

STONEHAVEN NEIGHBORHOOD ASSOCIATION, INC.
12296 ST. LUKE DRIVE
WHITE PLAINS, MD 20695
(240)349-2117

Deposit	_____
Rental Fee + Sec Fee	_____
Date PIF	_____

RENTAL DATE: Date of booking

NOTICE TO SNA MEMBERS:

To schedule the Stonehaven Neighborhood Center, please submit the completed Stonehaven Neighborhood Center User Agreement, with all accompanying documentation, and required payments, to the address above.

Stonehaven Neighborhood Center Available Times:

Monday to Sunday 8 am to 11:30 pm

***Disclaimer Notice:** Availability of the Stonehaven Neighborhood Center is not guaranteed. Reservations for members in good standing will be accepted on a first come, first served basis, and only upon receipt of a completed Stonehaven Neighborhood Center User Agreement (with all requisite documentation and payments), subject to Stonehaven Neighborhood Center availability. Use of the Stonehaven Neighborhood Center shall be subject to the governing documents of SNA, and the provisions of this Agreement.*

STONEHAVEN NEIGHBORHOOD CENTER USER AGREEMENT

THIS STONEHAVEN NEIGHBORHOOD CENTER USER AGREEMENT (the "**Agreement**"), is made on _____, 20____, by and between STONEHAVEN NEIGHBORHOOD ASSOCIATION, INC. ("SNA") and _____ [individual(s) or entity], a member in good standing of SNA (the "**Agreement Holder**"), for Agreement Holder's use of the Clubhouse Rental Area of the Stonehaven Neighborhood Center, in accordance with the provisions and terms hereof.

I. Definitions.

- A. **Clubhouse Rental Area:** "Clubhouse Rental Area" means the portions of the Stonehaven Neighborhood Center identified on the drawing attached to this Agreement.
- B. **Governing Documents:** "Governing Documents" shall mean and refer to the SNA (i) Declaration of Covenants, Conditions, Easements, and Restrictions, dated November 29, 2017, recorded among the Land Records of Charles County, Maryland in Book 10108, page 51 *et seq.* (as amended and/or supplemented from time to time, the "**SNA Declaration**"), (ii) the Bylaws, (iii) the Articles of Incorporation, and (iv) any rules and regulations adopted by the Board of Directors of SNA.
- C. **Member in Good Standing:** "Member in Good Standing" means a Member (as such term is defined in the Governing Documents) of SNA, being no more than ninety (90) days in arrears on any charge due and owing to SNA.
- D. **Stonehaven Neighborhood Center:** "Stonehaven Neighborhood Center" includes the clubhouse facility located at 12296 St. Luke Drive, White Plains, Maryland, 20695.

II. Reservation Information. The following information is to be completed by Agreement Holder at the time of application:

- A. **Date/Time of Reservation:** The Agreement Holder hereby requests and SNA approves use of the Clubhouse Rental Area on _____, 20____, a _____ [day of the week], from _____ 6:00 p.m. to 11:00 p.m. **OR** _____ 11:00 a.m. to 4:00 p.m. Notwithstanding anything to the contrary herein, the event shall end at the time specific in this section.
- B. **Description of Activity:** _____

- C. Address: _____
Telephone Numbers: _____
E-Mail Address: _____
- D. Number of Participants: Agreement Holder anticipates that _____ individuals will be in attendance at the event.
- E. SNA Equipment: Agreement Holder requests the use of _____ Chairs; _____ Tables; and/or _____ Kitchen Facilities [select all that apply], which are available to Agreement Holder at no additional charge. SNA does not represent or warrant that the number of chairs and tables that Agreement Holder requires for the event will be available, and accordingly, Agreement Holder shall contact SNA to determine the number of chairs and tables expected to be available for the event, in advance of the event.
- F. Emergency Contact Name: _____
Telephone Number: _____
- G. Supporting Documentation. Agreement Holder shall submit a photocopy of Agreement Holder's identification in the form of a driver's license, State-issued photo identification card, or Military I.D.

III. Fees. The following fees shall be paid to SNA, no later than three (3) weeks prior to the date of the event, except as otherwise provided herein.

- A. Security Deposit: A refundable deposit in the amount of \$1,000.00, due at the time of submission of this Agreement. The security deposit will be refunded within thirty (30) days after the date of the event, provided the premises, facilities and equipment are left in satisfactory condition. SNA reserves the right to deduct from the security deposit any amount necessary to cover the costs of excessive clean up and the costs of repairs and/or replacement of property. If the security deposit does not fully cover these costs, the user will be billed for the difference, and the future use of the facility will be denied until these costs are paid. **Groups/individuals using the facility are responsible for any and all damages that occur due to or during their use of the facility**
- B. Rental Fee: A non-refundable rental fee in the amount of \$500.00.
- C. Security Guard Fee: A security guard will be provided by SNA in accordance with the provisions of this Section.

_____ YES. Agreement Holder hereby requires SNA to provide a security guard for the event, at the rate of \$45.00 per hour for four (4) hour minimum; or

_____ NO. Agreement Holder does not require SNA to provide a security guard for the event.

Notwithstanding the foregoing, a security guard will be provided by SNA at the rate of \$45.00 per hour for a four (4) hour minimum for (i) events 6:00 p.m. and after, (ii) events at which alcohol will be served, (iii) teen parties, or (iv) any other events in the discretion of the SNA Board of Directors or management company. Such security guard will remain on the premises through the end of the function and clean-up by the Agreement Holder.

- D. Lockout / Security Alarm. **THERE WILL BE A \$50.00 CHARGE IN THE EVENT AGREEMENT HOLDER IS LOCKED OUT OF THE BUILDING AND/OR SETS OFF THE SECURITY ALARM.**
- E. Admission Fees. No admission fees or donations may be collected at the event; and further, no betting or gambling of any kind shall be permitted at the event.

IV. General.

- A. The Clubhouse Rental Area may be used by individuals or groups/organizations at the discretion of the SNA and its authorized agents, including, without limitation, the management company, any time the facilities are not previously scheduled. Contracts shall be completed within forty-eight (48) hours of the booking request or the booking request will be voided.
- B. REQUESTS FOR PERMISSION TO USE THE FACILITIES MUST BE MADE AT LEAST FOUR WEEKS IN ADVANCE.

- C. Agreement Holder shall be twenty-one (21) years of age or older at the time of executing this Agreement, shall be a Member in Good Standing of SNA, and shall be personally liable for adherence to all rules, regulations, terms, obligations, and restrictions imposed by SNA as set forth in this Agreement and in the Governing Documents.
- D. **IT IS EXPRESSLY UNDERSTOOD BY AGREEMENT HOLDER THAT SNA INCLUDING, WITHOUT LIMITATION, ITS DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AND AGENTS (COLLECTIVELY, THE "SNA INDEMNITEES") SHALL NOT BE LIABLE FOR INJURY TO PERSONS OR PROPERTY OCCURRING IN OR ABOUT THE PREMISES FROM ANY CAUSE WHATSOEVER. AGREEMENT HOLDER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS, THE SNA INDEMNITEES FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, DAMAGES, LIABILITY AND EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES AND COURT COSTS) IN CONNECTION WITH INJURY TO PERSONS OR PROPERTY ARISING FROM OR OUT OF THE USE OR OCCUPANCY BY AGREEMENT HOLDER AND THE APPLICABLE EVENT'S ATTENDEES OF THE STONEHAVEN NEIGHBORHOOD CENTER AND CLUBHOUSE RENTAL AREA, OR OCCASIONED WHOLLY OR IN PART BY ANY ACT OR OMISSION OF AGREEMENT HOLDER, ITS AGENTS, EMPLOYEES, INVITEES OR LICENSEES.**
- E. It is understood that this contract **MAY BE CANCELLED** and **VOIDED** with **NO REFUND** of deposit and/or rental fees paid, by SNA, in its sole and absolute discretion, if it is discovered that Agreement Holder has given false information at the time the Agreement is executed by Agreement Holder, or any time thereafter.
- F. Cancellations may be initiated by the Agreement until one (1) week prior to the event; however, a \$25 service fee will be charged, at the time of such cancellation. If cancellation of a booking is made less than one (1) week prior to the event, the **ENTIRE RENTAL FEE FORFEITED**. Future use of the SNA facilities will be denied until cancellation fees are paid.
- G. The Agreement Holder understands and acknowledges that portions of the premises are subject to video surveillance and that use of the premises by the Agreement Holder and their guests will be considered as consent and that the users understand that video is not monitored on a continuous basis and that the purpose of video surveillance is primarily for investigation of security and safety incidents.
- H. Under no circumstances will chairs, tables, or other equipment be removed from the premises.
- I. If decorations are contemplated, the management office must be notified of the nature of the decorations and SNA reserves the right to have inspection made by a representative of the Fire Department of Charles County. All decorations used must be flame proof, and **NO USE OF TACKS, NAILS, SCREWS, TAPE OR OTHER FASTENERS** will be permitted for hanging decorations. **Decorations are not to be suspended from the ceiling. NO PIÑATAS. If any decorating violations are found, an immediate deduction of \$100.00 and up to the entire amount of the security deposit will be held.** Under no circumstances will any renter make any structural or electrical alterations in the building.
- J. SNA assumes no responsibility for the personal property of the Agreement Holder or their guests, and the Agreement Holder will remove all such property from the premises at the end of the reserved time period.
- K. **THE USE GRANTED BY THIS AGREEMENT IS NOT TRANSFERABLE BY AGREEMENT HOLDER. AGREEMENT HOLDER MUST BE IN ATTENDANCE AT ALL TIMES DURING THE EVENT, AND FAILURE OF AGREEMENT HOLDER TO BE IN ATTENDANCE WILL RESULT IN THE LOSS OF THE SECURITY DEPOSIT IN ITS ENTIRETY, IMMEDIATE SHUT DOWN OF THE EVENT, AND PROHIBITION FROM FUTURE RENTAL OF THE CLUBHOUSE RENTAL AREA BY AGREEMENT HOLDER.**
- L. At events of individuals aged thirteen (13) to those under the age of twenty-one (21), adequate supervision must be provided. Chaperones are required for these groups at the ratio of one adult for every eight (8) individuals under the age of twenty-one (21). **NAMES, ADDRESSES AND TELEPHONE NUMBERS OF CHAPERONES SHALL BE FURNISHED TO THE MANAGEMENT OFFICE AT THE TIME THE CONTRACT IS SIGNED.** There is a maximum of 50 people allowed for such events.
- M. **SNA RESERVES THE RIGHT TO REFUSE OR CANCEL RESERVATIONS, IN ITS SOLE AND ABSOLUTE DISCRETION.**

- N. If any of the specifics in this Agreement regarding this event are altered in any way from the original statement of intent by the Agreement Holder, as shown on the Agreement, it is the responsibility of the Agreement Holder to submit such changes, in writing, to the management office at least ten (10) days in advance of the scheduled event. All alterations must be approved by the management office, in advance of the event. **IN THE EVENT THE AGREEMENT HOLDER GIVES NO NOTICE, OR NO CLEARANCE IS RECEIVED FROM THE SNA WHEN SUCH MODIFICATIONS HAVE BEEN MADE, THE AGREEMENT HOLDER WILL BE HELD LIABLE.** The SNA will make the final determination if additional charges to the Agreement Holder are necessary if any adverse situations arise as a consequence of inadequate notification and/or SNA approval. **FURTHER BOOKING REQUESTS MAY NOT BE HONORED.**
- O. **There may be only one (1) source of music during any given event.**
- P. **THE FACILITIES ARE TO BE LEFT IN APPROPRIATE AND SUITABLE CONDITIONS AS DEEMED BY SNA. FLOORS ARE TO BE SWEEPED, SPILLS MOPPED, TABLES WIPED, EQUIPMENT RETURNED TO PROPER PLACE AND ALL TRASH TO BE HAULED TO THE TRASH AREA OUTSIDE THE KITCHEN DOOR.**
- Q. **IT IS UNDERSTOOD THAT SNA AND/OR ITS AUTHORIZED REPRESENTATIVE HAS THE AUTHORITY TO SHUT DOWN THE EVENT BEING HELD WITH NO REFUND OF FEES DUE TO ANY MISUSE OF THE FACILITIES OR ANY FRAUDULENT OR ILLEGAL ACT.**
- R. **THE USE OF THE CLUBHOUSE RENTAL AREA IS FOR PRIVATE FUNCTIONS ONLY. PUBLIC ADVERTISEMENT (INCLUDING THE DISTRIBUTION OF FLYERS AND/OR THE USE OF FLYERS OR PUBLIC NOTIFICATIONS OR ANY NOTIFICATION NOT SPECIFICALLY ADDRESSED TO AN INDIVIDUAL) IS STRICTLY PROHIBITED AND WILL RESULT IN THE FUNCTION BEING SHUT DOWN WITH NO REFUND OF THE SECURITY DEPOSIT.**
- S. **ALL COVID-19 GUIDELINES AND RESTRICTIONS MUST BE FOLLOWED DURING THE ENTIRETY OF THE EVENT.** This includes the current CDC guidelines and all orders in place by the Governor of Maryland and/or any County or Municipal restrictions, if applicable, at the time of the event. If Governor's orders are put in place that prohibit the event from taking place, all monies paid to the SNA will be fully refunded.
- T. **SNA ASSUMES NO RESPONSIBILITY OR LIABILITY FOR ANYONE PRESENT WHO MAY BECOME ILL IN THE EVENT OF AN EPIDEMIC, PANDEMIC OR PUBLIC HEALTH EMERGENCY (INCLUDING, BUT NOT LIMITED TO, THE COVID-19 PANDEMIC.)**

BY ITS SIGNATURE BELOW, AGREEMENT HOLDER HEREBY ACKNOWLEDGES THAT AGREEMENT HOLDER HAS READ AND UNDERSTANDS THIS AGREEMENT, AND AGREES TO THE TERMS AND PROVISIONS OF THIS AGREEMENT, AND UNDERSTANDS THAT FAILURE TO COMPLY WITH ANY OR ALL OF THE PROVISIONS HEREOF AND OF THE GOVERNING DOCUMENTS MAY RESULT IN (1) IMMEDIATE TERMINATION OF THE EVENT, (2) DENIAL OF FUTURE USE OF THE STONEHAVEN NEIGHBORHOOD CENTER AND/OR CLUBHOUSE RENTAL AREA, (3) RELINQUISHMENT OF SECURITY DEPOSIT, AND/OR (4) THE IMPOSITION OF OTHER FEES OR PENALTIES BY SNA, IN ITS SOLE AND ABSOLUTE DISCRETION.

AGREEMENT HOLDER:

Signature

Date

STONEHAVEN NEIGHBORHOOD ASSOCIATION, INC.

Signature

Date

Title: _____