

The Renter agrees to comply fully with all rules, regulations and policy statements established by the FCPA, and ordinances or laws of Fairfax County and the Commonwealth of Virginia in the execution of the agreement. Please see [Park Rules](#) for a complete listing.

RESPONSIBILITY: Renter must be for 21 years of age or older and accept responsibility for supervision throughout the period covered by this contract. Renter is financially responsible for any damages incurred during the rental.

The RENTER is responsible for:

1. Removing trash bags at the end of the rental and placing them outside of the back door, removing all decorations. Trash bags are provided.
2. Returning tables and chairs to their designated places upon completion of the rental. Returning painters tape used to hang decorations to front desk.
3. Informing park staff that the facility is ready for inspection at the completion of the rental. Both the renter and park staff will be present at the inspection.
4. Providing adequate supervision to maintain order at all times to prevent facility misuse or damage.
5. Ensuring adjoining residential properties are not disturbed.

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, setup breakdown and cleanup 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 the first 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 IN SCHEDULE: **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.

ALCOHOLIC BEVERAGES - ALCOHOLIC BEVERAGES ARE PROHIBITED ON PARK GROUNDS

HOWEVER, 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 remain inside the facility at all times. 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 an ABC 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.

BUSINESS ACTIVITY LICENSE - Rentals conducting sales or collecting fees of any kind require a business activity license. For more information visit [Park Use Permits](#) or call 703-324-8516

SMOKING/OPEN FLAMES - No smoking is allowed in the Visitor Center. Smoking is prohibited within 50 feet of the front entrance. No candles or open flames are permitted inside of the facility. Sterno and flame sources of this type are permitted as long as they are used with the appropriate equipment (i.e. chaffing dishes, etc). 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.

INDEMNIFICATION: The renter hereby agrees to indemnify and hold harmless The Fairfax County Park Authority Board, the 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 the 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.

PARKING - All cars must be parked in designated parking areas only. Due to the popularity of Frying Pan Farm Park, parking is not guaranteed. Additional parking is located in the farm and equestrian parking lots until 5:00pm.

PROHIBITED ITEMS - Self-adhesive party runners, tape of any kind, 3-M hooks, thumb tacks fog machines, smoke machines, fireworks, sparklers, glitter, 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 inside or around the Visitor Center grounds. Blue tape will be provided upon request for hanging decorations. Using any of the prohibited items may result in partial/full loss of security deposit.