

UNIT OWNERS' ASSOCIATION OF MARKET STREET AT TOWN CENTER
CONDOMINIUM

POLICY RESOLUTION NO. 19-21

Relating to Use of the Amenity Facilities

WHEREAS, Article III, Section 2 of the Association's Bylaws provides that the Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Unit Owners Association; and

WHEREAS, Article III, Section 2(f) of the Bylaws provides that the Board of Directors shall have the authority to adopt and amend the Rules and Regulations; and

WHEREAS, the Board deems it necessary and desirable to establish certain rules and guidelines for the private use of the Amenity Facilities.

NOW THEREFORE, BE IT RESOLVED THAT the Board of Directors has adopted this revised and updated Policy Resolution regarding the private use of the Amenities Facilities:

I. DEFINITIONS

For the purposes of this resolution, the following definitions apply:

- A. "Amenity Facilities" or "Amenities" shall mean collectively the first floor Amenity Community Room.
- B. "Licensee" or "Applicant" shall mean any resident Unit Owner or tenant of a non-resident Unit Owner in good standing who reserves Amenity Facilities and pays user fees to the Managing Agent for this purpose.
- C. "Casual User" shall mean any resident Unit Owner or tenant of a non-Unit Owner in good standing who utilizes the Amenity Facilities without reservation.
- D. "Association Sponsored Events" shall mean events that are conducted or sponsored by the Board, an approved Committee, the Managing Agent, or by a club of resident members that has been chartered by the Social Committee, and approved by the Board, and where participation is open to all residents.
- E. "Owner in Good Standing" shall mean those Unit Owners who are fully compliant with all of the regulations of the Association, including, but not limited to, the obligation to pay assessments and the obligation to comply with all covenants, rules and regulations set forth in the Declaration, Bylaws and Policy Resolutions of the Association.
- F. "Management" shall mean Management (i.e., General Manager, Managing Agent, or their designees).

II. RESERVATION AVAILABILITY

With the exception of the Pool, Fitness Center and Business Center, all of which may not be reserved or rented, Licensees may apply to reserve for rent, subject to availability, a single Amenity Facilities or combination of Amenity Facilities for their use by complying with the terms of this Policy. Management shall administer all requests for the reservation of the Amenity Facilities on a first-come, first serve basis.

Management shall determine the availability of the Amenities for private reservation by prioritizing the use of the Amenities in favor of the activities of the Board, Committees, and Association Sponsored Events; provided, however, that Management shall not pre-empt an already existing reservation.

As part of the reservation process, all persons who wish to reserve any of the Amenity Facilities must provide proper identification to confirm status as an Owner in Good Standing, or as a tenant of an Owner in Good Standing with a current lease and lease addendum on file in accordance with Policy Resolution No. 06-10, to the satisfaction of Management.

III. AMENITIES AVAILABLE FOR RESERVATION

The following Amenity Facilities are available for reservation:

- A. Community Room

IV. OCCUPANCY

The maximum number of people, which includes guests, residents, catering/entertainment staff, shall be set by the Board of Directors (hereinafter the "Board"), but in no event shall exceed the maximum number permitted by Virginia and Fairfax County Fire and Building Codes, Virginia Executive Orders or other applicable laws and regulations. All persons that reserve any of the Amenities for an event or for their exclusive use (hereafter "Licensee" or "Applicant") must conform to this limitation and bear complete and total responsibility for compliance of the restriction during the term of any reservation period. If it is determined that a Licensee violated the occupancy limit, they will be prohibited from reserving any of the Amenity Facilities for a period to be determined by Management as approved by the Board.

V. CONDITIONS OF USE OR RESERVATION

Licensees who wish to reserve the Amenity Facilities must sign an Amenities Reservation Request and Agreement Form ("Agreement") for the reservation of the Amenity Facilities and pay required fees by 5 p.m. the following business day. A copy of the form of the Agreement is attached as **Exhibit A**, which may be amended and replaced from time to time by the Board. The Board hereby authorizes Management to review all proposed Agreements for the Amenities. The Managing Agent or its designee, shall have the power to deny any reservation request if the proposed use appears to conflict with the terms of this Policy. The following conditions shall apply to all Agreements:

- A. All Agreements are non-transferable.

- B. Individuals are expressly prohibited from reserving the Amenity Facilities for use by another party. If the Licensee reserves any of the Amenities for use by another party, the individual shall be in breach of the Agreement and shall be prohibited from reserving any of the Amenity Facilities for a period to be determined by the Board.
- C. Reservation requests must be submitted no less than three (3) days prior to the event, unless otherwise approved by Management.
- D. Licensees must be physically present in the Amenities Facilities they have reserved at all times during the term of the reservation period.
- E. Licensees must not charge fees of any sort for admission or entry into the Amenities Facilities with the exception of Association Sponsored Events to cover the cost of these events.
- F. Licensees must provide chaperones for all activities attended by individuals under eighteen (18) years of age. Licensees must provide a minimum of one (1) chaperone for every ten minors present during the use of the Amenities Facilities. All chaperones must be at least eighteen (18) years of age.
- G. When a Licensee hosts an event, the Licensee shall leave a guest list at the Front Desk prior to the event. The owner of the Unit in which the Resident hosting the event resides is responsible for the conduct of all persons on the non-resident guest list and other guests at the Licensee's event.
- H. Licensees must ensure that all attendees be present by invitation only. Invitations to the general public to join an Amenities Facilities Event shall be absolutely prohibited.
- I. Licensees must ensure that all attendees stay in the Amenity Facilities they have rented. Non-resident guests may not have access to or otherwise use any other part of the condominium unless escorted by the Licensee, with the exception of the condominium lavatories.
- J. Under no circumstance may anyone remove, or permit to be removed, any equipment, furniture or other property belonging to the Association from the Amenity Facilities.
- K. No one may place or use a dance floor, risers, smoke machines or heavy equipment within the Amenities Facilities. Sound-amplifying devices may be used in the Community Room with prior Board approval.
- L. No one may install any objects such as nails, tacks, scotch tape or any substance that causes permanent marking or damage to the Amenity Facilities, including, but not limited to, finger paints, glue, or glitter. Licensees must remove in their entirety all of the materials, decorations, equipment, or trash at the end of their use of the Amenity Facilities. Structural or electrical alterations and any penetrations into the walls, ceiling, and floors of the Amenity Facilities are strictly prohibited. If Management discovers any material

affixed to or penetrating through the ceilings, walls, and floors, the Licensee shall be responsible for any expenses to cover damages.

- M. Neither the Licensee nor guests may bring flammable, toxic, or otherwise "hazardous material" as defined by Federal Regulations or presents any potential damage to the Amenity Facilities.
- N. Before vacating the premises, Licensees are responsible for the proper disposal of all food and decorations and routine cleaning. The term "routine cleaning" includes, but is not limited to, restoring the facilities to their pre-use condition, and cleaning up any trash and debris located in the Facilities and any surrounding area. Licensees must dispose of all trash in appropriate containers (trash bags) and dispose of trash by placing in the trash room on the first floor at the conclusion of the reservation. The Licensee is responsible for completing all of the cleaning responsibilities before the completion of the reservation period. At the end of the event, the Licensee must ensure that all appliances are turned off. Failure of any owner to complete their cleaning responsibilities in accordance with this Policy shall result in a cleaning arranged by the Managing Agent. The Licensee must pay for any of the required cleaning and any amounts for damages incurred.
- O. No activities that violates any Federal, State, or local law or ordinance are permitted in the Amenity Facilities.
- P. No smoking of any kind is allowed in the Amenity Facilities or the outside areas immediately adjacent to the Amenity Facilities. This includes the use of cigarettes, cigars, vaping or other smoking devices.
- Q. No food or beverages are permitted outside the Amenity Facilities except to the extent food or beverages are being transported to or from and event by the Licensees or attendees in connection with their hosting or participating in the event.
- R. Each Unit is restricted to having no more than two reservations of a specific Amenity Facilities active at any given time. An Amenity may be reserved up to ninety (90) days in advance of the desired date without prior Board approval.
- S. Amenity Facilities may not be used for advertising, political, educational (commercial or business purposes), charitable, fund raising, recurring religious services, gambling, illicit, or public functions. This does not apply to the Tephra Institute of Contemporary Art.
- T. Use of the Amenities is limited to resident Unit Owners and tenants of non-resident Unit Owners for personal and private events. No commercial, organizational, or employer event shall be approved. This does not apply to the Tephra Institute of Contemporary Art.
- U. Licensees are responsible for ensuring that their guest and invitees comply with the terms of the Amenity Reservation and Agreement Form and the policies, rules, and regulations of the Association. Violations by a guest or invitee shall be treated as a violation by the Licensee or the Licensee's landlord, and in such instances the Managing Agent has the power to terminate the event.

V. No candles are permitted in Amenity Facilities. Licensed and insured caterers may use candles or small jellied chaffing fuel containers (example Stem) as devices for food warming.

VI. FEES

A. Any Licensee who wishes to rent the Amenity Facilities must pay a non-refundable reservation Use of Facility Fee set forth in a currently approved Association Fee Schedule.

B. Management shall consider an incident of non-compliance with these terms to be a breach of the Agreement and has both the right to retain the Use of Facility Fee as well as the right to cancel the event; provided, however, that the Managing Agent or its designee sends written notice to the Licensee explaining the violation, and the reason the reservation fee has been retained and/or cancellation of the event has occurred.

C. The applicable Amenities Facilities shall be formally reserved when a Licensee delivers to the Association a signed Agreement Form, along with full payment for all use fees, and has received a written confirmation and signed copy of the Agreement from Management. All payments must be in the form of a personal check, certified check, money order, electronic payment, or credit/debit card made payable to Market Street at Town Center Condominium Association.

D. Cancellations received less than three (3) days before the reserved date will result in forfeiture of the Use of Facility Fee.

E. The Association shall charge the Licensee any amounts necessary to cover any costs of "routine cleaning" not satisfactorily completed by the Licensee as described herein and agreed by the Licensee. The determination as to whether the Licensee has satisfactorily completed all routine cleaning shall be in the sole discretion of Management, who shall determine the cost of any necessary additional cleaning, repairs, or replacement of any property damage during the use of the facility, which may also include the cost of any extraordinary cleaning services, if determined necessary by Management. The Licensee shall be responsible for the amount of damages, as indicated on written documentation provided by Management, which shall be treated as an assessment against the Licensee's Unit. The Licensee shall be responsible for any and all damages and violations that occur due to the use of the facility by the Licensee regardless of whether the Licensee personally caused the damage.

F. The Licensee agrees to pay all reasonable costs, including legal fees, court costs and administrative fees in the collection of any outstanding obligation owed to the Association resulting from the enforcement of the Association's Policy concerning the reservation or use of the Amenity Facilities.

G. The Licensee may appeal an imposition of charges incurred. A "final decision" shall be the final decision of the Board after a Licensee has appealed the imposition of charges to the Board or, if the right to appeal a charge has been waived.

- H. Association sponsored events shall be conducted as outlined within this Resolution, but fees, and completion of the Agreement form in Exhibit A are waived.

VII. INSPECTIONS

Prior to any event, Management shall inspect the Amenity Facilities subject to the reservation to record the current condition of the facility. A copy of this condition report shall be provided to the Licensee prior to the event. After the term of any reservation period, the Managing Agent, or its designee, will conduct a post-use inspection of the facility reserved. The Managing Agent or its designee, shall prepare a report of the event that will be considered a part of the final inspection report. In their sole discretion, the Managing Agent shall make determinations as to whether any damages occurred during the reservation period and the amounts which shall be assessed to the Licensee.

VIII. VIOLATIONS, ENFORCEMENT POLICY

- A. All Licensees shall be subject to the Associations Enforcement Policy as articulated in Policy Resolution 6-10 for violations of the governing documents if the Licensee violates this Policy. The Association shall be permitted to take all actions authorized by the Association's Declaration, Bylaws, Policy Resolutions, and the Virginia Condominium Act, including but not limited to, the imposition of monetary charges and the suspension of a Unit Owner's membership rights.
- B. All landlord Unit Owners are responsible for the conduct of their tenants. In the event the Licensee is a tenant, the owner of the tenant's unit shall be included in the process for determining any liability. If a Licensee violates this Policy and causes damages to the premises, the Association shall hold the Unit Owner responsible for such conduct and costs and reserves the right to take appropriate action against the Unit Owner, including, but not limited to, assessment of penalties and the assessment of damage costs against the title to the landlord Unit.
- C. The remedies set forth in this Policy shall not constitute an election of remedies. The Association reserves the right to take any and all actions available to it under the law, which may include the imposition of penalties, suspension of privileges and filing legal action to obtain injunctive relief or money damages.

IX. LIABILITY

- A. The Association, its directors, agents, officers, employees, or other designees shall assume no responsibility for the personal property of any individual who uses the Amenity Facilities during a reservation period. Any use of any and all Amenity Facilities under this Policy shall be at the user's own risk, and they shall forever hold harmless and indemnify the Association, its directors, managers, and other representatives from any and all liability and/or responsibility for any personal injury caused or permitted to be caused through or otherwise related to the use of any Amenity Facilities.

- B. The Licensee and any guest or other user of the Amenity Facilities shall be responsible for adherence to all of the Association's Rules and Regulations, Policy Resolutions and Condominium Instruments, including any amendments thereto and all specifications of the Agreement, and the Licensee shall be responsible for ensuring that his/her guests and invitees comply with all such Rules and Regulations, Policy Resolutions and the Condominium Instruments as well as all local, State, and Federal laws.
- C. The Association is under no liability to the Licensee due to any discontinuance of heat, hot water, and air conditioning or for the discontinuance of any other service caused by accident, breakage, or other reason, or the cancellation of any event by the association for any reason. In the event of cancellation, the Associations sole liability shall be the return to the Licensee of any money paid for the use of any Amenity Facilities.

X. EFFECTIVE DATE

The Effective Date of this Policy Resolution is December 16, 21 (and shall supersede and replace all prior resolutions or regulations relating to the subject of this Policy Resolution.

I attest that the Board of Directors adopted this Resolution at a duly convened meeting of the Board of Directors on 12-16, 2021.

Megan Lubina
Megan Lubina, Secretary

CERTIFICATE OF NOTICE & PUBLICATION

I hereby certify copies of this Policy Resolution No. 2021-19 was mailed to all Unit Owners by regular mail, postage prepaid, at their addresses of record on file with the Association on this 6th day of January, 2022. A copy was also published on the Association's website.

By: Lee Carr
Title: General Manager

AMENITIES RESERVATION REQUEST AND AGREEMENT FORM
EXHIBIT A TO POLICY RESOLUTION NO. 19-21

Applicant Name(s): _____ Unit No.: _____

Phone No.: _____ Email: _____

Date of Function: _____ Time of function (including cleaning time) _____ until _____

Event Purpose: _____

Amenities Facilities Requested (list all that apply): _____

No. of Guests Expected: _____ Will alcohol be served? Yes _____ No _____

Name of chaperoned if required: _____

Note: Reservation is not confirmed until receipt of a completed form, use fee, and written confirmation has been obtained from Management.

Signature: _____ Date: _____

* By signing above, I confirm that I have received a copy of Policy Resolution 19-21 Amenities Information Sheet and will abide by the Condominium Instruments and Rules and Regulations of Market Street at Town Center Condominium, as appropriate.

To be completed by Market Street Staff

Type of Event:

Private

Association
Sponsored

Completed form received by: _____ Date: _____

Use fee received by: _____ Check #: _____ Amount: _____

Credit/Debit Card: _____ Amount: _____

Copy of Policy Resolution No. 19-21 and Amenities Info Sheet given to Resident
Guest list provided by Resident

For Managing Agent Office Only

Approved by: _____ Date: _____

Resident Notified on: _____ By Letter or Email (circle one)

UNIT OWNERS' ASSOCIATION OF
MARKET STREET AT TOWN CENTER CONDOMINIUM
Amenity Facilities Use License Agreement

AGREEMENT

In consideration of \$1.00, the mutual promises and covenants herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows for the use of the Amenity Facilities (i.e., first floor Community Room) for a private event ("Event").

I. PAYMENTS & DEPOSITS

1. A check for the Use of Facility Fee must accompany this Application and Agreement for Use of the Amenity Facilities (the "Agreement"). The Use of Facility Fee covers a Licensing Use Fee of \$100.00 for the use of the Amenity Facilities. A maximum of four (4) hours is guaranteed for use unless pre-approval has been granted by the Board.
2. An Incidental Deposit in the amount of \$1,000.00 must also accompany this Agreement. Please select one method of payment: Unit Owners Association of Market Street at Town Center **account charge authorization** (Unit Owners Only) or via **check**

This Incidental Deposit will be voided within ten (10) working days, if the Amenity Facilities is left in a clean and undamaged condition and there are no violations of this Agreement as set forth herein. If, upon inspection by the General Manager or Managing Agent, the Amenity Facilities is found to be in need of cleaning or repair, this deposit will be used for those purposes. If the cost to perform cleaning and/or repairs exceeds the amount of the deposit, the additional charges will be assessed and applied to your Unit Owners Association of Market Street at Town Center Condominium (hereinafter, the "Association") account as an additional amount due and payable to the Association. In the event the Amenity Facilities is being reserved and used by a non-owner Resident, said non-owner Resident must pay all additional charges immediately upon notice from the Association. If the charges are not paid, those charges will be added to the Association account of the owner of the Unit in which the undersigned resident resides. All floors should be swept and/or vacuumed and all trash and refuse should be removed from the Amenity Facilities immediately after use. Applicant must wipe down the kitchen area, remove all food from the refrigerator and leave the appliances in a clean condition when you leave.

3. The Applicant acknowledges and agrees that the Use of Facility Fee and Incidental Deposit shall be immediately due and payable to the Association and the Event will be cancelled if the Applicant misrepresents the nature of the Event or attempts to rent the Amenity Facilities for another party or for a commercial or business event.
4. The Applicant further acknowledges and agrees that the Incidental Deposit shall be due and payable to the Association if it is necessary for the Fairfax County Police to respond to a call relating to the Event.

II. RULES AND OTHER CONDITIONS

In consideration of being provided use of the Amenity Facilities the undersigned agrees to comply with the rules and conditions herein contained for the use of said premises.

1. The Amenity Facilities are non-smoking facilities and shall not be used for any unlawful purpose and users shall not make or permit to be made, any disturbing noises or permit any act, which will unreasonably interfere with the rights and comfort of other community residents. Smoking, vaping and the use or consumption of tobacco, marijuana or related products is prohibited.
2. All private social gatherings shall be confined to the Amenity Facilities only. The Applicant will have use of nearby lavatories. At no time during the use of the Amenity Facilities will the undersigned or their guests be permitted or allowed on the pool deck or in the pool or other areas of the building. Any use of the swimming facilities by the undersigned or the undersigned's agents, employees, licensees, guests, or invitees during the use period shall constitute a breach of this Agreement. There shall be no loitering in the parking areas and grounds of the condominium property and area surrounding the Amenity Facilities. The Association, its officers, directors, agents, employees, and owners shall not be liable for any damage, injury, cause, claim, or action arising out of or related to the use of the swimming facilities by the undersigned or the undersigned's agents, employees, licensees, customers, or invitees during the use period.
3. The undersigned agrees to assume full responsibility for any damage to the building, furniture, or equipment owned by the Association. Nothing is permitted to be affixed to the ceiling, walls, windows, or doors of the Amenity Facilities with scotch tape, thumbtacks, nails, or other damaging methods. Only non-marking fasteners may be used, and all decorations must be removed promptly at the conclusion of the Event.
4. The Association, its Managing Agent, and their directors, officers, members, employees, agents, and designees shall not be responsible for the loss of any personal effects, dishes, equipment, or food. Any items left in the Amenity Facilities will be considered abandoned and disposed of by the cleaning company engaged for Disinfection Services.
5. Parties for children and young adults under the age of eighteen (18) must be supervised by an adult resident who is at least eighteen (18) years of age at all times while occupying the Amenity Facilities. The undersigned agrees to provide supervision should the need occur.
6. The undersigned agrees that should Management deem the use of the Amenity Facilities unreasonable, and actions or misconduct by the occupants become a nuisance or disturbance to the residents, or if any breach of this Agreement is deemed to be transpiring, they have the right to terminate this Agreement and require that the undersigned and guests vacate the premises immediately.
7. The undersigned agrees to use the Amenity Facilities only on the date and during the hours requested.

8. If a key is provided, the undersigned must return the key to Management as soon as possible after the Event. There will be \$75.00 charge to replace a key not returned in a timely manner. In addition, the Incidental Deposit will not be refunded. The undersigned also agrees not to duplicate the key for any reason.
9. The undersigned Applicant must be in total compliance with the Association's Parking Policy. The Applicant must be an Owner in Good Standing or the resident tenant of a non-resident Owner in Good Standing. In the event that the Amenity Facilities are sought to be used by a non-owner resident, this application must be signed by said resident as well as the Owner of the Resident's Unit within the Association and said Owner must be an Owner in Good Standing.
10. The undersigned agrees that he/she/they have in force a HO-6 Insurance Policy or renter's insurance with liability coverage and that in the event of a claim his/her/their insurance will be the primary carrier and the Association's insurance will be the secondary.
11. The undersigned will assume total responsibility for any Injury or accident to any person who is present at the invitation of the Applicant.
12. The sale of alcoholic beverages in the Amenity Facilities and the common elements is prohibited, both through the direct sale of beverages or through the charging of an admission fee for a function at which alcoholic beverages are served. If alcoholic beverages are served, there can be no fees charged and the undersigned shall adhere to all Federal, State and Local laws governing the consumption and service of alcoholic beverages, shall obtain appropriate liability insurance coverage, and shall obtain the appropriate Banquet or Special Event License from the Virginia Department of Alcoholic Beverage Control. Should the Association determine that alcohol is being served and that any fee is being charged, or that there is insufficient insurance and/or State or local licenses, the Association and Management have the right to immediately terminate this agreement, put an end to the Event, and require that the undersigned and their guests immediately exit the premises.
13. Applicant shall follow and comply with all other Rules and Regulations pertaining to the use of the Amenity Facilities.

III. ADDITIONAL COVID-19 TERMS AND CONDITIONS

COVID-19, also known as the novel coronavirus, is extremely contagious and is believed to be spread by close person-to-person proximity, by touching contaminated surfaces, and by other means of transmission. The Association has taken reasonable measures to keep the Amenity Facilities and facilities sanitary, but makes no assurance, guarantee, or representation in any way that any person choosing to use the Amenity Facilities or any other Association facilities will be protected from contracting COVID-19.

1. I desire to use the Amenity Facilities and other authorized facilities. I understand that by doing so, I am placing myself and my guests at risk of exposure to COVID-19. I acknowledge and understand that COVID-19 is a highly contagious disease that can cause

serious illness and death and that by choosing to use the Amenity Facilities and authorized facilities I accept those risks.

2. The number of people attending the Event is limited to _____ people.
3. To the fullest extent allowable under Virginia law, I hereby release, hold harmless, and forever discharge the Association, its directors, officers, employees, members, residents and agents from any claims, liabilities, injuries, illness, death, medical expenses, lost wages, damages of any kind, damage to person or property, direct or indirect, including but not limited to costs and attorney's fees, arising from my exposure to, contracting of, or in any way related to COVID-19 in connection with my use of the Amenity Facilities or other authorized facilities.
4. I voluntarily agree to assume all of the risks associated with COVID-19 and accept sole responsibility for any injury (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or any of my guests, attendees, or other persons may experience or incur in connection with attendance at and/or use of the Amenity Facilities and/or facilities, whether a COVID-19 infection manifests before, during, or after my/our use of the Amenity Facilities and/or facilities.
5. I further agree that I am responsible and liable for any and all claims, liabilities, illness, injuries, expenses, damages to persons or property, direct or indirect, including but not limited to costs and attorneys' fees, arising from, or as a result of my possible or actual exposure to COVID19 or that of my guests, attendees or other persons by my/our use of the Amenity Facilities and/or facilities and I hereby agree to indemnify and hold harmless the Association, its directors, officers, employees, members, residents and agents from any such claims and/or liabilities, injuries, damages to persons or property, including but not limited to, costs and attorney's fees.
6. I acknowledge that I have voluntarily requested to use the Amenity Facilities for a private event that I am hosting. I acknowledge and accept full responsibility to implement reasonable preventative measures to reduce the spread of COVID-19 before, during, and after my Event. I am familiar with Federal, State, and local laws, orders, directives, and guidelines related to COVID-19, including the Centers for Disease Control and Prevention (CDC) guidance on COVID-19, and I shall comply with all such orders, directives, and guidelines while on Association property including, without limitation, requirements related to limitations on the number of persons permitted to gather, hand sanitation, social distancing, and facemasks/face coverings. I acknowledge and agree that I have requested exclusive use of the Amenity Facilities for my private event and that the Association has no cleaning, monitoring, or other COVID-19-related obligations or duties to me or my guests or attendees in connection with this Event or with our use of the Amenity Facilities.
7. The undersigned expressly agree to limit the attendance at my Event to comply with current Virginia and Fairfax County, Virginia restrictions (e.g., face masks). The undersigned agree that he/she/they will strictly limit admission to the Event and will not allow members of the general public to attend.

8. The parties agree that this Agreement shall be interpreted in accordance with the laws of the Commonwealth of Virginia, excluding its conflict of law's provisions, and that venue for all disputes between the parties shall be the courts of Fairfax County, Virginia. It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is adjudged by the Courts to be illegal or in conflict with any law of the State where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain that particular part, term or provision held to be invalid. If suit is brought by either party for breach of this Agreement or other claims related to the provisions of this Agreement, the prevailing party shall be entitled to recover all costs connected to the suit, including reasonable attorney's fees, regardless of whether the matter proceeds to judgment.
9. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
10. This acknowledgment is binding upon my heirs, beneficiaries, and successors-in-interest.
11. By signing below, I/we represent and warrant that the information I/we have provided above is truthful and correct and that I am authorized to execute this Application.

In consideration of being provided the use of the Amenity Facilities, all of the undersigned agree to the above terms and conditions and the following: The undersigned bears full responsibility for his/her invitees and attendees; accordingly, the undersigned agrees to indemnify and forever hold harmless the Association, its Board of Directors, Officers, General Manager, Managing Agent, Unit Owners, and Employees against any and all defense costs, fees, damages, expenses or judgment liability arising from any claims, causes of action, proceedings, or lawsuits brought by a third party, arising from or relating to any injury to persons or damage to property occurring in or about the Market Street at Town Condominium premises and upon the adjoining sidewalks, parking areas, and common areas associated with or in any way related to the use of the Amenity Facilities. This section shall survive the termination or expiration of the Agreement.

Licensee/Applicant's Name (please print): _____

Licensee/Applicant's Signature: _____

Co-Licensee/Co-Applicant's Name (please print): _____

Co-Licensee/Co-Applicant's Signature: _____

If the Licensee(s)/Applicant(s) is/are non-owner Residents, this application must also be signed by the Owner(s) of the Unit in which said non-owner Residents reside. By signing below, the Owner(s) authorize their tenant/resident to reserve the Amenity Facilities and agree to be bound by the terms of this Agreement.

Unit Owner's Name (please print): _____

Unit Owner's Signature: _____

Unit Owner's Name (please print): _____

Unit Owner's Signature: _____

By Management

Date Approved: _____

By: _____

12067285

Revised 3/2/2023