

PRINCE FREDERICK CROSSING HOMEOWNERS ASSOCIATION, INC.

PRINCE FREDERICK CROSSING COMMUNITY CENTER RENTAL AGREEMENT
207 Avatar Way
Prince Frederick, MD 20678

This Agreement is made between _____ (hereinafter "Agreement Holder") and the Prince Frederick Crossing (PFC) Homeowner Association, a Maryland nonprofit corporation ("Association"), on this ____ day of _____, 20____. This Agreement is in no way intended to guarantee use of the facilities to Agreement Holder, and Association retains the power to cancel this Agreement without notice.

Agreement Holder: Agreement Holder must be a current resident of PFC and be a holder of all interests required for membership into the Association.

Licensed Space: Association grants to Agreement Holder the use of the PFC Community Center ("Center"), subject to the terms and conditions of this Agreement, for the purpose of activities in conjunction with a private event described as follows:

Rental Use Date: _____

Rental Period (Time): From: _____ Until: _____

All parties must conclude by 10:00 p.m., at which time all guests must vacate the premises. Cleaning and packing up must conclude by 10:30 p.m.

Anticipated Number of Persons: _____

Agreement Holder shall not admit to the Center a larger number of persons than the premises will accommodate or than can safely and freely move about in said areas, whether this number is less than or more than the maximum allowed as stated below. Parties must be limited to a maximum number of one hundred twenty eight (128) guests. Smoking is prohibited in and around the Center. Smoking is permitted in the parking lot and the Agreement Holder is responsible for the removal of all resulting debris from the premises.

Alcoholic Beverages to Be Present: Yes _____ No _____

If Yes, Alcoholic Beverage Addendum is to be signed and attached.

Basic Rental Fee Charge:	\$	<u>0/4 hours</u>
Additional Hour(s) Fee Charge:	\$	<u> </u>
Rental Total	\$	<u>0</u>
Security Deposit	\$	<u>150.00</u>

NOTE: Within three business days of requesting a reservation of the Center, a check payable to Prince Frederick Crossing for the Security Deposit must be submitted with the signed Agreement in order for the Center to be reserved.

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PFC Homeowners Association (hereinafter referred to as the "Association") and the undersigned resident(s) (hereinafter referred to as the "Agreement Holder") hereby agree to the following terms and conditions of the PFC Center Rental Agreement including the Attachments identified below (hereinafter together referred to as the "Agreement"):

- _____ Alcoholic Beverages Addendum
- _____ Rental Agreement Holder Responsibilities Acknowledgement
- _____ Reminder

1. **RENTAL FEE:** Agreement Holder agrees to pay to Association the sum of zero dollars (**\$0.00**) for the Rental Period. The rental fee covers the Center's use only, normal wear and tear, and the cost of electric and water consumption resulting during use of the Center by Agreement Holder. In addition to the payment of the Rental Fee, the Agreement Holder agrees to satisfactorily complete the cleaning obligations set forth in the Rental Agreement Holder Responsibilities Acknowledgement attached hereto.

2. **SECURITY DEPOSIT:**
In addition to the Rental Fee, Agreement Holder agrees to pay to the Association a refundable Security Deposit in the amount of one hundred fifty dollars (**\$150.00**). Return of the Security Deposit or any portion thereof shall be made within ten (10) business days following the date of reserved use, provided the Center, premises, facilities, and equipment are left in satisfactory condition and no Association rules or county ordinance have been violated.

The Association, pending the post use inspection will hold the Security Deposit subject to:

- a. The Security Deposit shall be refunded after the event only if the Center, premises including restrooms, furniture, appliances, fixtures and appurtenances are found, upon post-use inspection, to be in the same condition as at the commencement of the Rental Period as listed on the pre-use inspection, ordinary wear and tear expected.

- b. The Security Deposit shall not be considered liquidated damages, and the Agreement Holder hereby agrees that he/she shall be responsible for any and all damage in excess of the amount of the Security Deposit.

- c. The Association reserves the right, in its sole judgment, to deduct from the Security Deposit any amount necessary, as determined by the Association's Community Center Committee, to cover (a) all costs of cleanup if warranted (e.g., if the Center is not returned to the same condition as at the commencement of the Rental Period); and (b) the costs of repairs or replacement of any property damaged during the use of the center. If the Security Deposit does not fully cover these costs, the Agreement Holder shall be billed for and agrees to promptly pay the difference, and future use of any of the Association's facilities shall be denied until these costs are paid. Any Agreement Holder using the Center shall be responsible for any and all damages that occur due to their use of the Center. The billed costs will be considered a special assessment and if not paid could result in a lien being initiated against the Agreement property. Agreement Holder herein agrees to the deduction of whatever expenses are required to restore the facilities to the same condition as when Agreement Holder entered the facilities, including but not limited to any needed surface cleaning, ordinary wear and tear expected.

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- d. Agreement Holder will remove from the Center all materials that are not the property of Association after the Rental Period including trash acquired during the Rental Period. Association shall be authorized to remove at the expense of Agreement Holder all materials remaining. Agreement Holder shall be responsible for the payment of storage and/or disposal costs of such materials, and Agreement Holder agrees that Association shall in no way be responsible for loss, damage or claims against the Association for material so removed or stored. Agreement Holder agrees that the Association shall have a first lien on such material for payment of all costs accrued for the removal and storage. For rentals where the Rental Period commences before 12:00 p.m., clean-up must be completed within one (1) hour of the conclusion of the Rental Period. For rentals where the Rental Period commences after 12:00 p.m., the clean-up must be completed before 9:30 a.m. the day following the Rental Period.
3. **CANCELLATION:** If a function is canceled with less than ten (10) business days notice prior to the reserved use date, a twenty-five dollar (\$25.00) administrative fee charge will be deducted from the security deposit and the security deposit will be refunded to the Agreement Holder within thirty (30) business days. All events canceled more than ten (10) business days prior to the reserved use date and events canceled by the Association will result in a full refund of Security Deposits.
4. **SPECIAL CONDITIONS:** Agreement Holder warrants that no portion of the activities taking place will be sold, advertised or reported as a fund raising or benefit activity, unless previously disclosed above. Intent to circumvent this provision shall be grounds for cancellation of this Agreement.
5. **EXCLUSIVITY:** The Agreement Holder and his/her guests will have exclusive use of the main floor of the Center and its facilities during the Period described above. The ballfields, outdoor grills, tether ball court, playground, and volleyball court may be in use of other community residents during the Rental Period.
6. **COMPLIANCE WITH LAW:** The Agreement Holder hereby agrees to comply with and to cause his/her guests to comply with all local and state laws, orders, or governmental regulations and/or ordinances. The Agreement Holder also agrees to abide by the rules and regulations of the Association for the use of the Center; which are adopted from time to time, and the stipulations of this Agreement. The Association has the exclusive right to modify the rules and regulations from time to time and shall have no liability to the Agreement Holder for its enforcement or waiver of such rules and regulations. The Agreement Holder hereby agrees and certifies that he/she has received and reviewed a copy of the rules and regulations for the use of the Center.
7. **PERSONAL PROPERTY:** All personal property placed at the Center or elsewhere upon the Association's property shall be placed at the Agreement Holder's risk or at the risk of the person owning such property, and the Agreement Holder agrees to hold the Association harmless for loss thereof or damage thereto.
8. **PRE-USE INSPECTION:** The Agreement Holder agrees to be present at the Center at least thirty (30) minutes prior to the reserved time of this Agreement to conduct a pre-use inspection of the Center and its facilities with the designated Association representative to note the condition of the Center and its facilities prior to commencement of the Rental Period.

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9. **MONITORING:** The Agreement Holder understands and is aware that the designated Association representative at his/her discretion may be present at any time during the Rental Period to monitor compliance with this Agreement. The Agreement Holder hereby agrees that the designated Association representative, at his/her sole discretion, may terminate the Rental Period at any period in time if the Agreement Holder or his/her guests or invitees are in violation of any of the Association's legal documents, rules and regulations or County ordinances, or if the activities are deemed contrary to the best interests of the Association. The designated Association representative may terminate the Rental Period if such activities are deemed to put the Center, its property, or the Agreement Holder or his/her guests or invitees at unusual risk. In such instances, no portion of the rental fee will be refunded. In addition, the Security Deposit will be held pending the decision of the PFC Board of Directors in its sole and absolute discretion as to the amount of any penalty, if any, to be deducted as a result of such activity.
10. **USE:** The Agreement Holder hereby agrees that the Center and its premises will be used only for the purpose indicated above and that the use contrary to such purpose may result in forfeiture of a portion or all of the Security Deposit or rental fees paid by the Agreement Holder.
11. **MUSIC:** Non-amplified music is not restricted. All music shall not start prior to 10:00 a.m. and shall cease prior to 10:00 p.m.
12. **PUBLIC SAFETY:**
- a. Agreement Holder agrees that at all times it will conduct its activities with regard for public safety and will observe and abide by all applicable regulations and rules requested by all authorized governmental agencies. If Association determines that a proposed event poses a potential hazard to public safety, the event may be cancelled or denied.
 - b. All portions of sidewalks, entries, doors, passages, vestibules, halls, corridors, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by Agreement Holder and shall not be used for any purpose other than an ingress to or egress from the premises by Agreement Holder.
 - c. Agreement Holder agrees not to bring onto the premises any material, substances, equipment or object which is likely to endanger the life of, or to cause bodily injury to, any person on the premises or which is likely to constitute a hazard to property thereon without the prior approval of Association. Association shall have the right to refuse to allow any such material, substances, equipment or object to be brought onto the premises and the further right to require its immediate removal there from if found thereon.
 - d. Agreement Holder may not install or operate any equipment, fixture or device nor operate or permit to be operated any engine, motor or other machinery or use gas, electricity or flammable substances in the premises.
 - e. Agreement Holder hereby agrees to exercise due care in using the Center and the premises and its facilities, and Agreement Holder also agrees that the furniture, appliances, fixtures, and appurtenances are under his/her control during the Rental Period.

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f. Agreement Holder agrees to protect, indemnify, save and hold harmless Association from any and all claims, demands and causes of action on account of any loss, damage or injury (including death) to persons or property arising directly or indirectly from, or in connection with, the use of the Center and premises herein provided, and caused by the intentional or negligent act or omission of Agreement Holder or its agents, guests, servants, employees or invitees. Moreover, the Agreement Holder shall indemnify the Association for any and all costs or expenses, including but not limited to attorney's fees, that are incurred by the Association arising out of any loss, claim, injury or damage caused directly or indirectly by his/her in connection with its use of the Center pursuant to this Agreement, against the Agreement Holder and its employees and/or authorized representative, his/her guests, invitees, or servants. The Association, whether through negligence or otherwise on the part of the Association, is not liable to the Agreement Holder, his/her guests, servants, or invitees for any loss, claim, injury or damage whether to person or property caused by the failure of any plumbing, heating, sewage, electricity, water or gas systems or for failure of any other fixture.

13. EMERGENCIES: The Agreement Holder hereby understands that emergencies are to be reported immediately as follows:

FIRST, to the Police or Fire/Rescue (as appropriate) by dialing 911.

SECOND, to the designated Association representative for the function/event.

THIRD, the agreement Holder must complete a written Incident Report documenting the emergency and/or accident.

A First Aid Kit and home fire extinguisher are located in the kitchen cabinet under the sink.

All accidents, damage and injury, no matter how small, must be logged and explained in detail on an Incident Report.

Name of representative

Phone number of representative

14. ASSIGNABILITY: The Agreement Holder hereby acknowledges that this Rental Agreement cannot be assigned or transferred to another resident or homeowner of the Association. The Agreement Holder agrees to be present at the Center during the rental event associated with this Rental Agreement.

The Rental Agreement is not a lease or an interest in real estate but an agreement for the use of the Premises. In the event that the Association breaches its obligations under this Rental Agreement, the parties hereto agree that the Association's liability for damages shall be limited to the amount of Fee(s) and the Security Deposit paid. If more than one individual constitutes the Agreement Holder, the singular context will be construed to be plural whenever necessary, and the covenants of the Agreement Holder will be joint and several obligations of the individual member thereof.

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THE AGREEMENT HOLDER ACKNOWLEDGE THAT THIS AGREEMENT AND ITS ATTACHMENTS HAVE BEEN READ AND UNDERSTANDS THEM AND AGREES TO BE BOUND BY THEIR TERMS AND CONDITIONS. FURTHER, THE HOLDER AGREES THAT THIS AGREEMENT, ITS ATTACHMENTS AND ANY REFERENCED DOCUMENTS ARE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT AS OUTLINED, WHICH SUPERSEDES ALL PROPOSALS OR ALL PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER HEREOF.

Agreement Holder:

Signature

Print Name

Address

Phone Number

Date

Alcoholic Beverages Addendum

I am renting the Center on _____. I understand that I will not be allowed to serve or sell any alcoholic beverages in the Center or on its premises during the above referenced date if the following conditions are present: requesting money donation, contribution or door charge for any purpose. I further understand that I will be responsible for any liability, if any, incurred by my guests for violating this addendum on the above-referenced date.

I covenant that alcoholic beverages_____ will _____ will not be served at the event. Under no circumstances may any person under the age of twenty-one (21) years consume or be allowed to consume alcoholic beverages within the Center or on the property appurtenant thereto.

Agreement Holder's Signature

Date

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RENTAL AGREEMENT HOLDER RESPONSIBILITIES ACKNOWLEDGMENT

The Agreement Holder executing the Agreement must be in attendance at said activity at all times during the activity and adhere to the hours on said Agreement. **All functions must end by 10:00 p.m.** and guests are required to leave quietly so that neighbors are not disturbed. Ancillary personnel (cleaners, caterers, bands, etc.) must be off property by 10:30 p.m.

All events/activities must end and the building and premises vacated at or before the end of the Rental Period. As a matter of courtesy to the community, please vacate the premises quietly.

Trash bags and paper products (excluding toilet paper) must be provided by Agreement Holder.

Remove all trash including from both bathrooms. Do not leave trash in the clubhouse trash cans. Failure to remove all trash will result in a fee not less than \$50.00 and will be deducted from the security deposit or assessed accordingly.

Wipe up all spills and sweep floors (broom located in storage closet and cleaning supplies in kitchen cabinet). Restrooms to be cleaned to same standard as beginning of Rental Period.

Turn off any lights turned on.

Remove extra food from the refrigerator.

Restore the furniture to its original placement. Furniture available for use includes 4 tables (8ft long) and 28 folding chairs. Additional furniture must be provided by the Agreement Holder.

All Association chairs, tables and equipment shall be returned to their proper storage area following each reserved use, and under no circumstance shall chairs, tables, or other equipment belonging to the Association be removed from the center.

If using large containers filled with ice to cool beverages, the flooring (hardwood, carpeting, vinyl, etc.) must be protected with plastic, etc. to avoid condensation damage to the flooring.

No candles are to be used that are not enclosed in glass containers.

ONLY painters tape or push putty may be used on the walls to put up decorations, no tacks may be used. Balloons must be removed prior to vacating the Clubhouse.

Agreement Holder's Signature

Date

Agreement Holder's Signature

Date

THANK YOU FOR TAKING CARE OF OUR CLUBHOUSE!