



# CONDITIONS GOVERNING USE OF FCPA RENTAL FACILITIES

Please fully read the below contract thoroughly and initial each section before signing and dating at the bottom of this page.

## PAYMENT & RESERVATION

1. Sprayground, Sand Volleyball, Carousel and add-ons must be paid in full at the time of the reservation.
2. Possession or consumption of alcoholic beverages is prohibited. Grilling is also prohibited. No food, or drinks, except water in non-glasses containers, is permitted in the sprayground.
3. A responsible adult must be present to supervise the entirety of the event.

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## SPRAYGROUND—OUR SPECIAL HARBOR RULES

1. Reservations for each summer season will begin at 9 am, January 1st and are processed on a first come, first serve basis.
2. A group is 15 or more people associated with a particular family, school, church, daycare, martial arts or some other business enterprise during any day of the week.
3. Groups must adhere to all park rules.
4. You must complete a group contract and make appropriate payment for each separate reservation date and time.
5. Group Use Reservation Forms should be submitted via email to [FCPA-OSHReservations@fairfaxcounty.gov](mailto:FCPA-OSHReservations@fairfaxcounty.gov) or in person through the Manager on Duty at Lee District RECenter.
6. Reservations must be submitted at least three days prior to the reservation date.
7. If space exists, last minute reservations may be accepted with a completed contract and appropriate payment at Manager's discretion.
8. Group reservations may not be made for more than 80 people, including chaperones, during any given reservation time slot.
9. Groups must provide one chaperone for every eight children in the group.
10. Time slots include 9:30-11:30am (*weekends ONLY*), 12:00-2:00pm, 2:30-4:30pm & 5:00-7:00pm (*5:00-7:00pm is not available on Wednesdays*). Multiple time slots may be reserved. Groups are not permitted to stay more than one timeslot unless it is scheduled and paid for in advance.
11. Each person from the group must pay the appropriate fee. Groups not permitted to 'cycle' the same number of participants of a group with another and avoid paying the usage fee for each person.
12. The fee (*\$5 in-county & \$10 out-of-county*) is for both children and adults, including chaperones. There is no senior rate.
13. Refunds will not be given for groups that bring fewer participants than their original reservation request.
14. Payments are non-refundable. However, full or partial refunds will be considered on a case-by-case basis for the following:  
Weather - Thunder, lightning, heavy rain, Tornado, hurricanes  
Temperature - When it will be less than 70° during the rental time.  
Utilities - Loss of water or power  
Misc. - Earthquakes, or other unforeseen interruptions to the operation.
16. No food or drinks, except for water in non-glass containers, is permitted in the spray park.
17. We do not have changing facilities onsite. Group participants should arrive dressed for the spray park and will need to plan on leaving the site while still wearing their swim suits.
18. WATER SHOES/PROTECTIVE FOOTWEAR WITH A MANUFACTURED BACKSTRAP MUST be worn at all times by children 15 years and younger on the wet pad. Adults must wear water shoes, flip flops or sandals.
19. Please see a complete list of rules upon arrival or at the following **website**: <https://www.fairfaxcounty.gov/parks/recenter/lee-district/family-recreation-area>

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## OUR SPECIAL HARBOR GROUP USE AGREEMENT

The user hereby agrees to indemnify and hold harmless Fairfax County, the Fairfax County Park Authority, Their officers, agents, and all employees and volunteers, from any and all claims for bodily 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 user, his agents or employees. I have received and will abide by all rules associated with the use of Our Special Harbor.

Group Representative Signature \_\_\_\_\_ Date \_\_\_\_\_

## RENTER RESPONSIBILITIES

1. Rental Lessee must be twenty-one (21) years or older. **ALCOHOL IS NOT PERMITTED ON THE PREMISES**
2. The rental Lessee is liable for **all** damages and/or injuries to persons or property. All damages and/or injuries must be immediately reported to the Manager on Duty.
3. Private property brought onto Park grounds is the responsibility of the Owner.

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## CANCELLATION

1. Cancellations/changes requested more than 10 days before the event with either the Sprayground or Carousel will incur a \$25 processing fee.
2. Cancellations/changes to the reservation with either the Sprayground or Carousel are not allowed within 10 days of the event.
3. Failure to comply with FCPA rules/regulations may result in immediate cancellation of the rental and no refund will be given.
4. Cancellations made by FCPA will receive a full refund.
5. Reservations may be eligible for a partial or full refund on a case by case basis. Please Contact site management.
6. Sand Volleyball cancellations require a 24hour notice to receive a full refund.

Initial \_\_\_\_\_

**I have read, understand, and agree to the conditions stated on this contract concerning the rental of this FCPA facility.**

CUSTOMER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_