

Exhibit B
ADMINISTRATION RESOLUTION NUMBER 15
MARTHA CUSTIS POOL USE APPLICATION

Date of Application: _____ Date of Proposed Use: _____
Name of Owner/Tenant: _____ Alternate Dates: _____
BLDG. NO./Unit Address: _____
Home Phone: _____ Work Phone: _____
Description of
Function: _____

Number Of Guest: _____ Time: From _____ To: _____

ANY RESIDENT USING THIS FACILITY MUST CARRY PERSONAL LIABILITY INSURANCE IN AN AMOUNT NO LESS THAN \$100,000.00 BODILY INJURY AND PROPERTY DAMAGE AND EVIDENCE OF THIS COVERAGE (COPY OF THE CERTIFICATE OF INSURANCE) MUST BE PRODUCED.

NAME OF INSURANCE CARRIER: _____

On this _____ day of _____, 20____, the Parkfairfax Unit Owners Association, whose address is 3360 Gunston Road, Alexandria, VA (Lessor) and _____ (Lessee) whose address is _____ have agreed to the following:

1. On this _____ day of _____, 20____, until _____ o'clock ____M. on _____, 200____. Lessee will be permitted to occupy the Martha Custis pool and pool area.
2. The premises shall be used for the following function: _____.
No other uses are permitted.
3. Food/beverage will be served. (Yes/No) _____
There will be music (live, tape, DJ-specify) _____
4. This memo is the only invoice lessee will receive and all charges are due and payable prior to application approval.
5. Lessee will not leave its personal property unattended while using the premises and will remove all such personal property from the premises at the end of the time period described above.
6. The lessee and his/her guests will abide by all the terms of this agreement and by the rules, regulations and By-laws of the Association. The Association reserves the right to revoke the use agreement if the rules, regulations and By-Laws are not followed.
7. Parkfairfax Condominium Unit Owners Association shall not be liable for injury to persons or property occurring in or about the premises from any cause whatsoever. Lessee will indemnify Parkfairfax Condominium Unit Owners Association for a save

harmless from and against any and all claims, actions, damages, liability, and expense in connection with injury to persons or property arising from or out of the use of occupancy by lessee or the premises, or occasioned wholly or in part by any act or omission of lessee, its agents, employees, guests, or licensees. In this connection, lessee must, prior to approval of this application present evidence to the Association of liability insurance coverage maintained that is acceptable to the Association.

8. The lessee renting the pool will be required to have lifeguard supervision provided by the current pool contractor and to pay fees for such supervision.
9. All cancellations must be made in writing to the office. No refunds will be made for cancellations given less than five days prior to the scheduled event.
10. Lessee will use the premises with care and in a neat and orderly manner at all times. The Lessee is responsible for all clean up, including vacuuming. Lessee must provide their own vacuum and cleaning supplies. All refuse should be removed from the premises and disposed of properly. User is liable for all damages other than normal wear and tear during the rental period. In case the premises are damaged in any way by lessee or its agents or guests, then the Parkfairfax Condominium Unit Owners Association will deduct such amount from the deposit as shall be necessary restore the premises to the same order and condition which existed prior to such damage. If the amount of damage exceeds the amount of the deposit, Lessee hereby agrees to pay the balance of such amount to Parkfairfax Condominium Unit Owners Association within ten (10) days of receipt of written notice of the amount due.
11. Lessee has read and agrees to comply with the rules and regulations on and attached to this application.
12. Lessee is responsible for informing his or her guests that parking is available only in pool parking lot.

Deposit Required: \$150.00

Fee: \$100.00

Payment can be made by personal check, cashier's check, or money order. We do not accept cash.

Signature of Lessee

Date

Approved by (Name and Title)

Date

EXHIBIT C

ADMINISTRATIVE RESOLUTION FIFTEEN

SWIMMING POOL RULES AND REGULATIONS

- 1 The swimming pools are for the enjoyment of the residents and occupants of Parkfairfax, who have a current facilities pass. The Association accepts no responsibility for any accident of injury in connection with such use or for any loss or damage to personal property.
- 2 By using the pool, you agree not to hold the Association liable or responsible for any damages or injuries which you might sustain and, furthermore, hereby agree to indemnify , reimburse and hold the Association harmless from any and all costs, expenses, damages, or injuries sustained by you or incurred by the Association as a result of your use of the pool. Pool users agree to be bound by all provisions of the Association, including those related to the use of the pool, and subject to the Association's enforcement authority. All owners, residents, and guests are responsible for their behavior and that of their tenants, residents, occupants, lessees, invitees, children and guests .
- 3 A current facilities pass is required to use the pool. Unaccompanied guests must also present their sponsor's facility pass to gain access to the pool.
- 4 Lifeguards are in charge of the pool and pool area at all times when the pool and pool area is open and/or operational. All persons using the pool must obey the lifeguards at all times and comply with all instructions, directions, orders, and commands issued by the lifeguards designed to promote the health and safety of the pool users or to enforce compliance with the Associations rules and regulations. Non-compliance with the lifeguards or violation of the Association's rules and regulations shall subject any pool user to immediate ejection from the pool and pool area. There may be other enforcement actions by the Association. The pool is open for use only when the lifeguards are on duty and at their stations. Pool users are to stay clear of the guard stations, and should not lounge around the stations or obstruct the guard station or the check-in desk.
- 5 If you cannot demonstrate to the lifeguards that you can swim, you will not be allowed in water over your head. The lifeguard may test your swimming ability.
- 6 For safety reasons, children under the age of twelve (12) years of age must not be left unattended while at the pool or in the pool area. Children under twelve (12) years of age must be accompanied by and supervised by a resident sixteen years of age or older with a valid access card. Diaper age children must wear plastic pants to be permitted in the pools.
- 7 You must take a cleansing shower before entering the pool or after using the toilet. No one will be allowed to swim who has a cold, inflamed eyes, a cough, infection, or is wearing bandages. Only swimming suits may be worn in the pool. Cut-off jeans and similar clothing may not be used.
- 8 Glass containers and breakable objects are not permitted in the pool areas. Non-alcoholic beverages in non-breakable containers (plastic bottles, cups made from paper, plastic or styrofoam, or metal cans) in sizes not larger than sixteen ounces (16 oz) will be allowed in the pool area during regular pool hours. Containers for the storage of such beverages (such as portable coolers) are permitted. Intoxicated persons will be denied access to the pool area at all times. No facility to prepare or serve food is allowed on the pool deck.

- 9 Street shoes are not permitted on the pool deck.
- 10 No pets will be permitted in the pool or on or within the pool area.
- 11 Trash must be placed in approved containers. Please keep the pool, deck and bathhouse areas clean.
- 12 No running, pushing, dunking, rough play, or profane language will be allowed in the pool area. Standing or sitting on someone's shoulders or spouting water and similar unhygienic actions are not permitted.
- 13 The use of kickboards, tubes, water wings, balls, or other items will be allowed only if the lifeguard determines that such use will not endanger the users of the pool. Only the lifeguard can make this decision, based on the size and character of the crowd.
- 14 Suntan oil is not permitted in the pool. Please use a towel to cover your lounge chair, especially if you are using tanning oils or sunscreens.
- 15 Anyone who is asked to leave and does not is guilty of trespassing and subject to prosecution.
- 16 Any person who continues to violate a rule after being warned by a lifeguard is subject to having their facilities pass withheld by the lifeguard and forwarded to the General Manager, who will return it only after the matter of the offending resident is discussed with the General Manager. The rules and regulations of the Association will be enforced by the Manager, and violators will be subject the enforcement authority of the Association.