

The RENTER agrees to comply fully with all rules, regulations and policy statements established by the FAIRFAX COUNTY PARK AUTHORITY (FCPA), and ordinances or laws of Fairfax County and the Commonwealth of Virginia in the execution of the agreement. Please see <http://www.fairfaxcounty.gov/parks/rules> for a complete listing.

**RESPONSIBILITY:** Use will be approved only for adults 21 years of age and older who accept responsibility for supervision throughout the period covered by this contract.

**The RENTER is responsible for:**

- A. Removing trash bags at the end of the rental and placing them outside of the back door, removing all decorations, including outdoor signage. RENTER must take all helium tanks and specialty items with them; the FCPA is unable to dispose of these.
- B. Removing all food, liquid, trash, and tape from tables, chairs, floors, etc. Trash bags should be tied up and placed outside.
- C. Returning all equipment to their designated places upon completion of the rental.
- D. Informing Park staff that the facility is ready for inspection at the completion of the rental.
- E. Providing adequate supervision to maintain order at all times to prevent facility misuse or damage.
- F. Ensuring that children are supervised at all times.
- G. Ensuring adjoining residential properties are not disturbed.
- H. Ensuring that alcohol is not served to underage or intoxicated guests.

**TIME LIMITS:** Use of the facility is only for the times and dates listed on this contract. The facility will be opened exactly at the contracted time. All decorating, caterer delivery, set up breakdown and clean up must occur within the RENTER'S contracted time. The bar must close and the band/DJ cease playing at least one hour prior to the end of the contracted rental period. If the RENTER or his/her agents arrive prior to or do not vacate the premises within the contracted rental period, the RENTER will be penalized one-half the security deposit plus extra hour rate charges, for each hour and fraction thereof he/she uses the facility and/or grounds beyond his/her contracted time. For violations over one hour, the entire security deposit will be forfeited.

**ADDITIONAL HOURS AND/OR CHANGES TO CONTRACTED TIME:** Absolutely no changes in hours or use will be accepted without ten (10) days written notice, from the RENTER, accompanied by payment, if applicable. One-half the security deposit plus extra hour rates will be withheld if time limits on the contract are exceeded (See TIME LIMITS). The FCPA reserves the right to schedule more than one event on any given date and to designate the areas in which each RENTER may conduct activities. Not all requests can be accommodated.

**REQUEST TO CHANGE DATE:** A \$50 processing fee is due with a written request to change a confirmed rental date. If the rental cancels after a new date is confirmed, the security deposit plus a \$25 processing fee is forfeited. All requests to change date are subject to facility and staffing availability.

**PROHIBITED ITEMS:** Hot plates, fryers, or devices used for cooking. Self-adhesive party runners, tape of any kind, 3-M hooks, thumb tacks, fog machines, smoke machines, incense, fireworks, sparklers, bubbles, glitter, balloons filled with glitter, confetti or other decorative material, piñatas, chewing gum, Silly Putty, Play-Doh, Silly String, food coloring/gel beads with perfume or color used in floral arrangements, non-water-soluble art supplies or similar items are all prohibited inside or around the Visitor Center grounds. Using prohibited items may result in partial/full loss of the security deposit. Blue painters' tape will be provided upon request for hanging decorations.

**ALCOHOLIC BEVERAGES:** The RENTER may apply for alcohol beverage use for their Visitor Center rental when access is limited to the renting party only, and not to under-age attendees. All alcoholic beverages must always remain inside the facility. In addition to the Alcohol Beverage Use Application and fee of \$200, a Banquet License from Virginia ABC must be acquired if any of the following conditions apply: this is a public event, alcohol will be sold, there is a charge or admission fee during the event, or you purchase the alcohol from a distributor. Information on Banquet Licenses can be found at <https://www.abc.virginia.gov/licenses/get-a-license/banquet>. Serving alcohol without a Banquet License (if

needed) and an approved Alcohol Beverage Use Application, taking it outside, or serving to minors will result in the loss of the security deposit. See FCPA Alcohol Beverage Use Application for additional details. Please review alcohol guidelines here: [Alcohol in Fairfax County Park Authority Parks | Park Authority](#)

**BUSINESS ACTIVITY LICENSE:** For more information visit <http://www.fairfaxcounty.gov/parks/permits> or call 703-324-8516.

**SMOKING/OPEN FLAMES/COOKING DEVICES:** Smoking is prohibited inside the building or within 50 feet of the building. Any litter from smoking and other outdoor activities will be counted towards the total cleaning time. Candles and open flames are **not** permitted inside of the facility. Small birthday party candles are permitted – sparkler candles are **not** permitted. Sterno cans up to 8 ounces are permitted if they are used with the appropriate equipment (i.e. chaffing dishes, etc.). Hot plates, fryers, or devices used for cooking are prohibited inside the Visitor Center. Barbeque grills are permitted outside of the facility and must be a minimum of 15 feet away from the building. Fireworks are **not** permitted in the park. **TAMPERING WITH FIRE ALARMS** will result in the loss of the security deposit.

**AMPLIFIED SOUND:** The Visitor Center is in a residential neighborhood. Amplified sound is permitted in the auditorium through the house system or by a DJ using their own equipment. Failure to comply with requests by staff to turn music down will result in full or partial loss of the security deposit.

**PETS:** Pets are not permitted inside the Visitor Center except for service animals. All service animals must be leashed and under control of their owner while on park property.

**PARKING:** All cars must be parked in designated parking areas only.

**INDEMNIFICATION:** The RENTER hereby agrees to indemnify and hold harmless FAIRFAX COUNTY PARK AUTHORITY Board of Supervisors, FAIRFAX COUNTY, and their officers, agents, and all employees and volunteers, from any and all claims for bodily injury, and personal injury and/or property damage, including cost of investigation, all expenses of litigation, including reasonable attorney fees, and the cost of appeals arising out of any claims or suits which result from errors, omissions or negligent acts of the RENTER, his subcontractors and their agents and employees. Further, the RENTER agrees to assume liability for any damages to the Park Authority property due to or while in the RENTER's care, custody, and control.

**INSURANCE:** The RENTER agrees to the following insurance conditions as stipulated by FAIRFAX COUNTY: The RENTER hereby agrees to the terms and conditions set forth in this contract and further agrees that liability insurance is the RENTER's sole responsibility, and the FAIRFAX COUNTY PARK AUTHORITY shall not be responsible for any foregoing or any claims of losses that may result directly from services to be provided under this contract.

#### **COVID UPDATE**

Due to the uncertainty of the current COVID-19 Pandemic, there may be a chance that your rental would be cancelled, or additional capacity restrictions would be put into place. Paid rental groups must adhere to the CDC, Virginia and Fairfax County's current orders: [www.virginia.gov/coronavirus/](http://www.virginia.gov/coronavirus/), <https://www.cdc.gov/>, and [PARKS: Current Alerts: COVID-19 | Park Authority \(fairfaxcounty.gov\)](#). Participants should be asked to remain at home if they are feeling ill. Some of Fairfax County Park Authority buildings may remain closed.

Renter shall be under no liability for failure to honor this Contract nor should Frying Pan Farm Park or the Fairfax County Park Authority be under liability for failure to fulfill the terms of this Contract should such failure be due to current, credible, imminent, local threat or execution of terrorist attacks, riots, epidemics, acts or regulations of public officials, to include state, local or federal order requiring limiting gathering size due to public health, or other related emergencies, or acts of nature.