



EMERSON COMMUNITY ASSOCIATION CLUBHOUSE RENTAL APPLICATION

8400 Upper Sky Way Laurel , MD 20723
Office: 301-317-4044

E-mail: SSmith2@cmc-management.com

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 Assistant Manager, Sonija Smith, 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

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*	\$250.00 (up to 6 hours)
Security Deposit	\$350.00
Additional per hour fee:	\$100.00
Cancellation fee:	\$75.00

Second Floor Clubhouse Event Hall – Private Events: (Maximum Occupancy: 150)

Monday – Sunday*	\$500.00 (up to 6 hours)
Security Deposit	\$1,000.00
Additional per hour fee:	\$200.00
Cancellation fee:	\$125.00

Community-Use Social Events:

First Floor Clubhouse Lounge and Second Floor Clubhouse Event Hall may be reserved by Emerson residents(s)/homeowner(s) for various community driven activities and gatherings (if available). Resident/homeowner organized gatherings/events must receive prior approval from the Board of Directors. 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 and announced 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

EMERSON COMMUNITY ASSOCIATION CLUBHOUSE RENTAL APPLICATION

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

(All applicants must present a valid ID to verify that they are Emerson Community Residents)

Date of Event: _____ **Number of People:** _____

Event Time: From: _____ To: _____

(The Clubhouse is available for rentals beginning at 9:00 a.m. Events must end by 11:59 p.m.)

Rental Space Requested: _____

Set up and cleanup must be completed within the paid rental time. Additional per-hour fee will be charged if more time is needed.

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: _____

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.
- D. *(All applicants must present a valid ID to verify that they are Emerson Community Residents)*

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"**. All application 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

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:

- Deduction from Security Deposit
- If damages are significant, replacement cost in excess of the security deposit will be assessed to the applicant/homeowner(s)
- Collected by separate payment from the applicant(s)/homeowner(s)
- 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.

EMERSON COMMUNITY ASSOCIATION

CLUBHOUSE RENTAL RULES AND REGULATIONS

SECTION I – ACCESS

- A. Applicant(s)/Homeowner(s) (also referred as tenant(s)) who have reserved the clubhouse will need to use their assigned household key fobs to enter the building the day of their event. The Association shall not be liable if the renter(s) fails to pick up the key fobs as outlined above. ***A charge of \$100 will be assessed against the security deposit if Management must make arrangements for entry. This charge shall be at the discretion of the Association based on time, travel, and availability.***

- B. The maximum building and/or rental space occupancy capacity must not be exceeded. **(Violation Fee: \$500 per occurrence)** Initial

- C. Access to the pool and deck area is prohibited to applicant(s)/homeowner(s) and their guests.

- D. Access to the Management Office is prohibited to applicant(s)/homeowner(s) and their guests.

- E. Access/usage of the fitness center is prohibited to applicant(s)/homeowner(s) and their guests.

- F. 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.

- G. Set up and cleanup must be completed within the paid rental time. **An automatic charge of \$1,000 per hour will be incurred after midnight.** Initial

SECTION II – PROHIBITED USES

- A. Rental events may not be for profit. **(Violation Fee: \$500 per occurrence)** Initial

- B. No outside furniture, tables, chairs, sofas, inflatable items, staging, photo booths, decorative furniture, or similar items may be brought onto or placed within the Clubhouse or surrounding common areas. **Violation Fee: \$500 per occurrence** *This fine is automatic and not subject to warning. Security deposit forfeiture and damage charges may apply in addition.* Initial

- C. Pets are prohibited (except for service dogs)

- 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. Any illegal activities are prohibited on community common areas/property.

- F. Applicant(s)/homeowner(s) may not store any items overnight in the clubhouse.
 - G. Decorations may not be secured to the clubhouse walls and/or furniture using tape or any other material that may damage the surface. **Renter will forfeit Security Deposit for damages incurred.**
 - H. Exterior doors may not be propped open for any reason. **.(Violation Fee: \$500 per occurrence)**
 - I. Stairway exits must not be blocked in any way; no item can physically prevent egress.
 - J. No decorations of any kind may be installed in stairwells, including railings, steps, walls, or ceilings.
Exception: One tasteful decorative item may be placed at the corner of the upstairs landing provided it
 - a. does not obstruct passage
 - b. Is not affixed to walls or railings
 - c. Is not used as a photography station
 - d. Complies with all fire code clearance requirements
- The Association retains sole discretion in determining compliance. **Violation may result in removal, a \$500 fine, and repair costs.**

SECTION III – CLEANING

- A. Applicant(s)/homeowner(s) must provide protection from hot or cold items placed directly onto surfaces. *Examples of acceptable items for hot/cold food being served: Chafing dishes, trivets, table pads, insulated ice buckets.*
- B. 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.
- C. The applicant(s)/homeowner(s) is responsible for cleaning the clubhouse immediately after their event. Compliance with Rental Checklist is mandatory (see attached).
- D. If an applicant(s)/homeowner(s) fails to clean the clubhouse after a rental, the onsite manager will schedule an emergency cleaning and cleaning costs will be deducted from the security deposit. incurred in addition to forfeiture of the applicant’s/homeowner’s security deposit.
- E. 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.

SECTION IV – LEGAL NOTICES

- A. 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.

- B. Applicant(s)/homeowner(s) shall be fully responsible for the behavior and actions of every guest who attends the event. 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 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**
- C. Non-compliant applicant(s)/homeowner(s) will be subject to fines and/or banned from premises use. These fees will be deducted from the security deposit.
- D. The **Emerson Community Association** Board of Directors may amend this policy according to the Association's governing laws.
- E. 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.
- F. 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.

SECTION V – ENFORCEMENT AUTHORITY

- A. Pursuant to Md. Code, Real Property §11B and the governing documents of the Association:
 - a. Fines and charges may be assessed to the Owner's account.
 - b. Unpaid amounts may accrue interest and late fees.
 - c. The Association may pursue collection remedies including legal action.
 - d. The Association may suspend future rental privileges for violations.
- B. Failure to enforce any provision on one occasion shall not constitute waiver of future enforcement.

PLEASE NOTE THE FOLLOWING:

- The 2nd floor and 1st floor may not be rented at the same time.
- Cancellation fee only applies if the reservation is canceled less than 1 week from the date of the reservation.
- Minimum rental based on 6-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.**

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. _____

Inspected By:

Management Staff (*please print*)

Homeowner/Applicant (*please print*)

Management Staff Signature

Homeowner/Applicant Signature

Completion Date/Time: _____

EMERSON COMMUNITY ASSOCIATION CLUBHOUSE POST INSPECTION CHECKLIST

Return of security deposit is dependent on this form being signed

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 returned to 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 scheduled end time of event.

*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:

Management Staff (please print)

Homeowner/Applicant Name (please print)

Management Staff Signature

Homeowner/Renter Signature

Completion Date/Time: _____

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 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.

Facilities Member (*please print*)
print)

Facilities Member Signature

Applicant/Homeowner Name (*please*

Applicant/Homeowner Signature