

**NEW MARK COMMONS HOME ASSOCIATION INC.
APPLICATION AND CLUBHOUSE RENTAL AGREEMENT**

ELIGIBLE USE FOR THE CLUBHOUSE

- a. Association meetings (Annual meeting, special meetings, board meetings, committee meetings)
- b. Association-sponsored or organized events for all residents or swim team members.
- c. Adult private parties hosted via rental of NMC homeowners/residents in good standing.
- d. Private parties for individuals under 21 (birthday parties and other significant celebrations) For parties for individuals under 21, adult chaperones are required at a rate of one (1) adult per ten (10) youths attending the event.
- e. NOTE: Guests at eligible events may include residents and non-residents of NMC.

UNAPPROVED USES

- a. For profit activities: Activities/Events where money is exchanged by those attending to benefit an individual or business are not allowed. Renter may not charge any entry fees or other charges for any goods/services provided during the event.
- b. Rental by non-NMC homeowner/resident is not permitted.

NMC Homeowner(s)/Resident(s) (Please print) _____

Home phone _____

Cell phone (s) _____

NMC Address _____

I/We, the above-named current homeowner(s)/resident(s) within New Mark Commons hereby request permission from the New Mark Commons Home Association, Inc. to use the NMC Clubhouse located at 607 Tegner Way as provided below:

DATE OF ACTIVITY/EVENT _____

(Rental agreements are requested at least two weeks prior to use date.)

RENTAL PERIOD (ONE DAY TOTAL TIME) From _____ Until _____

Setup. Clean up and Event are on SAME DAY Time to set up _____
Time of event _____
Time to clean up _____

PURPOSE OF ACTIVITY/EVENT _____

ANTICIPATED NUMBER OF PERSONS _____ (Fire code maximum capacity is 125)

ALCOHOLIC BEVERAGES TO BE PRESENT NO _____ YES _____ If yes, and children are attending, all alcoholic beverages must be served by an adult to only attendees over the age of 21.

RENTAL FEE \$470 AND SECURITY DEPOSIT \$300

Payment must be made via two checks, one for the full rental fee of \$470 and a second check in the amount of \$300 for the security deposit. Checks must be received five (5) days prior to rental period.

Checks are payable to **New Mark Commons** and must be sent/delivered to:

NMC c/o Abaris Realty Inc. 7811 Montrose Rd, Suite 110 Potomac MD 20854

NMC CLUBHOUSE RENTAL TERMS AND CONDITIONS

The New Mark Commons Home Association (hereinafter referred to as the "Association" and the undersigned NMC homeowner(s)/resident(s) referred to as "Renter" hereby agree to the following terms and conditions of the Clubhouse Rental Agreement.

ACCESS TO THE CLUBHOUSE IS PROVIDED BY KEYS AND ALARM CODE upon approval of rental application and receipt of all payments. Failure to use the alarm code, resulting in a false alarm, will have a fee taken from the security deposit for each false alarm up to \$250. **Keys** provided will open the main exterior entrance door and interior doors off the foyer stairway area to the upper event room and the lower-level restrooms.

An alarm panel is located on the interior wall to the right as you enter the main entrance door. The alarm will not be audible upon entering the alarm code for OFF. When leaving the building, enter the alarm code for ON and a beeping sound will acknowledge the alarm is set and continue to beep for over a minute to give you time to exit the building and lock the exterior door with key.

EMERGENCIES

The Renter hereby understands that emergencies should be reported immediately:

FIRST to POLICE or FIRE/RESCUE (as appropriate) by dialing 911

SECOND to designated ASSOCIATION representative at Abaris Realty.

THIRD, the Renter must provide a written incident report to Abaris Realty.

CANCELATION POLICY

The Renter acknowledges that in the event of snow or other inclement weather, the roadways and sidewalks to the Clubhouse may not be clear or in a passable condition during the rental period. The Association reserves the right to cancel the Event for weather related conditions; or any time due to local, state, or federal restrictions for capacity, or to protect the health or safety of the attendees. If the event is cancelled for any such reason, the Association will not be responsible to the renter for any expenses incurred by or inconvenience to the renter (or their guests) other than refunding the rental fee.

GENERAL

1. The Renter must be a current owner/resident and must be present throughout the rental period.
2. The rental fee and security deposit must be paid in full and received by the Association's managing agent at least five (5) days prior to the Event. Failure to timely submit the required rental fee and security deposit, in full, may result in the cancellation of the scheduled Event for the above Rental Period.
3. The Renter must ensure that the Clubhouse building is properly locked, and the alarm set upon leaving at the end of the rental period. This includes interior and exterior doors and windows. Failure to do so will result in no less than \$250 of the security deposit being retained.
4. The Renter hereby agrees that the Clubhouse and its premises will be used only for the purpose indicated above and that any use contrary to such purpose may result in the event being shut down and in forfeiture of a portion or all of the security deposit paid by the Renter.
5. Smoking is prohibited inside the Clubhouse and on the Clubhouse upper-level balcony.
6. THERE IS NO TRASH REMOVAL SERVICE AT THE CLUBHOUSE FOR EVENTS. ALL TRASH MUST BE TAKEN BY THE RENTER OFF-SITE FOR APPROPRIATE DISPOSAL.
7. PARKING
 - a. All guest attendees should park in the lower-level Clubhouse parking lot, not on NMC residential streets.
 - b. All service trucks after unloading must be removed from the drive/pedestrian entrance on Tegner Way and park in the lower-level Clubhouse parking lot.
8. The Renter hereby agrees to abide by all Association rules and Local, State and Federal laws.

9. The Renter hereby acknowledges that this Agreement cannot be assigned or transferred to anyone.
10. The Montgomery County/City of Rockville Noise Ordinance requires sound to be lowered at 10:00 PM to a decibel level that cannot be heard by the adjoining properties. Please be respectful of the NMC residents living adjacent to the Clubhouse. Remember noise is also generated in the cleanup process as items are taken out of the Clubhouse.

FACILITY AREAS AND EQUIPMENT PROVIDED BY THE RENTAL

11. The Renter and their guests will have exclusive use of the Clubhouse upper/second level event room, coat room, and kitchen, plus access to the lower/first level restrooms. (The renter and their guests are prohibited from using the swimming pool facilities – pools, pool deck, and related storage rooms.)
12. Furniture/equipment provided for potential interior use only:
 - a. 84 Chairs
 - b. 10 5-foot round dining tables
 - c. 10 6-foot rectangular tables
 - d. One moveable beverage bar
13. The Renter is responsible for any destruction, vandalism, abnormal wear of equipment, and unnecessary dirtying of the equipment or facility caused by the renter, their guests or service personnel.

ALCOHOLIC BEVERAGES

14. The Renter agrees that if this Agreement specifies that alcohol will NOT be served at the Event and alcohol is served, the entire security deposit will be forfeited, and the Association may take additional enforcement action as authorized by law.
15. The Renter agrees that if this Agreement specifies that alcohol will be served, the following additional rules will also be observed:
 - a. No alcoholic beverages may be served to or consumed by any persons under the age of twenty-one. If alcohol is served to or consumed by any persons under the age of twenty-one, the security deposit will be forfeited, and the Association may take additional enforcement action as authorized by law.
 - b. Food must also be served, in addition to any alcohol.
 - c. Kegs of beer are prohibited.

SET UP

1. Set up time must be included in the identified Rental Period and occur on the event day.
2. Set up time includes delivery of any items/services being incorporated into the event.
3. Set up time includes furniture setup; decorations; sound; lighting; food/beverage/catering; etc.
4. Set up of decorations must be done via methods that do not damage the facility surfaces or equipment. For example, no tape on light fixtures; no decorations attached to the ceiling fans; no use of duct tape or other tapes with adhesives that leave residue or pull paint off the wall surface. *NOTE: Paintings, posters, and other artwork hung by New Mark Commons may not be removed from the walls. Items brought by renters may not be draped over, hung, or otherwise attached to NMC artworks.*
5. Grilling is only permitted outside of the building. Grilling is prohibited on the second-floor balcony.
6. To change the temperature in the event room takes time Plan to stop by and set desired temperature 3 to 5 hours prior to event use. When not in use, the event room thermostat should be set at 64 for HEAT or 82 for AC.

CLEAN UP

7. Clean up time must be identified in the Rental Period and occur on the event day.

8. Clean up includes:
 - a. Removal/pickup of all items/services brought in from outside of the Clubhouse.
 - b. Return to standard storage locations all NMC furniture used. Tables and chairs must be wiped down if food/drinks were served at the event.
 - c. Returning the kitchen – refrigerator, stove, oven, counters, sink and floor to a clean condition. This includes mopping all surfaces.
 - d. Sweeping the wooden floor in the event room.
 - e. Removing all trash in containers in lower-level restrooms, checking for debris in sinks and on the floor; and check to see all toilets have been flushed. Turn off lights/fans.
9. ALL TRASH MUST BE REMOVED BY THE RENTER AND TAKEN OFF-SITE FOR DISPOSAL
10. Clean up includes returning the heat setting to 64 or the air conditioning setting to 82
11. Close all windows and interior doors.
12. Security lights must be left ON in the event room, the foyer stairwell, and lower-level hallway.
13. An after-rental inspection will be done to verify the above care was taken.
14. Failure to clean up per the above will result in forfeiture of security deposit, and the renter will also be responsible for any expense incurred by the Association that may exceed the deposit amount.

RENTAL AUTHORITIES

The Renter agrees to abide by the rules and regulations of the Association for the use of the Clubhouse, and the stipulations of this Agreement.

The Association has the right to modify the rules and regulations from time to time and shall have no liability to the Renter for its enforcement or waiver of such rules or regulations duly communicated to the renter before approval of application for rental.

The Association property management shall have the authority to deny or revoke permission to hold a Clubhouse activity/event or to discontinue the same while it is in progress, where the Renter has been determined to be in violation of the Association rules, or any local, State or Federal law.

NMC HOMEOWNER/RESIDENT AGREEMENT

I/WE understand that failure to comply with this Agreement of any rules may result in the immediate termination of the event, the relinquishment of the security deposit, and/or other fees or penalties being imposed by the Association, as specified in this Agreement.

This Agreement is not valid or binding until approved and signed on behalf of all parties.

APPLICANT NMC Homeowner/Resident SIGNATURE

_____ Date _____

APPLICANT NMC Homeowner/Resident SIGNATURE

_____ Date _____

Approved by Abaris Realty SIGNATURE

_____ Date _____

NMC Clubhouse address is 607 Tegner Way, Rockville, MD 20850