Avenel Community Association COMMUNITY ROOM FACILITIES (10001 Oaklyn Drive, Potomac, MD) RENTAL APPLICATION

RETURN FORM(S) AND PAYMENT TO: Avenel Community Association 9501 Beman Woods Way Potomac, MD 20854

Name of Authorized User reserving the facilities: (As used "Authorized User" shall have the meaning provided for in the Community Room/Picnic Area Facilities Rental Rules)

| Address: | E-Mail: |
|-------------------|---------|
| | (0) |
| Phone number: (H) | _(C) |

Check one:

Rent the community room with access granted to use the pool (during regular pool hours only). <u>Maximum 35</u> guests excluding the Authorized User and his/her permanent household member(s).

Rent community room without access to the pool. Maximum 70 guests excluding the Authorized User and his/her permanent household member(s).

The undersigned hereby requests permission to use the facilities as indicated above (the "Premises") on the date and time, and for the purpose (the "event") as follows:

Date Requested:_____

| Time Requested: | Start | End | Events are limited to a maximum time period of 4 |
|--------------------|-----------------------|--------------|--|
| hours, including 1 | hour for set-up/clear | <u>n-up.</u> | |

Description of Event:_____

Number of Participants at Event:______Number of Parking Spaces Needed:______

Special Requirements:

Will the applicant engage a caterer for this event? Yes No

(If yes, please complete Caterer Addendum and return with this application. Caterer signature must be returned no later than 4 business days prior to the Event. Caterer must provide a Certificate of Insurance confirming general liability coverage of at least \$1,000,000 and workers compensation insurance compliance with Maryland statutory requirements and naming the "Avenel Community Association" as an additional insured no later than one week before the event.)

Will any outside vendor and/or entertainment be engaged for this event? Yes_____ No_____

If yes, provide the name, contact information and description on a separate attached sheet. All vendors and/or entertainers must provide a Certificate of Insurance confirming general liability coverage of at least \$1,000,000 and workers compensation insurance compliance with Maryland statutory requirements and naming the "Avenel Community Association" as an additional insured no later than one week before the event.

- 1. Authorized Users may reserve the facilities no more than twice per year.
- 2. Authorized Users reserving the facilities must be twenty-one (21) years of age, or older.
- 3. Authorized Users reserving the facilities must be present on a continuous basis during the event.
- 4. End time for all events (including clean-up) shall be no later than 11:00 p.m.
- 5. Each guest shall be invited by personal invitation from the Authorized User reserving the facilities. No public postings on any form of written or social media or open house events are permitted.
- 6. Cancellation Policy Full refund for cancellations more than 30 days before an event. 50% of the fees will be refunded for cancellations of any events made between 14 and 30 days before the event date. No refunds will be given for events cancelled less than 14 days before a scheduled event.
- 7. Event insurance is required for all events held after regular hours and must be submitted no later than one week prior to the event. The insurance must name Avenel Community Association as an additional named insured. The following is a list of some resources for obtaining event insurance: <u>www.travelers.com/personal-insurance</u> <u>www.theeventhelper.com/party-insurance</u> <u>www.wedsure.com</u>

This reservation is only confirmed by submission to and receipt by ACA of required checks of all deposits, fees, and costs and completed forms as well as confirmed arrangements and approval by the ACA Management.

COMMUNITY ROOM RENTAL CHARGES & FEES

In consideration of the ACA's permission to use the Premises for the Event, the undersigned agrees to pay the following:

| Security Deposit: | \$500.00 |
|----------------------------|--------------------------------------|
| Administrative fee: | \$185.00 (all parties) |
| Community Room Rental Fee: | \$60.00 per hour or partial hour fee |

Authorized User is responsible for adhering to the Association's Community Room Rental Rules, cleaning, and storing any tables and chairs, removing all trash from the premises and leaving the premises in the same condition as before the event. Failure to comply with the rental and/or pool rules, or other terms of this agreement and application will result in the forfeiture of the Security Deposit either in part or in its entirety.

Lifeguard Fees

A fee of \$40 per hour may be charged in the event that the association deems an extra lifeguard or staff member is necessary for pool safety at the association's sole discretion

Additional lifeguards may be required at the sole expense of the Authorized User if deemed necessary by the Lifeguards, based on the volume of regular members at the pool during the event. A deposit may be required and will be returned if the additional lifeguards are not deemed necessary.

TOTAL COST OF RENTAL: \$_____

Checks are payable to: Avenel Community Association

The security deposit (\$500.00), plus a separate check for the cost of rental, cleaning and guest fees, and lifeguard fees if applicable (two checks) should be returned with the Application for consideration. Any costs will be deducted from the security deposit and the balance will be returned to the Applicant. Any damage greater than the amount of the security deposit will be billed. Non-payment of billed amounts may result in suspension of ASTF privileges.

In further consideration of the permission granted by the ACA to use the Premises for the Event, each of the undersigned does hereby for myself and my successors does assign, release and discharge the ACA and its members, employees, agents, contractors, committee members and board members, from and against any and all liability, losses, injuries, damages, costs, claims, demands, actions and proceedings of whatever nature, including legal fees, arising from or related to the use of the Premises in connection with the Event.

Each of the undersigned hereby further agrees to indemnify, defend and hold harmless, the ACA and its members, employees, agents, contractors, committee members and board members, from and against any and all liability, losses, injuries, damages, costs, claims, demands, actions and proceedings of whatever nature, including legal fees, arising from or related to the use of the Premises in connection with the Event.

Each of the undersigned hereby certifies that the use of the Premises is completely voluntary and that by the use of the Premises neither I nor any of my guests will be considered, in any way, the employee, servant or agent of the ACA or ASTF.

Each of the undersigned hereby agrees that he/she has received and reviewed, and agrees to be bound by all ACA rules, and including the ASTF Rules and Regulations attached hereto, and agrees that these Rules and Regulations and the other Addenda attached to this Application are integral parts of this Application, and together, this application and such Rules and Regulations and Addenda, when fully executed by the parties hereto, shall form a binding contract among the parties hereto.

Each of the undersigned hereby represents and certifies that he/she is twenty-one (21) years of age, or older.

| Authorized | User/ | Signature |
|------------|-------|-----------|
|------------|-------|-----------|

Date

Printed Name

| FOR OFFICE USE ONLY: | | |
|----------------------|------|--|
| APPROVED NOT APPRO | OVED | |
| ACA General Manager | Date | |