

**TANYARD SPRINGS
ASSOCIATION**



HOMEOWNERS

Clubhouse Rental Area User Agreement

To schedule the clubhouse rental area, please submit the completed Clubhouse Rental Area User Agreement, with all accompanying documentation, and payment requirements, to address below.

**Tanyard Springs Homeowners Association
6920 Heritage Crossing
Glen Burnie, MD 21060
Attn: Clubhouse User Agreement**

Disclaimer notice: Upon receipt of completed Clubhouse Rental Area User Agreement, accompanying documentation, and payment requirements, the Clubhouse space may be reserved for Community Members in good standing, based upon Clubhouse space availability. In accordance with the Community governing documents, it is understood by the agreement holder, that should the agreement holder default on their financial responsibility to the Home Owners Association, the reservation(s) are subject to cancellation without notice.

Clubhouse Rental Area Available Times:

Mo. - Fri. 6:00 pm to 11:00 pm
Saturday 11:00 am to 4:00 pm or 6:00 pm to 11:00 pm
Sunday 11:00 am to 4:00 pm or 6:00 pm to 11:00 pm

Definitions

The Tanyard Springs Homeowners Association (hereinafter referred to as the “Association”) and the undersigned resident(s), (hereinafter referred to as the “agreement holder”), hereby agree to the following terms and conditions of the Tanyard Springs Clubhouse Rental Area User Agreement (hereinafter referred to as the “agreement”):

The agreement holder and related party may have exclusive use of the Tanyard Springs Clubhouse designated area, (hereinafter referred to as the "clubhouse rental area") for the duration of the time allotment.

Clubhouse Rental Area Defined :

- “clubhouse rental area” is defined as the kitchen area with a marble island area and chairs, marble countertop with a double sink & faucet, warming kitchen appliances/drawers, two small refrigerators, one icemaker, couch seating area(s) with couches, chairs, tables, 3-wall mounted TV’s and control, 1-elevating TV and control, 2 hassocks, coat closet, common lavatories and the clubhouse dumpster.



Clubhouse Areas/Amenities **excluded** from this Agreement, and **prohibited** from use:

- The main hallway (with the exceptions of traveling to common lavatories), fitness room and equipment, tennis courts, exterior trash cans, swimming pool, wading pool, pool decks, entrance and all pool seating areas.
- Exterior common elements, including, tot lot play area, gazebo, basketball court and surrounding seating areas are considered HOA common shared, bearing no exclusive rights to any one party. Users of these areas assume all risk, and agrees to indemnify, defend and hold harmless, the Association, it's directors, officers, agents, and representatives from any and all claims, liabilities, and expenses which may, for any reason, arise from usage of these elements.

Fees

\$ 175.00 Rental Fee – Agreement holder agrees to abide by the scheduled rental time, and rental fee, as notated in this agreement. **Fee is assessed against owners HOA account at time of reservation.**

\$ 185.50 Cleaning Fee – Agreement holder agrees to have Clubhouse HOA Contract Cleaners (CWR) wipe down & sanitize Clubhouse area, hallways, and bathrooms after event. **Fee is assessed against owners HOA account at time of reservation.**

\$500.00 Security Deposit. - Agreement holder agrees that the security deposit may be refunded, post - event, within 7 business days, per the managing agents determination, that the clubhouse rental area, premises, furniture, appliances, fixtures and appurtenances, were found in the same clean and good working condition, as witnessed in the pre-event 'walk through' conducted between the managing agent and the agreement holder.

Please Note: The Tanyard Springs Board of Directors and its Managing Agents reserve the right to deduct any cost of damage to the clubhouse, clubhouse rental area, premises, furniture, appliances, fixtures and appurtenances, or failure to properly clean and maintain stated items from the agreement holder's security deposit and to charge agreement holder, any and all, additional charges or fees to fully repair or replace the damaged item(s), as deemed necessary by the Board and/or its Managing Agents.

Alcoholic beverages are permitted in the clubhouse rental area for the event, pursuant to, receiving licensed approval from Anne Arundel County and rendering any related fees, to the County. The agreement holder shall agree to acquire a liquor license through the County, by way of, making application, for the liquor license, within the County's required time frame, prior to, the scheduled event. Liquor license applications may be obtained from the onsite management offices.

Event Insurance is **REQUIRED** by the Association that the homeowner provide a **Certificate of Insurance listing the Tanyard Springs HOA located at 6920 Heritage Crossing, Glen Burnie, MD 21060 as Additionally Insured**. The certificate can be faxed directly to the clubhouse offices at: 410360-4048.

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Please note: Reservations for the clubhouse rental area can only be entered into an agreement with the homeowner (HOA account must be in “Good Standing”). Leaseholders wishing to rent the Clubhouse can do so but must be with the expressed permission from the owner & have the Clubhouse agreement submitted with consent & under owner’s name with the understanding that associated rental & cleaning fees will be assessed at the time of reservation to the owner’s HOA account. It will be the leaseholder’s responsibility to render payment for fees to the owner. Reservations will not be made without all payment requirements, and a completed clubhouse rental area agreement. Security Deposit Payment must be rendered in the form of a personal check (owner), money order / certified cashier’s check (owner/lease holder). made payable to: “Tanyard Springs Homeowner Association”. Clubhouse & cleaning fees assessed to owners must show as being paid on the owner’s account prior to issuance of the Clubhouse key to renter, otherwise, the rental is forfeited.

General

1. The agreement holder hereby agrees to comply with all local, state, and county laws, statutes, governmental regulations and/or ordinances. The agreement holder also agrees to abide by the rules and regulations of the Association for the use of the clubhouse rental area, and the stipulations of this agreement. The Association possesses the right to modify the rules and regulations from time to time and shall have no liability to the agreement holder towards the enforcement or waiver of such rules and regulations. A copy of the current rules and regulations are attached, and incorporated herein by reference.
2. All personal property placed in the clubhouse, clubhouse rental area, or elsewhere upon the Association’s property shall be placed solely at the agreement holder’s or homeowner's risk, and agrees to indemnify, defend, and hold harmless and without fault or liability, the Association, it's directors, officers, agents, and representatives for any loss or damage, direct or indirect, which occurs as a result of theft or damage to said property.
3. All pets or animals of any kind are prohibited in the clubhouse, with the exception of work assistance animals.
4. The agreement holder hereby agrees that the clubhouse rental area, and its premises will only be used for the purpose, as indicated on the agreement, and any other use of the clubhouse rental area, contrary to the indicated purpose, may result in immediate forfeiture of the full security deposit, paid by the agreement holder, with the potential of further pending penalty action, as per the discretion of the Tanyard Springs Board of Directors and/or its agents.
5. The agreement holder understands and agrees that the Association or its managing agents, may terminate the rental period of the clubhouse rental area, at any time, should the event activities, or exhibited behaviors, violate any local, state, and county laws, statutes, governmental regulations and/or ordinances, rules and regulations of the Association, including, the use of the clubhouse rental area stipulations, as set forth in this agreement or actions/activities which may be deemed contrary to the best interests of the Association. The Association or its managing agents may terminate the rental



period of the clubhouse rental area, at any time, if such activities are deemed to put the Association and its property(s), or the agreement holder and/or related parties, at unusual risk. In addition to the immediate termination of the event's rental period, the rental fee and deposit fee will be forfeited in full, with the potential of further pending penalty action, as per the discretion of the Tanyard Springs Board of Directors and/or its agents.

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6. There will be approximately _____ people in attendance at the event. The agreement holder warrants that attendance will not exceed the occupancy limit of 100 persons, or as set by, the Association or by laws, codes and ordinances. NOTE: The agreement holder MUST be in attendance during the entire event. The event may be terminated immediately, if the agreement holder is not in attendance. Termination will not release the agreement holder, in any way, from payment for damages, or responsibilities as stated prior, in this agreement.
7. The agreement holder hereby agrees to exercise due care in using the premises, and also agrees that the furniture, appliances, fixtures, and appurtenances are under the agreement holder's control, and therefore, the Association is not liable to the agreement holder, related parties, servants, vendors, guests, vendors, invitees, or contracted service, for any damage to person or property caused by the failure of plumbing, heating, sewage, electricity, water or gas systems or failure of any other fixture. In addition, the agreement holder agrees to indemnify and hold the Association harmless and without fault or liability for any loss or damage, direct or indirect, which occurs during the club rental period

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from either personal or property damage sustained by the agreement holder, related parties, servants, vendors, guests, invitees or contracted service. Moreover, the agreement holder shall indemnify the Association for any and all costs or expenses, which include, but not limited to, attorney fees, that may be incurred by the Association, arising from any claim against the agreement holder, related parties, servants, vendors, guests, invitees or contracted service.

8. The agreement holder hereby understands that emergencies should be reported immediately as follows:

FIRST: Contact Fire/Rescue (as appropriate) by dialing **911**.

SECOND: Contact the Association representative emergency number. 301-446-2635

THIRD: The agreement holder must complete an Incident Report documenting the emergency and/or accident. Accidents shall be logged and explained in detail on the Incident Report, located in the designated kitchen area. Please follow documentation procedures on the reverse side of the Incident Report.

9. The agreement holder hereby acknowledges that this Clubhouse Rental Area User Agreement cannot be assigned, gifted, borrowed, bartered, purchased or transferred to any other person, in any way.
10. The amount of the rental fee is one hundred, seventy five (\$175.00). The security deposit is five hundred dollars (\$500.00) Dollars.
 - a. The rental fee shall be refunded, upon receipt of, written notice by the agreement holder stating their intention to cancel the club room rental area during the reserved period within seven (7) business days, prior to, the clubhouse area rental period.
 - b. Agreement holder agrees that the security deposit may be refunded, post-event, within 7 business days, per the managing agents determination, that the clubhouse rental area, premises, furniture, appliances, fixtures and appurtenances, were found in the same clean and good working



condition, as witnessed in the pre-event 'walk through' conducted between the managing agent and the agreement holder.

- c. The security deposit shall not be considered liquidated damages and the agreement holder hereby agrees that the agreement holder shall be responsible for any and all damage, in excess of, the amount of the security deposit.
- d. The agreement holder must clean and restore, the clubhouse rental area, to its pre-event condition. Failure to clean and restore the condition of the clubhouse rental area will result in the Association scheduling a cleaning service for stated purpose above, and deduct the cost of onehundred dollars (\$100.00) from the agreement holder's security deposit. The agreement holder is responsible for removing all personal property at or before the designated end time of the reserved time period. The agreement holder is responsible for removing all trash from the clubhouse rental area and deposit in the HOA dumpster, located at the far end of the clubhouse parking lot.
- e. For clubhouse rental area events occurring between 6:00pm and 11:00pm, the agreement holder agrees to vacate the clubhouse, club room rental area, parking lot and its premises, at or before, the eleven o'clock p.m. rental expiration time. Failure to comply with the expiration time, will result in full security deposit forfeiture.
- f. The homeowner must contact Management at least 5 days prior to their event in order to schedule a pre-inspection date and time. During the pre-inspection the Managing Agent will explain what is considered "damage" and review cleaning and the lock-up procedures.
- g. When there is more than 1 party during a weekend, each homeowner will sign a Relinquishment Agreement documenting damages they do not recall and that the room is in the same condition as it was during their pre-inspection/walk through with Management. Pictures must accompany any complaints.
- h. Disputes of the condition of the room between parties will be left to the sole discretion of the Managing Agent and the Board of Directors to determine the responsible party and the costs of repair.
- i. The agreement holder understands and agrees that **smoking is prohibited**. Failure to comply will result in full security deposit forfeiture.

The Clubhouse Rental Area User Agreement is not an interest in real estate but an agreement for the use of the premises. In the event that the Association breaches its obligations under this Agreement, the parties hereto agree that the Association's liability for damages shall be limited to the amount of the rental fee and security deposit paid. If more than one individual constitutes the agreement holder, the singular context will be construed to be plural whenever necessary, and the covenants of the agreement holder will be the joint and several obligations of the individual members thereof.

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11. The agreement holder has been granted permission for clubhouse rental area use for the intended stated purpose in this agreement, on (date): _____ commencing at _____ am/p.m. and terminating on same date, at _____ a.m./p.m.

Agreement Holder(s):

Signature

Date

Print

Date



EXHIBIT A
RESPONSIBILITIES ACKNOWLEDGEMENT

1. The clubhouse is available for rental by Tanyard Springs HOA residents in good standing only.
2. The room will be rented on a “first come first serve” basis. Board of Director Functions (board meetings, committee meetings, etc.) has first priority.
3. There must be a two (2) hour time period between each leased function.
4. The agreement holder executing the Agreement must be in attendance at said activity and adhere to the hours on said Agreement.
5. The event will be kept within the clubhouse rental area only and may not congregate outside of the reserved clubhouse rental area for ANY reason.
6. All events/activities shall terminate at the end of the rental period. The Clubhouse and premises will be properly secured and vacated promptly, at the end of the rental period.
7. Upon entry, agreement holder should document (photo) any apparent existing damage or any cleanliness deficiencies to be reported to management on the next business day. Residents may access the clubhouse 15 minutes prior to their scheduled rental time, to conduct the pre event inspection.
8. Agreement Holder must not allow more than the maximum number of persons permitted by law to occupy the building during the rental period; and is responsible for the cost and consequence of any legal action initiated by the Association or Anne Arundel County for violation of occupancy limits.
9. Except where such fees are incidental to Association sponsored activities, no admission fees nor any fund transfers which might be construed as admission fees whatsoever shall be collected for use of the clubhouse by the agreement holder.
10. Any event or activity intended to be attended by persons under 21 years of age shall be attended by a minimum of two adult chaperones over the age of twenty-one (21). One chaperone must be a member of the Association and their name and signature must appear on the Clubhouse Rental Area User Agreement application. Additional chaperones are required at a rate of one (1) adult chaperone per ten (10) youths attending the event, or any portion thereof. As indicated in the Clubhouse Rental Area User Agreement the

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individuals whose names appear on the rental application must be present for the duration of the event.
Absolutely no alcohol is permitted to persons under the age of 21.

11. All Association chairs, tables, and equipment shall be returned to proper storage areas following each reserved use, and under no circumstances shall chairs, tables or other equipment belonging to the Association be removed from the Tanyard Springs Clubhouse.
12. If auxiliary lights or sound equipment are contemplated for use during any of the reserved time, the Association's managing agent shall be notified three (3) days in advance. The managing agent reserves the right to conduct an inspection of the decorations or equipment to be used by a representative of the Anne Arundel County Fire Department or by a licensed electrician. A fee to cover the cost of such inspection shall be levied against the agreement holder.
13. **ABSOLUTELY** no objects such as nails, tacks, scotch tape, candles, or substances which cause permanent damage shall be placed on the walls, ceilings, or window surfaces. Decorations shall be removed entirely immediately following the reserved use of the clubhouse. Under no circumstances shall any group make any structural or electrical alterations in the clubhouse.
14. Paints, acids, and all other supplies and materials which present a clear damage potential are prohibited from the Clubhouse during times of reserved use.
15. Overhead lights in the clubhouse must remain on during the reserved time period.
16. All refuse and personal property of the agreement holder(s) and their party shall be removed from the clubhouse immediately following the reserve use of the clubhouse. The agreement holder is responsible for providing their own trash bags for the removal of refuse.
17. Each agreement holder shall be personally responsible for knowing the location of and proper use of the clubhouse fire extinguishers.
18. The clubhouse is a non-smoking facility and smoking is prohibited.
19. Please be advised, the clubhouse is equipped with recording security surveillance cameras.

I UNDERSTAND THAT FAILURE TO COMPLY WITH ANY OR ALL OF THESE RULES MAY RESULT IN THE IMMEDIATE TERMINATION OF THE FUNCTION/EVENT, DENIAL OF FUTURE USE OF THE CLUBHOUSE, RELINQUISHMENT OF SECURITY DEPOSIT AND/OR OTHER FEES OR PENALTIES BEING IMPOSED BY THE ASSOCIATION AS APPROPRIATE.

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I hereby acknowledge that I have read and understand the above agreement holder’s responsibilities.

Agreement Holder(s):

Signature

Date

Printed Name and Address: _____

Tanyard Springs Homeowners Association:

Approved and Signed by Designated Representative
Name: Mark Moorman, Onsite Manager

Date

EXHIBIT “B”

Tanyard Springs Clubhouse Key Sign-Out Agreement

The Tanyard Springs Homeowners Association (hereinafter referred to as the “Association”) and the undersigned resident(s), (hereinafter referred to as the “agreement holder”), hereby agree to the following terms and conditions of the Tanyard Springs Clubhouse Key Sign-Out Agreement (hereinafter referred to as the “Agreement”):

The agreement holder and related party may have use of the Tanyard Springs clubhouse rental area, only during the scheduled period of time, as outlined in the Clubhouse Rental Area User Agreement section.

The agreement holder will be responsible for the main entrance key of the Tanyard Springs Clubhouse for the sole event scheduled for . The agreement holder will return such keys no later than the 1st (first) business day after the scheduled event or as requested by the Managing Agent.

Signature & Date: I have received a key to the entry listed ABOVE. _____

The agreement holder hereby agrees and acknowledges that they are receiving a key to the clubhouse and that they are solely responsible for their guests and the facilities in accordance with the Clubhouse Rental Area User Agreement

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The agreement holder must clean and restore, the clubhouse rental area, to its pre-event condition. Failure to clean and restore the condition of the clubhouse rental area will result in the Association scheduling a cleaning service for stated purpose above, and deduct the cost of one-hundred dollars (\$100.00) from the agreement holder's security deposit.

Failure to secure the clubhouse will result in the full forfeiture of the deposit check.

Failure to secure the clubhouse, in which, theft, damage or destruction of the Clubhouse facilities, furniture, appliances, fixtures, and appurtenances of the Clubhouse results, the agreement holder understands and agrees, the security deposit shall not be considered a full payment for these damages/repairs and the agreement holder will still be responsible for any and all damages/repairs, in excess of the amount of the security deposit.

I HEREBY ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE ABOVE AGREEMENT HOLDERS RESPONSIBILITIES.

Agreement Holder(s):

Signature

Date

Printed Name and Address:

_____Address

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Clubhouse Rental Area Information

Owner/Tenant Name:

Address:

Contact Telephone:

Type of Function:

Est. # of Guests:

Date Reserved: _____

Time Reserved From: _____ AM/PM To: _____ AM/PM

I, the Homeowner and , affirm that the information submitted here is accurate, to the best of my knowledge, and with the complete understanding that I am responsible for the actions of my guests while they are on the property and agree to inform and require my guests to observe and obey the rules and regulations of Tanyard Springs HOA. In addition, I also agree to pay all fees associated with the reservation and rental of the clubhouse area and any subsequent costs or fines, resulting from failure to comply with the Community rules and regulations, or any type of damage(s) to the Community property relating to my event, or failure to properly clean and restore the clubhouse rental area, immediately following the scheduled termination of the event. I also agree to indemnify, defend and hold harmless, the Association, it's directors, officers, agents, and representatives from any and all claims, liabilities, and expenses which may, for any reason, arise from this event.

Homeowner Signature: _____ **Date Submitted:** _____

(FOR OFFICE USE)

Deposit Fee: \$ _____ (check #) _____

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Rental Fee: & cleaning Fee \$_____

(Account assessed)_____

\$ _____ (check #)

Amount Refunded

Owner Signature / Date Received

\$ _____ (check #)

Amount of Adjustment

Deposit Returned by: