

## Shipley's Choice Swim & Tennis Club, Inc. Clubhouse Rental Contract

This Clubhouse Rental Contract ("the Contract") is executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ By and between Shipley's Choice Swim and Tennis Club, Inc. ("the Club") and \_\_\_\_\_, ("the Member"), whose address is \_\_\_\_\_, and whose phone number is \_\_\_\_\_ and whose email is \_\_\_\_\_.

\_\_\_\_\_ Renter's Name  
 \_\_\_\_\_ Renter's Home Address  
 \_\_\_\_\_ Renter's Phone Number  
 \_\_\_\_\_ Renter's Email

For and in consideration of payment of the rental fee set forth herein, the club does hereby rent to Member; the facilities located at 947 Rustling Oaks Drive, Millersville, MD ("the Clubhouse") on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_ Day                      \_\_\_\_\_ Month                      \_\_\_\_\_ Year

Between the hours of \_\_\_\_\_ AM/PM and \_\_\_\_\_ AM/PM. Member has submitted by separate check, a **deposit of \$200.00** (Two hundred Dollars) and a rental fee check based on chart below \$\_\_\_\_\_.

	<p><b>On weekdays the clubhouse is rented by the hour with 1/2 hour increments allowed. Minimum 1 hour.</b></p> <p><b>Weekend rates are up to 7 hr rentals at a flat rate</b></p> <p><b>Rental time is inclusive of set up and clean up.</b></p>
<b>Monday-Thursday 9am-11pm</b>	\$25/hr
<b>Friday 9am-4pm</b>	\$25/hr
<b>Saturday and Sunday 9am-4pm</b>	\$125
<b>Friday-Sunday 5pm-Midnight</b>	\$175
<b>NOTE-For certain holidays the Saturday rates may apply</b>	

Checks made payable to SCS&TC and mailed to SCS&TC, PO Box 74, Attn: Clubhouse Millersville, MD, 21108.

\*Please mark here if wheelchair access is needed \_\_\_\_\_ 48-72 hours notice is required.

Member hereby covenants that the Clubhouse is to be used and attended by Member and his/her guest(s) on the date and time set forth above for the purpose of:

***(Include the Event and describe the nature of the planned event)***

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***\* The Bond Member must be present at all times during the said function\****

IN WITNESS WHEREOF, the parties to this Agreement have herewith set their hands to this Contract the day and year first above written.

SHIPLEY'S CHOICE SWIM AND TENNIS CLUB, INC.

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Bond Member Signature & Bond Number

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Email

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Date Received by Clubhouse Chair

## ATTACHMENT A LEASE RULES AND REGULATIONS

*Lessee must Read and Initial each Lease Rule listed below*

\_\_\_\_ 1. Member hereby covenants that the Clubhouse is to be used and attended by Member and his/her guest(s) on the date and time set forth above purpose. ***The Bond Member must be present at all times during the said function.***

\_\_\_\_ 2. ***Cancellation Policy:*** Canceling of the event ***2 weeks prior*** to the scheduled date will result in a full refund of rental fee. ***Cancellation one week prior*** to the event will result in 50% of rental fee, and ***any cancellation less than seven days*** will result in a forfeit of full rental fee.

\_\_\_\_ 3. Member anticipates that approximately \_\_\_\_\_ persons will attend the Event. Member acknowledges that applicable fire regulations specify that **no more than 89 persons may occupy the Clubhouse for banquet events and no more than 190 persons may occupy the clubhouse for meetings.** Member covenants that all applicable codes will be complied with. Included in clubhouse rental is use of chairs and tables for about 65 people and a kitchenette with refrigerator, microwave and sink.

\_\_\_\_ 4. Member covenants that alcoholic beverages \_\_\_\_\_ will \_\_\_\_\_ will not be served at the Event. ***If yes, one day event insurance is recommended (NOT required)***

\_\_\_\_ 5. Under no circumstances may any person under the age of 21 consume alcoholic beverages within the Clubhouse or on the property appurtenant thereto.

\_\_\_\_ 6. Member acknowledges that there \_\_\_\_\_ will \_\_\_\_\_ will not be a band present at the Event.

\_\_\_\_ 7. Member understands that rental of the clubhouse, during summer months, ***does not*** include use of the swimming pool or swimming pool area. ***Failure to comply will result in forfeiture of security deposit.***

\_\_\_\_ 8. Member will receive an **email** with lock code for door prior to their event. The clubhouse complex check out inspection form is **required** to be filled out and signed by bond holder attending the event at the end of the evening and left in drop box at the door. Be sure to ***print out a copy of your contract and form*** to have with you for your event. ***Failure to do so will result in loss of deposit.***

\_\_\_\_ 9. Within 48 hours of the scheduled conclusion of the Event, the Club shall cause the Clubhouse to be inspected for damage. If the Clubhouse is determined to be **in acceptable condition Member's deposit check will be shredded.** If the condition of the Clubhouse is not acceptable to the Club, member agrees to forfeit the deposit to the Club. In the event that the deposit is insufficient to cover the Club's cost in making any repairs to the Clubhouse necessary as a result of Member's use of the clubhouse, or the rental fee check is returned unpaid by the Member's bank, Member covenants to reimburse the Club for the deficiency within 30 days of notice. If Member fails to submit reimbursement, Club shall have the right to file an action against Member for all sums due and owing, plus interest at the rate

of six percent (6%) per annum, costs of collections and attorney's fees of not less than \$500.00 or one-third (33-1/3%) of the principal due, whichever is greater, and/or may attach the pool bond given and may revoke said bond for failure to pay.

\_\_\_\_ 10. Members agree and understand that a \$25.00 charge will be assessed to Member for any checks returned unpaid by the Member's bank.

\_\_\_\_ 11. Member acknowledges that he/she has received a copy of the Clubhouse rules, which are attached here to as Exhibit A and incorporated herein by reference. Member agrees to fully comply with all said rules. Member agrees not to disturb the quiet enjoyment of the surrounding homes.

\_\_\_\_ 12. This Contract shall not be effective until executed by both the Club and the Member. Time is of the essence.

\_\_\_\_ 13. Member agrees that he/she will protect and save and keep the Club forever harmless and indemnified against and from any penalty or damage or charges imposed for any violation of any laws or ordinances, whether occasioned by the neglect of the Member, his guest(s) or those holding under Member, and that Member will at all times protect, indemnify and save and keep harmless the Member against and from any and all loss, cost, damage or expense, arising out of or from any accident or other occurrence on or about the Clubhouse, causing injury to any person or property whomsoever or whatsoever and will protect, indemnify and save and keep harmless the Club against and from any and all claims and against and from any and all loss, cost, damage or expense, including reasonable attorney's fees, arising out of any failure of Member in any respect to comply with and perform all the requirements and provisions hereof.

\_\_\_\_ 14. This Contract contains all agreements between the Club and the Member relating to Member's use of the Clubhouse for the Event and may not be modified except by written instrument signed by both parties.

\_\_\_\_ 15. The provisions of this Contract shall be governed by the Laws of the State of Maryland.

\_\_\_\_ 16. In the event that more than one (1) individual has signed this Contract as Bond Member, all individuals acknowledge that their liability for any breach of the terms hereof shall be joint and several.

\_\_\_\_ 17. Member agrees only to advertise use of the clubhouse within the Shipley's Choice community by newsletter or private mailing. No other written advertising is allowed without the written approval of the Shipley's Choice Swim and Tennis Club Board of Directors. **Failure to comply could result in forfeiture of security deposit.**

\_\_\_\_ 18. Party decorations, banners or signs may be adhered to the *white trim only* using 3M Brand command Adhesive strips or hooks. Party decorations, banners or signs are ***NOT*** to be stapled, nailed, tacked or taped (scotch tape, duct taped, etc) on the walls or ceiling light fixtures. **Failure to comply will result in fine(s) assessed or loss of security deposit.**

\_\_\_\_ 19. For safety reasons, candles must be contained and enclosed in glass, ceramic, metal or other non-flammable votive type holder. Candles must be placed on tabletops or countertops. Candles may not be placed on the floors. All wax drippings must be cleaned up after said event. **Failure to comply will result in a fine(s) assessed.**

\_\_\_\_20. NO smoking is allowed in the clubhouse or on clubhouse or pool grounds.

\_\_\_\_21. Noise must be kept to a reasonable level within the Clubhouse Complex. Weekdays: 10:00pm. Friday, Saturday and Sunday 11pm.

\_\_\_\_22. If handicapped accessibility is needed for the said event, member must give chairperson 48-72 hours notice.

\_\_\_\_23. The Bond Member is required to clean the Clubhouse after their event according to the requirements in **Attachment B**.

\_\_\_\_24. Two checks must be made payable *in advance* to Shipley's Choice Swim and Tennis Club, Inc.:

- a. A **non-refundable payment** of \$25/hr for weekday and week night(Monday to Friday), \$125.00 flat rate for weekend day rentals (Saturday and Sunday), \$175.00 flat rate for weekend nights and holidays (Friday to Sunday).
- b. A **refundable payment** of \$200.00 to cover cleaning and/or damages. Cleaning must be completed immediately following the event. The clubhouse will be inspected by the Clubhouse Chairperson and/or the following renter. If it has been satisfactorily cleaned (see checklist) and there are no damages, the entire deposit check will be shredded within two weeks of the event. Any damages or any professional cleaning that has to be done will be deducted from the deposit. If damages exceed the deposit, the repairs will be contracted and billed to the club member. The club member is reminded that his/her bond becomes, in effect, a part of the security.
- c. The club member is subject to board discipline if any of the above rules are violated.

\_\_\_\_25. If any violations are found upon arrival, call the Chairman's voicemail IMMEDIATELY 410-987-7517. Date and time are noted when you call to report the violation(s). Failure to do so will result in your being fined instead of the prior renter.

I have read, initialed and agree to all of the Lease Rules and Regulations listed above

Bond Member Signature: \_\_\_\_\_

Date: \_\_\_\_\_