

**CASCADES COMMUNITY ASSOCIATION  
ADMINISTRATIVE RESOLUTION No. 28**

**Cascades Community Association  
Facility Rental Policy and Procedures**

**Updated January 26, 2023**

WHEREAS, Article 4, Section 4.1 of the Bylaws states that “The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not required by the Act of the Association Documents to be exercised and done by the members;” and,

WHEREAS, Article 2, Section 2.4 of the Declaration authorizes the Board of Directors to regulate the Common Areas and to Charge fees for the use thereof; and,

WHEREAS, the Board intends to hereby establish a policy under which members may rent select facilities.

NOW, THEREFORE, BE IT RESOLVED THAT: The Board approves the policy and procedures detailed herein, and directs management to publish this resolution in the newsletter of the Association and provide copies of the newsletter to Owners at their last address of record with the Association.

**I. ELIGIBLE USE**

- A. The Facilities shall be for the exclusive use of Cascades Community Association Owners, Tenants and Guests eligible to use Recreational Facilities. Lot owner’s account must be current and free of violations of the Association Governing Documents. Lot owners understand they are responsible for actions of Tenants and guests. Individual reserving the facility must be in attendance for the duration of the event.
- B. No two events may be held simultaneously in the same Facility. The number of guests in attendance must be equal to or less than the Loudoun County Fire Marshall’s permitted occupancy for the building.
- C. Nondenominational, non-profit groups composed principally of Cascades residents may use the Quarter Path Community Center without a rental fee when not otherwise rented. The groups may use the Stephen Frazier Community Center for large award ceremonies once a year if this facility is not rented.
- D. All reservations are accepted on a first come-first served basis.

II. FEES, DEPOSITS AND AVAILABLE TIMES OF USE

A. **Security Deposit** for each of the facilities:

Any damages that occur during your allotted rental time shall be subject to damage charges labeled as an Individual Assessment to your Cascades Community Association account.

B. **Facility Rental**

**Stone House:** 20670 Fernbank Ct., Potomac Falls VA 20165

Available Sunday through Thursday:

10:00 a.m. - 11:00 p.m. \$475.00

Available Friday & Saturday:

10:00 a.m. - 1:00 a.m. \$525.00

Maximum capacity is 145. Kitchen facility.

16 round tables (5 ft. in diameter), 6 banquet tables (6 ft. in length), 80 chairs.

- 70-person capacity when all tables and chairs are used.
- 80-person capacity when 16 round tables and 80 chairs are used.
- 120-person capacity when only chairs are used.
- 145-person capacity when no tables or chairs are used.

**Quarterpath:** 20430 Quarterpath Trace Cr., Potomac Falls VA 20165

Not available during pool season

Available Sunday through Thursday:

10:00 a.m. - 11:00 p.m. \$175.00

Available Friday & Saturday:

10:00 a.m. - 1:00 a.m. \$225.00

Maximum capacity is 45. No Kitchen facility.

4 banquet tables (6 ft. in length) and 46 chairs.

The Facilities are available for rental during holidays, including but not limited to Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, and New Year's Day.

C. **Pool Rental**

During the pool season the pool at Quarterpath may be rented if lifeguards are available. IF LIFEGURADS ARE NOT PRESENT AT POOL SITE, THE POOL MAY NOT BE USED. PLEASE CALL High Sierra Pools/Virginia or 703-600-6000 IMMEDIATELY FOR ASSISTANCE.

Available Sunday through Saturday:

8:00 p.m. - 11:00 p.m. \$235.00 plus the cost for the lifeguards which will be based on the number of people in attendance.

The ratio of guard to pool users is 20 to 1 for young adults and 25 to 1 for adults. The 2019 cost is \$160.00 per 2 lifeguards for 3 hours event. Pool capacity is 171.

### III. HANDLING OF CHARGES IN THE EVENT OF DAMAGES/OTHER

The Association reserves the right to charge an amount necessary to pay the costs of clean-up, if warranted, and to charge the costs of repairs or replacement of any property damaged during the rental period as an Individual Assessment. The Owner will be assessed for the damages as an Individual Assessment and the use of any Common Area facilities shall be denied until the Individual Assessment is paid. If not paid, the Individual Assessment may result in a lien being placed against Owner's Lot and/or a lawsuit filed against the Owner.

If the Owner or Tenant fails to comply with the rules and requirements of this Resolution and the Facilities Rental Agreement or if the Owner or Tenant and guests fail to comply with the established policies and rules, Association Documents, or Government Regulations, the Board of Directors or its managing agent reserve the right to charge the amount necessary to pay the costs of clean-up and costs of repairs or replacement of any property damaged during the rental period as an Individual Assessment. In addition, further use of the facilities may be denied for a period of time determined by the Board of Directors or its managing agent until such time as the Board of Directors can act.

### IV. CANCELLATION

Rental fees are non-refundable if the reservation is canceled ten (10) or fewer business days prior to the reserved use date. Reservations canceled more than ten (10) business days prior to the reserved use date will result in a full refund of all rental fees. Appeals of management agent decisions will be forwarded to the Board of Directors for consideration and a final determination.

### V. PRE-USE AND POST USE INSPECTIONS

Reserving Owners or Tenants shall conduct a pre-use inspection of the reserved Facility. All Facility defects will be immediately reported to the Association at the appropriate telephone number listed in the Agreement.

Following the reserved use of the Facility, a post-use inspection will be conducted by the Association through their designated representative. The Owner or Tenant will be notified of any reported damaged. The judgment of the Association's designated representative with respect to damages shall be dispositive, unless reversed or modified by the Board of Directors upon appeal.

## VI. RESERVATION PROCEDURES

Any Association Owner or Tenant wishing to reserve the Facility for private use shall follow the procedures set out below:

- A. Log into your association account portal. Go to reservations - amenities. Check to see if the day you are interested in is available by clicking on the facility. Click a day on the calendar and click on the allotted time slot. Type your name in the “reserve for” slot and leave a brief description of your event (ex. Birthday Party). Read and accept the terms of usage. Note: The reservation will not be honored until you have accepted terms of usage and rental fees are received. All payments shall be made online through your association account portal or by money order payable to the “Cascades Community Association.” The managing agent will send the Owner or Tenant a confirmation message with the date, time and Facility reserved.
- B. A 4-digit passcode to access the Facility will be issued by the managing agent via text message or association account portal messenger to the Owner or Tenant at least one business day before the reserved date between the hours of 8:00 a.m. and 5:00 p.m. Applicants will only be allowed to enter the Facility during their reserved time. **All doors and windows must be locked before leaving the rental.**

## VII. GENERAL CONDITIONS OF USE

- A. Under no circumstances shall chairs, tables, or other equipment belonging to the Association be removed from the Facility.
- B. Absolutely no objects such as nails, tacks, scotch tape, or substances which cause permanent damage, shall be affixed to the walls, ceilings, or window surfaces. Any and all decorations must be fireproof and removed immediately following use of the Facility. Under no circumstances shall any structural or electrical alterations be made to the Facility.
- C. Paints, acids, and all other supplies and materials which present a potential for damage are prohibited from the Facility at all times.
- D. All refuse and personal property of the Owners or Tenant and their guests shall be removed from the Facility immediately following use of the Facility.
- E. The Owner or Tenant is responsible for knowing the location-of and proper use-of the Facility’s fire extinguishers.
- F. The Loudoun County noise ordinance, between 11:00 p.m. and 7:00 a.m., prohibits any loud noise that may disturb residents of the community. The Owner

shall adhere to all county ordinances and be courteous of those who live in close proximity to the Facility.

- G. A designated Association representative may attend an event to monitor compliance with the rules and regulations governing the use of the Facility.
- H. Use of the fireplaces is prohibited.
- I. Use of candles other than on a cake are prohibited.
- J. Smoking is prohibited in all Cascades facilities.
- K. Parking is restricted to the designated parking area/lot.
- L. No pets or animals are allowed, except service animals.
- M. Stone House ONLY; 80-person capacity when 16 round tables and 80 chairs are used, 70-person capacity if all tables and chairs are used. 120-person capacity when chairs are used. 145-person capacity when no tables or chairs are used.

#### VIII. SALE OF ALCOHOL

Sale of alcohol in the Facilities is strictly prohibited.

#### IX. LIABILITY

The Association, its trustees, agents, officers, and employees assume no responsibility for the person or property of anyone using the Facility. The Owner shall remove all property from the premises at the conclusion of the function unless prior arrangements have been made with the managing agent.

The Owner or Tenant and all guests will be responsible for compliance and adherence to the Association's Documents, including all amendments thereto, the Rules and Regulations of the Association, and all specifications of the rental agreement.

In consideration of the use of the Facility, the reserving Owner or Tenant agrees to indemnify the Association, its trustees, officers, agents and employees and hold them harmless from and against any and all liability, damage, expense, cause of action, suits, claims or judgments arising from or related to injury to persons or persons' property occurring in or about the premises and upon the adjoining sidewalks, streets or ways which may arise from the Association's ownership and management of the premises, or from any action or omission of the Owner or Tenant, its agents, employees, guests, or licensees, or from any cause whatsoever.

In the event a rental is cancelled due to unforeseen damage to the premises (i.e. insurance loss), the Owner or Tenant agrees to indemnify the Association, its trustees, agents,

officers and employees and hold them harmless from and against any and all liability arising from such cancellation.

X. EXHIBITS

The Cascades Facility Rental Agreement is attached to this Resolution and is hereby incorporated as a part of this Resolution. The Board of Directors may amend the Cascades Facility Rental Agreement at any time.

XI. ENFORCEMENT

The Association reserves all of its legal remedies pursuant to the Association's governing documents and Virginia law, including but not limited to:

- A. The assessment of special charges and the suspension of privileges, after proper due process procedures, for the violation of any of the rules and regulations governing the rental and use of the Association's Common Areas.
- B. The right to expel any person from the Common Areas for violent behavior, for creating an unreasonable disturbance or injury to other persons or the property, or for violation of federal, state, or local law; and
- C. The right to seek the assistance of law enforcement officers in maintaining the peace and enforcing compliance with all the Cascades governing documents and/or federal, state, and local laws. Cascades has and does hereby authorize the Loudoun County Sheriff's Department and any of its officers to terminate any rental and to require Cascades staff to close any Cascades Facility if any person occupying the Facility pursuant to a Facilities Rental Agreement is or has not been in compliance with any Cascades rules or regulations or any federal or state law or county ordinance.

This Resolution was originally adopted by the Board of Directors of the Cascades Community Association this 26<sup>th</sup> day of January 2023.



## CASCADES COMMUNITY ASSOCIATION

### Facilities Rental Agreement

*Cascades Facilities are rented to members only*

***PLEASE READ AND AGREE TO TERMS AND CONDITIONS***

**Updated January 26, 2023**

I/We hereby acknowledge that I/we have read and understand the policies and procedures for the rental of the Facility within **Resolution No. 28**. I/We understand that failure to comply with any or all of the rules stated herein may result in the immediate termination of the function for which we are renting the Facility, denial of further use of the Facility, loss of security deposit, the imposition of an Individual Assessment and the possible imposition of a fine by the Association.

**RESERVING A FACILITY IS CONFIRMATION OF ACCEPTANCE OF TERMS AND  
CONDITONS.**

#### **Association Contact Phone Numbers:**

8:00 a.m. to 5:00 p.m. Monday through Friday      **703-406-0820**

After Hours Emergency      **703-600-6000**

