WASHINGTONIAN WOODS HOMEOWNERS ASSOCIATION
c/o Property Management People, Inc.
955 A Russell Avenue
Gaithersburg, MD 20879
Phone: 301-963-3337

2027 CLUBHOUSE RENTAL AGREEMENT

The Washingtonian Woods Homeowners Association (WWHOA) and

_____ (Member),

Owner(s) of a home within the Washingtonian Woods community at _____

_____ (full address) hereby agrees that, in consideration of the sum of (check the appropriate room):

Lower Room _____ $150 rental fee and $150 refundable deposit.
(Maximum capacity is 100 persons)
May be used for youth parties, children up to 12 years of age, parents must be present at all times.
Room must be cleaned and vacated no later than 9 p.m. during all youth functions.
May also be used for adult functions and must be cleaned and vacated by 12 a.m.

Upper Room _____ $225 rental fee and $500 refundable deposit.
(Maximum capacity is 259 persons)
Room must be cleaned and vacated not later than 12 a.m.
May be used for adult or family functions.

The Member is granted use of the above-indicated Clubhouse facility on _____

(date), during the hours of (time frame) _____ to _____ (time frame must include set up and clean up)

for a _____ (type of event).

(Please send **two separate** checks for the rental fee and deposit to the address listed above, both payable to **Washingtonian Woods Homeowners Association**. **No third-party checks will be accepted.**)

The WWHA and Member hereby agree that:

1. The Member will be present at all times and supervise the use of the Clubhouse.
2. The Member will be in exclusive possession of the key to the Clubhouse.
3. The Member shall have the use of the Clubhouse for the Member's benefit and the benefit of the Member's guests.
4. The Member is defined as a WWHOA homeowner for the purpose of this Agreement.
5. The Member shall be in good standing with the Association and remain current with their Association Assessment.
6. **This Agreement is subject to the following provisions and restrictions:**

Initials____

a. The Clubhouse is for use by WWHOA Members **only** and is not intended to be rented by a Member for the use of a non-Member.
b. The rental fee of $150 or $225 and the refundable security deposit of $150 or $500 shall be paid, and this Agreement shall be signed before the key to the Clubhouse will be provided to the Member. All checks must come from the WWHOA Member. No third-party checks will be accepted.
c. In the event that the rental agreement must be cancelled for whatever reason 48 hours (or less) prior to the rental date, there will be a $25 administrative fee charged and deducted from the rental fee.
d. Responsibility for damage:
    i. **The furniture in the upper level is to be respected**. Please refrain from placing chairs/stools in close proximity to the walls. There will be no standing (with or without shoes) on <u>any</u> of the furniture; there will be no sitting on the arms of the sofas or chairs.
    j. Any WWHOA property broken, damaged, or removed from the Clubhouse or grounds by the Member or the Member's guests, or as a result of the Member's failures to adequately secure the Clubhouse after use, shall be the responsibility of the Member and shall be paid for by the Member. The WWHOA reserves the right to retain all of the security deposit necessary to pay for WWHOA property which is broken, damaged or removed from the Clubhouse or grounds. It is further agreed that the Member shall pay to the WWHOA, on demand, any additional sum necessary to repair or replace broken, damaged, or missing property in the event the cost exceeds the amount of the security deposit.
    ii. The full security deposit shall be forfeited by the Member when the use of the Clubhouse results in any event beyond the ordinary operations of the Clubhouse. These events include but are not limited to:
        (1) Any of the WWHOA Board Members or Management Agent having to be called to the Clubhouse.
        (2) The police having to respond to the Clubhouse.
        (3) The pool company employees having to remain beyond normal working hours.
        (4) The following applies only if alarm is in use (in which case Member will be given a pass code):
    iii. No open flames are permitted in the Clubhouse at any time. A fire extinguisher is available in case of an emergency.
    iv. Key will be available the week of rental. A letter of confirmation will identify the date and time to pick up the key and the letter will be mailed upon receipt of the checks and the signed Clubhouse Rental Agreement.
e. The swimming pool and pool deck may **<u>NOT</u>** be used and are specifically excluded from this rental Agreement. The pool bathrooms will be available during rental of the lower level only.
f. The outdoor grills on the pool deck belong to the swim team and are **<u>NOT</u>** to be used by Washingtonian Woods Members and is not included with this Agreement. Please do **<u>NOT</u>** use the outdoor grills.
g. The WWHOA assumes no responsibility for the property of the Member or the Member's guests, including but not limited to vehicles parked in the Clubhouse parking lot, and shall not be liable in the event any such property is lost, stolen or damaged while on the WWHOA's premises.
h. The member hereby agrees to be solely responsible for any accident or injury to any person attending this function or caused by the Member's failure to adhere the provisions of this Agreement and the Member agrees to indemnify and hold WWHOA harmless for any sum for which WWHOA may be found liable as a result of any such accident or injury.
i. Further, the provisions of this paragraph shall apply to any individual injured on WWHOA property when said injury is the result of the actions or failures to act by the Member or Member's guests.
j. The inside furniture in the upper level of the club house may **<u>NOT</u>** be removed to nor moved from the existing location or out on the deck.
k. The pool table **<u>must never</u>** be moved from the existing location.
l. No outdoor amplification of music is permitted.
m. The consumption of alcoholic beverages is permitted **ONLY INSIDE** the Clubhouse. It is the responsibility of the **Member** to abide by state and local liquor license laws. The Member represents to the WWHOA that any such permits have been or will be secured if required. The Member agrees to comply with all applicable laws and regulations concerning the consumption of alcoholic beverages on

the premises and agrees to indemnify the WWHOA and hold it harmless on the account of any violation of such laws and regulations.

n. No pets are permitted.
o. No smoking is permitted in the entire facility.
p. COVID -19 - I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that myself, my guests, and my accompanying minors may be exposed to or infected by COVID-19 by using the amenities. Such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at the amenities may result from the actions, omissions, or negligence of myself and others, but not limited to, contractors, volunteers, and other clubhouse users. Furthermore, I agree to indemnify and hold harmless and to defend the Association against any claim, damages, personal injury, or legal action that may be brought by my guests against the Association as a result of their usage of the Association's facilities. Masks are to be worn at your own discretion. We will continue to monitor the Montgomery County policies and guidance and adjust clubhouse rules accordingly to remain in compliance with county, state, and federal policy.

7. FAILURE TO COMPLY WITH ANY OF THE PROVISIONS OF THE FOLLOWING PARAGRAPHS (6.a. THROUGH 6.e.) WILL RESULT IN THE FORFEITURE OF THE SECURITY DEPOSIT.

a. The Member is responsible for removing all trash and debris from the Clubhouse after use and disposed of at home.
   i. **<u>NO DECORATIONS ARE TO BE PLACED ON THE WALLS OF THE CLUBHOUSE</u>**
   ii. No tape, tacks, staples, nails, or any other mechanism may be placed on the walls or windows.
b. All lights must be turned off before vacating the Clubhouse, with the exception of "Exit" signs and emergency security lights which must remain illuminated.
c. The kitchen must be left clean, including the refrigerator and all faucets and toilets are to be checked to be sure no water is left running.
d. All doors and windows are to be checked and locked.
e. During the winter season, the thermostat must be reset to 65 degrees upon leaving the Clubhouse. During the summer season, the thermostat must be reset to 75 degrees upon leaving the Clubhouse.

8. Please sign this last page of this Agreement and initial all others to acknowledge reading of the entire document.
9. Please remit signed Agreement with the two (2) checks to: **(faxes and emails will not be accepted)**

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SIGNATURE OF MEMBER: _____ DATE: _____

PRINT NAME: _____

CONTACT INFORMATION: _____

HOME PHONE: _____

CELL PHONE: _____

EMAIL: _____

FOR OFFICE USE ONLY	**DATE**	**BY (initials)**
Agreement & Checks received		
Key provided to Member		
Deposit returned to Member		