
EMERSON COMMUNITY ASSOCIATION CLUBHOUSE RENTAL APPLICATION

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On behalf of the Board of Directors, we would like to welcome you to the Emerson Clubhouse. We are so fortunate to live in a community that provides such an elegant resource for our private functions.

Our goal is to provide you with a Clubhouse that is attractive, enjoyable, and safe for you and every member of your event. Therefore, we ask that you please take the time to read this packet of rules and restrictions for use of the Clubhouse.

We want to keep the Emerson Clubhouse in first-class shape, and by working hand in hand with our homeowners, and taking pride in ownership, we can protect our neighbors' investments and continue to keep our Clubhouse looking attractive for every function that is hosted.

Should you have any questions, our on-site Manager, Jose Palacios, will be happy to answer your inquiries at 301-317-4044.

We hope you have a memorable, safe, and enjoyable event,
Emerson Board of Directors

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EMERSON COMMUNITY ASSOCIATION CLUBHOUSE RENTAL PROCEDURE

- I. Availability** - The Clubhouse may be rented by the following individuals for residents' personal use. *Not intended for homeowner sponsored third party use without written committee / manager approval;* (e.g., Scouts, Little League, Religious organizations).
- A. Emerson Community Association Member(s) – Homeowner(s) in **Emerson Community Association** must be in good standing, current in their assessments and have no pending Covenant Violations.
 - B. Tenant(s) – Individual(s) living in the **Emerson Community Association** who rent/lease their home from an Emerson Community Association Member. The member from whom the tenant is renting from must be in good standing, current in their assessments, and have no pending Covenant Violations. Tenants must additionally obtain permission from the homeowner.
 - C. The Clubhouse is available for rentals beginning at 9:00 a.m. Events must end by 11:59 p.m.

II. Applications

- A. Completed applications must be submitted to the on-site manager **at least two (2) weeks prior to the scheduled rental**. Applicant(s)/Homeowner(s) must include a check for the rental fee and a check for the security deposit. The checks should be made payable to "**Emerson Community Association**". Any application received less than eight (8) days prior to the scheduled rental must be paid by cashier's check, money order or certified check.
- B. After receiving a completed application, the on-site manager will verify the applicant's/homeowner's eligibility and clubhouse availability based on the date/time requested in the application.
- C. *Cancellations made less than 1 week from the date of the event are subject to a cancellation fee as detailed on **Emerson Community Association Clubhouse Room Rental Rates**.*

III. Ramifications:

- A. Any areas, including property, i.e., furniture, accessories, appliances, etc., internal and/or external, which are in need of repair as a result of usage during the event by the applicant(s)/homeowner(s) and their guests, will be repaired at the expense of the applicant(s)/homeowner(s). In the event the area and or property cannot be repaired, and replacement is required, replacement cost will be charged to the applicant(s)/homeowner(s). Any charges incurred to perform any of the above tasks shall be collected by any one or more of the following means:

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1. Deduction from Security Deposit
2. If damages are significant, replacement cost in excess of the security deposit will be assessed to the applicant/homeowner(s)
3. Collected by separate payment from the applicant(s)/homeowner(s)
4. Any additional charge not promptly paid by the applicant(s)/homeowner(s) shall be collected in the same manner as delinquent assessment payments.

IV. User's Rights:

- A. All potential applicant(s)/homeowner(s) are required to review the clubhouse procedures and rental application prior to their submission of an application. Completing and submitting an application indicates the applicant has read and agreed to all rental procedures and the rental rules and regulations.
- B. All applicants/homeowner(s) are welcome to contact the on-site Manager if there are any additional questions once the application has been approved.

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EMERSON COMMUNITY ASSOCIATION CLUBHOUSE RENTAL RULES AND REGULATIONS

- A) Applicant(s)/Homeowner(s) (also referred as tenant(s)) who have reserved the clubhouse Monday through Friday shall pick up the key fob on the day of their event at the Management Office. For events on Saturday or Sunday, key fobs shall be picked up on the Friday preceding the event no later than 5:00 pm. The keys must be , returned in the drop box at the front of the clubhouse, immediately following the event. **Applicant(s)/Homeowners(s) will be liable for the cost of re-keying the clubhouse and/or replacement costs if the key fobs are not returned within twenty-four (24) hours post-event with the exception of holidays/weekends.**

The Association shall not be liable if the renter(s) fails to pick up the key fobs as outlined above. *In the event that the renter(s) fails to pick up the keys to the clubhouse and the Association authorizes any action on the day of the event to provide entry to the homeowner, a charge of no less than \$100 will be assessed against the security deposit (charge shall be at the discretion of the Association based on time, travel, and availability).* Such action shall be at the discretion of Association Management.

- B) The maximum building and/or rental space occupancy capacity must not be exceeded.
- C) Pets are prohibited except for service dog(s).
- D) Smoking of any kind and drug use is strictly prohibited. Consuming alcoholic beverages is permitted provided that the Addendum to Clubhouse Rental Application (Use of Alcoholic Beverages) is signed and returned to the Management Office.**
- E) Access to the pool and deck area is prohibited to applicant(s)/homeowner(s) and their guests.
- F) Access to the Management Office is prohibited to applicant(s)/homeowner(s) and their guests.
- G) Access/usage of the fitness center is prohibited to applicant(s)/homeowner(s) and their guests.
- H) Applicant(s)/homeowner(s) may not store any items overnight in the clubhouse.
- I) Applicant(s)/homeowner(s) will have a one (1) hour time allowance prior to their event to allow for set-up, and a one (1) hour time allowance for clean-up after the event.
- J) Persons under 18 years of age must be accompanied by an adult. All applicant(s)/homeowner(s) and their guests must maintain an adult-to-child ratio of one (1) adult for every five (5) children.
- K) Applicant(s)/homeowner(s) shall be fully responsible for the behavior and actions of every guest who attends the event. In order to ensure that events do not disturb or annoy residents of the community, renter(s) shall be responsible for keeping the noise and/or activities from their event from becoming unreasonably loud or disruptive. Likewise, applicant(s)/homeowner(s) shall be responsible for seeing that individuals who attend the event are not unreasonably loud or disruptive to any residents when arriving at, departing from and/or attending the event. **Applicant(s)/homeowner(s) may be charged for excessive noise violation if either: the**

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police cite the renter(s) and their guest(s) for disturbing the peace, or at least two (2) homeowners submit written noise complaints to the on-site manager within 48 hours of the rental.

- L) Any illegal activities are prohibited on community common areas/property.
- M) All applicant(s)/homeowner(s) and their guests agree to indemnify and hold harmless the Emerson Community Association and its directors, officers, agents, employees and members from all losses, liability, damages, and expenses (including attorney's fees) resulting from any injury or damage in any way associated with using the facilities.
- N) Decorations may not be secured to the clubhouse walls and/or furniture using tape or any other material that may damage the surface.
- O) Applicant(s)/homeowner(s) must provide protection from hot or cold items placed directly onto wood surfaces. Tablecloths are not acceptable, as damage to wood surfaces is still possible. Examples of acceptable items for hot/cold food being served: Chafing dishes, trivets, table pads, insulated ice buckets.
- P) All personal items must be removed from the Clubhouse immediately after the event. Any items left behind will be considered trash and disposed of. Under no circumstances will the Association be liable for any items left in the clubhouse.
- Q) The applicant(s)/homeowner(s) is responsible for cleaning the clubhouse immediately after their event. Compliance with Rental Checklist is mandatory (see attached).
- R) Non-compliant applicant(s)/homeowner(s) will be subject to fees. These fees will be deducted from the security deposit.
- S) If an applicant(s)/homeowner(s) fails to clean the clubhouse after a rental, the onsite manager will schedule an emergency cleaning. Cleaning costs will be incurred in addition to forfeiture of the applicant's/homeowner's security deposit.
- T) *The Clubhouse Inspection Checklist shall be used as a basis for additional fees charged to the renter(s) when the renter(s) is found to be non-compliant with the rules/regulations outlined in the Rental Packet.*

The **Emerson Community Association** Board of Directors may amend this policy according to the Association's governing laws.

This agreement shall constitute the entire agreement between the parties hereto, and no variance or modification thereof shall be valid or enforceable except by written supplement addendum executed and approved by the Board of Directors of Emerson Community Association. This agreement between the renter and the Association regarding the subject matter stated herein supersedes all prior oral and written agreements, negotiations, understandings, and communications regarding such matters.

The Clubhouse rental policy is incorporated herein by reference and all provisions of said policy shall be adhered to by the renter(s) and their guests.

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EMERSON COMMUNITY ASSOCIATION CLUBHOUSE RENTAL APPLICATION

PLEASE RETURN THE COMPLETED PACKAGE (INCLUDING APPLICATION) TO THE ONSITE MANAGEMENT OFFICE.

Date Requested: _____

Time Requested: From: _____ To: _____

Rental Space Requested: _____

Please note set-up and clean-up allowance of an hour prior and after function included in the rental fee. Any additional time requested will increase rental rate.

The clubhouse is not intended for homeowner sponsored third-party use, and therefore not allowed without written Committee/Manager/Board approval. (Homeowner/Applicant Initial :____)

Homeowner's/Applicant's Name (Please Print):

Address:_____

Phone: (H) _____ (W) _____ (C) _____

E-mail: _____

Type of Function (Description of Event):_____

Will Alcohol be consumed at the event? (Yes/No)

I have read and understand the clubhouse regulations attached; and agree to be bound by them as indicated by my signature herein. I agree to indemnify and hold harmless the Emerson Community Association, Inc. And its directors, officers, agents, employees and members from all losses, liability, damages, and expenses (including attorney's fees) resulting from any injury or damage in any way associated with using the facilities.

Homeowner/Applicant's Signature: _____ Date: _____

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(This portion to be completed by Management)

Deposit: _____ Rental Fee: _____

Date Deposit Paid _____ Check No. _____

Date Rental Fee Paid: _____ Check No. _____

Addendum to Clubhouse Rental Agreement (Use of Alcoholic Beverages) (if applicable) _____

Copy of Host Liquor Policy (if applicable) _____

Additional Notes: _____

Approved by: _____ On-Site Manager

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EMERSON COMMUNITY ASSOCIATION CLUBHOUSE ROOM RENTAL RATES

Emerson Community Association Homeowner/Renter – The Rental Rate and Security Deposit will be determined by use space.

First Floor Clubhouse Conference Room - Private Events: (Maximum Occupancy: 20)

Monday – Sunday*	\$15/per hour or \$50.00 for 4 hours
Security Deposit	\$100.00
Additional per hour fee:	\$25.00
Cancellation fee:	\$25.00
See restrictions**	

First Floor Clubhouse Lounge Area - Private Events: (Maximum Occupancy: 60)

Monday – Sunday*	\$150.00 (up to 4 hours)
Security Deposit	\$250.00
Additional per hour fee:	\$50.00
Cancellation fee:	\$75.00

Second Floor Clubhouse Event Hall – Private Events: (Maximum Occupancy: 195)

Monday – Sunday*	\$250.00 (up to 4 hours)
Security Deposit	\$500.00
Additional per hour fee:	\$100.00
Cancellation fee:	\$125.00

Community-Use Social Events:

First Floor Clubhouse Lounge and Second Floor Clubhouse Event Hall may be used by Emerson applicant(s)/homeowner(s) for various community driven activities (if available). These areas may be reserved directly through the on-site community manager for community organized meetings, clubs, classes, sessions, or trainings. Community-Use Social Events shall be open to Emerson Community Association residents.

Monday-Sunday*	FREE for the 1 st hour
Security Deposit	\$50.00
Additional per hour fee:	\$10.00
Cancellation fee:	\$25.00

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Cancellation fee only applies if the reservation is canceled less than 1 week from the date of the reservation.

Minimum rental based on 4-hour time increments.

***Clubhouse shall not be reserved for private events during Association/ Management sponsored events.**

****No food or beverage with the exception of water and/or clear beverages in conference room.**

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EMERSON COMMUNITY ASSOCIATION CLUBHOUSE PRE INSPECTION NOTES

Note any imperfections and/or damage (i.e., carpet stains, loose or broken fixtures, scratches/dings, etc.) to main room, kitchen, or restroom facilities. Please be specific as possible.

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

Inspected By:

Facilities Member *(please print)*

Homeowner/Applicant *(please print)*

Member Signature

Homeowner/Applicant Signature

Completion Date/Time: _____

Initials _____

**EMERSON COMMUNITY ASSOCIATION CLUBHOUSE POST INSPECTION
CHECKLIST**

1. All windows should remain closed and locked at all times. **The access door to the pool deck should only be used in the event of an emergency.****
2. Window shades down and doors closed/locked.
3. Windowsills and furniture free of foreign matter, including liquid rings/spills.
4. All floors wood, carpet, or tile) are free from any foreign matter, to include trash, and stains from spills.
5. Clubhouse furniture cannot be moved from original configuration.
6. All tabletops, lamps, furniture and accessories are free of damages (cracks, scratches, dents, stains, etc.)
7. Walls, windows, doors and pictures are free from any tape and/or debris.
8. Kitchen is clean and free of all foreign matter.
9. Bathroom counter is clean, and toilets are flushed.
10. All lights are turned off, including the bathroom.
11. All trash is collected in trash bags and placed in receptacles outside the building.
12. No access to swimming pool deck area. **The access door to the pool Deck should only be used in the event of an emergency.****
- 13. Smoking is strictly prohibited.**
14. **Alcohol cannot be sold.** All local, state and federal laws apply.
15. Renter did not exceed clean up time of 1 hour (\$25.00 charge assessed when clean up surpasses each quarter hour or fraction thereof).

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*These are the minimum fees; if the cost of resolving the issue (i.e., replace broken items, carpet cleaning etc.) is higher than the security deposit fee listed, the higher fee will be assessed to your account. **Any homeowner/applicant not complying with any the above rules forfeit their security deposit.**

Additional Comments:

The inspection time will be determined by the Facilities member or its representative and discussed with the homeowner/renter. The homeowner/applicant is encouraged to be present during the inspection, but may decline or waive their right to be present. However, if the homeowner/applicant is not present, any non-compliant violations and/or additional assessments including, but not limited to, forfeiture of deposit, will be noted during the inspection and are final and therefore indisputable by the homeowner/applicant.

Inspected By:

Facilities Member (please print)

Homeowner/Applicant Name (please print)

Facilities Member Signature

Homeowner/Renter Signature

Completion Date/Time: _____

Initials _____

Addendum to Clubhouse Rental Application (Use of Alcoholic Beverages)

THIS ADDENDUM TO CLUBHOUSE RENTAL APPLICATION (USE OF ALCOHOLIC BEVERAGES) (the "Addendum") was executed simultaneously with and is an integral part of the Clubhouse Rental Application between Emerson Community Association, Inc. (the "Association") and _____ ("Applicant/Homeowner").

The applicant/homeowner hereby agrees to the following:

1. The service, consumption and use of alcohol are permitted as part of the rental of the Clubhouse, subject to the terms and conditions set forth in this Addendum.
2. The State of Maryland prohibits the sale, use or possession of all forms of alcoholic beverages by persons who are under 21 years of age. Alcohol may not be possessed anywhere within the Clubhouse, facilities or common areas by anyone who is under the legal drinking age. Any guest who is youthful looking (e.g. appears to be 23 years of age or younger) wanting to consume alcohol, must be asked to produce proof of age by the server. Valid photo identification is to be provided by the guest. It is the applicant/homeowner's responsibility to ensure that all guests consuming alcoholic beverages are of the legal age.
3. Public intoxication, including alcohol-induced disorderly conduct, property destruction, intimidation or other infringement upon the rights or privacy of others is a violation of this Addendum and will not be tolerated. Applicant/Homeowner is responsible for removing any individuals who are intoxicated and arranging for safe transportation.
4. During the rental of the Clubhouse, applicant/homeowner must ensure that non-alcoholic beverages and food, with at least and water, must be made available for all guests and invitees during the entire duration of the event.
5. The use and consumption of alcoholic beverages are prohibited on or around the pool deck, swimming pool or related facilities, or within the exercise room. Such use and consumption of alcoholic beverages shall be contained within the main room of the Clubhouse.
6. **For catered events**, Applicant/Homeowner must provide to the Management Office as part of this Addendum and to complete the application process a copy of an insurance policy that includes Host Liquor coverage or any similar coverage that names the Association as an additional insured and is approved by the Community Manager.
7. Applicant/Homeowner agrees to indemnify and hold harmless the Association and its directors, officers, employees, agents and members from all losses, liability, damages, and expenses (including attorney's fees) resulting from any injury or damage in any way associated with using the facilities and the consumption and use of alcoholic beverages.

[SIGNATURE PAGE FOLLOWS]

Initials _____

Facilities Member (*please print*
print)

Applicant/Homeowner Name (*please*

Facilities Member Signature

Applicant/Homeowner Signature

Version Approved December 5, 2023

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**EMERSON COMMUNITY ASSOCIATION
POLICY FOR USE PRIVILEGES FOR THE EMERSON RECREATION
FACILITIES**

I. ELIGIBILITY TO USE THE EMERSON RECREATION FACILITIES

Persons eligible to use the Emerson Recreation Facilities include:

1. Emerson Community Association Member(s) – Homeowner(s) or resident(s) in Emerson Community Association who must be in good standing, current in their assessments, and have no pending Covenants Violations.
2. Tenant(s) – Individual(s) living in the Emerson Community Association renting their home from an Emerson Community Association Member. The member from whom the tenant is renting must be in good standing, current in their assessments, and have no pending Covenants Violations.

II. REGISTRATION PROCEDURE: PROOF OF RESIDENCY - FACILITIES PASSES

1. All persons eligible to use Recreation Facilities, except for guests, invitees, or other short-term users of the Clubhouse, must register with the Association and must obtain an Electronic Facilities Pass, which shall be a membership identification device prescribed by the Board of Directors.
2. To obtain an Electronic Facilities Pass, residents must be listed as a Titleholder, resident or a valid lessee and must present one of the following forms of identification to confirm residency in the community.
 - A) Current driver's license (must have an Emerson address).
 - B) Current State of Maryland Identification Card (must have an Emerson address) which may be obtained from the Maryland Motor Vehicle Administration.
 - C) Current Maryland Voter Registration Card (must have Emerson address).
 - D) Utility bill (water, gas and electric only) and contract that establishes residency (i.e., lease). Copies of such documentation will not be kept on record.
3. The Board reserves the right to make exceptions to the above-referenced requirements for individuals residing in the home, such as caretakers, who cannot provide the above-referenced forms of identification.

4. Caretakers or cultural exchange students must present a letter from the official sponsoring agency, which includes the Emerson sponsor's address and name.
5. All eligible users of the Emerson Recreation Facilities must have a valid Electronic Facilities Pass in their possession while using any of these facilities and must present or surrender such pass in accordance with any operational procedures for use of the Emerson Recreation Facilities established by the Board of Directors the Association; Managing Agent or employees designated by the Board. Access will be denied if a Facilities Pass is not presented. Upon entry, any Electronic Facilities Pass deemed invalid may be confiscated.
6. A maximum of two (2) Electronic Facility Passes (key fobs) will be issued to each household free of charge. Additional Electronic Facility Passes may be issued to household members (maximum of 2) for a \$20 fee per card.
7. There is a \$20.00 replacement fee for lost or mutilated Electronic Facilities Passes, made payable by check or money order to Emerson Community Association.

III. RESTRICTIONS ON USE OF THE EMERSON RECREATION FACILITIES

1. The Board of Directors and/or Managing Agent may suspend or revoke use privileges for the Emerson Recreation Facilities to any Titleholder, resident or lessee of a Titleholder who is more than sixty (60) days delinquent in the payment of any assessment or other fee to the Association or who has an outstanding violation of the Association's Governing Documents or any policies, rules and regulations promulgated by the Board of Directors. Any such suspension shall be implemented in accordance with any applicable due process procedures of state or municipal law, the Association's Governing Documents or any policies or procedures established by the Board of Directors, including appeals to such suspensions. Emerson Recreation Facilities use may also be suspended or revoked due to failure to comply with any of the rules and regulations adopted by the Board of Directors or for conduct the Board of Directors and/or Managing Agent determines to be improper or contrary to the best interest of the Clubhouse and its members. The suspension period shall be determined by the Board of Directors.
2. No person under the age of sixteen (16) may enter or use the exercise room unless accompanied by an adult. The use of equipment shall be used in accordance with the manufacturer's instructions, including age restrictions.

IV. GUEST PRIVILEGES/SPECIAL USE PRIVILEGES

1. Residents are allowed a maximum of 2 guests per visit/per month.
2. All guests must sign in and complete a liability waiver upon arrival (no exceptions).
3. Only persons 18 or older may complete and sign said waiver.
4. Homeowners/parents must complete and sign waivers for minors and caretakers.
5. All guests must be accompanied by a resident during the duration of facility visit.
6. All guests must comply with policies, rules, and regulations of the Association.
7. Guests are only allowed in the facility with a resident during business hours (9am – 5pm).

V. USE OF CLUBHOUSE LOUNGE AREA, CONFERENCE ROOM, & EVENT HALL/MULTI-USE ROOM

1. The Clubhouse will be available for use by the Board of Directors, and any committees, clubs or organizations sanctioned by the Board of Directors. The Board of Directors shall have first priority for facility use to conduct Homeowner Association business. Thereafter, use shall be determined on a "first-come, first-served" basis, subject to advance reservation through the Association's Managing Agent. Other than casual use by eligible users, the Multi-Use/Event Hall will be available for reserved use for activities and events sponsored by or sanctioned by the Association. All such events must be scheduled in advance with the Associations' Managing Agent.
2. The **Lounge Area, Conference Room, and Multi-use/Event Hall**, when available, may be reserved by Emerson residents for private functions, subject to a rental fee, security deposit, and advanced reservation as stated in the Emerson Clubhouse Rental Application.

Version approved December 5, 2023