

SHIPLEY'S CROSSING HOMEOWNERS ASSOCIATION CLUBHOUSE RENTAL AGREEMENT

The Agreement is made between _____
(hereinafter "Agreement Holder") and Shipley's Crossing Homeowners Association Inc., a Maryland nonprofit corporation ("Association"). This Agreement is in no way intended to guarantee use of the facilities to Agreement Holder, and the Association retains the power to cancel this Agreement without notice.

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

Use date: _____

Rental Period (Time): From _____ Until _____
(not before 9:00am) (not past 10:00 pm)

All functions must conclude by 11:00 pm, at which time all guests must have vacated the premises, otherwise the security alarm will activate and Anne Arundel County Police will arrive.

Anticipated # of Guests: _____

Agreement Holder shall not admit to the Clubhouse 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 65 guests. Smoking is prohibited in the Clubhouse.

RESPONSIBILITIES: The Member Host must be in the Clubhouse at all times during the private function to make sure their guests comply with these regulations and respect the rights and property of all our Members. Children must be supervised at all times, and they must stay within the Clubhouse unless accompanied in common areas by an adult. The area rented includes the Main Room, Room with Tables, Kitchen, and Rest Rooms (it does not include the Entrance Hallway). The Exercise Room must not be blocked as it will remain open to community members during the function. The Exercise Room is off limits to both children and adult guests during private functions, and the doors to the exercise room must remain closed. No tape or tacks can be used on the walls to put up decorations. The reserving Member may place a "Function in Progress" sign on the front door of the Clubhouse to avoid unnecessary interruptions.

Following the use of the Clubhouse, it must be returned to its original appearance.

The kitchen and main rooms must be cleaned, carpeting vacuumed, and tile floors cleaned as required following the function (a vacuum and mop are provided to assist you, all other cleaning supplies must be provided by the renter). Furniture and decorations shall be returned to their original positions. Trash shall be removed from all areas of the Clubhouse and removed from the building. If necessary, please refill toilet tissue in Rest Rooms. No food or drink shall be left in the refrigerator/freezer. Any balloons must be removed from the clubhouse and surrounding area after your function. Turn off the fireplace and any lights you turn on.

Alcoholic Beverages to be Present: Yes _____ No _____

If Yes; Alcoholic Beverage Addendum must be signed and attached along with:

A copy of the liquor license, and a copy of the 24 hr event liquor liability insurance policy.

Rental Fee Charge (Check #1): \$75.00

Security Deposit (Check #2): [] Alcohol is NOT present \$150.00
(Check One) [] Alcohol IS present \$400.00

PLEASE NOTE: Both checks, for the Rental Fee and Security Deposit must be submitted with the signed Agreement in order for the Clubhouse to be reserved. Please mail checks and agreement to Professional Community Management, 400 Serendipity Drive, Millersville, MD 21108 Care/of Angela Ashe, Shipley's Crossing HOA. Checks are to be made payable to: Shipley's Crossing Homeowners Association. Inc.

The Shipley's Crossing 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 this Clubhouse Rental Agreement (hereinafter referred to as the "Agreement"):

1. Rental Fee: Agreement Holder agrees to pay to the Association the sum of \$75.00 for six (6) hours of use. The rental fee is designed to help cover the cost of monthly cleaning (draperies, dusting, etc.), normal wear and tear, and the electric and water consumption resulting from the use of the facilities by residents. However the Agreement Holder will still be obligated to complete some light cleaning functions as listed in the Rental Reservation Rules and this Rental Agreement. All rental fee payments to the Association will be immediately deposited in an Association bank account.

2. Security Deposit:

Agreement Holder agrees to pay to Association the following security deposit, as applicable:

1. Events where alcohol is NOT present.....\$150.00
2. Events where alcohol IS present \$400.00

Security Deposits will be cashed and funds held by the Association's managing agent pending the post-use inspection results. The Association's managing agent will issue a check and return the Security Deposit via US mail within ten (10) business days following the date of reserved use, provided the Clubhouse, premises, facilities, and equipment are left in satisfactory condition and no other Association rules or county ordinances have been violated.

The amount of the Security Deposit for this agreement is \$ _____

- a. The Security Deposit shall not be refunded in the event of cancellation by the Agreement Holder, unless the Agreement Holder gives the Association's managing agent written notification of his/her intention not to use the Clubhouse during the Rental Period at least ten (10) business days prior to the Rental Period.
- b. The Security Deposit shall be refunded after the event only if the Clubhouse, premises, 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, ordinary wear and tear excepted.
- c. 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.
- d. The Association reserves the right to deduct from the Security Deposit an amount necessary, as determined by the Association's managing agent, to cover any costs of cleanup if warranted, e.g., if the Clubhouse is not

returned to the same condition as at the commencement of the Rental Period, and shall also deduct the costs of repairs or replacement of any property damaged during the use of the Clubhouse. If the Security Deposit does not fully cover these costs, the Agreement Holder shall be billed for 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 Clubhouse shall be responsible for any and all damages that occur during his/her use of the Clubhouse. The billed costs will be considered a special assessment and if not paid could result in a lien being placed against the Agreement Holder's home. Agreement Holder 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 excepted.

e. Agreement Holder will remove all materials that are not the property of the Association after the Rental Period. The Association shall be authorized to remove at the expense of the Agreement Holder all materials remaining. Agreement Holder shall be responsible for the payment of storage 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 costs accrued for removal and storage. The cleanup must be completed prior to the conclusion of the Rental Period.

3. Emergencies:

The Agreement Holder hereby understands that emergencies should be reported immediately as follows:

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

SECOND, to ProCom, the Property Manager, #410-721-0777 ext. 148

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

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

Agreement Holder:

_____ Date _____
Signature

Printed Name & Address: _____

Telephone: _____

Shipley's Crossing Homeowners Association Inc.
Designated Representative or Managing Agent

Approved and Signed by: _____ Date _____
Name (Please Print): _____

Title: _____