

Dearbought Community Association Club House
100 Eli Ct. Frederick, Maryland 21701
www.dearbought.com

Features:

- (5) Six foot tables Room Size is 25'x27'
- 45 Folding chairs
- Restrooms

A day or two prior to your event please contact TMGA at 301-948-6666 for the entry code to the clubhouse. Any problems see below. It will be the owner's responsibility to make sure to get the entry code. TMGA hours are Monday thru Thursday 9:00am – 4:00pm and Friday 9:00am – 3:00pm.

Damage Deposit:

- Your deposit will be returned to you after the Club House has been inspected for cleanliness and for any damage. The Club House is inspected after each event:

| INSPECTED ITEM | DEDUCTION AMOUNT IF NOT COMPLETED |
|--|--|
| The following will be inspected for compliance. A portion of the deposit will be deducted if found in non-compliance | |
| <ul style="list-style-type: none"> - Tables & Chairs: Should be put away and chairs put back on rack. - Trash should be removed and placed in the trash cans/recycling bins located left of the entrance to the pool. - Windows should be closed and window sills clean. - Walls should remain undamaged (i.e. no stains, holes, tape damage) - Vacuum should remain in facility and be in closet. - Floor should be clean and without damage (Scratches to floor) | \$100 |
| <ul style="list-style-type: none"> - No tape on walls. - Floor condition should be clean - Room should be vacuumed, vacuum canister emptied and vacuum replaced in closet. - Thermostat re-set to 80 degrees in the summer and 60 degrees in the winter prior to leaving the Club House. | \$50 |
| <ul style="list-style-type: none"> - Bathroom toilets should be flushed and not clogged. - Refrigerator should remain free of food items. - All outside decorations removed from premises including balloons and strings on ceiling. - All lights should be turned off. This includes closet, main room, and bathroom lights. (There is one security light that cannot be turned off.) - Security alarm should be armed after leaving facility. - Grounds surrounding Club House are free of event trash, including parking lot. | \$25 |

Not exiting facility by 10:00 p.m. (including cleanup and load out) will result in a \$100 deduction from the deposit. Any items not listed above will be assessed against the security deposit based on the actual cost of repair or at a reasonable amount as determined by Dearbought Community Association.

If the amount of damages exceeds the amount of the security deposit, the renter agrees to be personally liable for the full extent of the damages. IF THE POLICE ARE CALLED AND A POLICE REPORT IS FILED, THE FULL AMOUNT OF THE SECURITY DEPOSIT WILL BE AUTOMATICALLY FORFEITED. The security deposit will be all or partially credited to the credit card on file within 3 weeks of the event date, subject to the provisions herein.

Functional Hours:

- All functions and use of the Club House may only take place between the hours of 10 a.m. and 10 p.m. This includes all set up and breakdown which includes cleanup and/or load out.

- **YOU MUST BE IN GOOD STANDING WITH THE DEARBUGHT COMMUNITY ASSOCIATION IN ORDER TO RENT THE FACILITY.**

Initials _____

Terms of Use:

The renter is an owner in Dearbought Community Association or tenant living in Dearbought. The use of the facility is granted to the owner and their tenant of the Dearbought Community Association and their guests for private use only upon the date and hours specified herein. The renter may not enter the facility before 10 a.m. on the reserved date unless otherwise approved. The renter shall be responsible for the punctual termination of the activity for which permission to use the facility has been granted at the time specified herein. The facility must be vacated no later than 10 p.m. Upon termination of the activity, the doors and windows must be locked, the security system activated, the lights turned off, and the trash bagged and placed in the containers located outside. At no time is the furniture to be removed from the premises. **Authorized renter must be onsite at clubhouse at all times during rental.**

USE BY HOMEOWNERS ONLY: The Club House may be reserved and used by current homeowners and/or their Tenant of the Dearbought Community only and those residents must be in good standing. The Board of Directors reserves the right to approve or deny use of building as deemed appropriate. **The renter must be present at the Club House for the entire rental period.**

Initials _____

Club House Rental Agreement:

- The Dearbought Community’s Club House is available for use by homeowners of the Dearbought community to hold events such as: Community Association meetings and community social functions (Annual Meeting, Board Meetings, Committee Meetings, social events organized by the Dearbought Social Committee).
- Dearbought Swim Team functions
- Adult community-based non-profit clubs (card clubs, garden clubs, etc...)
- Community based non-profit clubs (Cub, Boy or Girl scouts, etc...)
- Adult private parties. **Possession or consumption of alcohol is prohibited.**
- Private parties for individuals less than 21 years of age (must be supervised by a minimum of 1 homeowner over the age of 21 and the renter of the facility).

*Note: **The Club House MAY NOT be used for profit activities or day care. You must be in good standing with the Dearbought Community Association to rent the facility.***

Initials _____

FEE and DEPOSIT SCHEDULE:

| TYPE OF EVENT | RENTAL RATE | DEPOSIT |
|--|-------------|-----------|
| Community Association Meetings | No Charge | No Charge |
| Dearbought Swim Team or Other Community Sponsored Organization Meetings (Committees) | No Charge | No Charge |
| Standard Rental Use | \$115 | \$250 |

The Dearbought Board of Directors reserves the right to modify the fee structure on a case by case basis. Individuals seeking an alternative fee structure should contact Tom Van Pelt at TVanPelt@tmgainc.com at least 1 month prior to requested date of use.

Initials _____

TIME LIMITATIONS & ACCESS TO THE BUILDING:

It is agreed and understood that the use of this Club House is between the hours of no earlier than 10:00 am and no later than 10:00 p.m. All functions and cleanup must end no later than 10:00 p.m. Please lock the door.

It is understood that the cleanup of the entire facility from each event, including the bathroom areas, is the renter’s responsibility. Cleanup must be completed no later than 10:00 p.m.

It is also understood that this agreement is for the Club House only. At no time is anyone allowed in the Pool or Pool Deck area. For safety purposes, the doors adjacent to the pool deck are NOT permitted to be open. Violation of this rule forfeits the entire deposit and revokes use of the facility in the future at the discretion of the Board of Directors.

Initials _____

DEPOSIT AND FEES:

The fee and deposit for the event are determined by the event for which the Club House is being reserved. *The deposit and fee must be paid in full before any reservation will be scheduled or confirmed.* Your deposit payment must be separate from that of your rental fee. The Club House is rented on a first come, first served basis.

Please make two (2) separate payments to: Dearbought Community Association via the Association’s PayPal Account. You will be invoiced two invoices, one for the deposit and one for the Rental fee.

The deposit will be refunded after an inspection has taken place. If damages exceed the deposit, the balance will be applied directly to your Homeowner’s Association account. If payment in full is not received within five (5) calendar days from the date of notification of balance due, the amount will be considered delinquent and collection proceedings will be initiated. NO EXCEPTIONS. If the rules are violated, the renter will not be allowed to use the Club House again for one full year.

Initials _____

AGREEMENT TERMS

Resident/Owner (s) _____

Address: _____

Tel: (W): _____ (H): _____ EMAIL: _____

Date of Event: _____ Hours From: _____ to _____

Type of Event: _____

I HAVE READ THIS AGREEMENT TO USE THE DEARBUGHT COMMUNITY CLUB HOUSE. I FULLY UNDERSTAND MY RESPONSIBILITIES AND AGREE TO COMPLY WITH ALL CONDITIONS SET FORTH HEREIN.

- Owner agrees that in connection with its rental of the Club House he/she/they will indemnify, defend, save and hold harmless the Dearbought Community 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 attorney’s fees) arising in any way from or relating to the use of the Club House 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 Club House.
- By signing the Rental Agreement the Owner 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 Club House.
- In the event any of the terms and provisions of this Addendum are deemed unenforceable or invalid for any reason, the remaining terms and provisions shall remain in full force and effect.

Resident

Date

Management

Date

Deposit Received on _____

Invoice # _____

Non-Refundable Fee Received on _____

Invoice # _____

Inspection Completed on _____ by _____

Damages/Charges: _____ YES _____ NO Amount _____

Description if YES: _____

Refund Date: _____ Amount Due: _____

Should you have any questions, please feel free to call Tom Van Pelt or Stephanie Johnson at The Management Group Associates, Inc. (TMGA) at 301-948-6666. Please mail this form back to 20440 Century Boulevard, Suite 100, Germantown, MD 20874.