

**Exhibit "A" to
EQUITY RESOLUTION NO. 8
King Farm Citizens Assembly, Inc.
Community Center Rental Application**

Resident's Name: _____

Address: _____

Phone Number: _____

Work/Home _____ Cell _____ (required)

You must leave a phone number where you can be reached the day of the event.

Planned Event:

Date: _____

Start Time: _____

Ending Time: _____

(Note: The event may only be scheduled for a maximum of 7 hours and must include the setup and breakdown time)

Number of Guests: _____

Max allowance is 100 - Saddle Ridge Community Center

Description of Event: _____

Alcohol served: YES NO (circle one)

For Association office use only

Checks and signed agreement received by Management? YES / NO

Property Manager: _____ Date of approval: _____

Pre-event inspection: Date _____ Time _____ Inspected by: _____

Post-event inspection: Date _____ Time _____ Inspected by: _____

Deposit returned: Date _____ Amount returned \$ _____

Reason Deposit was withheld: _____

Management will charge \$250 for every 30 minutes over 11pm.

BY SIGNING THIS DOCUMENT, I/WE AGREE TO THE FOLLOWING:

1. I/we agree that in exchange for the use of the Community Center as specified above, I will pay the King Farm Citizens Assembly, Inc. two checks totaling Seven Hundred Dollars (\$700) when renting the 300 Saddle Ridge Circle Community Center. The first check is the rental fee and shall be in the amount of Three Hundred Fifty Dollars (\$350). The second check represents a refundable security deposit of Three Hundred Fifty Dollars (\$350). In all instances, the rental check shall be deposited at the time the rental application is submitted. The deposit shall be refunded, less any damages, within 30-days following the event. In the event a check is not honored, for any reason, by my bank, I/we understand the event shall be canceled. I/we agree to immediately reimburse the Assembly for any and all bank fees incurred as a result of my/our check not being honored.
2. I/we agree to meet with an Assembly representative to conduct a joint inspection of the Community Center being rented, prior to the planned event, as well as a joint inspection immediately following the event. If I deem my presence is not necessary for either of the inspections I agree to defer to management's assessment of the condition of the center.
3. I/we agree that the center will be left clean in accordance with the approved policy. I/we further understand that the Community Center is smoke free and any smoking within the facilities will result in the Assembly having the entire facility cleaned. I/we further agree to incur the full cost of this cleaning.
4. I/we further agree that all cleaning expenses and any expense incurred by the Assembly as the result of damage that occurs during my rental shall be my sole responsibility. I understand these charges will be billed against my deposit being held. In the event the charges exceed the amount of the deposit, I understand I will be billed for the difference and that payment shall be due, in full, within 15-days from which I am notified of the charge. In the event the charges are not paid in a timely manner I understand the charges will be applied to my account with the Assembly and will be collected in accordance with Equity Resolution No. 7. In the event I am tenant in King Farm, the charges will be applied to the Titleholder's account with the Assembly.
5. I/we further agree indemnify and hold harmless the Assembly, its trustees, officers, employees, agents and managing agent from any and all claims resulting from the use of the Community Center. This indemnification shall extend to any damage to any property owned or operated by myself or my guests.
6. I/we agree to immediately notify management of all emergencies and damage by calling 240-454-2284. I/we further understand that management staff shall have free access at all times to the facility.

AGREED TO AND ACKNOWLEDGED BY:

Resident Signature

Date

Management Signature

Date

Clean-Up List-Community Center

After each event the community center should have the following items addressed by the resident renting the room:

1. Vacuum all carpets **ONLY. DO NOT USE BLEACH OR USE HARMFUL CHEMICALS ON CARPET. You will also be charged for carpet cleaning if necessary.**
2. Empty trash and replace liner (provided by association), then placed bagged trash outside front door.
3. Mop up any spills.
4. Clean kitchen if used (sweep/mop, clean countertops, remove any used dishes).
5. Report any damage caused by homeowner or their guests.
6. Check and clean restroom (sweep/mop, empty trash, clean countertop).
7. Remove all decorations (**tape and other adhesives are not allowed on the walls in the community center, if your decorations damage the paint the cost of repair will be deducted from your deposit**).

NOTE: Management has an inventory of all items in Community Center. Any items broken or missing you will be charged for replacement of that item.

_____ **Initial**

RESIDENTS PLEASE REMIND YOUR GUESTS TO USE THE PARKING LOT BEHIND THE COMMUNITY CENTER DURING THE FUNCTION.

_____ **Initial**

AGREED TO AND ACKNOWLEDGED BY:

Homeowners Signature

Date

CBS, Services

Date

Management will charge \$250 for every 30 minutes over 11pm.

Comments: _____

King Farm Citizens Assembly, Inc.

EQUITY RESOLUTION NO. 8

(Establishing Rules Relative to the Use and Rental of the Community Center)

RECITALS

WHEREAS § 3-102(a) of the Bylaws of the King Farm Citizens Assembly, Inc. (“Assembly”) empowers the Assembly’s Board of Trustees with Adoption or amendment of Community Codes; and

WHEREAS § 3-103(a) of the Bylaws states the Board of Trustees shall pass Equity Resolutions when adopting or amending Community Codes that relate to or materially affect use of Community Property; and

WHEREAS, the Board of Trustees deems it necessary, and in the best interests of the Assembly, to establish rules and regulations governing the use and rental of the Association’s Community Rooms.

NOW, THEREFORE, BE IT RESOLVED THAT the following rules and regulations are hereby adopted:

I. COMMUNITY ROOMS RULES

1. The primary purpose of the Community Center is to support the operations of the King Farm Citizens Assembly, the sub-Associations of King Farm and King Farm approved activities. Functions/activities of a community-wide nature, and approved by the Board of Trustees, shall have priority over private use of the Community Center. When not in use for these purposes the Community Room is available to King Farm residents, and approved organizations on a case-by-case basis, by reservation only.

2. The Saddle Ridge Community Center is located at 300 Saddle Ridge Circle, Rockville, Maryland 20850.

Residents of the Huntington apartment complexes within King Farm are not permitted to rent of the Community Center.

3. The Assembly reserves the right to deny the rental of our facility to any individual, or entity, for any reason, not specifically prohibited by law.

4. In the event a private event is scheduled, and it is subsequently determined that the Assembly requires use of the Community Center, the private event shall be canceled and all fees shall be refunded. Should this occur, every effort will be made to notify the resident as far in advance as possible. Outside of this exception, all rental fees are non-refundable.

5. The fitness room and administrative offices are not available for rental or in any way to be used in conjunction with a reserved activity. Nor shall any scheduled rental impede the use of the fitness room.
6. Reservations for events being held Friday - Sunday may be placed six-months in advance.
7. No rental shall exceed seven (7) hours and, all rentals must be complete by 11pm. The rental times 10am - 11pm. These times include setup and cleanup.
8. Non-resident owners shall not be permitted to reserve the Community Center.
9. The facilities may not be used for political events unless the event is sponsored by the Assembly.
10. Any food or beverages brought into the Community Center must be disposed of properly in trash containers and nothing shall be left behind. The use of alcoholic beverages shall be in accordance with state and local laws. The sale of alcohol is strictly forbidden. The Renter understands and agrees that they accept all liability in conjunction with having alcohol in the Community Center.
11. Children under the age of 12 must be accompanied by an adult at all times and no one under the age of 21 may reserve the Community Center.
12. Renters are responsible for their actions as well as the actions of their guests.
13. The Saddle Ridge Community Center occupancy may not exceed 100 persons. No event shall exceed the posted occupancy rating. Any event that exceeds this number, either as a planned figure, or as an actual count during the event, will be disallowed before the event or terminated at the time of the event.
14. Unless approved by the Board, or President, no advertising, of any kind, is permitted in the facilities or on Assembly property.
15. Smoking is not permitted in or within 50-feet of the Community Center.
16. Any damages must be reported immediately to management. Damages that result from the Renter or their guests will be charged against the Renter. Any unpaid charges will be collected from the Titleholder under the Assembly's collection policy.
17. Red wine, grape juice, fruit punch, cranberry juice and other red/purple colored drinks are not allowed in the Community Center.
18. Beer kegs are not permitted within the facility.

19. Burning candles, or open flames, are not permitted or allowed to be used under any circumstances.
20. The Renter will indemnify and hold harmless the Assembly, its trustees, officers, employees, agents and managing agent from any and all claims resulting from the use of the Community Center.
21. No animals, except service animals, are allowed in the Community Center.
22. No doors leading to the exterior of the facility may be propped open at any time.
23. All individuals using the facilities are encouraged to park in the parking lot; however, if the parking lot is full, those individuals shall, in all instances, park their cars in those places on the adjoining streets of King Farm that are designated for unreserved parking. Police may be called to ticket vehicles that violate these rules and vehicles may be towed at the expense of vehicle owner. The Assembly shall not be liable for any damage, to any property or vehicle, caused as a result of a said vehicle being towed or as the result of any vandalism.
24. No noise-making devices/equipment is permitted outside the Community Center. Music and conversational noise are not to project beyond the walls of the facility. Residents who wish to report excessive noise are encouraged to call the non-emergency number (240-314-8900) of the Rockville City Police.

II. COMMUNITY CENTER RENTALS

In addition to the rules and procedures stated above, the following rules are adopted regarding renting the Community Center:

1. Citizens not in violation of any of the Association's rules and regulations, whose recreation privileges are not suspended at the time of the application and who are not more than 30 days delinquent in assessments may reserve the Community Center provided they reside within the community.
2. Only Residents (non-owners) who have registered with management will be allowed to rent the Community Center. If renting, a copy of the current lease must be submitted. The Resident may not rent the Community Center if the Owner of the unit is in violation of any of the Association's rules and regulations; their recreation privileges are suspended or, are 30-days or more delinquent in assessments
3. The Community Center may not be reserved on consecutive days.

The Community Center will be reserved as follows:

1. The rental form attached as Exhibit A must be provided to management along with payment no less than 10-days prior to the scheduled event.
2. Resident agrees that in exchange for use of the Saddle Ridge Community Center, for the seven-hour rental period, Resident will pay to King Farm Citizens Assembly two checks totaling Seven Hundred Dollars (\$700.00) at the time of reserving the Community Center. The first check is for the rental fee in the amount of Three Hundred Fifty Dollars (\$350.00). The second check is for the security deposit in the amount of Three Hundred Fifty Dollars (\$350.00). Rental check shall be deposited upon receipt.
3. Resident agrees to meet one-hour prior to the start of the event, with a management representative to conduct a joint on-site inspection of the Community Center prior to the planned event and another joint on-site inspection following the event. If Resident fails to do so, Resident understands that the management representative may make a determination regarding the condition of the Community Center before and after the event. The Board of Trustees may elect to waive the fees charged to "non-profit" entities; however, the decision may only be considered during a regularly scheduled meeting of the Board of Trustees. Additionally, waiving the fees shall in no way commit the Board of Trustees to waiving fees for future events.
4. Reservations are made on a first-come, first-served basis and cannot be held with partial payment.

5. Resident understands that he or she must leave the Community Center in the same, or better, condition than existed prior to the event. This requires the Resident to place all trash and debris in appropriate receptacles, put furniture back into position and remove all food/drink from the Community Center facilities. If the Assembly incurs any costs for cleaning, replacing/repairing furniture, fixtures or accessories after the event, the Resident will be charged for all costs associated, which will be deducted from the security deposit. Fees in excess of the deposit will be billed to the Resident and/or added to the Resident's account. All unpaid charges are collectible under the Association's collections policy.
6. In the event a payment for the rental fee, or deposit, is not honored, for any reason, the event shall be canceled and the renter shall be charged an amount equal to the maximum permitted under the law to compensate the Assembly for charges incurred as a result of the payment not being honored. This fee shall be non-refundable and unless paid within 15-days shall be subject to the terms of the Assembly's collection policy.
7. Furnishings or furniture within the facility may not be moved outside the facility. Additionally, furniture that is moved during an event must be returned to its original location at the end of the event (this includes folding chairs, which must be restacked in the chair holder head first. Stacking the chairs improperly creates a safety hazard and therefore will affect the return of the security deposit.)
8. Table top decorations are permitted. No other decorations can be attached to the walls, furniture, fixtures or the like. Confetti, glitter, glue, tape, thumbtacks and the like are not allowed.
9. Resident must vacate the center by the time specified. The reserved event cannot exceed seven (7) hours duration including the set up and break down time. Management will charge \$250 for every 30 minutes over the reserved time.
10. Resident agrees to notify management and/or the proper authorities immediately of all emergencies.
11. Any supplies necessary for the reservation (i.e. additional chairs, tables, linens, dishware, etc) must be delivered, and removed, within the seven-hour reservation period. Resident understands that the Assembly and management are not responsible for the safety and security of these items.
12. Charging admission to an event is prohibited.
13. Adult supervision is required for any functions with guests under the age of 18. Events for children under the age of 12 are subject to approval. Resident must be present for the duration of the event.

14. Management reserves the right to enter the facility at any time. Management also reserves the right to terminate the reservation and/or the event at any time if Resident violates any of the rules of King Farm. Additional fees may be charged at the discretion of the Board if management or emergency personnel respond to disturbances caused by the rental of the Community Center.
15. This reservation does not include the use of the pool deck.
16. Dance floors may be used only if they will not damage the existing flooring.
17. Deposits, less any deductions for damages or other rightful charges, shall be refunded within 30-days of the event via US Mail.