

COLONIAL CHARLES COMMUNITY ASSOCIATION, INC. CLUBHOUSE RENTAL AGREEMENT

PLEASE NOTE:

**RESERVATION DATES ARE CONFIRMED ONLY UPON RECEIPT OF ALL
REQUIRED APPLICABLE FEES AND DOCUMENTS**

**FAILURE TO COMPLY WITH ALL TERMS OF THIS AGREEMENT WILL RESULT
IN FORFEITURE OF THE RENTAL DEPOSIT**

PREAMBLE (Included as part of Agreement): Except for Thanksgiving, Christmas, or other major generally observed holidays, the Clubhouse rental facilities are available for rent any day of the week from 9 a.m. until 11 p.m., in accordance with Clubhouse Rules. The clubhouse may be reserved by any Colonial Charles Community Association, Inc. member in good standing for the purpose of hosting an event.

- a. The reserving member must be present at the event at all times.
- b. The reserving member will be responsible for any damages.
- c. The reserving member may not sub-lease the Clubhouse.
- d. The reserving member may not use the Clubhouse for any commercial venture.

THIS AGREEMENT is entered into this _____ day of _____, 20 _____.
By and between Colonial Charles Community Association, Inc. ("Lessor"), and
_____ (Lessee/Responsible Party).

IN CONSIDERATION of the Lessor leasing certain premises described below to the Lessee/Responsible Party and for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Leased Property: The Lessor agrees to rent to the Lessee/Responsible Party, a portion of the **Colonial Charles Clubhouse located at 3235 Shadow Park Lane, Waldorf, Maryland** ("the Property") as specified herein. The swimming pool(s), spa, fitness center and sauna are expressly excluded as part of the Property for purposes of this Rental Agreement.

2. Rental Period: Lessor agrees to rent the Property to Lessee/Responsible Party on _____ (date), beginning at _____ o'clock ____ m., and ending at _____ o'clock ____ m.

3. Rental Fee: Lessee agrees to pay a rental fee of \$ _____.

4. **Use/Purpose:** Lessee/Responsible Party agrees and represents that the Property will be used for the following purpose:

Wedding _____ Reception _____ Party/Dance _____ Meeting _____
Workshop _____ Reunion _____ Other (Describe) _____

5. **Number of Guests:** Lessee/Responsible Party agrees and understands that the number of guests permitted in the Property at any one time is limited to a maximum of **96**.

Number of Guests Expected _____ Source of Music (if any) _____

6. **Deposit:** Lessee/Responsible Party agrees to submit a Deposit in the amount noted along with this signed Agreement. Such Deposit will not be subject to accrual of interest.

Deposit Amount \$ _____ Check No. _____ Received on _____ By _____

7. **Forfeiture of Deposit/Termination of Agreement:** The Deposit will automatically be forfeited if any term of this Agreement, including but not limited to a violation of the Clubhouse Rules, is breached by Lessee/Responsible Party.

Cancelling of reservations within one week (7 days) of the date of the reservation period for any event to be held within 1 week (7 days) of an official holiday will result in the forfeiture of the full Deposit. At all other times of the year, cancellation of a reservation within three (3) days of the date of the reservation period shall result in the forfeiture of the full Deposit.

In the event that activities during the rental period causes unreasonable disturbance, noise or there is disorderly behavior by the attendees, or the event otherwise becomes a nuisance to other residents, the Lessor shall have the right to terminate the Lessee/Responsible Party's use of the Property immediately and retake possession of the Property. In addition, the Lessee shall forfeit the Deposit in accordance with the terms set forth in the Clubhouse Rules and Rental Guidelines and Procedures.

8. **Insurance.** Lessee/Responsible Party shall provide to the Facility Manager for Lessor at clubhouse@colonialcharles.org, not less than 5 business days prior to the start of the rental period, a certificate of general liability insurance in an amount of not less than one million dollars evidencing the Lessee/Responsible Party's insurance coverage.

9. Release of Liability and Indemnification: Lessee/Responsible Party understands and agrees and hereby releases and discharges Lessor, its Board of Directors, Officers, employees, agents, and other affiliated parties from any liability for Lessee/Responsible Party, his or her heirs, executors, administrators, legal representatives, assignees and successors in interest (hereinafter the "Successors"), and indemnify and hold harmless the Lessor, its Board of Directors, Officers, employees, agents and other affiliated parties (the "Indemnified Parties") from and against any claims or liability of any nature whatsoever arising from the use of the Property under this Agreement.

10. Terms of Use. Lessee/Responsible Party understands and agrees to abide by this Agreement and all Rules and Regulations governing the use of the Clubhouse and the rental of the Clubhouse Facilities ("Clubhouse Rules"), which Clubhouse Rules have been provided to Lessee/Responsible Party and are incorporated into this Agreement in full and made a part hereof.

In addition to other requirements as provided in the Clubhouse Rules, the Property must be left in a broom clean condition, with all counter-tops, tables and chairs, and sinks wiped clean. All trash and debris must be bagged and/or removed from the Property. At the termination of the rental period, all exterior doors must be in a locked and closed position and all water for faucets, etc. must be turned off along with lights in the room(s) rented.

11. Host Liquor Liability Agreement: Lessee/Responsible Party hereby expressly acknowledges and agrees by evidence of his or her signature below to accept responsibility for any liability resulting from liquor brought in to the Property by Lessee/Responsible Party, or his or her guests, attendees and service providers, and holds Lessor, its Board of Directors, Officers, agents, and other affiliated parties harmless for same.

12. Changes; Alterations: No changes, alterations, modifications, or additions to this Agreement shall be effective unless in writing and properly executed by the parties hereto.

13. Applicable Law: This Agreement and any dispute relating thereto shall be construed and enforced under the laws of the State of Maryland.

14. Contract Terms Exclusive: This Agreement constitutes the entire agreement between the parties hereto and the parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this Agreement or any representations inducing the execution and delivery hereof except as specifically set forth herein and each of the parties hereto acknowledges that he, she or it has relied on his, her or its own judgment in entering into the same.

15. Severability. This Agreement shall be severable so that if any term, clause or provision hereof shall be deemed invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect the remaining terms, clauses or provisions hereof; the parties intending that if any

such term, clause or provision were held to be invalid prior to the execution hereof they would have executed an agreement containing all the remaining terms, clauses and provisions of this Agreement.

16. Number; Gender: As used herein, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders, all as the context shall require.

IN WITNESS WHEREOF, the parties have executed this Agreement under seal the day and year first above written.

Lessee/Responsible Party SIGNATURE

Printed Name of Lessee/Responsible Party

Address

Telephone(s)

Email Address

COLONIAL CHARLES COMMUNITY
ASSOCIATION, INC.

By: _____

Title: _____

Rental Fees (beginning January 2019)

1. **Grand Room Rental Fee (includes Kitchen and Card Room)** **\$100 per hour**
2. **Sports Lounge included (pool table should never be moved)** **\$100**
3. **Grand Room Wedding w/Reception** **\$1000**
(This charge includes full use of the Reception Area,
Sports Lounge, Card Room and kitchen).
3. **Card Room and kitchen (for meetings or luncheons)** **\$60 (1st 2 hours; \$15 (ea.
add'l hour)**
4. **Security / Nuisance Deposit** **\$250**
(refundable if facility is cleaned and restored to its original
condition)
5. ****Stipend for Front Desk Attendant** **\$10 per hour (incl. 15
mins. before & 45
mins. after the
event)**
6. **A \$50 charge will be assessed for any bank returned checks.**

****For services rendered during the event**

NOTE: For preparation time, the Lessee shall be given **(2) hours maximum** before the event is scheduled. Lessee is required to be at the clubhouse from set-up through completion of the event.

The Lessee has **45 minutes maximum** to vacate the Clubhouse after the contracted event time expires.

**Colonial Charles Community Association, Inc.
Clubhouse Lessee/Responsible Party
Clubhouse Cleaning Check List**

- _____ Vacuum Grand Room Floor & Carpet.
- _____ Food/Beverage Spills on carpeted area, tile floors and furniture must be cleaned.
- _____ Sweep Tile Floor.
- _____ Return Furniture to Original Position.
- _____ Clean out Refrigerator (if used) and remove any Food/Beverages.
- _____ Clean Microwave/Coffee Maker (if used).
- _____ Do not use water fountains for disposal of Beverages and clean if necessary.
- _____ Wipe down Kitchen Sink w/disinfectant, do not put anything solid down drains (i.e., coffee grounds, food, etc.).
- _____ Pick up all trash, pull trash bags (liners) place trash in large black trash receptacle outside Kitchen door.
- _____ Remove large black trash receptacle and put it back into the white storage bin.
- _____ Replace trash bags (liners.).
- _____ Remove all Decorations/Party Items or Equipment.
- _____ Make sure all restrooms are left clean and free from trash. Flush all toilets. Turn out all lights.
- _____ Wipe off counter tops and tables.
- _____ Make sure recyclables are in the designated can.

Vacuum, dust pan, broom, bucket, mop and clean trash bags may be found in the Kitchen closet.

Additional Notes:

- Lessee will provide own table cloths/covers.
- Thermostats are to be operated by Front Desk Staff Only.
- Emergency Doors & Doors to the Grand Room are to remain closed.
- **DO NOT** block Emergency Doors.
- **No vehicles shall be driven onto lawn areas.**
- All guests, caterers, DJ's etc. must enter through the front door.

Attendant's Signature & Date:

Lessee's Signature & Date:
