bodily injury or death, or loss or damage to any personal property of the Licensee or its guests, unless such injury or damage is caused directly by the gross negligence or willful misconduct of RA. RA shall not be liable for any injuries to the extent that such injuries are covered by private, medical or property insurance. Licensee agrees to indemnify RA and hold RA harmless against any claims arising out of Licensee’s, its guests’ and invitees’ use of the premises.

   b. RA reserves the right to supervise all functions and inspect any and all boxes, packages, bags, handbags, purses, backpacks or other containers of any sort brought into or within the Lake House. Licensee shall be responsible for any damages or other liability caused or sustained as a result of their use of the Lake House, or any portion thereof, and any costs, expenses, or damages sustained by RA will be charged directly to the Licensee and, if a Member, to the account of the Licensee, as if such cost, expense or damage was an Assessment under the Reston Association Deed.

   c. Minors, at all times, while in the Lake House or any portion thereof, must be under the supervision of an adult responsible for the minor’s behavior and conduct. Licensee shall be responsible for the action and behavior of all minors, guests or invitees using the Lake House, or any portion thereof.

3. Payments, Deposits, and Cancellations.
   a. All fees and deposits will be paid prior to the use of a facility. There will be a $35 charge for each check returned by the bank.

   b. A $125 security deposit, unless waived, and a completed Rental/License Agreement are required from all Licensees to make a reservation and hold an event in the Lake House, and to cover damages and cleaning. For short term Licensees of the Lake House, the security deposit or balance thereof, if any, will be returned if there are no charges for cleaning or charges for damages which occurred as a result of Licensee’s use of the Lake House. The deposit or balance thereof, if any, will be returned within fourteen (14) business days following the event. For long term Licensees of the Lake House, one month’s rent is required as a deposit at time of contract initiation. The deposit of one month’s rent will be used either toward the final month’s rent or will be used to cover the current month’s rent if payment is not received by the 7th of the month. If the deposit is used to cover the current month’s rent, Licensee must pay an additional one month’s rent as a deposit, to be used either towards the final month’s rent or to cover a future month’s rent if payment is not received by the 7th of the month. This additional deposit of one month’s rent must be received within ten (10) business days or before the payment due date (7th of the month), whichever comes first. If the additional deposit is not received, further use of the Lake House will be immediately suspended. A long term Licensee is defined as an organization or individual that uses the Lake House for at least three consecutive months, with multiple uses per each month.

   c. The Rental/License Agreement must be signed by an individual, who is an official representative of the organization or entity, having the authority to bind the Licensee.
d. Payment in full is due no later than five (5) business days prior to the date of the Lake House reservation.

e. Two weeks’ notice is requested for a change or cancellation. Seven (7) days’ prior notice must be given to RA prior to a change and/or cancellation of a one-time rental, and long-term Licensees must provide thirty (30) days’ notice prior to a change and/or cancellation of the Rental Contract/License Agreement. Failure to comply with these requirements will result in the loss of the security deposit.

f. RA may cancel this agreement, with or without cause, at any time, without notice, up to and including the date of the rental. Any security deposit will be refunded if cancellation by RA occurs prior to commencement of the rental period. In instances where RA requires a community facility that has been rented, RA will make every attempt to find another RA community facility for the rental to take place.

g. RA reserves the right to immediately suspend use of the premises, without notice, and require the Licensee, its guests and invitees to vacate the premises during or at the time of the event if there is any breach of the Rental/License Agreement or its terms and conditions, any violation of Federal, State or local law, any violation of RA’s rules or damage to property, with no refund of the use fee. If the Licensee fails to abate noise or any other disturbing activities when requested to do so, RA or its authorized representative is directed to terminate the event and use of the Lake House or, if needed, call the Fairfax County Police. A partial refund, if any, is at the sole discretion of RA if use is suspended for reasons other than rules violations or damages. The full security deposit and use fee shall be refunded if use is suspended by RA prior to the start of the event or if the application is not approved, except as otherwise provided herein.

h. RA strictly forbids Licensees from reserving the Lake House for the purpose of leasing it to another party. Such “third-party reservation” shall result in all parties involved losing their current and future reservation privileges.

i. Security deposits, room fees, and any miscellaneous fees as delineated in the Rental/License Agreement may be waived by RA on a case-by-case basis.

4. Licensee Responsibilities.
   a. Licensees must not enter the Lake House earlier than the approved scheduled time or leave later than the scheduled time. Reservation requests must include time for set-up and clean-up.

   b. If Audio Visual (AV) equipment is required for the event, the Licensee must indicate such in the Rental/License Agreement. AV equipment is available and can be leased for a one-time fee per reservation date per item requested. Available equipment includes, but is not limited to projectors and drop screens, LCD televisions, and wireless microphones.

   c. RA will work with the Licensee to provide a functional arrangement for the room; however, RA may need to make modifications as necessary.
d. The occupancy limit of the Lake House is 150 persons. Any event exceeding the occupancy limit at any time shall be immediately terminated and cancelled with no refund of the use fee or security deposit.

e. All events and clean-up must be completed by the end of the event. Licensee is responsible for all clean-up. Trash and recycling receptacles are located in each room of the Lake House. Licensees are directed to use the appropriate recycling containers provided.

f. A Licensee is not permitted to remove chairs, tables or other equipment from the Lake House.

g. Only blue painters tape is permitted for the display of any peripheral signs or flyers. Failure to comply will result in loss of the security deposit.

h. The stapling or thumb tacking of decorations or materials to ceilings, walls, tables or posts is not permitted.

i. Open flames are not permitted. Only flameless candles are permitted.

j. If use of the Lake House pantry is required, such use must be noted in the Rental/License Agreement. If not noted, the pantry will not be available on the reservation date.

k. The release of helium balloons outside the facility is prohibited.

l. Smoking is prohibited within all RA buildings and is in effect within a fifty (50) foot wide perimeter around the exterior of any building or common area.

m. Licensee agrees to and must comply with all Federal, State and local laws and ordinances.

n. Licensee agrees to and must comply with all RA deed restrictions, rules and regulations, as provided on the RA website: https://www.reston.org/AboutRestonAssociation/Governance/RAGoverningDocumentsOverview/tabid/209/Default.aspx.

o. Licensee shall report to RA any damage to the Lake House as soon as possible by calling (703) 435-6530 or speaking with a representative at the front desk during business hours.

p. Licensee must conform to the Fairfax County noise ordinance. Amplified or live music over 20 watts is not permitted outdoors.

5. Food and Beverages.

a. A non-refundable $125 food and beverage fee, unless waived, and a completed Rental/License Agreement are required for all Lake House reservations when food and/or beverages are to be made available during a reservation.

b. If food and/or beverage are to be made available, Licensee is responsible for organizing all food and beverage service for the event.

c. If food and/or beverage are to be made available, use of the pantry is included in the reservation. Pantry use includes, but not limited to refrigerator, coffee machine, disposable cutlery, microwave, and coffee and tea supplies.

d. If alcoholic beverages are to be made available at the event, information regarding this fact of condition must be clearly set forth on and in the Rental/License Agreement executed by the
Licensee; otherwise, alcoholic beverages are prohibited. If alcoholic beverages are to be made available, the Licensee shall be solely responsible for obtaining and shall obtain any and all necessary and required permits or licenses, including an ABC license from the Virginia ABC (refer to http://www.abc.virginia.gov/). A copy of any necessary and required permits or licenses must be submitted to the Association at least five (5) business days prior to the event. Alcoholic beverages will absolutely not be permitted or allowed outside of the Lake House.

e. Non-alcoholic beverages may be served for any event; however, RA is not responsible for providing beverages.

f. All refreshment items are expected to be removed and properly attended to by the Licensee at the end of the event.

6. Usage Times.

a. Lake House is available primarily for recreation programming, celebrations, community and civic organization meetings, including business meetings of such entities, workshops, non-profit events and community and civic organization training sessions.

b. The Lake House can be reserved year-round Monday through Friday from 7 a.m. until 9 p.m., which is to include set-up and clean-up time. On Saturdays, from 10 a.m. until 9 p.m. and Sundays from 12 p.m. until 5 p.m.

c. RA follows Fairfax County Government closings for inclement weather. In such cases, RA’s Lake House will be closed and any event scheduled will be cancelled. RA will contact the Licensee to notify them of the cancellation. If the event is cancelled due to inclement weather RA shall not be liable. Licensees shall be refunded security deposits, room fees, and any miscellaneous fees as delineated in the Rental/License Agreement for the date of the event.

d. Use of outdoor area at Lake House must be pre-approved. In addition, no free-standing tents are to be erected on Lake House property, unless prior approval has been given by RA.

ATTEST: Resolution was adopted at a Regular Meeting of the Reston Association’s Board of Directors held on June 23, 2016.

Assistant Secretary
Lake House Rental/License Agreement

1. Licensee: ____________________________________________________________
2. Event Date(s) & Time(s): ______________________________________________
3. Event to be Held: ______________________________________________________
4. Name of Event: _______________________________________________________
5. Name of Representative of Licensee with Authority to Bind Licensee: ________
   Address of Representative (Please include Street Name, City, State and Zip Code):
   Telephone Contact: _____________________________________________________
   Email Address: ________________________________________________________
6. Will Alcoholic Beverages be made available? Yes ☐ No ☐
   If alcoholic beverages are to be made available, an ABC Permit is required to be submitted to the Reston Association (RA) at least five (5) business days prior to the event. See: http://www.abc.state.va.us/. Licensee is solely responsible for applying and obtaining any necessary ABC permit(s) as required by the law.

7. Will food and/or beverages (other than water) be served? Yes ☐ No ☐
8. Will use of AV equipment (LCD TV and/or laptop) be needed? Yes ☐ No ☐
9. Will music be part of your event? Yes ☐ No ☐
   Method: __________________________

10. Will the event be open to the public? Yes ☐ No ☐
11. What will be the maximum number of attendees at the event? __________

FOR OFFICE USE ONLY

<table>
<thead>
<tr>
<th>Reservation Type</th>
<th>☐ Member</th>
<th>☐ Non-Resident</th>
<th>☐ Corporate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Event Type</td>
<td>☐ Corporate/Community Group</td>
<td>☐ Wedding/Celebration</td>
<td></td>
</tr>
<tr>
<td>Number of Rooms Needed</td>
<td>☐ Room 1 (Lakeside)</td>
<td>☐ Room 2 (Lake View)</td>
<td>☐ Both Rooms</td>
</tr>
<tr>
<td>Length/Hours Needed</td>
<td>Room Fee x Hours Needed =</td>
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</tr>
<tr>
<td>Security Deposit</td>
<td>$125</td>
<td>$125</td>
<td>$125</td>
</tr>
<tr>
<td>Food &amp; Beverage Fee (includes pantry use)</td>
<td>$125</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A/V (LCD TV, Laptop)</td>
<td>$50 x Number of Sets =</td>
<td>$35 x Number of Microphones =</td>
<td></td>
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<tr>
<td>Wireless Microphones</td>
<td>$50 x Number of Sets =</td>
<td>$35 x Number of Microphones =</td>
<td></td>
</tr>
<tr>
<td>Amount Due By:</td>
<td>Total Cost =</td>
<td>Total Cost =</td>
<td></td>
</tr>
</tbody>
</table>

FOR LONG TERM LICENCEES: Amount Due Per Month: Monthly Date Due: By the 7th day of the month

Rooms Inspected Staff Name: ______________________ Date: _________________
Deposit Returned ☐ Not Refundable (attach documentation to this agreement)

The undersigned certifies that he/she has the authority and is authorized to sign for and on behalf of the Licensee. By execution of this Rental/License Agreement, Licensee and its designated representative agree to abide by and be bound by the representations made and the terms and conditions of this Rental/License Agreement including the provisions listed on the reverse side, which are incorporated herein. Licensee agrees to be fully responsible for and to indemnify RA for any and all damages to the Lake House caused by the Licensee or the Licensee’s use of the Lake House, AV equipment, fixtures, furniture, and others items therein. This Rental/License Agreement does not become binding until executed by the Reston Association.

Signature of Licensee Licensee Printed Name / Title Date

Signature of Reston Association Official Reston Association Name/Title Date

Reston Association - Lake House Rental/License Agreement
11450 Baron Cameron Avenue, Reston, VA 20190
Telephone: (703) 435-6530 Fax: (703) 435-6516
E-Mail: reservations@reston.org Website: www.reston.org
LAKE HOUSE RENTAL/LICENSE AGREEMENT TERMS AND CONDITIONS

1. Waivers and Liability.
   a. Reston Association (RA) shall not be liable for any bodily injury or death, or loss or damage to any personal property of the Licensee or its guests, unless such injury or damage is caused directly by the gross negligence or willful misconduct of RA. RA shall not be liable for any injuries to the extent that such injuries are covered by private, medical or property insurance. Licensee agrees to indemnify RA and hold RA harmless against any claims arising out of Licensee’s, its guests’ and invitees’ use of the premises.
   b. RA reserves the right to supervise all functions and inspect any and all boxes, packages, bags, handbags, purses, backpacks or other containers of any sort brought into or within the Lake House. Licensee shall be responsible for any damages or other liability caused or sustained as a result of their use of the Lake House, or any portion thereof, and any costs, expenses, or damages sustained by RA will be charged directly to the Licensee and, if a Member, to the account of the Licensee, as if such cost, expense or damage was an Assessment under the Reston Association Deed.
   c. Minors, at all times, while in the Lake House or any portion thereof, must be under the supervision of an adult responsible for the minor’s behavior and conduct. Licensee shall be responsible for the action and behavior of all minors, guests or invitees using the Lake House, or any portion thereof.

2. Payments, Deposits, and Cancellation.
   a. All fees and deposits will be paid prior to the use of a facility. There will be a $35 charge for each check returned by the bank.
   b. A $125 security deposit, unless waived, and a completed Rental/License Agreement are required from all Licensees to make a reservation and hold an event in the Lake House, and to cover damages and cleaning. For short term Licensees of the Lake House, the security deposit or balance thereof, if any, will be returned if there are no charges for cleaning or charges for damages which occurred as a result of Licensee’s use of the Lake House. The deposit or balance thereof, if any, will be returned within fourteen (14) business days following the event. For long term Licensees of the Lake House, one month’s rent is required as a deposit at time of contract initiation. The deposit of one month’s rent will be used either toward the final month’s rent or will be used to cover the current month’s rent if payment is not received by the 7th of the month. If the deposit is used to cover the current month’s rent, Licensee must pay an additional one month’s rent as a deposit, to be used either toward the final month’s rent or to cover a future month’s rent if payment is not received by the 7th of the month. This additional deposit of one month’s rent must be received within ten (10) business days or before the payment due date (7th of the month), whichever comes first. If the additional deposit is not received, further use of the Lake House will be immediately suspended. A long term Licensee is defined as an organization or individual that uses the Lake House for at least three consecutive months, with multiple uses per each month.
   c. The Rental/License Agreement must be signed by an individual, who is an official representative of the organization or entity, having the authority to bind the Licensee.
   d. Payment in full is due no later than five (5) business days prior to the date of the Lake House reservation.
   e. Two weeks’ notice is requested for a change or cancellation. Seven (7) days’ prior notice must be given to RA prior to a change and/or cancellation of a one-time rental, and long-term Licensees must provide thirty (30) days’ prior notice to make a change and/or cancellation of the Rental Contract/License Agreement. Failure to comply with these requirements will result in the loss of the security deposit.
   f. RA may cancel this agreement, with or without cause, at any time, without notice, up to and including the date of the rental. Any security deposit will be refunded if cancellation by RA occurs prior to commencement of the rental period. In instances where RA requires a community facility that has been rented, RA will make every attempt to find another RA community facility for the rental to take place.
   g. RA reserves the right to immediately suspend use of the premises, without notice, and require the Licensee, its guests and invitees to vacate the premises during or at the time of the event if there is any breach of the Rental/License Agreement or its terms and conditions, any violation of Federal, State or local law, or any violation of RA’s rules or damages to property, in disregard of the refund of the use fee. If the Licensee fails to abate or otherwise disturbing activities when requested to do so, RA or its authorized representative is directed to terminate the event and use of the Lake House or, if needed, call the Fairfax County Police. A partial refund, if any, is at the sole discretion of RA if use is suspended for reasons other than rules violations or damages. The full security deposit and use fee shall be refunded if use is suspended due to the start of the security deposit period.

3. Licensee Responsibilities.
   a. Licensees must not enter the Lake House earlier than the approved scheduled time or leave later than the scheduled time. Reservation requests must include time for set-up and clean-up.
   b. If Audio Visual (AV) equipment is required for the event, the Licensee must indicate such in the Rental/License Agreement. AV equipment is available and can be leased for a one-time fee per reservation date per item requested. Available equipment includes, but is not limited to projectors and drop screens, LCD televisions, and wireless microphones.
   c. RA will work with the Licensee to provide a functional arrangement for the room; however, RA may need to make modifications necessary.
   d. The occupancy limit of the Lake House is 150 persons. Any exceedance of the occupancy limit at any time must be immediately terminated and cancelled with no refund of the use fee or security deposit.
   e. Food and clean-up must be completed by the end of the event. Licensee is responsible for all clean-up. Trash and recycling receptacles are located in each room of the Lake House. Licensees are directed to use the appropriate recycling containers provided.
   f. A Licensee is not permitted to remove chairs, tables or other equipment from the Lake House.
   g. Only blue painters tape is permitted for the display of any peripheral signs or flyers. Failure to comply will result in loss of the security deposit.
   h. The stapling or thumbtacking of decorations or materials to ceilings, walls, tables or posts is not permitted.
   i. Open flames are not permitted. Only flameless candles are permitted.
   j. If use of the Lake House pantry is required, such use must be noted in the Rental/License Agreement. If not noted, the pantry will not be available on the reservation date.
   k. The release of helium balloons outside the facility is prohibited.
   l. Smoking is prohibited within all RA buildings and is in effect within a fifty (50) foot wide perimeter around the exterior of any building or common area.
   m. Licensee agrees to and must comply with all Federal, State and local laws and ordinances.
   n. Licensee agrees to and must comply with all RA rules, regulations, restrictions and or conditions, as provided on the RA website: https://www.reston.org/AboutRestonAssociation/Governance/RAoperatingDocumentsOverview/tabid/209/Default.aspx.
   o. Licensee shall report to RA any damage to the Lake House as soon as possible by calling (703) 435-6530 or speaking with a representative at the front desk during business hours.
   p. Licensee must conform to the Fairfax County noise ordinance. Amplified or live music over 20 watts is not permitted outdoors.

4. Food and Beverages.
   a. A non-refundable $125 food and beverage fee, unless waived, and a completed Rental/License Agreement are required for all Lake House reservations when food and/or beverages are to be made available during a reservation.
   b. If food and/or beverage is to be made available, Licensee is responsible for organizing all food and beverage service for the event.
   c. If food and/or beverage is to be made available, use of the pantry is included in the reservation. Pantry use includes, but not limited to refrigeration, coffee machine, disposable cutlery, microwave, and coffee and tea supplies.
   d. alcoholic beverages are to be made available at the event, information regarding this fact of condition must be clearly set forth on and in the Rental/License Agreement executed by the Licensee; otherwise, alcoholic beverages are prohibited. If alcoholic beverages are to be made available, the Licensee shall be solely responsible for obtaining and shall obtain any and all necessary and required permits or licenses, including an ABC license from the Virginia ABC (refer to http://www.abc.virginia.gov/). A copy of any necessary and required permits or licenses must be submitted to the Association at least five (5) business days prior to the date of the event.
   e. Non-alcoholic beverages may be served for any event; however, RA is not responsible for providing beverages.
   f. All refreshment items are expected to be removed and properly attended to by the Licensee at the end of the event.

5. Usage Times.
   a. The Lake House is available primarily for recreation programming, celebrations, community and civic organization meetings, including business meetings of such entities, workshops, non-profit events and community and civic organization training sessions.
   b. The Lake House can be reserved year-round Monday through Friday from 7 a.m. until 9 p.m., which is to include set-up and clean-up time. On Saturdays, from 10 a.m. until 9 p.m. and Sundays from 12 p.m. until 6 p.m.
   c. RA follows Fairfax County Government closings for inclement weather. In such cases, RA’s Lake House will be closed and any event scheduled will be cancelled. RA will contact the Licensee to notify them of the cancellation. If the event is cancelled due to inclement weather RA shall not be liable. Licensees shall be refunded security deposits, room fees, and any miscellaneous fees as delineated in the Rental/License Agreement.
   d. Use of outdoor areas at the Lake House must be pre-approved. In addition, no free-standing tents are to be erected on Lake House property, unless prior approval has been given by RA.

<table>
<thead>
<tr>
<th>Fee Schedule</th>
<th>Room 1 Lakeside (access to deck</th>
<th>Room 2 Lake View (up to 100 people, 840 sq. ft.)</th>
<th>Both Rooms (up to 150 people, 1490 sq. ft.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Room Fees Per Hour</td>
<td>($100 per 100, 650 sq. ft.)</td>
<td>($100 per 100, 840 sq. ft.)</td>
<td>($100 per 150, 1490 sq. ft.)</td>
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<td>RA Member or Reston Non-Profit</td>
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<td>$375</td>
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<tr>
<td>Non-Resident or Non-Resident Non-Profit</td>
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<td>$225</td>
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<tr>
<td>For Profit or Corporate</td>
<td>$150</td>
<td>$150</td>
<td>$275</td>
</tr>
</tbody>
</table>

Miscellaneous Fees:

--- Security Deposit = $125 per reservation
--- Food & Beverage Fee = $150 per day
--- LCD TV/Laptop Use = $50 per set per day

IN CASE OF EMERGENCY, CALL 703-476-9689

Reston Association - Lake House Rental/License Agreement
11450 Baron Cameron Avenue, Reston, VA 20190
Telephone: (703) 435-6530 Fax: (703) 435-6516
E-Mail: reservations@reston.org Website: www.reston.org
WHEREAS, the Board of Directors is responsible for the administration and operation of the Reston Association (“Association”) consistent with the amended provisions of the Reston Documents; and,

WHEREAS, Section III.2(d) of the First Amendment to the Deed of Amendment to the Deeds of Dedication of Reston (“Amended Reston Deed”) delineates that it is a purpose of the Association to promote the peace, health, comfort, safety, and general welfare of the Members; and,

WHEREAS, Section III.2(e) of the Amended Reston Deed delineates that it is a purpose of the Association to do any and all lawful things and acts that it, in its discretion, may deem to be for the benefit of the Property and the Owners and inhabitants thereof; and,

WHEREAS, Section III.2(f) of the Amended Reston Deed delineates that it is a purpose of the Association to exercise the powers now or hereafter conferred by law on incorporated property owners’ associations including those powers specified in the Virginia Nonstock Corporation Act and the Property Owners’ Association Act (“POAA”), as may be necessary or desirable to accomplish the purposes of the Association; and

WHEREAS, Section III.5(e) of the Amended Reston Deed provides the Board of Directors with all powers necessary and appropriate for carrying out the purposes of the Association which are enabled by law or the Reston Documents; and

WHEREAS, Section I.1(n) of the Amended Reston Deed defines “Common Area” as all real property and improvements thereon owned or leased by the Association for the common use and enjoyment of the Members; and,

WHEREAS, Section IV.1 of the Amended Reston Deed delineates that the Association shall be responsible for the management and Upkeep of all of the Common Area; and

WHEREAS, Section IV.2(a) of the Amended Reston Deed gives the Board of Directors the right to establish, adopt, enforce, and repeal Rules and Regulations and set reasonable admission and other fees for the use of the Common Area and participation in Association programs; and,

WHEREAS, Section IV.2(d) of the Amended Reston Deed gives the Board of Directors the right to permit non-Members to use the recreational facilities of the Association and other Common Area, and to establish if it sees fit, different fees for use by Members and non-Members

WHEREAS, Section IV.2(f) of the Amended Reston Deed gives the Board of Directors the right to convey, mortgage, encumber, or dedicate the Association’s assets including the Common Area, as follows: (1) dedicate, convey, abandon, encumber, partition, or mortgage Common Area, subject to the prior approval of the Board of Directors and more than a two-thirds vote, pursuant to the provisions of Deed Section III.4, of Category A and B Members in a referendum in which at least thirty percent of such Members participate; provided, however, that membership approval shall not be required for voluntary conveyance of land that would otherwise be taken or which could be taken by the power of eminent domain; (2) make conveyances or resubdivisions as part of boundary-line adjustments; (3) exchange improved or unimproved land, subject to the approval of the Board of Directors, and after a public hearing for which Notice has been provided to the Members; and (4) to Cluster Associations or other associations organized for similar purposes, provided
such conveyed area shall remain as open space as defined by the Fairfax County Zoning Ordinance; and,

WHEREAS, Section IV.2(g) of the Amended Reston Deed gives the Board of Directors the right to grant easements or the right of access over the Common Area; and,

WHEREAS, Section IV.4 of the Amended Reston Deed delineates that no Common Area may be subdivided, altered or modified except as provided herein without the prior approval of the DRB and, if required, by the Zoning Ordinances of Fairfax County; and,

WHEREAS, Section IV.7 of the Amended Reston Deed on Condemnation defines the term “Taking” as an acquisition of all or any part of the Common Area and any monetary awards for such Taking shall be payable to the Association; and,

WHEREAS, Article VI.1(c) of the Amended Reston Deed delineates the protective covenants and easements related to design requirements; and

WHEREAS, the Board of Directors desires to institute a standard process for the Association to use when considering the granting of easements on or over RA Common Area.

NOW, THEREFORE, BE IT RESOLVED, that the following rules shall govern requests for easements or licenses (permanent and temporary) for non-event/non-recreational uses of Common Area:

1. Conditions for Consideration of Easements or License Requests.
   a. Alternatives to the request have been considered and deemed to be less optimal to the Association than the requested easement or license.
   b. All possible mitigation to minimize disruption and restoration are included in the proposed project.
   c. Adequate compensation is received by or provided to the Association (monetary or non-monetary).
   d. Monetary assurances may be required in the form of cash deposits placed in an escrow account to ensure compliance with the Association's requirements and conditions.
   e. Depending on the nature and scope of the proposed easement or license, RA may require appropriate risk management, either through being named as an additional insured party on a current liability policy, through indemnification of RA against third-party claims, or a combination of both.

   a. As a condition for granting an easement or license, the Association shall be reimbursed for all costs and expenses incurred by the Association in reviewing such requested easement or license including, but not limited to, staff time and legal review expenses. Further, the Association shall be paid compensation for the interest in the Common Area granted by the easement or license. In determining the amount of the consideration, the Association shall consider multiple factors including the permanent or temporary nature of the easement or license, whether the easement or license will permit underground, overhead or surface facilities, the extent to which the Members’ use of the Common Area to be made subject to the easement or license will be
restricted, the value of the private land adjacent to the proposed easement or license area and the value of the trees and vegetation subject to removal in the proposed easement or license area.

b. The fees, listed below, will be considered and approved by the RA Board.

c. Site specific restoration requirements by the Applicant are mandatory and may entail the planting of native plants, trees, and grasses as well as warranty guarantees on the restoration of the worksite.

d. RA may require the posting of cash monetary assurances to ensure that all work is done according to Association approvals and requirements. Such monetary assurances will be returned to the Applicant upon successful completion of the project.

e. All fees, compensation, and monetary assurance paid to RA are in addition to any required Federal, state or Fairfax County permit, plan review, and/or site inspection fees paid.

f. The conditions herein may be waived or modified to suit specific circumstances or to factor in non-monetary compensation.

3. Process for Consideration of Easements or License Requests.

a. Application and pertinent review fees (see chart below), are to be submitted to Reston Association’s Land Use Department electronically or by mail at the following addresses:

   Email: LandUse@reston.org
   US Mail: Reston Association
c/o Land Use Department
12001 Sunrise Valley Drive, Reston, VA 20191

<table>
<thead>
<tr>
<th>Application Type</th>
<th>Application Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Permanent Easement</td>
<td>$500</td>
</tr>
<tr>
<td>Temporary Easement</td>
<td>$250</td>
</tr>
<tr>
<td>License Agreement</td>
<td>$250</td>
</tr>
</tbody>
</table>

b. The RA Land Use Staff will notify the CEO and Assistant Secretary of the Board of the request as well as distribute the request to appropriate RA Committees and, if applicable, to the Design Review Board (DRB) and Covenants Administration Department.

c. RA Land Use Staff will: (i) compile Committee comments; (ii) draft determination of adequate compensation; and, (iii) draft determination of required restoration.

d. RA Land Use Staff will forward the application including Committee and staff recommendations to RA Legal Counsel for review.

e. After review, RA Legal Counsel will provide a draft of the appropriate easement, license or land disturbance permit.

1 There is no Application fee if the Applicant is an RA member is Good Standing, a Cluster Association, a Condominium Association subject to the Reston Association covenants, or an apartment owner subject to the Reston Association Covenants.
f. If required, the architectural or land disturbance portion of the request will be sent to the Design Review Board for consideration.

g. Upon the completion of any required DRB approval, the requests will be prepared for consideration by the RA Board of as follows:

1. Overview of request is presented to the Board Operations Committee which will determine if the request is ready for presentation to the Board at an upcoming Regular Meeting;
2. Information about the request is presented during a Regular Meeting of the RA Board where the Board will set a public hearing date, time, and location;
3. A public hearing is held; the RA Board considers Member Comments made and determines when to take action on the request during the same meeting or a future Regular Meeting of the Board.

ATTEST: Resolution was adopted at a Regular Meeting of the Reston Association’s Board of Directors held on October 26, 2017.

[Signature]
Assistant Secretary