

**CABIN BRANCH HOMEOWNERS ASSOCIATION, INC.
CLUBHOUSE RENTAL AND USE RULES**

WHEREAS, Article VII, Section 7.01(a) of the Bylaws states that "The Board of Directors shall have power to: (a) adopt and publish rules governing the use of the Common Area;" and

WHEREAS, the Board deems it necessary and desirable to establish certain rules, procedures and guidelines for the use and rental of the Association's clubhouse located at 22201 Fulmer Ave., Clarksburg, MD 20871 ("Clubhouse").

NOW THEREFORE, BE IT RESOLVED THAT the following rules and regulations for the use and rental of the Clubhouse be adopted:

I. RENTAL SPACE

Rental of the Clubhouse permits the Member, and his or her guests, to the exclusive use of the event room, lounge and kitchen for the rental period. The rental of the Clubhouse does not authorize access or use of the pools to non-Members, except as otherwise permitted in the pool rules.

II. ELIGIBLE USE FOR THE CLUBHOUSE

- a. Association meetings (annual meetings, special meetings, board meetings, committee meetings);
- b. Association-sponsored or organized social functions (community swim team);
- c. Adult community based non-profit clubs (card clubs, garden club, etc.);
- d. Community based non-profit clubs (Cub, Girl or Boy Scouts);
- e. Adult Private Parties;
- f. Private parties for individuals under 17 (birthday parties, brisses, baby naming, confirmations, christenings, Quinceanera, etc.). For parties for individuals under 17, the final head count must be provided at least five (5) days before the event, including a breakdown of individuals under 17 and over 17.

Unapproved Uses

- g. For profit activities and day cares;
- h. Rental by a non-Member. Non-Members and non-Association residents can attend a function at the Clubhouse, however, only a Member can reserve or otherwise rent the Clubhouse.

Applicants for the rental of the Clubhouse must be current Members of the Association, in good standing. Good standing includes a Member who is current in the payment of assessments and has no outstanding violations of the Association's governing documents.

Reservation of the Clubhouse for approved events/activities/rentals shall be scheduled on a first-come, first-served basis through the Association's managing agent.

III. OCCUPANCY

The maximum permitted occupancy for the Clubhouse is 225 persons.

IV. PRE-USE AND POST-USE INSPECTIONS

For all reserved uses of the Clubhouse, except by the Association's Board of Directors, duly constituted Association committees, or designated Association-sponsored activities, there will be a pre-use inspection of the Clubhouse by the reserving Member and a designated representative of the Association, and all defects within the space to be used will be noted on an inspection form.

Following the reserved use of the Clubhouse, a post-use inspection of the Clubhouse will be conducted by a designated representative of the Association to ascertain if any new damage has been sustained to the Clubhouse as a result of the reserving Member's use of the reserved Clubhouse. The judgment of the Association's designated representative or the Association's managing agent, in all decisions, is final, with appeal to the Association's Board of Directors.

Association representatives authorized to conduct pre-use and post-use inspections shall include members of the Board of Directors, representatives of the Association's managing agent, or any such persons authorized by the Board of Directors to perform such inspections. See Exhibit A for a copy of this inspection form.

V. LIMITS ON TIMES OF USE

All reserved use of the Clubhouse must end. The Clubhouse must be cleaned and vacated, no later than midnight, with the exception of events that have prior written Board approval to stay later. The official permitted hours of reserved use may be changed by the Board of Directors from time to time. In addition, the Board of Directors has the authority to extend the hours of availability for Association-sponsored events.

The reserved Clubhouse must be fully cleaned and vacated by the agreement holder(s) and their guests no later than thirty (30) minutes after the designated end time of the reserved time period. Failure to do so will result in a charge for an additional hour of use of the Clubhouse. There is also a two (2) hour time period requirement between events to allow for proper inspection of the Clubhouse and its facilities by the designated Association representative before the next scheduled event or function.

*Any Member wishing to have events past midnight must get prior written approval and must provide private additional security for such events. Proof of security must be given to the managing agent prior to the scheduled event. Verification of the security company and its

information (including, but not limited to, its insurance and bonding information) must be provided at least twenty-four (24) hours prior to the event. The insurance should name the Association and its management agent as an additional insured.

**The Clubhouse will not be available for rental use on Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, and New Year's Day. For all other recognized holidays, such as Halloween, Independence Day, Memorial Day, or Labor Day, if the Association has not scheduled a community-wide event at least 30 days prior to the date of the holiday, the Clubhouse will be available for rental use, however, the Member may be required to pay any additional fees required to operate the Clubhouse on those holidays.

VI. GENERAL CONDITIONS OF USE

Any Member wishing to reserve the Clubhouse for private use shall contact the managing agent to check on the availability for the requested date and time at least two (2) weeks prior to the requested date. If the requested time slot is available and the Member otherwise qualifies, the managing agent will reserve the time slot and prepare and send an Association Clubhouse Rental Agreement (hereinafter "Agreement," which is attached as Exhibit B) to be completed, signed, and returned for approval. The Agreement is non-transferable. Such agreement shall be binding on the reserving Member (hereinafter "Agreement Holder"). Only an Association Member may enter into such Agreement with the Association. Conditions of use are detailed below:

A. Except where such fees are incidental to Association-sponsored activities, neither admission fees nor any fund transfers which might be construed as admission fees shall be collected for the use of the Clubhouse by the Agreement Holder.

B. Any event or activity intended to be attended primarily by persons under 21 years of age shall be attended by a minimum of two (2) chaperoning Members of the Association whose names and signatures will appear on the Association Agreement. Additional chaperons are required at a rate of one (1) adult chaperon per ten (10) youths attending the event, or any portion thereof. The individuals whose names appear on the Agreement must be present for the duration of the event. Absolutely no alcohol is permitted at such events.

C. All Association chairs, tables, and equipment shall be returned to proper storage areas following each reserved use, and under no circumstances shall chairs, tables, or other equipment belonging to the Association be removed from the Clubhouse.

D. If decorations, auxiliary lights, or sound equipment are contemplated for use during any reserved time, the Association's managing agent shall be notified three (3) days in advance. The managing agent reserves the right to conduct an inspection of the decorations or equipment to be used by a representative of the Montgomery County Fire Department or by a licensed electrician. A fee to cover the cost of such inspection shall be levied against the Agreement Holder.

E. Absolutely no objects, such as nails, tacks, scotch tape, candles, or substances which cause permanent damage or other markings shall be placed on the walls, ceilings, or window surfaces.

Any and all decorations shall be fireproof and shall be removed entirely immediately following the reserved use of the Clubhouse. Under no circumstances shall any group make any structural or electrical alterations to the Clubhouse, except by written permission from the Association Board of Directors.

F. Paints, acids, and all other supplies and materials or other actions which present a clear damage potential are prohibited from the Clubhouse during times of reserved use.

G. All refuse and personal property of the Applicant(s) and their guests and invitees shall be removed from the Clubhouse immediately following the reserved use of the Clubhouse. The applicant Members are responsible for providing their own trash bags and the removal of refuse.

H. Each Agreement Holder shall be personally responsible for knowing the location and the proper use of the Clubhouse's fire extinguishers and other emergency equipment.

I. The designated Association representative is permitted to attend all events/functions in a manner to monitor compliance with the Agreement and the Association's rules and regulations.

J. The pool facility and other recreational facilities are not included in the Agreement and access or entry is prohibited.

K. Alcohol may be permitted if the attendees are 21 years or over. In the case of attendees over and under the age of 21, the Agreement Holder must assure that no one under 21 will be served or provided any alcoholic beverage.

VII. RESERVATION PROCEDURES

Any Association Member wishing to reserve the Clubhouse shall follow the procedures below:

1. Contact the managing agent to check availability for the requested date and time at least two (2) weeks prior to the requested date. If the time slot is available, the managing agent will reserve the time slot and prepare and send an Association Clubhouse Rental Agreement to the Member.

2. The Member shall sign the Agreement and return the document, along with two (2) checks (one for the rental fee and the other for the appropriate security deposit), to the managing agent within ten (10) business days of the Member's receipt of the documents. All payments shall be made in the form of a personal check, certified cashier's check, or money order payable to the "Cabin Branch Homeowners Association, Inc." The signed Agreement and the two (2) checks should be mailed to the address of the managing agent indicated on the Agreement.

3. The managing agent will then send the Member a copy of the Agreement confirming the reserved date and time.

NOTE: The particular Clubhouse shall be officially reserved when the Agreement Holder has delivered to the Association's managing agent a signed Agreement, together with the appropriate security deposit payment and payment in full for the appropriate rental fee, and has received a copy of the Agreement confirming the reservation through signature of the managing agent's authorized representative. If such payments are not received in accordance with these stipulations, the reservation shall be canceled. Such agreement shall be binding on the Agreement Holder.

**VIII. FEES AND DEPOSITS
THE PROCESSING OF FEES AND DEPOSITS**

Type of Event	Rental Rate for 1 Clubhouse Mon - Thurs (4 hours)	Rental Rate For 1 Clubhouse Friday, Saturday, Sunday (4 hours)	Deposit
Association meeting or sponsored/organized event	N/A	N/A	N/A
Adult community based non-profit clubs	\$125	\$125	\$500 for each rental term
Association-wide non-profit clubs in the downstairs multi-purpose room	N/A	N/A	N/A
Youth community based non-profit clubs	\$125	\$125	\$500 for each rental term
Private Parties	\$125 - includes janitorial services	\$375 for the first 4 hours and with janitorial Additional hrs. at \$42.50/hr.	\$750
Other	Board discretion	Board discretion	Board discretion

IX. CANCELLATIONS

If a function is canceled within fifteen (15) business days of the reserved use date, a \$75 administrative fee will be deducted from the applicable rental fees and/or security deposit which have been collected and the balance refunded. All events canceled more than fifteen (15) business days prior to the reserved use date and events canceled by the Association will result in a full refund of all rental fees and deposits collected.

X. HANDLING OF DEPOSITS IN THE EVENT OF DAMAGES/OTHER

The Association reserves the right to deduct from the security deposit an amount necessary to cover any costs of clean-up, if warranted, 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 damage that occurs due to their use of the Clubhouse. The billed costs will be considered a special assessment pursuant to Section 5.5 of the Declaration, and if not paid, could result in a lien being placed against the Agreement Holder's home.

If the Agreement Holder fails to comply with any and all stipulations of the Agreement, or if the Agreement Holder or any of his or her guests or invitees fails to comply with the Association's policies, rules and regulations, or other legal document provisions or any applicable law, the Association reserves the right to deduct any portion (or all) of the paid security deposit made by the Agreement Holder. In addition, further use of the Association's facilities may be denied for a period of time established by the Board of Directors.

Where warranted, the Association's managing agent shall make final determinations on the total fees required of the Agreement Holder in cases of questions concerning the cancellation of a reserved use or any similar dispute related to fees owed by an Agreement Holder. In such event, further scheduling of the Clubhouse may be denied until all fees are paid.

XI. LIABILITY

The Association, its trustees, agents, officers, and employees assume no responsibility for the personal property of anyone using the Clubhouse during times of reserved use. The Agreement Holder will remove all such property from the premises at the conclusion of the reserved use, unless prior arrangements have been made with the managing agent or the designated Association representative.

The Agreement Holder and all users of the Clubhouse during a time of reserved use will be responsible for compliance and adherence to the Association's Declaration and Bylaws, including all amendments thereto, the Rules and Regulations of the Association, and all specifications of the Agreement. It is understood that the Agreement Holder agrees to indemnify the Association, its trustees, officers, agents and employees, and save them harmless from and against any and all liability, damage, expense, causes of action, suits, claims or judgments arising from injury to persons or property occurring in or about the premises and upon the adjoining sidewalks, streets or ways, which may arise from the Association's ownership of the premises and from any action or omission of the Agreement Holder, its agents, employees, invitees, or licensees, or from any cause whatsoever.

XII. EXHIBITS

Subject to the approval of the Association's Board of Directors, the language of the Clubhouse Inspection form and the Clubhouse Rental Agreement change from time to time as needs warrant. These documents are attached to this resolution as Exhibit A and B, respectively, and are hereby incorporated as a part of this resolution. The Board may approve language changes to

these exhibits by General Resolution duly adopted, provided that such changes do not alter the substantive provisions of this resolution.

These rules were adopted this the 18 day of August, 2017.

Witness: Margo M Ball
Margo M Ball, President

Attest: James Greene
James Greene, Secretary

**EXHIBIT A
CLUBHOUSE RENTAL
PRE AND POST INSPECTION FORM**

INVENTORY:

ITEM	NUMBER	CONDITION
Chairs		
Tables		
Trash Cans		
Coffee Makers		
Microwave		
Refrigerator		
Stove		

FACILITY INSPECTION CONDITION:

ITEM	PRE-USE CONDITION	POST-USE CONDITION
Floors		
Doors		
Windows		
Walls		
Kitchen/Bathrooms		

COMMENTS:

Pre-Use Inspection Conducted By: _____ Date: _____

Agreed Upon By Agreement Holder: _____ Date: _____

Post-Use Inspection Conducted By: _____ Date: _____

DATE OF EVENT	DEPOSIT
REPLACEMENT/REPAIRS	TOTAL REFUND

EXHIBIT B

**CABIN BRANCH HOMEOWNERS ASSOCIATION, INC.
CLUBHOUSE RENTAL AGREEMENT**

Permission is hereby requested by (must be a Member in good standing):

Name: _____

Address: _____

Phone: _____

to use the Cabin Branch HOA Clubhouse according to the following terms ("Clubhouse"):

DATE OF RENTAL: _____

RENTAL PERIOD (TIME): FROM _____ UNTIL _____ ("Rental Period")

PURPOSE OF ACTIVITY: _____ ("Event")

ANTICIPATED NUMBER OF PERSONS: _____

CLUBHOUSE: _____

ALCOHOLIC BEVERAGES TO BE PRESENT: YES or NO

RENTAL FEE CHARGE: \$ _____ (___ hrs. @ \$ ___ per hour)

TOTAL FOR CHECK #1 \$ _____

SECURITY DEPOSIT (CHECK #2). \$ _____

PLEASE NOTE:

If the signed Agreement and checks in the amount due as shown above are not received by the managing agent by five (5) days prior to the Event, this reservation and Agreement will be canceled. Cabin Branch Homeowners Association, Inc. (hereinafter referred to as the "Association") and the undersigned Member(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. The Agreement Holder and his/her guests will have exclusive use of the Clubhouse reserved for the period described above.

2. The Agreement Holder hereby agrees 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 Clubhouse, which are adopted from time to time, and the stipulations of this Agreement. The Association has the 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 regarding the use of the Clubhouse. The rules are hereby incorporated in this rental agreement and the documents. In case of a conflict between this Agreement and the rules and regulations, the Agreement shall control.

3. All personal property placed at the Clubhouse 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 identify, defend, and hold harmless the Association, its directors, officers, employees and agents for any loss, claim, injury or damage which occurs during or arises from the Event or the Agreement Holder's use of the Clubhouse.

4. NO pets or animals shall be brought into the Clubhouse, except as permitted by law.

5. There will be a pre-use inspection of the Clubhouse and the premises with the Agreement Holder and the designated Association representative. Upon entry, Agreement Holder should note any apparent vandalism or any cleanliness deficiencies on the inspection form.

6. The Agreement Holder agrees to be present thirty (30) minutes prior to the reserved time of this Agreement to conduct a pre-use inspection of the Clubhouse reserved with the designated Association representative to note the condition of the facilities prior to commencement of the Rental Period. Agreement Holder should note any apparent vandalism or any deficiencies of any kind on the pre-inspection form attached as Exhibit A.

7. The Agreement Holder understands and is aware that the designated Association representative, including a security guard, may be present at any time during the Rental Period to monitor compliance with this Agreement.

8. The Agreement Holder hereby agrees that the Clubhouse and its premises will be used only for the purpose indicated above and that any use contrary to such purpose may result in forfeiture of a portion or all of the security deposit paid by the Agreement Holder.

9. The Agreement Holder hereby agrees that the designated Association representative, at his/her discretion, may terminate the Agreement at any point in time if he/she feels that the activities of 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 Clubhouse, 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 Board of Directors as to the amount of any penalty, if any, to be deducted as a result of such activity.

10. The Agreement Holder hereby agrees to exercise due care in using the premises, and the Agreement Holder also agrees that the furniture, appliances, fixtures, and

appurtenances are under his/her control, and therefore, the Association is not liable to the Agreement Holder, his/her guests, servants, or invitees for any 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. In addition, the Agreement Holder agrees to indemnify and hold the Association harmless and without fault or liability for any loss or damage, direct or indirect, which occurs during the Rental Period from either personal or property damage sustained by the Agreement Holder, his/her guests, invitees or servants. 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 claim by it against the Agreement Holder, his/her guests, invitees, or servants.

11. The Agreement Holder hereby understands that emergencies should be reported immediately to:

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 an Incident Report documenting the emergency and/or accident. All accidents, no matter how small, should be logged and explained in detail in an incident report.

12. The Agreement Holder hereby acknowledges that this Agreement cannot be assigned or transferred to another Member or homeowner of the Association.

13(a). The security deposit shall not be refunded 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 Reserved Period.

b. The security deposit shall be refunded only if the 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 as listed on the pre-use inspection, ordinary wear and tear expected.

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. A clean-up charge will be deducted from the security deposit, as needed, if the Clubhouse is not returned to the same condition as at the commencement of the rental period. The cleanup must be completed within one-half (1/2) hour after the conclusion of the rental period. The Agreement is not an interest in real estate, but an agreement for the use of the Clubhouse. In the event that the Association breaches its obligations under this

Agreement, the parties hereto agree that the Association's liability for damages shall be limited to the amount of the 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 jointly and severally the obligation of the individual members thereof.

14. The Agreement Holder executing the Agreement must be in attendance at said activity and adhere to the hours on said Agreement.

15. All events/activities must end and the building and premises vacated at or before the end of the Rental Period. All areas must be cleaned no later than thirty (30) minutes after the conclusion of the Rental Period. As a matter of courtesy to the community, please vacate the premises quietly.

16. All Association chairs, tables, and equipment shall be returned to proper storage areas following each reserved use, and under no circumstances shall chairs, tables, or other equipment belonging to the Association be removed from the Clubhouse.

17. If auxiliary lights or sound equipment are contemplated for use during any of reserved time, the Association's managing agent shall be notified three (3) days in advance. The managing agent reserves the right to conduct an inspection of the decorations or equipment to be used by a representative of the Montgomery County Fire Department or by a licensed electrician. A fee to cover the cost of such inspection shall be levied against the Agreement Holder.

18. Any fees due under this Agreement, if unpaid, may be assessed against the Member and collectible in the same manner as assessments under the Association's Declaration of Covenants, Conditions and Restrictions.

I UNDERSTAND THAT FAILURE TO COMPLY WITH ANY OR ALL OF THESE RULES MAY RESULT IN THE IMMEDIATE TERMINATION OF THE FUNCTION/EVENT, DENIAL OF FURTHER USE OF THE BUILDING, AND THE RELINQUISHMENT OF SECURITY DEPOSIT AND/OR OTHER FEES OR PENALTIES BEING IMPOSED BY THE ASSOCIATION, AS APPROPRIATE.

Agreement Holder(s):
Signature: _____
Printed Name: _____
Date: _____

Cabin Branch Homeowners Association, Inc.
By: _____
Printed Name: _____
Date: _____
Title: _____