

Event Reservation & Rental Agreement

Pricing, Terms, and Canditians



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This agreement outlines the rental rules and regulations for the Events Tent, Clubhouse, Pavilions and miscellaneous rentals located within Lake Linganore. It also outlines exercise classes which may occur at the Events Tent, Pavilions, and other amenities. The reservation agreement is issued by Lake Linganore Association (LLA) and accepted by the Member with the following terms and conditions. To lease any event space or equipment, Lessee must be a Member in Good Standing (assessments current/no outstanding violations) with the Association or a Tenant of a Member in Good Standing who has membership rights at least 21 years of age. The Association does not have a regular meeting space for recurring meetings/events; therefore, a separate agreement must be submitted for each reservation (date). The tent and pavilions are outdoor facilities. If it rains the day of your event, water and mud will enter the tent and/or pavilion. If it rains the weeks before your event, there is a high chance there will be dried mud on the tent floor and mildew stains on the tables, chairs, and tent. We are not able to regularly power wash the tent. The Events Tent is exposed to the elements, and we do not recommend renting for wedding and/or receptions. Water clean-up is not an emergency the day of or during an event. Employees are not available weekdays before 9am or after 5pm nor on weekends. The Events tent is unavailable for rental tours until May 1st.

The Events Tent

I. Tent Overview

- 1. Open May 1 through October 31 (10am to 9pm)
- 2. 40' x 100' white tent, high peaked tent accommodates up to 128 guests with a dance floor.
- 3. 33' x 24' dance floor
- 4. 128 people max
- 5. 11 60" round tables
- 6. 10 32" high top tables
- 7. 16-bar stools
- 8. 7 6ft rectangle tables
- 9. 128-White folding chairs
- 10. 1-Portable Bar/Beverage Cart
- 11. 1 4ft gas grills
- 12. Electricity outlets available
- 13. Interior globe lighting
- 14. 2-Porta Potty's are on site within the tent fence

15. Parking available on site and overflow at the Coldstream Parking lot

II. Access

- 16. The Events Tent is located at 6719 Coldstream Dr. New Market, MD 21774
- 17. All reservations are on a first come, first served basis.
- 18. Tent reservations are not accepted until March 1st of the current year.
- 19. All reservations are depending upon the completion and receiving proper permits from Frederick County Permitting Office once the tent is erected.
- 20. Per Frederick County permit requirements, all reservations must have proof of Crowd Manager certificate within 30 days of when the reservation agreement is signed. See page 14 for instructions.
- 21. Lessee must be present for the duration of the event and have Association Membership ID available at all times. Amenity Patrol has the right to ask to see the Lessee's Membership ID.
- 22. Reservations are confirmed upon the completion of this reservation agreement, payment, and if necessary General Manager and/or BoD approval.
- 23. Access to tent begins at 10:00 AM on the event day. All events must end, and all guests must exit tent by 9:00 PM to comply with the LLA and Frederick County noise ordinance.
- 24. The facility will be opened, closed, and secured by the Lessee only. Under no circumstances will lessee share code with guest(s) and/or vendor(s) and must be present while occupied by guest(s) and/or vendor(s).
- 25. Amenity Patrol will do a follow up inspection after scheduled event conclusion. <u>If the premises is found unlocked, a \$20 fee will be withheld from deposit.</u>
- 26. Lessee is responsible for cleaning premises after event. <u>Deposit will be withheld if clean-up is completed by the LLA staff (see "Logistics").</u>
- 27. Lessee is fiscally responsible for any damages to the tent exceeding their deposit.
- 28. No event can exceed 30 nonmembers/nonresidents unless approved in writing by LLA.
- 29. No facility can be rented for business/promotional purposes except approved by the General Manager and/or the BoD.

III. Payment

- 30. There is a \$350 refundable deposit and \$360 rental fee due with the signed agreement to reserve your date.
- 31. Credit card or check payment is accepted. If paying with a check, check must be received within 3 business days of making reservation to avoid cancellation.
- 32. Additional rental fees can be found under "Rates" on page 14.

IV. Cancellations (not including Exercise classes)

- 33. If a reservation is cancelled within 7 days of the start of the booking, 100% of the rental fee will be retained. The deposit will be refunded.
- 34. General Manager or Board of Directors have the right and sole discretion to end the party at any time for breach of this agreement and/or LLA Rules & Regulations. No refund will be granted in such circumstances.
- 35. In the instance of severe weather that could cause harm to Lessee and guests (lightning), the attendees may be required to exit premises. Refunds may be issued on a prorated basis.

V. Logistics

- 36. Lake Linganore Association will provide tables and chairs at the facility.
- 37. The Lessee is responsible for set-up and breakdown of tables and chairs.
- 38. The Lessee is responsible for clean-up. This includes returning the facility to its original state (i.e. layout upon arrival). Failure to do so will result in deposit forfeiture.
- 39. Service closet- For inclement weather /general cleaning, there is a storage shed located outside the tent off the paved path leading to the barn for lessee use.
- 40. The Lake Linganore Association staff must review and approve all proposed logistical plans for the use of the premises a minimum of 14 days prior to the event (i.e. additional lighting, music plans, etc.).
- 41. Lessee will be held responsible for any and all damages, clean-up, and violations caused by Lessee or guests. Lessee and guests must adhere to all Lake Linganore Association Rules and Regulations.
- 42. The Lake Linganore Association Recreation Tent is a non-smoking/vaping venue. Smoking/vaping is not permitted within the confines of the fenced area. There is a smoking section located outside the gated area.
- 43. The tent dance floor is for dancing and/or exercise programs only. No tables or other heavy items are permitted on the dance floor.
- 44. Tent sidewalls remain "as is" (up or down) depending on the time of year.
- 45. The Lessee or agents, vendors, servers, employees, invitees, and/or visitors, will take good care of the Lake Linganore facilities, fixtures, and equipment and will not remove any such personal property from the facility. All aforementioned persons will not deface any Lake Linganore displays or erect any signs, advertisements, notices, awnings, tents, or similar items without prior written consent.
- 46. Lessee, agents, vendors, servers, employees, invitees, and/or visitors will be made aware they may enter the property only when Lessee has access to the tent per this agreement with Lake Linganore Association. Vendors are unable to set up or tear down outside of the rental agreement. Lessee is responsible for all agents, vendors, servers, employees.
- 47. Lake Linganore Association will be notified, by written listing, of any vendor items, which will be left for pick up on the next business day. Lake Linganore Association is not responsible for any left behind items.
- 48. A final attendance count is due 7 days prior to event.
- 49. Amenity Patrol must be present for events where alcohol is present. Amenity Patrol must be a service added on to your rental 14 days prior to your event. (See "Alcohol" on page 5). Cost of the service will be charged to the Lessee. This service is nonnegotiable.

VI. Music

50. Music is permitted within the tent and must end by 9:00 PM in order to comply with LLA and Frederick County noise ordinances.

VII. Decorations

- 51. Decorations may not be hung from the tent without prior approval from LLA at least two weeks in advance (this includes, but is not limited to flower petals, balloons, fog machines, pyrotechnics, sparklers, additional lighting, and blowing bubbles).
- 52. The use of glues, glitter, confetti, rice, and other substances are prohibited.
- 53. All decorations must be removed (without causing damage) by the end of the reserved time.
- 54. The only adhesive material allowed on the walls/pillars is drafting/painters tape which will not damage surfaces. No masking tape, duct tape, electrical tape, transparent tape or double sided tape is allowed. All other decorations must be freestanding. Nails and staples may NOT be used anywhere.
- 55. Any use of candles must be approved by the facility. All candles must be contained or enclosed in

- glass. The flame must be at least two (2) inches below the height of the glass.
- 56. Combined tent outlet capacity is 40 amps (the outlets are connected to two 20 amp circuits). Any additional electrical needs will require a generator at the expense and responsibility of the Lessee.

VIII. Insurance and Disclosure

- 57. Lake Linganore Association shall not be responsible for any liability for any such injury, death, or damage occurring anywhere upon the Lake Linganore facilities (i) by reason of the Lessee's occupancy of or use of Lake Linganore facilities or a portion of the Association facilities, or (ii) because of fire, windstorm, act of God or other cause unless primarily caused by gross negligence or intentionally tortuous act or omission by Lake Linganore Association.
- 58. Lessee shall hold LLA harmless against and from any and all liability or claim of liability arising out of (1) the use, occupancy, conduct, operation or management of the LLA facilities by the Lessee and/or Lessee's agents, contractors, servers, employees, guests during the term of this agreement, or (2) any act whatsoever done or not done on the LLA facilities during the term of this agreement, or (3) any breach or default by the Lessee in performing any of its obligations under the provisions of this agreement or applicable law or (4) negligent, intentionally tortuous or other act of omission of the Lessee or Lessee's agents, contractors, servers, employees, guests, invitees, and visitors during the term of this agreement, or (5) any injury to or death of any person or damage to any property occurring on the LLA facilities during the term of this agreement.
- 59. General Manager or Board of Directors have the right and sole discretion to end the event at any time for any breach of this agreement or failure to abide by any and all LLA rules and regulations. No refund will be granted in such circumstances.
- 60. If there are over 50 people or alcohol (beer and/or wine-liquor prohibited), the Lessee shall provide a certificate of insurance naming Lake Linganore Association Inc. as additional insured at least thirty (30) days prior to the event covering Lake Linganore Association, Inc. through the date of the event. Insurance is to include an amount not less than \$50,000 Combined Single Limit for Bodily Injury and Property Damage, and Host Liquor Liability if alcohol is being served.

IX. Alcohol

- 61. Alcohol is permitted under the following conditions:
 - a. BYOB&W = Bring your own beer and wine, is allowed for gatherings of up to 50 people.
 - b. Liquor is strictly prohibited- Including but not limited to Vodka, Gin, Rum, Whiskey, Burbon, Tequila ect.
 - c. All Federal, State and local laws are observed.
 - d. For events hosting more than 50 people and/or wishing to serve alcohol; you must hire a Certified Bartender (i.e. catering company) to service and supply the event.
 - e. The Bartender has final say on service limits.
 - f. Glass containers are prohibited other than those handled by the Certified bartender.
 - g. Amenity Patrol must be present for all events where alcohol is present (such as birthdays, fundraisers, wine tastings, corporate parties or receptions). This service is nonnegotiable. Cost of the service will be charged to the Lessee at currently contracted hourly rate. Payment must be made to Lake Linganore Association and received 14 days prior to event.
 - h. Any event charging for alcohol (including an entrance/registration fee), requires a permit from Frederick County (per Frederick County Liquor Board). Proof of permit must be provided to the event coordinator at least 3 days prior to the event. Failure to do so may result in event cancellation and forfeiture of rental fee.

X. Non-profit organizations

- 62. Non-profit organization functions may only take place at the tent under the following circumstances:
 - a. All above rules and regulations are observed.
 - b. The private event is held solely by a Lessee as defined in paragraph 1 of this document.
 - c. The Lessee is an employee or leader of the organization.
 - d. Non-profits may receive a discount on tent rental if approved by the Board of Directors or General Manager.

The Clubhouse

- I. Clubhouse Overview (security cameras are present except in restrooms)
 - Rentals available year-round: 10am to 3pm and/or 5pm to 10pm. Except the following: New Year's Day, Martin Luther King Jr Day, President's Day, Good Friday, Easter Sunday, Memorial Day, Independence Day, Labor Day, Halloween, Thanksgiving, Black Friday, Christmas Eve, Christmas Day, New Year's Eve.
 - If renting the 10am to 3pm time slot, the Clubhouse cannot be accessed until 10am for set up and must be cleaned, vacated, and secured by 3pm.
 - <u>If renting the 5pm to 10pm time slot, the Clubhouse cannot be accessed until 5pm for set up and must be cleaned, vacated, and secured by 10pm.</u>
 - If renting the full day, the Clubhouse cannot be accessed until 10am for set up and must be cleaned, vacated, and secured by 10pm.
 - 2. Open floor plan will accommodate up to 48 guests total
 - 3. Association office spaces within the clubhouse may not be utilized.
 - 4. 10-small roller rectangle tables (can hold up to 4 guests at a table)
 - 5. 2 -6ft folding rectangle tables
 - 6. 15-executive rolling chairs
 - 7. 32-white folding chairs
 - 8. 1-lounge section that includes 2 chairs, 1 couch, and 1 coffee table (cannot be move)
 - 9. A fridge, microwave, dish washer, and kitchen sink are available.
 - 10. Men's bathroom (1 stall)
 - 11. Women's bathrooms (2 stalls)
 - 12. Parking available at the Oakdale Pool Parking Lot

II. Access

- 14. The clubhouse is located at 6001 Fallfish Ct. New Market, MD 21774
- 15. Staff may be present during business hours (Monday through Friday; 9am 5pm).
- 16. Residents may access the Clubhouse during private event for business purposes only if staff is present (Monday through Friday; 9am 5pm).
- 17. All reservations are granted on a first come, first served basis.
- 18. Lessee must clean, wipe down tables, take out the trash to the dumpster (located in pool parking lot), and replace all trash bags (found in the service closet), sweep and vacuum after the completion of rental. Failure to do so may result in loss of the deposit and damages above and beyond if incurred. All cleaning supplies can be found in the service closet next to the lounge section.

- 19. Lessee must be present for the duration of the event and must have Association Member ID available at all times. Amenity Patrol has the right to ask to see the Lessee's Membership ID.
- 20. Reservations are confirmed upon the completion of this reservation agreement, payment, and if necessary General Manager and/or BoD approval.
- 21. The facility will be opened and closed and secured by the Lessee. LLA Staff/Amenity Patrol will do a follow up inspection after scheduled event conclusion. If the premises is found unlocked, a \$20 fee will be withheld from deposit.
- 22. Lessee responsible for cleaning premises after event. <u>Deposit will be withheld if clean-up is</u> completed by the LLA staff (see "Logistics").
- 23. Lessee is fiscally responsible for any damages to the clubhouse exceeding their deposit.
- 24. No event can exceed 30 nonmembers/nonresidents unless approved in writing by LLA.
- 25. Exercise classes are not permitted at the clubhouse.
- 26. While renting the clubhouse, Lessee and guests are not permitted to utilize the Oakdale Pool. Lessee and guests are not permitted to go back and forth between the clubhouse and pool. Wet bathing suits are not permitted inside of the clubhouse. The clubhouse is its own space and cannot be rented for "pool parties". Failure to comply may result in in forfeiture of event and all fees/deposits along with compliance action.

III. Payment

- 27. There is a \$350 refundable deposit and \$250 rental fee due with the signed agreement to reserve your date/time. Full day rentals (10am to 10pm) are available and the rental feel will amount to \$500.
- 28. Payment can be made with credit card or check. If paying with a check, check must be received within 3 business day of making reservation to avoid cancellation.
- 29. Additional rental fees can be found under "Rates" on page 14.
- IV. Cancellations Cancel 7 days or more in advance of booking start date to receive refund.
 - 30. If a cancellation is received within 7 days of the start of the booking, 100% of the rental fee will be retained; the deposit will be refunded.
 - 31. General Manager or Board of Directors have the right and sole discretion to end the party at any time for breach of this agreement and/or LLA Rules & Regulations. No refund will be granted in such circumstances.

V. Logistics

- 32. Lake Linganore Association will provide tables and chairs at the facility per the logistics discussed and agreed upon between the Lessee and LLA Event Coordinator.
- 33. The Lessee is responsible for set-up and breakdown of tables and chairs.
- 34. The Lessee is responsible for clean-up. This includes returning the facility to its original state (i.e. layout upon arrival). Failure to do so will result in deposit forfeiture.
- 35. The Lake Linganore Association staff must review and approve all proposed logistical plans for the use of the premises a minimum of 7 days prior to the event (i.e. additional lighting, music plans, etc.).
- 36. Lessee is prohibited from moving/removing artwork, office space furniture, lounge furniture, fire extinguishers, media equipment, area rugs, signs, etc.
- 37. Lessee will be held responsible for any and all damages, clean-up, and violations caused by Lessee or guests. Lessee and guests must adhere to all Lake Linganore Association Rules and Regulations.

- 38. The Lake Linganore Association clubhouse is a non-smoking/vaping venue.
- 39. The audio-visual equipment in the Clubhouse is not available for use and may not be moved/removed. Failure to comply will result in loss of the deposit.
- 40. Lessee or Lessee's agents, vendors, servers, employees, invitees, and/or visitors, will take good care of the Lake Linganore facilities, fixtures, and equipment and will not remove any such personal property from the facility. All aforementioned persons will not deface any Lake Linganore displays or erect any signs, advertisements, notices, or similar items without prior written consent.
- 41. Lessee's agents, vendors, servers, employees, invitees, and/or visitors will be made aware they may enter the property only when Lessee has access to the clubhouse per this agreement with Lake Linganore Association. Vendors are unable to set up or breakdown outside of the rental agreement. Lessee is responsible for all agents, vendors, servers, employees.
- 42. Lake Linganore Association will be notified, by written listing, of any vendor items, which will be left for pick up on the next business day. Lake Linganore Association is not responsible for any left behind items.
- 43. A final attendance count is due 7 days prior to event.
- 44. Amenity Patrol must be present for events where alcohol is present (See "Alcohol" on page 8). Required add on booking 14 business days prior to the event. Amenity Patrol is need during the time frame your guests are at the amenity with alcohol present. (Time frame should not include set up and clean up time, unless alcohol is consumed.) Cost of the service will be charged to the Lessee. This service is nonnegotiable.

VI. Music

45. Music is permitted within the clubhouse and must end by 10:00 PM in order to comply with LLA and Frederick County noise ordinances.

VII. Decorations

- 46. Decorations may not be hung on the walls of the clubhouse.
- 47. The use of glues, glitter, confetti, rice, and other substances are prohibited.
- 48. All decorations must be removed (without causing damage) by the end of the reserved time.
- 49. All other decorations must be freestanding. Nails and staples may NOT be used anywhere.
- 50. Candles of any kind are prohibited in the clubhouse.
- 51. Violation of any of the above may result in forfeiture of deposit.

VIII. Insurance and Disclosure

- 52. Lake Linganore Association shall not be responsible for any liability for any such injury, death, or damage occurring anywhere upon the Lake Linganore facilities (i) by reason of the Lessee's occupancy of or use of Lake Linganore facilities or a portion of the Association facilities, or (ii) because of fire, windstorm, act of God or other cause unless primarily caused by gross negligence or intentionally tortuous act or omission by Lake Linganore Association.
- 53. Lessee shall hold LLA harmless against and from any and all liability or claim of liability arising out of (1) the use, occupancy, conduct, operation or management of the LLA facilities by the Lessee and Lessee's agents, contractors, servers, employees, guests, invitees and visitors during the term of this agreement, or (2) any act whatsoever done or not done on the LLA facilities during the term of this agreement, or (3) any breach or default by the Lessee in performing any of its obligations under the provisions of this agreement or applicable law or (4) negligent, intentionally tortuous or other act of omission of the Lessee or Lessee's agents, contractors, servers, employees, guests, invitees, and visitors during the term of this agreement, or (5) any injury to or death of any person or damage to any property occurring on the LLA facilities during the term of this agreement.
- 54. General Manager or Board of Directors have the right and sole discretion to end the event at any time for any breach of this agreement or failure to abide by any and all LLA rules and regulations. No refund will be granted in such circumstances.

55. If alcohol is present, the resident shall provide a certificate of insurance naming Lake Linganore Association Inc. as additional insured at least thirty (30) days prior to the event covering Lake Linganore Association, Inc. through the date of the event. Insurance is to include an amount not less than \$500,000 Combined Single Limit for Bodily Injury and Property Damage, and Host Liquor Liability if alcohol is being served.

IX. Alcohol

- 56. Alcohol is permitted under the following conditions:
 - a. BYOB&W = Bring your own beer and wine, is allowed for gatherings of up to 48 people.
 - b. Liquor is strictly prohibited- Including but not limited to Vodka, Gin, Rum, Whiskey, Burbon, Tequila, ect.
 - c. All Federal, State, and local laws must be observed.
 - d. For events wishing to serve alcohol, you must hire a Certified Bartender (i.e. catering company) to service and supply the event.
 - e. The Bartender has final say on service limits.
 - f. Glass containers are prohibited except those handled by the Certified bartender.
 - g. Amenity Patrol must be present for all events where alcohol is present (such as birthdays, fundraisers, wine tastings, corporate parties, or receptions). This service is nonnegotiable. Additional add on of Amenity Patrol service will be charged to the Lessee at the currently contracted hourly rate. Payment must be made via credit card within 3 business days of reservation and 14 days prior to event.
 - h. Any event charging for alcohol (including an entrance/registration fee), requires a permit from Frederick County (per Frederick County Liquor Board). Proof of permit will need to be provided to the event coordinator at least 3 days prior to the event. Failure to do so may result in event cancellation and forfeiture of rental fee.
 - i. Amenity Patrol is required when your guests are at the amenity and alcohol is present. (Time frame should not include set up and clean up time unless alcohol is consumed.)

X. Non-profit organizations

- 57. Non-profit organization functions may only take place at the clubhouse under the following circumstances:
 - a. All above rules and regulations are observed.
 - b. The private event is held solely by a Lessee as defined in paragraph 1 of this document.
 - c. The Lessee is an employee or leader of the organization.
 - d. Non-profits may receive a discount on clubhouse rentals if approved by the BoD or GM.

XI. Sub Associations of LLA (West Winds HOA, Audubon Condos, Linganore Garden Condos)

- e. May rent the Clubhouse once per month for meetings after 4:00 pm Monday Thursday only (excluding holidays) for a reduced fee structure.
- f. Must submit Single deposit for fiscal year; it is either refundable at the end of the year unless previously notified or may carry-over to the next year if requested by the Sub-Association.
- g. If post inspection determines withholding deposit, the full deposit will not be returned, and a new appropriate deposit would be required for future rentals.
- h. Full signed rental agreement must be received.
- i. 50% booking fee for each use.
- j. Friday/Saturday/Sunday rental(s) would require full deposit and full standard rental fee for each meeting.

- XII. 24 Hour Answering Service
 - 1. Facility related emergencies after hours- 301-293-3802
- XIII. LLA Amenity Patrol (non-emergency; not 24 hr.)
 - 1. Amenity Patrol- 301-865-8958

Pavilions: Woodridge North, Woodridge South, Pinehurst, and Summerfield

I. Access

- 1. Access to pavilions begins at 9:00 AM on the event day. All reservations must end and exit by 9:00 PM
- 2. The pavilions are available to rent year-round but only porta pots will be available at the pavilions April through October.
- 3. Woodridge North pavilion does not have an exact address, but 6840 Woodridge Road will bring you closest to the pavilion. The pavilion will be located just across the street from this address. This pavilion <u>does not</u> have lights or electricity. The Woodridge North pavilion has four picnic tables. Six to eight people can fit at each table. Approximately 24-32 people total can fit under the pavilion.
- 4. Woodridge South pavilion located at 6728 Woodridge Road. This pavilion <u>does</u> have lights and electricity. The Woodridge South pavilion has six picnic tables and one grill. Six to eight people can fit at each table. Approximately 36-48 people total can fit under the pavilion.
- 5. Pinehurst Pavilion is located at 6510 East Lakeridge Road. This pavilion <u>does</u> have lights and electricity. The Pinehurst pavilion has eight picnic tables and three grills. Six to eight people can fit at each table. Approximately 48-64 people total can fit under the pavilion (see page number 23 under "Insurance and Disclosures" on page 7 for more than 50 people).
- Summerfield Pavilion is located at 6232 Sawyer Road. This pavilion <u>does not</u> have lights or electricity. The Summerfield pavilion has four picnic tables and one grill. Six to eight people can fit at each table. <u>Approximately 24-32</u> people total can fit under the pavilion.
- 7. Hamptons Pavilion is located at the tot lot off Saponi Drive and Bodkin Way. This pavilion does not have lights but does have electricity. The Hamptons pavilion has 4 picnic tables. Six to eight people can fit at each table. Approximately 24-32 people total can fit under the pavilion.
- 8. Driving instructions to pavilions may not be accurate or up to date on directional websites and apps. These addresses were determined by Frederick County. When driving to the addresses provided, please keep an eye out for the pavilions as it should be within the vicinity.
- 9. Any planned gathering of more than ten (10) people constitutes an event.
- 10. No event can exceed 30 nonmembers/nonresidents unless approved in writing by LLA.
- 11. Glass containers are not permitted.
- 12. Alcoholic beverages are not permitted at the pavilions.
- 13. No open fires.
- 14. Properties surrounding the pavilion are private and not available to events.
- 15. Amenity Patrol will be notified of events and will monitor activity.

II. Cost and cancellations

- 15. There is a \$100 refundable deposit and \$75 rental fee due with the signed agreement to reserve your date.
- 16. Lessee is responsible for cleaning premises after event and leaving the structure the way the

- found it. Deposit will be withheld if clean-up is completed by the LLA staff.
- 17. Lessee is fiscally responsible for any damages to the event space exceeding their deposit.
- 18. If a reservation is cancelled within 7 days of the start of the booking, 100% of the rental fee will be retained. The deposit will be refunded.
- 19. General Manager or Board of Directors have the right and sole discretion to end the party at any time for breach of this agreement and/or LLA Rules & Regulations. No refund will be granted in such circumstances.
- 20. In the instance of severe weather that could cause harm to Lessee and guests (lightning), the attendees may be required to exit premises. Refunds may be issued on a prorated basis.

III. Parking

- 21. It is suggested that the best parking option for guests is to park in Coldstream Pool parking lot or Lessee's driveway. Guests are also allowed to park on the street at the pavilions in such a way not to impede road traffic or block access to homes when attending functions at pavilions.
- 22. No guest parking is allowed at Brosius Dam parking lot.
- 23. Only vehicles bearing a barcode sticker are permitted to park in designated amenity parking areas and spaces. **All other vehicles may be towed.**

IV. Insurance and Disclosure

- 24. In cases of severe weather that would cause harm to attendees (i.e. lightning), LLA may require event to end early or be cancelled for the day.
- 25. Lake Linganore Association shall not be responsible for any liability for any such injury, death, or damage occurring anywhere upon the Lake Linganore facilities (i) by reason of the Lessee's occupancy of or use of Lake Linganore facilities or a portion of the Association facilities, or (ii) because of fire, windstorm, act of God or other cause unless primarily caused by gross negligence or intentionally tortuous act or omission by Lake Linganore Association.
- 26. Lessee shall hold LLA harmless against and from any and all liability or claim of liability arising out of (1) the use, occupancy, conduct, operation or management of the LLA facilities by the Lessee and Lessee's agents, contractors, servers, employees, guests, invitees and visitors during the term of this agreement, or (2) any act whatsoever done or not done on the LLA facilities during the term of this agreement, or (3) any breach or default by the Lessee in performing any of its obligations under the provisions of this agreement or applicable law or (4) negligent, intentionally tortuous or other act of omission of the Member/Leaseholder who holds membership rights of any of its agents, contractors, servers, employees, guests, invitees, and visitors during the term of this agreement, or (5) any injury to or death of any person or damage to any property occurring on the LLA facilities during the term of this agreement.
- 27. General Manager or Board of Directors have the right and sole discretion to end the event at any time for any breach of this agreement or failure to abide by any and all LLA rules and regulations. No refund will be granted in such circumstances.
- 28. If there are over 50 people, the resident shall provide a certificate of insurance naming Lake Linganore Association Inc. as additional insured at least thirty (30) days prior to the event covering Lake Linganore Association, Inc. through the date of the event. Insurance is to include an amount not less than \$500,000 Combined Single Limit for Bodily Injury and Property Damage.

Exercise Classes

I. Access

- 1. The Lessee must be the instructor and may provide a series of classes for Members and accompanied guests (once a week, bi weekly, etc.) at the Tent M-F between 9am-5pm unless the Lessee holds a crowd manager certificate (see page 10).
- 2. Classes held at other amenity locations within the Association may be considered (i.e., beach, lake, park, open common area etc.). If approved, classes may be held Monday through Thursday between 7 am and 10 am and 6 pm to 8 pm at the specified location. Classes are for Members and their accompanied guests only. Any and all amenity rules and regulations must be observed (including the guest policy).
- 3. Classes must have a consistent schedule and all dates of classes must be provided when submitting the reservation agreement.
- 4. Class scheduling is based on a first come, first serve basis.
- 5. All relevant terms and conditions listed under "The Events Tent" must be observed at the Tent and other amenity locations (example: Music, Insurance and Disclosure, etc.).
- 6. Exercise classes are not permitted at the clubhouse.
- 7. In the event of more than 50 people in attendance, Lessee must obtain a crowd management certificate.

II. Cost

- 8. For providing the community a service, in lieu of the normal deposit and rental fee(s), 15% of class participation funds are due (i.e. 85% of participation fees will be kept by Lessee and 15% of participation fees will be paid to LLA). This pertains to classes given anywhere on Lake Linganore common area (i.e. beach, tent, open common area, etc.).
- 9. In return, the Lessee may charge their personal class rates and the Association will inform the Members of upcoming classes and costs. Lessee is responsible for informing the Association of class pricing.
- 10. Class participation list and funds must be submitted to the LLA office within 24 hours of the end of each class via the drop box or in person at the Association business office located at 6718 Coldstream Drive, New Market, unless otherwise discussed and agreed upon with Leasing Coordinator.

III. Cancellations

11. If unable to instruct on a scheduled day, please make the office aware as soon as possible so the Association may communicate to the Membership.

IV. Insurance and Disclosure

- 12. Lessee must provide LLA with a liability waiver.
- 13. In cases of severe weather that would cause harm to members (i.e. lightning), LLA may require the exercise class to end early or be cancelled for the day.
- 14. General Manager or Board of Directors have the right and sole discretion to end the exercise class.

- 15. Lake Linganore Association shall not be responsible for any liability for any such injury, death, or damage occurring anywhere upon the Lake Linganore facilities (i) by reason of the Lessee or Lessee's agent's, employees' or participants' occupancy of or use of Lake Linganore facilities or a portion of the Association facilities, or (ii) because of fire, windstorm, act of God or other cause unless primarily caused by gross negligence or intentionally tortuous act or omission by Lake Linganore Association.
- 16. Lessee shall hold LLA harmless against and from any and all liability or claim of liability arising out of (1) the use, occupancy, conduct, operation or management of the LLA facilities by the Lessee and/or Lessee's agents, contractors, servers, employees, guests, invitees and visitors during the term of this agreement, or (2) any act whatsoever done or not done on the LLA facilities during the term of this agreement, or (3) any breach or default by the Lessee in performing any of its obligations under the provisions of this agreement or applicable law or (4) negligent, intentionally tortuous or other act of omission of the Lessee or Lessee's agents, contractors, servers, employees, guests, invitees, and visitors during the term of this agreement, or (5) any injury to or death of any person or damage to any property occurring on the LLA facilities during the term of this agreement.
- 17. General Manager or Board of Directors have the right and sole discretion to end the event at any time for any breach of this agreement or failure to abide by any and all LLA rules and regulations. No refund will be granted in such circumstances.
- 18. If there are over 50 people or the Lessee shall provide a certificate of insurance naming Lake Linganore Association Inc. as additional insured at least thirty (30) days prior to the event covering Lake Linganore Association, Inc. through the date of the event. Insurance is to include an amount not less than \$500,000 Combined Single Limit for Bodily Injury and Property Damage.
- 19. Alcohol is not permitted at exercise classes or events.
- 20. Lessee must provide LLA with a liability waiver.
- 21. In cases of severe weather that would cause harm to members (i.e. lightning), LLA may require the exercise class to end early or be cancelled for the day.

Miscellaneous rentals

I. Moon Bounce

- 1. Lessee must pick up the moon bounce the day prior to the rental and return to the LLA office the next business day.
- 2. Email to confirm pick up and drop off will be received within the week as reminder of rental.
- 3. Payment must be made via credit card at time of reservation rental.
- 4. Residents should read Instructions and safety information to ensure proper installation.
- 5. Residents must use all 8 anchor stakes and secure them to the ground.
- 6. Moon bounce is not intended for inside use, outdoors only.
- 7. Notify LLA staff of any damages or holes to the moon bounce. If returned in non-working condition or must be replaced, your account will be charged the replacement value.
- 8. LLA recommends abiding by all manufacturer's instructions. Play at your own risk, always follow common sense safety practices.
- 9. Instruction manual & Safety Guide can be found taped inside the moon bounce tote lid.

II. Lawn Jenga

1. Resident must pick up the lawn jenga the day prior to the rental and return them to the LLA office the

- next business day.
- 2. Email to confirm pick up and drop off will be received within the week as reminder of rental.
- 3. Payment must be made via credit card at time of making reservation.

III. Corn hole boards

- 1. Resident must pick up the corn hole boards the day prior to the rental and return them to the LLA office the next business day.
- 2. Email to confirm pick up and drop off will be received within the week as reminder of rental.
- 3. Payment must be made via credit card at time of making reservation.

Rates

The Events Tent (due at time of reservation)

Rental Fee (All items listed pg. 2 "Tent Overview" are included)	\$360
Deposit	\$350

The Clubhouse (due at time of reservation)

Time Slot Rental Fee (10am to 3pm OR 5pm to 10pm): (All items listed pg. 6 "Clubhouse Overview" are included)	\$250
Full Day Rental Fee (10am to 10pm):	\$500
Deposit	\$350

Additional Fees (may require additional agreement)

Moon Bounce	\$50
Lawn Jenga	\$50
Cornhole	\$50
Amenity Patrol	\$35 per hour (with 3 HR min.)

Pavilions (due at time of reservation)

Rental Fee	\$75
Deposit	\$100

Exercise class

Class cost: 15% of class participation funds

Total due 24 hours after each class

Crowd Manager

Per Frederick County, a Crowd Manager must be present at each event held at the tent. Members can register and take the online training course through the Fire Marshall Support Service website (https://crowdmanagers.com/) and pay any associated fees. A copy of the certificate obtained for completing the course must be provided to the LLA Event Coordinator 30 days after the reservation agreement is signed (and prior to the reservation day).

LLA sanctioned committees holding official meetings are exempt from fees.