

Agreement for Use of Chaddsford HOA Clubhouse

Date: _____, 20_____

USER (Unit-Owner)	ADDRESS
Number of Attendees	Day Phone
	Cell

E-mail Address

I/We hereby request permission to use the Chaddsford Clubhouse on _____, 20_____ from the hours of _____ to _____ (no later than 2:00 a.m.) for the following purpose _____.

In consideration of this application, I/We hereby agree to comply with the following conditions, rules and regulations governing the use of the facility:

1. **RENTAL FEE AND SECURITY DEPOSIT:** It is understood and agreed that a rental fee of \$400.00, security deposit in the amount of \$200.00 for Chaddsford Homeowners (money orders only) are due at the time the contract is signed and returned to The Simmons Management Group, Inc. at 8911 60th Avenue, College Park, MD 20740. **THE RENTAL FEE, SECURITY DEPOSIT and CLEANING FEE** must be paid by **MONEY ORDERS ONLY**. Users agree that their security deposit shall be **FORFEITED** to the extent of any damages to the facility and/or the surrounding premises. Init: _____
 - The rental fee & cleaning fee are non-refundable. **THE ROOM SHOULD BE LEFT IN THE SAME CONDITION IT WAS RECEIVED.** An additional fee could possibly be assessed and withheld from your security deposit if the condition of the room is unacceptable or damages incur. Decision of the Management is **FINAL** in this manner. **ALL trash must be taken outside in trash bags the night of the rental and placed in the trashcans on the outside of the clubhouse closest to the kitchen (in the event that the outside trashcans are full put the bagged trash next to the cans).** Everything brought with you **MUST** be removed by 2 a.m. the evening of the rental. - You may **NOT** return the next day. Init: _____
 - In the event the damages and/or extra cleaning costs should **EXCEED** the amount of the security deposit & cleaning fee, users agree to be personally liable for the **FULL EXTENT** of the damages. **IF THE POLICE ARE CALLED AND A REPORT IS FILED AT THE POLICE DEPARTMENT, THE SECURITY DEPOSIT IS AUTOMATICALLY FORFEITED!** This includes that in the event that the alarm is tripped by fault of the renter and the police are called as a result, the renter will be charged the full amount of the bill. Any security deposit refund that is due will be all or partially returned within 30 days of the written request to

receive reimbursement. All written request for reimbursement of security deposit should be emailed to aa4@simmonsmgmtgrp.com. Init:_____

2. **TERM OF USE:** The use of the facility is granted to user for the private use of user and their guests only upon the date and hours specified herein. User may not enter the facility before 10 a.m. on the reserved date (unless previously arranged and approved by management). User shall be responsible for the punctual termination of the activity for which permission to use the facility has been granted at the time specified herein. The facility **MUST** be vacated **NO LATER** than 2 a.m. (with the music being turned off before 12:00 midnight). Upon termination of the activity, the doors must be **LOCKED**, the lights **TURNED OFF**, the thermostat set at 75° in the spring/summer season and 65° in the fall/winter season. The **ALARM** must be set, the **FRONT** door should be locked, and the key **LEFT IN THE LOCK BOX OUTSIDE THE CLUBHOUSE DOORS** before leaving the facility (the key should never be left inside near the doorway or outside under the mat). Failure to **LEAVE THE KEY** the night of the rental will result in \$100.00 being withheld from your security deposit. Init:_____

3. **RESTRICTIONS OF USE:** User agrees to the following restrictions on the use of the facility:
 - ❖ In **NO** event shall the facility be used for a **PUBLIC** function nor should any **ADMISSION fee be charged** for admission of guests to use the facility. Init:_____

 - ❖ All parties, gatherings **or** meetings shall be **CONFINED TO THE CLUBHOUSE AND PATIO AREA ONLY**. At no time should any users or guests step outside the clubhouse facility and enter the **SWIMMING POOL AREA** (deck or grass areas) **UNLESS A CONTRACT WAS PREVIOUSLY SIGNED WITH THE POOL MANAGEMENT COMPANY AND OUR PROPERTY MANAGEMENT COMPANY FOR THE USE OF THE POOL AND ITS LIFEGUARDS**. Guests should not migrate outside and loiter in front of the clubhouse or surrounding areas. Init:_____

 - ❖ **IN THE EVENT A BAND OR DJ PROVIDES ENTERTAINMENT, A SECURITY GUARD MUST BE ON THE PREMISES AND USERS AGREE THAT THE MUSIC SHALL NOT BE PLAYED BEYOND 12:00 A.M. PLEASE BE MINDFUL & RESPECTFUL OF THEIR RESIDENCES!** Init:_____

 - ❖ In no event shall users place permanent **SIGNS, BANNERS, FLAGS or BALLOONS** upon the **OUTSIDE OF THE FACILITY** or other premises. Temporary is OK as long as they are removed at the end of the rental. No thumbtacks, nails, pins, or other devices, **OTHER THAN TAPE** shall be used to put up decorations **INSIDE OF THE FACILITY!** All decorations and tape must be removed by the end of the rental. Init:_____

4. **NUMBER OF GUESTS:** User understands and agrees that permission to use the facility is limited to a maximum of eighty-three (83) persons. If it shall come to the attention of the Chaddsford Homeowner Association (CHOA), any agents representing the CHOA or the local police, that the number of persons in the facility exceeds 83, user agrees upon request from the CHOA (including any security guards employed by CHOA or local police) to **TERMINATE AT ONCE**, the activity for

which they have been granted the use of the facility and this action will **FORFEIT THE RETURN OF THE SECURITY DEPOSIT.** Init: _____

5. **INDEMNITY:** It is understood and agreed by users that they shall solely be responsible for **THEIR** conduct and that of **ANY GUEST** they shall invite to use the facility. Users agree to assume such responsibility and to indemnify and hold harmless CHOA its employees, agents and successors and assigns for any damages to the facility or any of the other premises and for any personal injury caused or occasioned by their conduct or the conduct of their guest arising from the use of the facility. Init: _____
6. **DAMAGE TO FACILITY:** Users understands and agrees that they shall be personally responsible for the payment for any damage to the facility in excess of the security deposit & cleaning fee posted in accordance with Paragraph 1 above. Init: _____
7. **USE BY MINORS:** Users agree that in the event the facility is to be used by minor members of their immediate family for the entertainment of their guests, the parent/guardian shall be personally responsible for damages or injuries of any kind which may occur during the use of the facility. Users further agree to provide not less than four (4) responsible adults who shall be present at ALL TIMES while the facility is in use by the minor member of their family or guest. **THE SIGNOR OF THIS AGREEMENT MUST STAY ON THE PREMISES OF THE CLUBHOUSE FACILITY AT ALL TIMES!** Init: _____

THIS RENTAL AGREEMENT MUST BE SIGNED BY OWNER/MEMBER OF THE CHADDSFORD HOA AND AN ADULT 21 YEARS OR OLDER!

Init: _____

8. **DISORDERLY ACTIVITIES:** Users agree to promptly terminate the activity and vacate the facility **IMMEDIATELY** upon request by CHOA or its agents or by any civil authority in the event of any disruptive or disorderly conduct on the part of the users or their guests. **THE SECURITY DEPOSIT IS AUTOMATICALLY FORFEITED IF ANY OF THE ABOVE SHALL OCCUR!** Init: _____
9. **PARKING:** Users agree to have **ALL GUESTS** park on the Clubhouse parking lot and along the right side (same side as the Clubhouse) of Chadds Ford Drive. Init: _____

APPLICANT SIGNATURE: _____

DATE: _____

Reservation Fee: \$200.00 (Money Order) Paid: _____ Date: _____
(Security Deposit) Homeowners

Rental Fee: \$400.00 (Money Order) Paid: _____ Date: _____

APPROVED BY (Management): _____

DATE: _____

CLUBHOUSE CHECKLIST

PRE-INSPECTION:

POST-INSPECTION:

Entrance Steps	_____	_____
Entrance Door	_____	_____
Carpet Throughout	_____	_____
Curtains/Blinds Throughout	_____	_____
Tables Throughout	_____	_____
Chairs Throughout	_____	_____
Walls Throughout	_____	_____
Kitchen Floor	_____	_____
Tile Floor Throughout	_____	_____
Counter Top & Bar	_____	_____
Refrigerator	_____	_____
Ceilings Throughout	_____	_____
Trash Taken Out	_____	_____
Men's Bathroom	_____	_____
Women's Bathroom	_____	_____

Pre-Inspection By (Chaddsford HOA): _____ Date: _____

The undersigned has read and is satisfied with the condition of the Clubhouse inspection.

Signed by Resident Renter of Clubhouse: _____ Date: _____

Key Issued By (Chaddsford): _____ To (Resident): _____ Date: _____

Key Returned: YES or NO By (Chaddsford): _____ Date: _____

Post Inspection By (Chaddsford): _____ Date: _____

Refund of deposit approved: _____ Date: _____