



Lake Linganore
Association
at Eaglehead

Event Reservation & Rental Agreement

2021 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 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 receptions. 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 tent, high peaked tent accommodates up to 128 guests with a dance floor.
4. 33' x 24' dance floor
5. 128 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. 1 Four foot gas grills
13. Electricity available
14. Interior globe lighting
15. 2 Porta Potty are on site within the tent fence
16. Parking available on site and overflow at the Coldstream Parking lot

II. Access

17. All reservations are on a first come, first served basis.
18. Tent reservations are not accepted until March 1, 2020.
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 10 for instructions.**
21. The tent is an amenity for Lake Linganore residents. Reservation must be made by a LLA Member or leaseholder who holds membership rights, and a LLA Member or Leaseholder who holds membership rights must be present for the duration of the event. Amenity Patrol has the right to ask to see the reservation holder's Membership ID.

22. Only members and leaseholders who holds membership rights in good standing with the LLA may rent the tent.
23. Reservations are confirmed upon the completion of this reservation agreement, payment, and if necessary General Manager and/or BoD approval.
24. Access to tent begins at 10:00 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.
25. The facility will be opened, closed and secured by the member or leaseholder who holds membership rights. 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.
26. Holidays and/or holiday weekends are subject to higher rental charge if date is available and approved.
27. Member/leaseholder who holds membership rights are responsible for cleaning premises after event. Deposit will be withheld if clean-up is completed by the LLA staff (see "Logistics").
- 28. Member/leaseholder who holds membership rights are fiscally responsible for any damages to the tent exceeding their deposit.**
29. Member/leaseholder who holds membership rights must have LLA membership card with them at date of reservation.

III. Payment

30. **There is a \$100 refundable deposit and \$360 rental fee due with the signed agreement to reserve your date.**
31. Additional rental fees can be found under "Rates" on page 10.

IV. Cancellations (not including Exercise classes)

32. If a reservation cancellation is received more than 30 days prior to the reserved date, a refund will be issued.
33. If a reservation cancellation is received 30 days or less prior to the reservation date, 50% of the reservation fee will be refunded along with the deposit.
34. Cancellations received within 72 hours of the reservation date, the rental fee is non-refundable.
35. 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.
36. 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

37. Lake Linganore Association will provide tables and chairs at the facility per the logistics discussed and agreed upon between the Member/Leaseholder who holds membership rights and LLA Event Coordinator.
- 38. The Member/Leaseholder who holds membership rights are responsible for set-up and breakdown of tables and chairs.**
39. The Member/Leaseholder who holds membership rights are 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.

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. Member/Leaseholder who holds membership rights will be held responsible for any and all damages, clean-up, and violations caused by Member/Leaseholder who holds membership rights or guests. All Members/Leaseholders who holds membership rights 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. Any modification requests will incur an additional charge.
45. The Member/Leaseholder who holds membership rights 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. All Member's/Leaseholder's who holds membership rights 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 who holds membership rights who holds membership rights 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 14 days prior to event.
49. Amenity Patrol will be present for events where alcohol is present (See "Alcohol" on page 5). Cost of the service will be charged to the resident. This service is nonnegotiable.

VI. Music

50. 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

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 Member/Leaseholder who holds membership rights.

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 Member's/ Leaseholder's who holds membership rights 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. Member/Leaseholder who holds membership rights 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 who holds membership rights and/or the Member's/Leaseholder's who holds membership rights who holds membership rights 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 who holds membership rights 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.
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 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

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. 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 (i.e. catering company) 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 at an additional \$25.00 per hour. Payment must be made out to Lake Linganore Association and received 14 days prior to event.

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

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 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 North, Woodridge South, Pinehurst, and Summerfield

I. Access

1. Reservation must be made by a Member or Leaseholder who holds membership rights. Member or leaseholder who holds membership rights 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 9:00 AM on the event day. All reservations must end and exit by 9:00 PM.
3. The 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 **does not** 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. The Woodridge South pavilion located at 6728 Woodridge Road. This pavilion **does** 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. The Pinehurst Pavilion is located at 6510 East Lakeridge Road. This pavilion **does** 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).
6. The Summerfield Pavilion is located at 6232 Sawyer Road. This pavilion **does not** have lights or electricity. The Summerfield pavilion has four picnic tables and one grill. Six to eight people can fit at each table. Approximately 24-32 people total can fit under the pavilion.
7. 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.
8. Any planned gathering of more than ten (10) people constitutes an event.
9. No event can exceed 30 nonmembers/nonresidents unless approved in writing by LLA.
10. Glass containers are not permitted.
11. Alcoholic beverages are not permitted at the pavilions.
12. No open fires.
13. Properties surrounding the pavilion are private and not available to events.
14. Amenity Patrol will be notified of events and will monitor activity.

II. Cost and cancellations

15. There is a \$100 refundable deposit and \$50 rental fee due with the signed agreement to reserve your date.
16. Member/leaseholder who holds membership rights are responsible for cleaning premises after event. Deposit will be withheld if clean-up is completed by the LLA staff.

17. Member/leaseholder who holds membership rights are fiscally responsible for any damages to the event space exceeding their deposit.
18. See "Cancellations" under "The Events Tent" (page 3).

III. Parking

19. It is suggested that the best parking option for guests is to park in Coldstream Pool parking lot or Member's/Leaseholder's who holds membership rights 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.
20. No guest parking is allowed at Brosius Dam parking lot.
21. Only Members who holds membership rights with vehicles bearing a barcode sticker are permitted to park in designated amenity parking areas and spaces.

IV. Insurance and Disclosure

22. 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.
23. 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 who holds membership rights 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.
24. Member/Leaseholder who holds membership rights 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 who holds membership rights and/or the Member's/Leaseholder's who holds membership rights 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 who holds membership rights 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.
25. 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.
26. 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 who holds membership rights 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).**
3. Classes must have a consistent schedule and all dates of classes must be provided when submitting the reservation agreement.
4. Infrequent classes are prohibited.
5. Class scheduling is based on a first come, first serve basis.
6. 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

7. 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 who holds membership rights 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.).
8. In return, the instructor who holds membership rights 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.
9. 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

10. 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

11. Exercise Class instructors who holds membership rights must provide LLA with a liability waiver.
12. 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.
13. General Manager or Board of Directors have the right and sole discretion to end the exercise class.
14. 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 who holds membership rights 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.

15. Member/Leaseholder who holds membership rights 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 who holds membership rights and/or the Member's/Leaseholder's who holds membership rights 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 who holds membership rights who holds membership rights 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.
16. 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.
17. 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	\$25 per hour

Pavilions* (due at time of reservation)

Rental Fee	\$50
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 (\$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**): _____

Will alcohol be present at the event? Circle: Yes or No

Are you a Lake Linganore Member/Leaseholder who hold membership rights? Circle: Yes or No

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

Member Signature

Date

LLA representative

Date

Checklist for Reference

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