***RENTAL AGREEMENT***

***The Community Barn Pavilion at Gibson's Grant***

***136 Carriage Heath***

***Chester, MD 21619***

This Agreement is made between (hereinafter “Agreement Holder”) and the Gibson's Grant Community Association, Inc., a Maryland nonprofit corporation (“Association”), on this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_. This Agreement is in no way intended to guarantee use of the facilities to Agreement Holder, and Association retains the power to cancel this Agreement without notice.

**Agreement Holder:** Agreement Holder must be a current resident of Gibson's Grant and be a holder of all interests required for membership into the Association. A limit of two major events per year per resident are permitted.

**Licensed Space:** Association grants to Agreement Holder the use of the Gibson's Grant Barn Pavilion subject to the terms and conditions of this Agreement, for the purpose of activities in conjunction with a private event described as follows:

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Rental Use Date:

Rental Period (Time): From: Until: \_\_\_\_\_\_\_\_\_\_\_ (max time of 3 hrs.)

**The Barn Pavilion cannot be reserved on holidays or holiday weekends. See pg. 7 for rental time restrictions.**

Anticipated Number of Persons:

Agreement Holder shall not admit to the Barn Pavilion a larger number of persons than the premises will accommodate or than can safely and freely move about in said areas, whether this number is less than or more than the maximum allowed as stated below. Parties must be limited to a maximum number of forty (**40)** guests. If a designated smoking area is established outside, that area must be cleared of any resulting litter.

**Alcoholic Beverages** to Be Present: Yes No

If Yes, Alcoholic Beverage Addendum is to be signed and attached.

**Outside Vendor** to Be Present: Yes\_\_\_\_\_\_\_\_\_\_ No\_\_\_\_\_\_\_\_\_\_\_

If Yes, Outside Vendor Addendum is to be signed and attached. Association approval is required.

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| Basic Rental Fee Charge: | $ |  |
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| Rental Total (Check #1) | $ |  |
| Security Deposit (Check #2) | $ |  |

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| **NOTE:** Checks for both the Rental Fee and the Security Deposit must be submitted with the signed Agreement in order for the Barn Pavilion to be reserved. **Make checks payable to: Gibson's Grant HOA.** |

The Gibson's Grant Community Association, Inc. (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 Barn Pavilion Rental Agreement including the Attachments identified below (hereinafter together referred to as the “Agreement”):

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|  | Alcoholic Beverages & Outside Vendor Addendums – Association Approval Required |
|  | Rental Agreement Holder Responsibilities Acknowledgement |
|  | Incident Report |

1. **RENTAL FEE:** Agreement Holder agrees to pay to Association the sum of fifty dollars ($**50.00)** for up to the **maximum period of (3) hours**. The rental fee covers the Barn Pavilion’s use only, normal wear and tear, and the cost of utilities resulting from use of the Barn Pavilion by Agreement Holder. In addition to the payment of the Rental Fee, the Agreement Holder agrees to satisfactorily complete the cleaning obligations set forth in the Rental Agreement Holder Responsibilities Acknowledgement attached hereto. This non-refundable fee is due one week in advance.
2. **SECURITY DEPOSIT:**

In addition to the Rental Fee, Agreement Holder agrees to pay to the Association a Security Deposit in the amount of one hundred and fifty dollars (**$150.00)**. Refund of the Security Deposit or any portion thereof shall be made within ten (10) business days following the date of reserved use, provided the Barn Pavilion, premises, facilities, and equipment are left in satisfactory condition and no Association rules or city ordinance have been violated. The refund of the Security Deposit will be made payable to the first person’s name appearing on the Agreement.

The Association, pending the post use inspection will hold the Security Deposit subject to:

1. The Security Deposit shall be refunded after the event only if the Barn Pavilion, premises, furniture, appliances, fixtures and appurtenances are found, upon post-use inspection, to be in the same condition as at the commencement of the Rental Period as listed on the pre-use inspection, ordinary wear and tear expected.
2. The Security Deposit shall not be considered liquidated damages, and the Agreement Holder hereby agrees that he/she shall be responsible for any and all damage in excess of the amount of the Security Deposit.
3. The Association reserves the right, in its sole judgment, to deduct from the Security Deposit any amount necessary, as determined by the Association’s Managing Agent, to cover (a) all costs of cleanup if warranted (e.g., if the Barn Pavilion is not returned to the same condition as at the commencement of the Rental Period); and (b) the costs of repairs or replacement of any property damaged during the use of the Barn Pavilion. If the Security Deposit does not fully cover these costs, the Agreement Holder shall be billed for and agrees to promptly pay the difference and future use of any of the Association’s facilities shall be denied until these costs are paid. Any Agreement Holder using the Barn Pavilion shall be responsible for any and all damages that occur due to their use of the Barn Pavilion. The billed costs will be considered a special assessment and if not paid could result in a lien being initiated against the Agreement Holder’s property. Agreement Holder herein agrees to the deduction of whatever expenses are required to restore the facilities to the same condition as when Agreement Holder entered the facilities, including but not limited to any needed surface cleaning, ordinary wear and tear expected.
4. Agreement Holder will remove from the Barn Pavilion all materials that are not the property of Association after the Rental Period. Association shall be authorized to remove at the expense of Agreement Holder all materials remaining. Agreement Holder shall be responsible for the payment of storage costs of such materials, and Agreement Holder agrees that Association shall in no way be responsible for loss, damage or claims against the Association for material so removed or stored. Agreement Holder agrees that Association shall have a first lien on such material for payment of all costs accrued for the removal and storage. The clean-up must be completed within 30 minutes after the conclusion of the Rental Period.
5. **CANCELLATION:** If a function is canceled with less than ten (10) business days’ notice prior to the reserved use date, a fifty dollar ($50.00) administrative fee charge will be deducted from the prepaid fees and the balance of the security deposit will be refunded to the Agreement Holder within thirty (30) business days. All events canceled more than ten (10) business days prior to the reserved use date and events canceled by the Association will result in a full refund of all prepaid rental fees and Security Deposits.
6. **SPECIAL CONDITIONS:** Agreement Holder warrants that no portion of the activities taking place will be sold, advertised or reported as a fund raising or benefit activity, unless previously disclosed above, and in no circumstances shall a commercial fund raising or benefit activity take place on a weekend. Intent to circumvent this provision shall be grounds for cancellation of this Agreement.
7. **EXCLUSIVITY:** The Agreement Holder and his/her guests will have exclusive use of the Barn Pavilion and its facilities and non-exclusive use of the Clubhouse restrooms. The Clubhouse Center, Exercise Room, and pool are not included during the Period described above. The Clubhouse Center, Exercise Room, rest rooms and pool may be in use by other community residents during the Rental Period.
8. **Prohibited Use:** This Agreement does not grant and specifically prohibits the Agreement Holder’s guest(s) from using or otherwise accessing the Exercise Room and the Pool during the Rental Period, and for an addition one (1) hour period prior to and following the Rental Period. For the avoidance of doubt, the Agreement Holder acknowledges by their execution of this Agreement that they and their guest(s) are prohibited from the both the pool area and the Exercise Room as set forth in the preceding sentence. Violation of this provision is subject to immediate termination of the Agreement with the requirement that the Agreement Holder and his/her guests vacate the Barn Pavilion immediately plus the forfeiture of all payments (rental and security) made under this Agreement.
9. **COMPLIANCE WITH LAW:** The Agreement Holder hereby agrees to comply with and to cause his/her guests to comply with all local and state laws, orders, or 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 Barn Pavilion; which are adopted from time to time, and the stipulations of this Agreement. The Association has the exclusive right to modify the rules and regulations from time to time and shall have no liability to the Agreement Holder for its enforcement or waiver of such rules and regulations. The Agreement Holder hereby agrees and certifies that he/she has received and reviewed a copy of the rules and regulations for the use of the Barn Pavilion.
10. **PERSONAL PROPERTY:** All personal property placed at the Barn Pavilion or elsewhere upon the Association’s property shall be placed at the Agreement Holder’s risk or at the risk of the person owning such property, and the Agreement Holder agrees to hold the Association harmless for loss thereof or damage thereto.
11. **PETS/ANIMALS:** No pets or animals shall be brought in the Barn Pavilion except those assisting the visually impaired or handicapped.
12. **PRE–USE INSPECTION:** The Agreement Holder agrees to be present at the Barn Pavilion at least thirty (30) minutes prior to the reserved time of this Agreement to conduct a pre-use inspection with the designated Association representative to note the condition of the Barn Pavilion and its facilities prior to commencement of the Rental Period.
13. **MONITORING:** The Agreement Holder understands and is aware that the designated Association representative at his/her discretion may be present at any time during the Rental Period to monitor compliance with this Agreement. The Agreement Holder hereby agrees that the designated Association representative, at his/her sole discretion, may terminate the Rental Period at any period in time if the Agreement Holder or his/her guests or invitees are in violation of any of the Association’s legal documents, rules and regulations or County ordinances, or if the activities are deemed contrary to the best interests of the Association. The designated Association representative may terminate the Rental Period if such activities are deemed to put the Barn Pavilion, its property, or the Agreement Holder or his/her guests or invitees at unusual risk. In such instances, no portion of the rental fee will be refunded. In addition, the Security Deposit will be held pending the decision of the Board of Directors in its sole and absolute discretion as to the amount of any penalty, if any, to be deducted as a result of such activity.
14. **USE:** The Agreement Holder hereby agrees that the Barn Pavilion and its premises will be used only for the purpose indicated above and that the use contrary to such purpose may result in forfeiture of a portion or all of the Security Deposit or rental fees paid by the Agreement Holder.
15. **MUSIC:** Non amplified music only shall not start prior to 9:00 AM and shall cease prior to 10:00 p.m.
16. **PUBLIC SAFETY:**
	1. Agreement Holder agrees that at all times it will conduct its activities with regard for public safety and will observe and abide by all applicable regulations and rules requested by all authorized governmental agencies. If Association determines that a proposed event poses a potential hazard to public safety, the event may be cancelled or denied.
	2. All portions of sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by Agreement Holder and shall not be used for any purpose other than an ingress to or egress from the premises by Agreement Holder.
	3. Agreement Holder agrees not to bring onto the premises any material, substances, equipment or object which is likely to endanger the life of, or to cause bodily injury to, any person on the premises or which is likely to constitute a hazard to property thereon without the prior approval of Association. Association shall have the right to refuse to allow any such material, substances, equipment or object to be brought onto the premises and the further right to require its immediate removal there from if found thereon.
	4. Agreement Holder may not install or operate any equipment, fixture or device nor operate or permit to be operated any engine, motor or other machinery or use gas, electricity or flammable substances in the premises without prior specific approval.
	5. Agreement Holder hereby agrees to exercise due care in using the Barn Pavilion and the premises and its facilities, and Agreement Holder also agrees that the furniture, appliances, fixtures, and appurtenances are under his/her control during the Rental Period.
	6. Agreement Holder agrees to protect, indemnify, save and hold harmless Association from any and all claims, demands and causes of action on account of any loss, damage or injury (including death) to persons or property arising directly or indirectly from, or in connection with, the use of the Barn Pavilion and premises herein provided, and caused by the intentional or negligent act or omission of Agreement Holder or its agents, guests, servants, employees or invitees. Moreover, the Agreement Holder shall indemnify the Association for any and all costs or expenses, including but not limited to attorney’s fees, that are incurred by the Association arising out of any loss, claim, injury or damage caused directly or indirectly by his/her in connection with its use of the Barn Pavilion pursuant to this Agreement, against the Agreement Holder and its employees and/or authorized representative, his/her guests, invitees, or servants.

The Association, whether through negligence or otherwise on the part of the Association, is not liable to the Agreement Holder, his/her guests, servants, or invitees for any loss, claim, injury or damage whether to person or property caused by the failure of any plumbing, heating, sewage, electricity, water or gas systems or for failure of any other fixture.

1. **EMERGENCIES:**  The Agreement Holder hereby understands that emergencies are to be reported immediately as follows:

 *FIRST*, to the Police or Fire/Rescue (as appropriate) by dialing 911.

 *SECOND*, to the designated Association representative for the function/event.

*THIRD*, the agreement Holder must complete a written Incident Report documenting the emergency and/or accident.

All accidents, damage and injury, no matter how small, must be logged and explained in detail on the attached Incident Report.

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| Michele Krolick, Sentry Management |  | Michele.krolick@sentrymgt.com |
| Name of Community Association Manager |  | Email of Manager |

1. **ASSIGNABILITY:** The Agreement Holder hereby acknowledges that this Rental Agreement cannot be assigned or transferred to another resident or homeowner of the Association.

The Rental Agreement is not a lease or 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 Rental Agreement, the parties hereto agree that the Association’s liability for damages shall be limited to the amount of Fee(s) and the 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 joint and several obligations of the individual member thereof.

**THE PARTIES ACKNOWLEDGE THAT EACH HAS READ THIS AGREEMENT AND ITS ATTACHMENTS, UNDERSTANDS THEM AND AGREES TO BE BOUND BY THEIR TERMS AND CONDITIONS. FURTHER, THE PARTIES AGREE THAT THIS AGREEMENT, ITS ATTACHMENTS AND ANY REFERENCED DOCUMENTS ARE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES, WHICH SUPERSEDES ALL PROPOSALS OR ALL PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER HEREOF.**

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| **Gibson's Grant Community Association, Inc. Designated Representative of Managing Agent or Board** |  | **Agreement Holder:** |
|  |  |  |
| Signature |  | Signature |
|  |  |  |
| Print Name |  | Print Name |
|  |  |  |
| Title |  | Address |
|  |  |  |
| Date |  | Phone Number |
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|  |  | Date |
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***Alcoholic Beverages Addendum***

I am renting the Barn Pavilion on \_\_\_\_\_\_\_\_\_\_\_\_\_\_. I understand that I will not be allowed to serve or sell any alcoholic beverages in the Barn Pavilion or on its premises during the above referenced date if the following conditions are present: requesting money donation, contribution or door charge for any purpose. I further understand that I will be responsible for any liability, if any, incurred by my guests for violating this addendum on the above-referenced date.

I covenant that alcoholic beverages\_\_\_\_\_ will \_\_\_\_\_ will not be served at the event. Under no circumstances may any person under the age of twenty-one (21) years consume or be allowed to consume alcoholic beverages within the Barn Pavilion or on the property appurtenant thereto.

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| Agreement Holder’s Signature |  | Date |

***Outside Vendors Addendum***

 I am renting the Barn Pavilion on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. I will be hiring and responsible for the following vendors (name, equipment to be brought in and purpose). I covenant that all vendors employed by me are insured.

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Agreement Holder’s Signature Date

Reviewed and approved by Association\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Gibson's Grant Community Association, Inc. Designated Representative of Managing Agent or Board**
***RENTAL AGREEMENT HOLDER RESPONSIBILITIES ACKNOWLEDGMENT***

The Agreement Holder executing the Agreement must be in attendance at said activity at all times during the activity and adhere to the hours on said Agreement. **All functions must end no later than 10:00 p.m**. and guests are required to leave quietly so that neighbors are not disturbed. Ancillary personnel (caterers, etc.) must be off property by 10:30 p.m.

All events/activities must end and the building and premises vacated at or before the end of the Rental Period. All areas must be cleaned no later than thirty (30) minutes after the conclusion of the Rental Period. As a matter of courtesy to the community, please vacate the premises quietly.

**Remove all trash** from Barn Pavilion and both bathrooms (if used) and take it with you for disposal. Heavy-duty trash bags are required to be used for the collection and removal of trash. Wipe up all spills and sweep floors (brooms and dustpans can be found in the stairwell). Failure to remove all trash and/or noncompliance with terms of this agreement will result in a charge against the refundable deposit – amount to be determined by the Association.

Restore the furniture to its original placement.

All Association chairs, tables and equipment shall be returned to their proper storage area following each reserved use, and under no circumstance shall chairs, tables, or other equipment belonging to the Association be removed from the Barn Pavilion.

Turn off any lights turned on.

If using large containers filled with ice to cool beverages, the flooring (hardwood, carpeting, vinyl, etc.) must be protected with plastic, etc. to avoid condensation damage to the flooring.

No candles are to be used that are not in enclosed in glass containers.

No tape or other similar adhesive can be used on the walls to put up decorations, and balloons must be removed prior to vacating the Barn Pavilion.

No decorations are to be attached to the bushes or trees outside of the Barn Pavilion.

No individuals attending the event are allowed into the fitness room or pool as per paragraph 6.

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| Agreement Holder's Signature |  | Date |

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|  |  |  |
| Agreement Holder's Signature |  | Date |

**THANK YOU FOR TAKING CARE OF OUR BARN PAVILION**

**INCIDENT REPORT**

 Completed form to be forwarded immediately to michele.krolick@sentrymgt.com

Date, Time & Place of Incident

Property Damage

Injured Person(s) and contact information

Witness(es) – name(s) and contact information

Incident facts in detail (use back of page as necessary)

Agreement Holder Signature Date