



Cabin Branch Homeowners Association, Inc.  
22201 Fulmer Avenue  
Clarksburg, MD 20871  
301-540-6010

## Clubhouse Rental Agreement

PLEASE PRINT CLEARLY

Category of Event (check one)

☐

Private Event

☐

Non-profit

☐

No-charge

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Organization Name (if applicable): \_\_\_\_\_

Organization Address (if applicable): \_\_\_\_\_

Telephone (H): \_\_\_\_\_ Cell/Work: \_\_\_\_\_

Email Address: \_\_\_\_\_

Purpose of Event: \_\_\_\_\_

Event Day/Date: \_\_\_\_\_ Event Hours: \_\_\_\_\_

Number of Attendees/Guests: \_\_\_\_\_ (161-person max.)

### For HOA Use Only:

Deposit Amount: \$ \_\_\_\_\_

Date Received: \_\_\_\_\_

Check #: \_\_\_\_\_

Rental Charge: \$ \_\_\_\_\_

Date Received: \_\_\_\_\_

Check #: \_\_\_\_\_

Add'l Hours Fee: \$ \_\_\_\_\_

Date Received: \_\_\_\_\_

Check #: \_\_\_\_\_

**TOTAL:** \_\_\_\_\_

☐

If checked, this rental is by a homeowner in good standing with the HOA, whereby Assessments are current and no unresolved CC&R issues exist.

## Clubhouse Rental Agreement – Please initial next to each line

Please note that failure to abide by the provisions below will constitute grounds to forfeit the deposit.

- \_\_\_\_\_ **Alcohol:** Individuals and/or groups renting the facility for private parties serving alcohol must obtain 3<sup>rd</sup> party alcohol liability insurance and may not sell tickets or charge admission. If at any time it is brought to the attention of management and/or the Cabin Branch Board of Directors that payment is occurring or has occurred, the rental deposit will not be refunded. Renters are responsible for assuring that the serving of alcohol is in compliance with Montgomery County regulations.
- \_\_\_\_\_ **Decorations:** Decorating of the Clubhouse is permitted. However, at no time is any tape permitted to be attached to any painted surfaces with the exception of trim/molding. No confetti, silly string, or decorations with permanent adhesive nails are to be used anywhere within the facility. Furniture may be moved to allow for tables and chairs, but must be restored to the original placement. \*\*Please exercise caution when moving the tables and chairs; they cannot be dragged across the floor, as that will damage the wood. Cabin Branch will accept no responsibility for any injuries to persons involved in decorating the facility.
- \_\_\_\_\_ I agree not to use **TAPE, PINS, OR CONFETTI** during my rental, consistent with the Decorations statement above.
- \_\_\_\_\_ **Glass Containers:** No glass containers are allowed in the parking lot, on the pool deck or Clubhouse balcony.
- \_\_\_\_\_ **Helium Tanks:** Helium tanks/containers may not be left on the premises.
- \_\_\_\_\_ **Music:** Music is permitted, including bands and DJs. Music must be kept at a volume that does not disturb the quiet enjoyment of Cabin Branch residents near the building. Volume levels must also abide by the Montgomery County Noise Ordinance. Please keep the clubhouse doors closed during an event if a DJ, band or loud music is playing.
- \_\_\_\_\_ **Open Flames:** Open flames or other potential fire ignition sources are strictly prohibited in all areas of the facility. The only exception to this rule is the use of Sterno under chafing dishes, which is acceptable.
- \_\_\_\_\_ **Pets:** **NO PETS** other than service animals are allowed in the Clubhouse.
- \_\_\_\_\_ **Pool Access:** The swimming pool and deck area are for the Cabin Branch community and cannot be reserved as part of, or during, a private event. **AT NO TIME** can guests at a rental access the pool or the pool deck.
- \_\_\_\_\_ **Storage Room Access:** The storage room is not zoned as occupied space. It is zoned as a room to store the tables and chairs. **AT NO TIME** may the room be used for any purpose other than storage. Renters and their guests **MAY NOT** be in the room at any time during a rental, except to access the tables and chairs.
- \_\_\_\_\_ **Smoking:** **NO SMOKING or vaping** is allowed in the Clubhouse, balcony, restrooms, or pool area. No cigarettes shall be thrown onto the grounds of the HOA. Smoking *is* permitted 25 feet from the clubhouse.

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### **Care of the Facility and Homeowner/Resident/Renter Responsibility**

It is expected that you will treat the Clubhouse with the utmost care. It is understood that the facility must be left in "broom clean" condition, all tables and chairs must be wiped clean of any debris and properly stored. All furniture must be returned to its original placement and all party items must be removed from the premises. Table surfaces must be protected against liquid spills or damage from hot plates. All trash from your event must be bagged and removed from the kitchen trash cans and placed inside the toters outside of the side door (parking lot side). Any trash that does not fit inside the toters must be taken with you at the end of your event. At no time should trash be placed and/or left on the ground.

Cabin Branch does not supply trash bags, trash cans, cleaners or paper products. Any liquid spills are to be cleaned immediately to prevent damage to the floors.

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### **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.

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### **Deposits**

Renters are responsible for the condition of the building and are responsible for reimbursing Cabin Branch in the event of damage to the facility. A deposit (outlined in Table 1) is required to reserve the Clubhouse for a private event. The deposit and the signed rental agreement must be received by community management before a reservation will be scheduled or confirmed. The deposit check must be separate from the rental check.

Should any damages exceed the deposit, the renter is responsible for any and all additional charges. For those users from whom a deposit is not required, users are required to promptly report any damage.

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### **Deposit Deductions**

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 Renter 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 Renter 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 Renter's home.

If the Renter fails to comply with any and all stipulations of the Agreement, or if the Renter 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 Renter. 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 Renter in cases of questions concerning the cancellation of a reserved use or any similar dispute related to fees owed by a Renter. In such event, further scheduling of the Clubhouse may be denied until all fees are paid.

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### **Clubhouse Rental Key Fob Pick-Up and After-Hours Assistance**

Renters are responsible for picking up the clubhouse key fob during normal management office hours. For weekend rentals, the key fob can be picked up up to one week prior to the event, but it must be picked up no later than **5:00 PM on the Friday preceding the event (Thursday if that Friday is a Holiday), or the last business day before the rental.**

Failure to pick up the key fob by this deadline may result in the renter being unable to access the clubhouse, which could jeopardize the ability to hold the event as scheduled.

Afterhours service is not offered. However, in rare cases should it become necessary, there will be a charge of **\$150.00/hour**. Failure to pick up a key fob during normal business hours does not constitute an emergency or warrant afterhours service.

For purposes of this policy, **after-hours** is defined as:

- **Monday through Friday:** Before 8:30 AM or after 5:00 PM.
- **Weekends:** Any time between **5:00 PM on Friday and 8:30 AM on Monday.**

By reserving the clubhouse, the renter acknowledges and agrees to these requirements and any applicable after-hours fees.

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### **Insufficient Funds Policy**

Any checks returned to Cabin Branch for reason of insufficient funds will be subject to a \$50 fee. In addition, this may be cause for denial of future rental of the facility.

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### **Indemnification and Compliance**

The renter agrees that in connection with the rental of the Clubhouse he/she/they will indemnify, defend, save and hold harmless the Cabin Branch Homeowners Association, Inc., its directors, officers, members, employees, agents, and assigns, and the successors, assigns, heirs and personal representatives of each of them, from and against any and all liability, claim, loss, damage, cost or expense (including but not limited to attorneys' fees) arising in any way from or relating to the use of the Clubhouse pursuant to this Rental Agreement and/or any breach of the terms of this Rental Agreement and/or any rules and regulations that may be promulgated from time to time regarding the use of the Clubhouse. By signing the Rental Agreement, the renter agrees to be bound by the terms of the Rental Agreement, and any rules and regulations that may be promulgated from time to time regarding the use of the Clubhouse. In the event any of the terms and provisions of this Agreement are deemed unenforceable or invalid for any reason, the remaining terms and provisions shall remain in full force and effect.

I have read this agreement and I have received a copy of the Clubhouse Rental Rules and Regulations, including Table 1, for the use of the Clubhouse owned by the Cabin Branch Homeowners Association, located at 22201 Fulmer Avenue, Clarksburg, MD 20871. I fully understand my responsibilities and agree to comply with all conditions set forth herein.

I certify that I am in good standing with the Cabin Branch Homeowners Association and that my HOA dues/assessments are current. Furthermore, I certify that I do not have any unresolved CC&R issues on file with the Association.

Renting Party's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Renting Party's Address: \_\_\_\_\_

Authorized Management Signature: \_\_\_\_\_ Date: \_\_\_\_\_



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## Clubhouse Rental Rules & Regulations

The Cabin Branch (CB) Clubhouse is available for rental by homeowners in good standing of the Homeowners Association (HOA) as well as Clarksburg area community-based clubs or groups (i.e., Rotary Clubs, book clubs, Girl/Boy Scouts), for private events, and educational events and classes. "Good Standing" requires current assessments and no unresolved violations of the Declaration of Covenants, Conditions, Easements and Restrictions of the Association. Further, an HOA member is an actual homeowner or renter with a rental agreement on file with the HOA.

Reservations will be taken on a first-come, first-served basis. The reservation occurs upon receipt of the deposit check made payable to Cabin Branch HOA and the signed agreement.

Renting Party/Renter agrees to the following rules, terms and conditions apply:

1. The Clubhouse may not be used for events of a political nature with the exception of Cabin Branch sponsored forums. A "political event" is defined as an event involving single candidates for office, county ballot issues, or activities intended for attendance by members of a single political party.
2. The Homeowners Association Board reserves the right to refuse rental of the Clubhouse for any purpose it deems to be detrimental to or not in the best interests of its members. It further reserves the right to refuse to rent the facilities on any dates and at any time it deems inappropriate or inconvenient.
3. The Clubhouse may not be reserved more than eighteen (18) months in advance except by Cabin Branch Committees or the Board of Directors.
4. To finalize the reservation and schedule, an application must be completed and returned to the on-site management office with the required deposit.
5. Full payment for the rental must be received at least fourteen (14) days before the scheduled event.
6. All applications must be reviewed and approved by community management staff.
7. Repeated rentals for private events (three or more consecutive weeks or days) may be disapproved if the reservation appears to unreasonably limit the ability of other CB members to use the Clubhouse.
8. Only Cabin Branch members in good standing may rent the Clubhouse.
9. A "non-profit" event may include events in which an instructor or presenter receives nominal payment for services. Cabin Branch members in good standing may rent the Clubhouse for "non-profit" events. An attendance fee may be charged to attendees/participants in the case of "non-profit" events.
10. The Association reserves the right to cancel events. If the Association cancels an event, a refund of full rental fees will be issued.
11. **NO SMOKING or vaping** is allowed in the Clubhouse, balcony, restrooms, or pool area. No cigarettes shall be thrown onto the grounds of the HOA.
12. The swimming pool and deck area are for the Cabin Branch community and cannot be reserved as part of the Clubhouse function. At no time, shall a rental/function at the Clubhouse encroach upon these areas.
13. **NO PETS** other than service animals are allowed in the Clubhouse.
14. No glass containers are allowed in the parking lot, pool deck or on the Clubhouse balcony.

## **Clubhouse Rental Rules & Regulations (cont.)**

15. The Association reserves the right to enter the Clubhouse and terminate any function should the conduct of any person using the Clubhouse endanger the health, safety or welfare of any person, constitute a threat to the Clubhouse or other property, or reasonably interfere with the peace and enjoyment of the residents of Cabin Branch.
16. The Renting Party, all guests and invitees agree to indemnify and hold harmless the Cabin Branch Homeowners Association, its Board of Directors and its employees and/or agents for any and all losses, claims, damages, lawsuits, etc., which occur or arise out of the use of the Clubhouse or pool facility. Renting Party is responsible for abiding by all County ordinances.
17. The Renting Party understands and agrees to abide by all local, state and federal laws and ordinances that pertain to residents, guests and invitees while using the clubhouse.
18. The Renting Party agrees that any violation of the Clubhouse Rental Rules shall be grounds for immediate termination of the right to use the Clubhouse. Any such termination shall not waive or change the renter's obligation hereunder.

## **Clubhouse Time Limitations and Facility Access**

The Clubhouse is available for events between 8 AM and 12 AM. Standard rentals are for four (4) hours. Renters are permitted thirty minutes prior to their event for set-up, and thirty-minutes after their event for clean-up. Additional time exceeding the scheduled time will result in an additional charge as defined in Table 1.

## Table 1. Fees and Deposits for Use of Clubhouse

Reservations are required for all non-HOA events

| Type of Event                | Rental Rate, Terms, and Deposit                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CB Board or Committee        | No charge or deposit required.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Private events by CB Members | <ul style="list-style-type: none"><li>• \$750 security deposit to reserve the space.</li><li>• \$375 for up to 4 hours. The reserved time includes set-up and clean-up; payment is due fourteen days before the event.</li><li>• \$42.50 per additional scheduled hour</li><li>• CB-contracted janitorial services will be provided before the event to ensure that the Clubhouse is clean.</li><li>• Renters are responsible for clean-up and returning the space to the "pre-event" state. This includes bagging and removing trash after the event and placing it in the trash totes located outside the side door (parking lot side). Any excess trash that does not fit in the totes must be taken offsite with the renter.</li><li>• Helium tanks/containers must be removed from the premises.</li><li>• The CB homeowner <b>MUST BE PRESENT</b> for the <b>ENTIRE TIME</b> of the rental. The Homeowner will be held responsible for the conduct of their guests.</li></ul> |

### Weekday evening events (after normal working hours) Monday – Thursday:

- A \$750 refundable deposit will be required and will be returned at the end of the event.
- \$125 for up to 4 hours. The reserved time includes set-up and clean-up; payment is due fourteen days before the event.
- \$42.50 per additional scheduled hour.
- Renters are responsible for clean-up and returning the space to the "as provided" state. This includes bagging and removing the trash after the event and disposing of the trash at an off-site location.
- Helium tanks/containers must be removed from the premises.
- The CB homeowner **MUST BE PRESENT** for the **ENTIRE TIME** of the rental. The Homeowner will be held responsible for the conduct of their guests.

### Adult or Child Non-Profit events:

- A \$500 refundable deposit will be required and will be returned at the end of the event.
- \$125 for up to 4 hours. The reserved time includes set-up and clean-up; payment is due fourteen days before the event.
- \$42.50 per additional scheduled hour.
- Renters are responsible for clean-up and returning the space to the "as provided" state. This includes bagging and removing the trash after the event and disposing of the trash at an off-site location.
- Helium tanks/containers must be removed from the premises.
- The CB homeowner **MUST BE PRESENT** for the **ENTIRE TIME** of the rental. The Homeowner will be held responsible for the conduct of their guests.