

Addison @ St. Paul Condominiums Community Association I & II

Clubhouse Rental/License Agreement



THIS AGREEMENT, made this _____ day of _____, _____ by and between the Addison @ St. Paul Condominiums Community Association (ASPCCA) I & II through American Community Management (ACM) as the managing agent and _____ (the "Lessee") allows the Lessee the right to use the building located at 1331 Karen Blvd, Capitol Heights, MD 20743 (the "Clubhouse") under the terms set forth below.

Clubhouse Rules and Regulations

1. The Lessee shall have access to the Clubhouse beginning at _____ on _____.
This agreement is for the rental of the Clubhouse Great/Party Room ONLY and does not include the fitness center or onsite parking. All guest parking will be outside the gate on Karen Blvd. A designated member of the Association Board/ ACM staff will open the clubhouse one hour prior to the beginning of your rental time to allow you to prepare for your event. The facility is to be used solely for the purpose of a _____. **You must be an OWNER at ASPCCA and your assessment fees MUST BE CURRENT to rent the Clubhouse.**
2. The Lessee shall be entitled to use the Clubhouse in accordance with all Federal, State, and Local laws.
3. Attendant with this Agreement, the Lessee shall tender a refundable Security Deposit (*the Deposit*) in the amount of \$250.00. The Deposit shall be deposited in the ASPCCA general checking account or any designated account at the sole discretion of the ASPCCA. The Lessee will not be entitled to any interest on the Deposit. The fee for renting the Clubhouse will be \$150 with additional hours, after 10:00 pm, at a cost of \$75 per hour. The total fee and hours of use must be submitted with the completed application. The Lessee shall be entitled to one hour prior to the rental time for set-up and one hour following the rental time for clean-up, at no additional charge.
4. Rentals are NOT permitted during business hours of 9:00 am thru 6:00 pm daily, Monday through Thursday.
5. All private parties held Sunday through Thursday, between the hours of 6 and 10 pm, must end no later than 10:00 pm. Private parties held Friday or Saturday must end no later than midnight (12:00am). The Lessee will have 1 hour post-event to ensure the Clubhouse party room is clean and secured before leaving.
6. **ALL** trash must be taken to the dumpster corral by the Lessee. The Lessee will be expected to return the Clubhouse to its original condition. Any damages will be deducted from the Deposit, or a portion thereof. If the Deposit is insufficient to pay for any necessary repairs, the Lessee will be billed for the difference and shall be SOLELY liable for any such deficiency. Any Deposit not used for this purpose shall be returned to the Lessee by a separate check issued by ASPCCA/ACM within thirty (30) business days after the Clubhouse is vacated.
7. **This is a SMOKE & ALCOHOL FREE facility!** Any evidence of smoking or consumption of alcohol in the facility will result in forfeiture of the entire deposit. Future use of the Clubhouse by the Lessee, if granted, will be subject to any special provisions deemed necessary by the ASPCCA Board/ACM Management.
8. NO live music is permitted. Musical entertainment (DJ) or recorded music is allowed at a reasonable decibel level, not to be heard beyond the perimeter of the building, and in accordance with the Bylaws of the ASPCCA.
9. NO animals of any kind are permitted in or around the Clubhouse with the exception of service animals.

10. Any disturbance resulting in a legitimate complaint will be cause for the immediate termination of the Lessee's use of the Clubhouse with no refund to the Lessee. Future use of the Clubhouse by the Lessee, if granted, will be subject to any special provisions deemed necessary by the Board/Management.
11. The sponsoring Lessee (Unit Owner) must be present during the entire rental of the Clubhouse
12. A representative of the ASPCCA or ACM has the authority to terminate this contract at any time during the course of the event if any terms of the contract or any ASPCCA Rules, Regulations or By-Laws are violated. Should this occur there will be NO refund for unused time paid to the Lessee.
13. The occupancy of the Clubhouse Great/Party Room is not to exceed 50 people at any given time. The area available for rent is limited to the Great Room (Party room), kitchen with refrigerator and microwave and restrooms. The Conference room may be rented separately. There are approximately 12 chairs, 0 conference table(s), 2 couches, 1 desk with chair, 1 – four chair seating group, one dining table with 8 stools, 2 floor lamps and one table lamp currently available for your use in the Clubhouse's Great/Party Room.
14. This License Agreement shall NOT include any activities in or on the surrounding property, parking lot, storage room or exercise room. Again, this agreement **only** allows for the rental and occupancy of the Great/Party room unless otherwise stated.
15. If for any reason ASPCCA/ACM is unable to make the Clubhouse available during the times set forth in this Agreement, the Lessee's damages shall be limited to the return of the Deposit and Rental fees paid. ASPCCA shall NOT be liable for any other damages including but NOT limited to consequential incidental and/or punitive damages.
16. If an event is to be catered, a certificate of insurance from the caterer must be provided to the Association at least ten (10) days prior to the event. The certificate of insurance must include the Association as named insured's. The caterer must agree to indemnify and hold harmless the Association, its directors, officers, employees, agents and managing agent from any and all claims resulting from the use of the facility.
17. No admission fee or any fund transfers, which might be construed as admission fees, shall be collected for use of the center by the Agreement holder/Unit Owner.
18. Management reserves the right to enter the facility at any time, terminate the reservation and/or the event at any time if the Resident violates any of the rules of use. Additional fees may be charged at the discretion of the Board if management or emergency personnel respond to disturbances caused by the rental of the facility.
19. I, _____ hereby confirm that I am current on ALL Association fees.

Signature of Applicant/Unit Owner

Date

Addison @ St. Paul Condominiums Community Association I & II



Private Party Application Cover Sheet

NAME: _____ DATE: _____

ADDRESS: _____

HOME PH: _____ CELL PH: _____ WORK PH: _____

Email Address: _____ EMERGENCY CONTACT #: _____

Date of License Agreement: _____ Time of License Agreement: _____

Please complete the following demographics:

Facility is to be used for an ADULT: _____ # of Attendees: _____
(Example: Birthday Party, Bridal/Baby Shower, Dinner, etc.)

OR

Facility is being used for minors, ages: _____ for a _____ # of Attendees _____
(Example: Birthday Party, Graduation Party, etc.)

NOTE: Any event or activity intended to be primarily attended by persons under 18 years of age shall be attended by a minimum of two chaperoning residents/owners of the Association. Additional chaperones are required at a rate of one (1) adult chaperone per ten (10) Youths attending the event, or any portion thereof. The chaperones' names must be provided to the Association prior to the start of the event and the chaperones must be present for the duration of the event.

Please read and initial to acknowledge your understanding and acceptance:

_____ In order to lease the clubhouse all assessment fees MUST be current at the time of the contract and the time of the event and validated as such by the treasurer and/or management company..

_____ Use of the Clubhouse requires submission of proof of homeowners insurance listing ASPCCA and ACM as additional insured. **This is mandatory. NO License Agreements will be accepted/considered/processed without proof of the proper insurance.**

_____ Access to the Clubhouse is limited to one (1) hour prior to event for set-up and one (1) hour after the event for clean-up.

_____ License Agreement check in the amount of \$150.00 submitted.

_____ Security Deposit in the amount of \$250.00 submitted.

NOTE: These **MUST** be separate checks. An After Event Inspection will be processed and any Deposit not used for the purpose of paying damages shall be returned to the Lessee by a separate check, issued by ASPCCA/ACM, within thirty (30) business days after the Clubhouse is vacated.

Signature of Applicant/Owner

Date

Return to:

Addison @ St. Paul Condominium Community Association
Clubhouse Rental
c/o American Community Management
7484 Candlewood Road
Hanover, MD 21076

Addison @ St. Paul Condominiums Community Association I & II



Clubhouse Rental Request Application

NAME: _____ DATE: _____

ADDRESS: _____

HOME PH: _____ CELL PH: _____ WORK PH: _____

Email Address: _____ EMERGENCY CONTACT #: _____

Date Requested: _____ Time of Rental: From: _____ am/pm To: _____ am/pm

Type of Event: _____

Total # of Guests: _____ # of Adults _____ # of Children (under 18) _____

Name of "Guest of Honor" _____ Relationship to Renting Owner: _____

ALL LICENSE/RENTAL AGREEMENTS ARE SUBJECT TO THE ADDISON @ ST. PAUL CONDOMINIUM COMMUNITY ASSOCIATION (ASPCCA) BOARD OF DIRECTORS APPROVAL. DO NOT MAKE ANY OTHER ARRANGEMENTS (CATERING, INVITATIONS, ETC.) UNTIL WRITTEN APPROVAL HAS BEEN RECEIVED EITHER BY MAIL OR EMAIL.

RENTAL FEE: \$150.00 (Non-Refundable)
The rental fee includes the Clubhouse operating fees; any balance will be deposited into the Community Social fund for community events.

SECURITY DEPOSIT: \$250.00 (Refundable*)
**The security deposit shall be refunded only if premises, furniture, appliances, fixtures, and appurtenances are found, upon inspection to be in the same condition as at the commencement of the period. The minimum charge will be \$100.00. The determination as to whether the premises are in a satisfactory condition shall be in the sole discretion of the Association representative who shall determine the cost of any necessary additional cleaning, repairs or replacements of any property damaged during the use of the Clubhouse, which may also include the costs of any extraordinary cleaning services, if necessary.*

**The security deposit shall not be considered liquidated damages and the Lessee shall be responsible for any damages in excess of the amount of the security deposit. Additionally, the Lessee is hereby advised that in the event of any breach on the part of the Lessee, guests, agents, servants, employees, licenses, customers, or invitees, of any law or rule or regulation of the Association, the entire security deposit may be withheld and/or privileges to utilize this or any other facility of the Association could be indefinitely suspended.*

You MUST submit this Clubhouse Rental/License Agreement Application with your signature and two (2) **separate** checks (one for the rental fee and one for the security Deposit), made payable to Addison @ St. Paul Condominium Community Association; Clubhouse Rental; c/o American Community Management, 7484 Candlewood Road, Hanover, MD 21076

If Lessee fails to pay any sum due to the Association after thirty (30) days of a final decision, the principal amount due shall bear interest from the date due at a rate to be set by the Board of Directors (but not in excess of the prime interest rate plus 1%).

NOTE: Submission of this request is subject to review and approval by the Board(s) of Directors as to compliance with the Clubhouse rental rules. Upon such approval, your reservation will be secured and confirmation sent to you.

Clubhouse License Agreement Applications that are submitted without proper payments are considered null and void. The rental fee includes the Clubhouse Operating fees. The Lessee is responsible for leaving the Clubhouse neat and tidy and restoring to the original condition at the conclusion of the event. Any questions relating to the contract or fees must be addressed to the Addison @ St. Paul Condominium Community Association; Clubhouse Rental; c/o American Community Management, 7484 Candlewood Road, Hanover, MD 21076

Any non-compliance with the License Agreement, ASPCCA rules, regulations, or by-laws could result in forfeiture of any future use of the Clubhouse.

I HAVE READ THE LICENSE AGREEMENT RULES AND REGULATIONS AND AGREE TO ABIDE BY THEM. I UNDERSTAND THAT LEASING DOES NOT ALLOW EXCLUSIVE USE OF THE FACILITY.

Signature of Applicant/Owner

Date

LESSEE'S RESPONSIBILITIES

1. Leave the Clubhouse neat and tidy and ready for inspection at the conclusion of the event.
2. Remove ALL personal belongings and ALL items from the refrigerator.
3. Restore the furniture to its original placement.
4. Vacuum all carpets, sweep and mop all other floor surfaces
5. Ensure the refrigerator and microwave are free of any spills.
6. NO nails, staples, pushpins, etc. may be used to secure anything to the walls or woodwork.
7. Remove all decorations
8. IF using containers filled with ice to cool beverages, the flooring (wood, carpeting, etc) MUST be protected with plastic etc. to avoid condensation damage to the flooring.
9. ALL trash MUST be removed from the building and taken to the nearest trash corral for disposal.

Failure to adhere to these rules and regulations may result in monetary penalties and/or lose of future use of the facilities.

You MUST notify ASPCCA/ACM and receive permission if there will be musical entertainment (DJ), or if your function will include the use of a microphone or amplifier system.

ASPCCA/ACM reserves the right to repair any damages to the Clubhouse and bill the Lessee accordingly.

THE ADDISON @ ST. PAUL CONDOMINIUM COMMUNITY ASSOCIATION (ASPCCA) ASSUMES NO LIABILITY FOR ANY INJURIES TO PERSONS, DAMAGES TO THE BUILDING, OR ANY DAMAGES TO PERSONAL PROPERTY ON THE PREMISES AT ANYTIME.

Clubhouse Rental/License Agreement Waiver of Liability

1. I hereby represent and warrant that (i) I have read the ASPCCA Rules and Regulations for leasing the Clubhouse (“Rules”); (ii) I shall comply with the Rules; (iii) I have read the Lessee’s Responsibilities; and (iv) I shall comply with the Lessee’s Responsibilities

2. While the Lessee is using the Clubhouse pursuant to this agreement, the Lessee assumes SOLE responsibility for his/her own safety and that of his/her guests and invitees and/or trespassers. The Lessee also assumes SOLE responsibility for any and ALL damage to the Clubhouse caused by the Lessee and/or his/her guests and/or invitees and/or trespassers. ASPCCA and ACM assumes NO liability whatsoever for any injury or damage suffered by the Lessee and/or his/her guests and/or invitees and/or trespassers, nor does ASPCCA and ACM assume responsibility for any damages to the Clubhouse caused by the Lessee and/or his/her guests and/or invitees and/or any trespassers.

3. Lessee shall be responsible for any and all damages and violations that occur due to the use of the Clubhouse regardless of whether you personally caused the damage or violation. Lessee agrees to pay all reasonable costs, including legal fees, court costs, and administrative fees, in the collection of any outstanding obligation owed to the Association resulting from the enforcement of the Association’s policy concerning the reservation of the Clubhouse.

4. To the fullest extent under Maryland law, I hereby release and forever discharge the ASPCCA, its directors, officers, employees, members, residents and agents for any claims, liabilities, injuries, damages to my person, direct or indirect, including but not limited to costs and attorney’s fees, arising from, caused by, or the result of my use of the Clubhouse including any first aid, emergency treatment or any other services which may be rendered or failed to be rendered by released parties, emergency personnel or good samaritans.

5. To the fullest extent under Maryland law, I acknowledge and agree that the ASPCCA is not responsible for any claims, liabilities or damage to or loss of any personal property for any reason whatsoever (including theft), direct or indirect, arising from or relating to my use of the Clubhouse and I hereby release and forever discharge the Association, its directors, officers, employees, members, residents and agents for any claims, liabilities, injuries, damages to or for any personal property including loss or theft of personal property.

6. I hereby agree to indemnify and hold harmless the ASPCCA, its directors, officers, employees, members, residents and agents for any such claims and/or liabilities, injuries, damages to persons or property, including but not limited to, costs and attorneys’ fees.

7. This agreement is binding upon my heirs, beneficiaries, and successors-in-interest.

I HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS USE WAIVER AND RELEASE AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY.

Signature: _____

Printed Name: _____

Date: _____