

Facility or Pavilion use is based upon adherence to the following guidelines. If the rental individual or group has misrepresented itself or has not adhered to the Prince William County Department of Parks & Recreation, Birchdale Community Center, Chinn Aquatics and Fitness Center, or Sharron Baucom Dale City Recreation Center (herein referred to as PWC DPR/BCC/CAFC/SBDCRC) rental policies and procedures, it will result in forfeiture of rental contract and all monies involved. The decision to terminate the agreement could be made by either security personnel or PWC DPR/BCC/CAFC/SBDCRC staff to ensure the safety of patrons, staff, or property.

The rental individual or group is solely responsible and shall indemnify and hold harmless PWC DPR/BCC/CAFC/SBDCRC, their directors, officers, employees, and volunteers from injuries, damage, or liability from all claims, suits, and causes of action.

No group or individual shall be excluded from equal access to County buildings and facilities because of considerations of race, sex, religious or political persuasion, or because of the political, religious, or social aims, expressed by the individual or group, or by any group's members.

User Regulations:

- The rental area is available only on the dates and times specified on the agreement. This time *must* include setup and cleanup times.
- The renter individual or group may only use, and exclusive use of, areas listed on the agreement.
- Setup and cleanup include tables, chairs, decorations or outside vendor items.
 - BCC & SBDCRC – Renter is responsible for disposing of all trash and trash bags in the dumpsters adjacent to main building prior to departure.
 - CAFC (*outdoor*) – Renter is responsible for disposing of trash and trash bags in the dumpsters prior to departure.
 - CAFC (*indoor*) – Renter is responsible for putting away tables and chairs and disposing of trash in the trash bags provided. The floor must be clear of any decorations or debris

prior to departure. The cleaning fee is for cleaning services to dispose of trash bags and prep the area for the next day.

- All participants associated with rental event are subject to abide by all facility rules and regulations. PWC DPR/BCC/CAFC/SBDCRC reserves the right to conduct a background investigation of any rental individual, participant, group, or event.
- PWC DPR/BCC/CAFC/SBDCRC is not responsible for any items belonging to the rental individual or group. This includes items lost, stolen or damaged.
- PWC DPR/BCC/CAFC/SBDCRC reserves the right to approve any event decoration or control volume of sound.
- Outdoor areas, including Pavilions, close at dusk.
- Rental vendors or amusements must be approved and provide a copy of vendor's liability insurance at least 14 days prior to event.

Prohibitions:

- Rentals which include any of the following prohibitions are subject to immediate event termination and forfeiture of all fees paid or money collected, including refundable security deposit:
 - Smoking or use of inhalants are prohibited inside any facility or within the boundaries of outdoor rental spaces. Smoking or use of inhalants must be at least 20 feet from facility or outside rental space boundaries.
 - Fundraisers, extension of business operations, admission fees, or public sales are prohibited.
 - Advertising (i.e., social media, tv, radio, posters) or open events are prohibited.
 - Alcohol is prohibited on PWC DPR/BCC/CAFC/SBDCRC property. This includes inside the facility, outdoor spaces, and parking lots.
 - Money collected, either prior to rental or during rental, for outside PWC DPR offerings are prohibited.

- Rental programs which compete with PWC DPR offerings are prohibited.
- Personal grills are prohibited. Large (above listed capacity) outdoor rentals must have approval to bring charcoal grills. All propane grills are prohibited.
- Smoke machines, open flames (except small candles for limited time or chafing fuel/ Sternos), glitter or confetti (including inside balloons or objects) are prohibited.
- If area is returned to prior condition, and follows cleaning guidelines above, security fee will be returned in full.
- Partial or full security fee may be forfeited to return area to prior condition.
- If cancelled at or prior to 14 days, security fee is subject to forfeiture. All rental costs may be returned.
- If canceled within 14 days, full rental payments (including security deposit) is subject to forfeiture.

Payment/Cancellation/Refund Policies:

- Pavilion or outdoor spaces require payment in full at the time of booking.
 - If canceled within 14 days, all fees are subject to forfeiture.
 - If canceled at or prior to 14 days, a \$50 surcharge will be subtracted from the rental cost.
- Indoor spaces require payment 50% of rental cost and refundable security deposit at time of booking.
 - Remaining 50% of rental cost is due at least 14 days prior to event date.
- Renter agrees to pay fees in excess of security fee to repair area to prior condition.
- Inclement weather may not be grounds for a refund. BCC/CAFC/SBDCRC will work with renter to find another date.
- Request for additional refunds may be subject to 3rd party (i.e., doctor's note) verification.
- Non-rental specific fees (i.e., returned check fees) are available at facility front desks.
- Refunds or returns will be paid out in the same manner as payment made.