

PRCS Indoor Facility Rental Agreement (revised March 2025)

By completing this Indoor Facility Rental Agreement ("Agreement") and signing below, the Renter acknowledges that he/she has read and understands the general rules and regulations set forth herein and agrees to abide by the following:

Parks, Recreation and Community Services ("PRCS") Indoor Facility Rental Agreement applications will be considered on a first-come, first-served basis. Reservations are officially confirmed upon receipt of payment. All rentals are approved at the discretion of the site staff. This use agreement applies to all indoor facilities except the Lodge at Hanson Park and the Franklin Park Performing and Visual Arts Center.

Requirements for Rentals

- Renter must be 21 years of age or older at the time of submitting the rental request
- Renter or designee must be on-site for the entirety of the rental period
 - o Designee must be 21 years of age

Rental Time and Responsibilities

- Access to your rental space is permitted only within the listed rental times and is limited to room(s) listed on this form. Rental time includes all set-up and cleanup time, additional time is not permitted outside of the contracted hours.
- All functions shall end on time. If they do not end on time, Renters will incur additional fees, which will be billed in 60-minute increments. All rentals must conclude by 11:00 p.m., unless a special exemption has been approved by the PRCS Director or his Designee.
 - o Facility hours vary and rentals may require after-hours staffing depending on rental time.
 - After-hours rentals will be charged a minimum staffing fee set by the number of staff members needed, based on the number of people in attendance and the facility attendant hourly rate set in the <u>Fee Schedule</u> per hour, per facility staff member.
 - O Additional fees may be charged based on the size and type of rental. The facility will provide specifics based on the rental request.
- A minimum rental time is required for all rentals and may vary based on facility and time of day. Each facility will provide specific details upon request.
- Each rental space is rated for maximum occupancy. This occupancy must be followed. Facility staff will have a list of available rooms and their maximum occupancy loads.
- Upon arrival on site, the Renter or Designee whose name appears on this Agreement must identify him/herself to facility staff and be present in the building during the rental period. If the individual listed on this Agreement or Designee departs from the facility and cannot be contacted within 30 minutes by the PRCS facility staff, PRCS has the right to terminate the event without refund and guests will be required to exit the rental space.
- The rental space must be inspected by the PRCS facility staff on duty both prior to and after the Renter's use. Renters must sign a "Facility Inspection Report" upon the conclusion of the rental. The form indicates three conditions: original condition; additional cleaning required; or damages noted. Failure or refusal to sign this form may result in the cancellation of future rentals. Based on rental times, PRCS facility management staff may be unavailable at the conclusion of the event. If so, the PRCS facility staff on duty will inspect the rental space within 24 hours and report the inspection findings to facility management. Photos will be taken of any damage to the rental space. The Renter is responsible for any damages that

- occur as a result of their rental and will be charged for all costs associated with any repairs and/or replacement of damaged property.
- The Renter is solely responsible for ensuring any vendor it intends to bring to the facility reads and understands the PRCS Code of Conduct. The Renter shall be responsible for any violations of this Agreement, or the Code of Conduct caused by vendors, guests, or invitees during their rental period. The Renter is subject to penalties for any violations or damages caused by vendors, guests, or invitees during their rental period.
- Rental equipment from commercial vendors must be removed from the facility and grounds at the end of the rental contract. Requests to extend the removal deadline must be approved by PRCS facility staff. An additional fee may be charged for equipment left past the agreed-upon pick-up time.
- PRCS assumes no responsibility for personal property left at the facility. The Renter will be notified in writing by PRCS staff of any personal items left in the rental space. These items will be disposed of within 1 business day of communication from facility staff if the Renter is unresponsive.
- PRCS facility staff must be notified in the event of an accident, incident, and/or if law enforcement or rescue personnel are called to any facility for any reason.
- Children (any person under 12 years of age) must be supervised by an adult of 21 years of age or older, at all times, and they must remain in rented areas only.
- The Facility Manager shall determine if the Loudoun County Sheriff's Office or other law enforcement or security personnel will be required at the event based on the size and/or type of event.
 - o If security is required:
 - The renter must contact the Loudoun County Sheriff's Office a minimum of 45 days in advance at 703-777-0407 or <u>submit an online inquiry</u> to request event security services.
 - If LCSO is unable to provide a deputy, alternate security arrangements must be secured by the Renter and approved by facility management.

Rates and Long-Term Rentals

- Only non-profit 501c3 community groups based in Loudoun County that provide proof of their tax-exempt status may request the use of a PRCS facility during regular operating hours for monthly organizational meetings without a rental fee, provided the function is not a fundraiser, and based on facility availability.
 - Fees for PRCS facility staff may apply during these regular business hours based on the discretion of the Facility Manager.
 - Fees for PRCS facility staff are mandatory outside regular operating hours.
- Commercial rates apply to businesses, companies, individuals, and organizations that charge a fee for attendees at their event; for-profit organizations that accept donations at the event; and events that are selling services and/or items. For-profit organizations will be charged facility use fees for all rentals. Fees are charged according to the PRCS Fee Schedule.
 - Non-commercial rates may apply to community groups, churches and individuals not charging a fee for attendees at the event.
- PRCS welcomes long-term rentals at the facility's discretion. Renters are required to complete a new Rental Agreement for renewal every six months of the rental period. Rental fees shall be paid monthly and prior to the rental date. PRCS facility staff will inform the renter of the payment schedule upon receipt of this Agreement. Cancellations and schedule changes for long-term rentals must be submitted in writing at least 30 days prior to the last scheduled use date. PRCS Facility staff will do their best to accommodate long-term schedule changes based on facility availability.
- Additional permitting may be required for events depending on size and scope. For more information on event planning in Loudoun County, please visit <u>loudoun.gov/events</u>. If you are planning a community-wide event attracting over 150 people, a County of Loudoun

Special Event Permit is required. This could take at least six (6) months to obtain prior to your proposed event.

Liability Insurance

- Renters/Vendors are not covered by the County of Loudoun liability insurance.
 - All Renters/Vendors are liable for any damage incurred to the facility, its equipment, and grounds during their use. If it is determined that the renter/vendor has caused damage or had excessive trash, then the department will charge the cost of repair or cleanup to the person responsible. This person accepts full responsibility for all damages to County property caused by said use and for the prompt and proper settlement of claims for such damage. The party responsible must acknowledge that they have read and understand the General Rules and agree to follow them and agree to comply with these rules and accept responsibility for the actions of each person in the group.
 - o If the renter is catering in food or using chafing dishes it is recommended they obtain banquet insurance, however, it is not required.
- Renters who offer fee-based programs must have their own liability insurance.
 - o A copy of the insurance is submitted to the facility manager prior to approval of the Indoor Facility Rental Agreement or Outdoor Facility Request Form.
 - The certificate of Insurance should be for \$1,000,000.
 - "County of Loudoun" listed as the additional insured with the following address: 1 Harrison St. PO Box 7000, Leesburg, VA 20177

Prohibited Items

- No illegal drugs, tobacco products, smoking or vaping of any kind are allowed in the building in accordance with the Code of Virginia. Smoking may be allowed in designated areas outside the facility.
- No firearms or ammunition are allowed in the building or pursuant to Codified Ordinances of Loudoun County Section 684.04.
- Personal amusements, such as inflatable moon bounces, are not permitted. Renters are encouraged to work with local amusement businesses that are familiar with Loudoun County's permit and inspection laws for amusement equipment rentals if approved by the facility or rent equipment from the PRCS facility directly, if available.
- Alcohol is prohibited at PRCS facilities, except at The Lodge at Hanson Park, Hal & Berni Hanson Regional Park Championship Plaza, Loudoun United Stadium Complex and Training Facility at Philip A. Bolen Memorial Park, Franklin Park Performing and Visual Arts Center, and Loudoun Heritage Farm Museum. An ABC permit and prior approval are required if alcohol is to be served at the sites that allow the sale and consumption of alcohol. ABC permits in these locations are limited to beer and wine only. Liquor is prohibited at all other PRCS facilities.
- Service animals are permitted with proper notification to PRCS facility staff.
 - O Show pets may be allowed indoors as a pre-approved part of the planned activity. Requests must be made in writing and will be approved in writing by facility staff.

Kitchens and Food

• Renters will supply their own cooking, serving, and eating utensils. All food items left at the facility will be discarded after 24 hours without notification. Facility staff will communicate in writing to the individual listed on this Agreement if any appliance or personal item is left

- in the rental space. These items will be disposed of within 1 business day of communication from facility staff if there is no response from the Renter.
- Food served onsite by caterers, prepared food items being distributed to attendees, or events open to the public may require permitting from the Loudoun County Health Department. Contact the Loudoun Health Department at 703-777-0234 a minimum of six (6) months prior to your proposed event for more information. Food must be fully prepared prior to arrival at the facility.
- No food or beverages are to be in the lobby or common areas of the facility unless otherwise approved prior to the event.
- No open flames are allowed in PRCS facilities, except for cake candles and chafing fuel cans.
- Kitchen rentals vary by facility; not all facilities have kitchens. See facility staff for a list of specific written guidelines for use of kitchens.
 - o Food storage and setup may be permitted in the facility's kitchen and may incur rental charges.

Equipment and Decorations

- The use of PRCS office equipment and supplies is strictly prohibited.
- Lit candles may be used on birthday cakes or desserts only. No other open flames of any kind are permitted within PRCS facilities except chafing fuel cans.
- Decorations are allowed but restricted to walls and furnishings. All decorations must be hung with blue painter's tape. Streamers or ribbons may be hung from the walls using blue painter's tape.
 - Nothing may be hung from the ceiling, light fixtures, sprinkler heads, exit signs, or security lights.
 - The exit signs, doorways, and security lights cannot be disconnected or covered in any way.
- Use of the following items is strictly prohibited:

o scotch tape o fog machines o confetti/glittero masking tape o confetti filled piñatas
o push pins o glitter and balloons
o nails o uncooked rice
o thumb tacks

PRCS reserves the right to deem other items that may cause damage to the facility or cause a safety risk to wildlife, patrons or staff, as prohibited.

- Balloons filled with helium must have strings equal to the height of the ceiling (for example, Classrooms 8 ft, gyms 25 ft.) Failure to do so may result in staff refusing to permit balloons in the rental space.
 - o Balloons that are filled with confetti or glitter are prohibited.
 - Please discuss any elaborate balloon decorations with PRCS facility staff prior to arrival.
 - o Balloons that are not removed from the space after rental may create additional cleaning fees for the Renter.
- The Renter is responsible for restoring the rental space to its original condition. Trash bags will be provided by PRCS facility staff. All decorations must be taken down and placed in trash bags or immediately removed from the building. At the end of the rental, all trash must be bagged and placed next to the room entryway.
 - o PRCS facility staff must be alerted immediately of spills or accidents.
- Recorded or live music may be permissible. Please contact facility staff to learn more about renting existing sound equipment or providing your own.

- Not all sites have sound equipment; however, if applicable, PRCS facility staff will set up, take down, and demonstrate operating procedures for all facility sound systems.
- Only the Renter or listed Designee may operate the sound system and is responsible for damages or loss of sound equipment.
- All sound must comply with Chapter 654.02 of the Codified Ordinances of Loudoun County.

Payments, Cancellations and Refunds

- Full payment is required when this Agreement is confirmed for rental by PRCS facility staff.
 - Payment in full is required to confirm your booking. Please follow the facility's instructions regarding payment methods. If the point of contact is out of the office, please submit your form and wait for the staff member to reach out for approval, unavailability, and/or payment.
- Payments made 14 days or more prior to the date of the rental are accepted in cash, check, or credit card (VISA, MC, or Discover). Payments made less than 14 days prior to the rental date must be paid by credit card. Personal checks are not accepted for payments less than 14 days prior to the rental date. All checks must be made out to the County of Loudoun.
- All refund and cancellation requests shall be submitted in writing and include the name of the renter and rental date. All refund or cancellation requests must be submitted by email, fax, or mail to the site manager. Only written requests will be accepted.
- If a customer requests a refund 15 or more days before the rental date, a full refund will be issued. If a customer requests a refund 14 days or less prior to the rental date, a refund of 50% will be issued. No refunds will be issued once the rental date is reached or has passed. If a customer requests a refund after the start of the rental, no refund shall be issued.
- PRCS reserves the right to cancel, reschedule, or change a rental due to unforeseen circumstances. If PRCS cancels the rental, a full refund shall be processed by staff at the earliest opportunity.

The Renter shall indemnify, defend, and hold harmless the County, its officers, employees, volunteers, and agents, from loss from all suits, actions, or claims of any kind brought as a consequence of any act or omission by the Renter, Vendors, invitees, and/or attendees at the event. For purposes of this Agreement, "County" and "Renter" include their employees, officials, agents, and representatives. For purposes of this Agreement, "Vendors" includes but is not limited to any individual and/or entity providing services or products for the event which is the subject of this Agreement, as well as their employees, officials, agents, and representatives. The word "defend" means to provide competent legal counsel for the County or to reimburse the County for its attorney's fees and costs related to any and all suits, actions, or claims of any kind brought against the County as a consequence of any act or omission by the Renter, Vendors, invitees, and/or attendees at the event. The Renter agrees that this paragraph shall survive the Agreement and will remain in full force and effect even after the rental period. The Renter agrees that this clause shall include suits, actions, or claims involving infringement of license, patent or copyright.

Loudoun County Parks, Recreation and Community Services reserves the right to deny an application for any reason.

The individual signing the contract will be responsible for all fees and damages.

Renter Printed Name (first and last)		
Renter Signature:	Date:	
Cell phone:	Email:	
Address:		
Designee Printed Name, if applicable (first	st and last)	
Cell phone:	Email:	
Requested Facility:	Requested Event Date:	
Requested Space:	Requested Time Frame:	
Reservation Purpose:	Number of People:	

Once the PRCS Indoor Facility Use Agreement is completed, PRCS facility staff will follow up to verify dates, cost and age of renter. If the request is approved, then payment will be processed, and rental confirmed by email.