



Lake Linganore
Association
at Eaglehead

**EVENT RESERVATION &
RENTAL AGREEMENT**

2018 Pricing, Terms, and Conditions

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This agreement outlines the rental rules and regulations for the Events Tent and Pavilion locations within Lake Linganore. It also outlines exercise classes which may occur at these locations and other amenities. The reservation agreement is issued by Lake Linganore Association (LLA) and accepted by the member with the following terms and conditions. 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 will enter the tent and/or pavilion.** Water clean-up is not an emergency the day of or during an event. Employees are not site weekdays before 9am or after 5pm nor on weekends.

THE EVENTS TENT

I. Tent Overview

1. **Open May 1 through October 31** (10am to 9pm Sunday-Thursday • 10am to 10pm Friday & Saturday)
2. **Not open to the public.**
3. 40' x 100' white, high peaked tent accommodates up to 200 guests with a dance floor.
4. 33' x 24' dance floor
5. 200 people max seated
6. 10– 60" round tables
7. 7-32" high top tables
8. 5 - 6ft rectangle tables
9. 4-8ft rectangle tables
10. 150 White folding chairs
11. 1 Portable Bar/Beverage Cart
12. 2 Four foot gas grills
13. Electricity available
14. Interior globe lighting
15. Porta Potty on site
16. Parking available on site and overflow at the Coldstream Parking lot

II. Access

17. All reservations are based on a first come, first served basis.
18. 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 10 for instructions.
19. The tent is an amenity for Lake Linganore residents. Reservation must be made by a LLA Member or leaseholder, and a LLA Member or Leaseholder must be present for the duration of the event. Amenity Patrol has the right to ask to see the reservation holder's Membership ID.
20. Only members and leaseholders in good standing with the LLA may rent the tent.
21. Reservations are confirmed upon the completion of this reservation agreement, payment, and if necessary General Manager and/or BoD approval.
22. Access to tent begins at 10 AM on the event day. All events must end and the tent must be exited by 9:00 PM Sunday through Thursday and 10:00 PM Friday and Saturday to comply with the LLA and Frederick County noise ordinance.

23. The facility will be opened, closed and secured by the member or leaseholder. 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.
24. Holidays and/or holiday weekends are subject to higher rental charge if date is available and approved.
25. Member/leaseholder is responsible for cleaning premises after event. Deposit will be withheld if clean-up is completed by the LLA staff (see "Logistics").
- 26. Member/leaseholder is fiscally responsible for any damages to the tent exceeding their deposit.**
27. Member/leaseholder must have LLA membership card with them at date of reservation.

III. Payment

28. **There is a \$100 refundable deposit and \$360 rental fee due with the signed agreement to reserve your date.**
29. Additional rental fees can be found under "Rates".

IV. Cancellations (not including Exercise classes)

30. If a reservation cancellation is received more than 30 days prior to the reserved date, a refund will be issued less a \$20 cancellation fee which will be deducted from the deposit.
31. If a reservation cancellation is received 30 days or less prior to the reservation date, 50% of the reservation fee will be refunded.
32. Cancellations received within 72 hours of the reservation date are non-refundable.
33. 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. If the instance of severe weather that would cause harm to members (lightning), the party may be required to exit the tent. Refunds may be issued on a prorated basis.

V. Logistics

34. Lake Linganore Association will provide the tables and chairs at the facility per the logistics discussed and agreed upon between the Member/Leaseholder and LLA Event Coordinator.
35. The Member/Leaseholder is responsible for set-up and breakdown of tables and chairs.
36. The Member/Leaseholder 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 (See #9 under "Access").
37. 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.).
38. Member/Leaseholder will be held responsible for any and all damages, clean-up, and violations caused by Member/Leaseholder or guests. All Members/Leaseholders and guests must adhere to all Lake Linganore Association Rules and Regulations.
39. 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.
40. The tent dance floor is for dancing and/or exercise programs only. No tables or other heavy items are permitted on the dance floor.
41. Tent sidewalls remain "as is" (up or down) depending on the time of year. Any modification requests will incur an additional charge.

42. The Member/Leaseholder 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.
43. All Member's/Leaseholder's agents, vendors, servers, employees, invitees, and/or visitors will be made aware they may enter the property only when Member/Leaseholder 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. Member/Leaseholder is responsible for all agents, vendors, servers, employees.
44. 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.
45. A final attendance count is due 14 days prior to event.
46. Amenity Patrol will be present for events where alcohol is present (See "Alcohol"). Cost of the service will be charged to the resident. This service is nonnegotiable.

VI. Music

47. Music is permitted within the tent and must end by 9:00 PM Sunday through Thursday and 10:00 PM Friday and Saturday in order to comply with LLA and Frederick County noise ordinances.

VII. Decorations

48. 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 rice, confetti, flower petals, balloons, glitter, fog machines, pyrotechnics, sparklers, additional lighting, and blowing bubbles).
49. The use of glues, glitter, and other substances may be prohibited.
50. All decorations must be removed (without causing damage) by the end of the reserved time.
51. The only adhesive material allowed on the walls/pillars is drafting 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.
52. 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.
53. 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 Member/Leaseholder.

VIII. Insurance and Disclosure

54. 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 Member's/Leaseholder'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.
55. Member/Leaseholder 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 Member/Leaseholder and/or the Member's/Leaseholder'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 Member/Leaseholder 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 or 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.

56. 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.
57. If there are over 50 people or alcohol is being served, 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

58. 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. Alcohol may not be served to minors.
 - c. For events hosting more than 50 people and/or wishing to serve/have liquor; you must hire a Certified Bartender to service and supply the event.
 - d. The Bartender has final say on service limits.
 - e. Glass containers of any kind are not permitted, other than wine and liquor bottles handled by the bartender.
 - f. Amenity Patrol will be present for all events where alcohol is served (such as birthdays, fundraisers, wine tastings, corporate parties or receptions). This service is nonnegotiable. Cost of the service will be charged to the resident.
 - g. 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 prior to the event.

X. Non-profit organizations

59. 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 Member of the community.
 - c. The Member of the community 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.
 - e. We do not have a regular meeting space.

PAVILIONS: WOODRIDGE AND PINEHURST

I. Access

1. Reservation must be made by a Member or Leaseholder. Member or leaseholder must be in attendance at all times. Amenity Patrol has the right to ask to see the reservations holder's membership ID.
2. Access to pavilions begins at 9 AM on the event day. All reservations must end and exit by 9:00 PM.
3. Woodridge pavilion is off Woodridge Drive. Woodridge 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.
4. Currently, Pinehurst Pavilion is not acknowledged on Google Maps. 6501 Pinehurst Drive will bring you close enough to the Pinehurst pavilion on GPS. Pinehurst pavilion has eight picnic tables and two grills. Six to eight people can fit at a table. Approximately 48-64 people total can fit under the pavilion.
5. Any planned gathering of more than ten (10) people constitutes an event.
6. No event can exceed 30 nonmembers/nonresidents unless approved in writing by LLA.
7. Glass containers are not permitted.
8. Alcoholic beverages are not permitted at the pavilions.
9. No open fires.
10. Properties surrounding the pavilion are private and not available to events.
11. Amenity Patrol will be notified of events and will monitor activity.

II. Cost and cancellations

12. There is a \$100 refundable deposit and \$50 rental fee due with the signed agreement to reserve your date.
13. Member/leaseholder is responsible for cleaning premises after event. Deposit will be withheld if clean-up is completed by the LLA staff.
14. Member/leaseholder is fiscally responsible for any damages to the event space exceeding their deposit.
15. See "Cancellations" under "The Events Tent" (page 3).

III. Parking

16. All guests must park in Coldstream Pool parking lot or Member's/Leaseholder's driveway.
17. No guest parking is allowed at Brosius Dam parking lot without LLA permit.
18. Only Members with vehicles bearing a barcode sticker are permitted to park at amenities. However, LLA does not have any restrictions on street parking. Guest should park in such a way as to not impede road traffic or block access to homes.

IV. Insurance and Disclosure

19. In cases of severe weather that would cause harm to members (i.e. lightning), LLA may require access to end early or be cancelled for the day.
20. 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 Member's/

Leaseholder'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.

21. Member/Leaseholder 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 Member/Leaseholder and/or the Member's/Leaseholder'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 Member/Leaseholder 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 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.
22. 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.
23. 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 instructor can provide a series of classes for the community (once a week, bi weekly, etc.) at the Tent M-F between 9am-5pm unless the instructor holds a crowd manager certificate (see page 10).
2. Classes held at other amenity locations within the community may be considered (i.e., beach, lake, park, pavilion, etc.). **If approved, classes can 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 guests only. Any and all amenity rules and regulations must be observed (including the guest policy).**
 1. Class scheduling is based on a first come, first serve basis.
 2. 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.).

II. Cost

3. 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 instructor and 15% of participation fees will be returned to LLA). This pertains to classes given anywhere on Lake Linganore common area (i.e. beach, tent, pavilion, etc.).
4. In return, the instructor is able to charge their personal class rates and the office will provide community awareness. The office must be made aware of class pricing to properly inform community.
5. Class participation list and funds must be submitted to the LLA office within 24 hours of the end of each class either through the drop box or front office, unless otherwise discussed and agreed upon with LLA Event Coordinator.

III. Cancellations

6. If unable to instruct on a scheduled day, please make the office aware as soon as possible so an email alert may be sent to the community and to be posted at exercise location if necessary.

IV. Insurance and Disclosure

7. Exercise Class instructors must provide LLA with a liability waiver.
8. 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.
9. General Manager or Board of Directors have the right and sole discretion to end the exercise class.
10. 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 Member's/ Leaseholder'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.
11. Member/Leaseholder 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 Member/Leaseholder and/or the Member's/Leaseholder'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 Member/Leaseholder 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 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.

12. 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.
13. **If there are over 50 people or alcohol is being served,** 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.

RATES

THE EVENTS TENT* (due at time of reservation)

Rental Fee (All items listed pg. 2 “ Tent Overview” are included)	\$360
Deposit	\$100

ADDITIONAL FEES (may require additional agreement)

Moon Bounce	\$50
Amenity Patrol	Please contact the office for current rates

PAVILIONS* (due at time of reservation)

Rental Fee	\$50
Deposit	\$100

EXERCISE CLASS

Class cost:

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 (\$19.95) through the Fire Marshall Support Service website (<https://www.crowdmanagers.com/registration/>).

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).

****If able, please pay deposit and rental fee with separate checks.***

LLA sanctioned committees holding official meetings are exempt from fees.

RESERVATION AGREEMENT

Name: _____

Property ID (found on ID card): _____

Address: _____

Phone number: _____

E-mail: _____

Occasion: _____

Function date and event time: _____

Location: _____

Estimated attendance (**final count due 14 days prior to event date**): _____

Signing below signifies I read and understood the Event Reservation and Rental agreement. I agree that I am a member in good standing and agree to all pricing, terms, and conditions outlined in the document hereto attached.

Member Signature

Date

LLA representative

Date

CHECKLIST

The following is required in order to complete your reservation and receive access to the location.

AGREEMENT (PAVILIONS AND TENT)

- Signed reservation agreement
- Rental Fee paid via check or cash
- Deposit (refundable) paid via check or cash
- If applicable, copy of General Liability Insurance received at least 30 days prior to the event (see “Insurance and Disclosure” under respective rental)

CROWD MANAGER (TENT ONLY)

- Copy provided of Crowd Manager Certificate (see #18 on page 2 under “Access”)

ALCOHOL (TENT ONLY)

- Amenity patrol paid for via check or cash
- Proof provided of certified bartender (see #58 on page 5 under “Alcohol”)
- Copy provided of Frederick County Alcohol Permit (Only needed if charging for alcohol (including an entrance/registration fee) see #58 on page 5 under “Alcohol”)

EXERCISE CLASS

- Signed reservation agreement
- Copy provided of Liability Insurance
- Copy provided of Liability waiver