

**HADLEY FARMS COMMUNITY ASSOCIATION, INC.
COMMUNITY CENTER RENTAL CONTRACT**

**PLEASE MAKE SURE THAT ALL AREAS IN BOLD PRINT ON THE
CONTRACT ARE COMPLETED. AN INCOMPLETE CONTRACT WILL
RESULT IN A DELAY OF RENTING THE COMMUNITY CENTER**

This Rental Contract dated this _____ day of _____, 20__ by and between HADLEY FARMS COMMUNITY ASSOCIATION, INC. (Hereinafter referred to as ("HFCA") and _____ (print name) is referred to as "the USER" **residing at:** _____ is entered into pursuant to the provisions as stated in ARTICLE ONE through ARTICLE SEVEN below. This contract shall be considered binding on both parties upon their signature of this Agreement. Should the USER desire to cancel the reservation for use of the Community Center after signing the Contract, the USER must notify the applicable HFCA Agent at least one week prior to the date as stated in ARTICLE ONE. Monies paid to HFCA may be refunded at the sole discretion of HFCA provided no other persons were denied rental of the Community Center due to the USER'S reservation.

DEFINITIONS

"COMMUNITY CENTER" – Includes the building structure at 7420 Hadley Farms Drive, and the surrounding community's common land areas.

"COMMUNITY CENTER BUILDING" – Includes the two large rooms in the structure, coatroom, the two rest rooms, the kitchen and the area behind the kitchen.

Rental does NOT include the supply closet in the ladies' room, the community office, and the lower level of the building or the pool facilities.

"USER" – the USER must be an owner within the Hadley Farms Community Association (HFCA). All dues owed to the HFCA must be paid in full before any Rental Contract will be accepted.

A "NON-OWNER (renter, tenant or resides outside of HFCA) for the purpose of this contract is referred to below as "USER", but it is understood that the NON OWNER must have an owner within HFCA as their sponsor.

If the "USER" is not an owner (renter, tenant or resides outside of HFCA), the ultimate responsibility under this contract is that of the Hadley Farms OWNER, the sponsor.

**A RENTER, TENANT, OR PERSON WHO RESIDES OUTSIDE OF HFCA IS NOT
AUTHORIZED TO RENT THE COMMUNITY CENTER WITHOUT THE AUTHORIZATION OF
THE OWNER (SPONSOR), WHO MUST ALSO SIGN THIS CONTRACT.**

ARTICLE ONE

HFCA hereby agrees to allow the USER to utilize the HFCA Community Center Building located at 7420 Hadley Farms Drive, Gaithersburg, MD 20879 for the purpose of scheduling an event.

The USER'S event is scheduled for _____ (date/day)
FROM _____ (start time) **TO** _____ end time)

Access to the Community Center Building will be provided by an Agent of HFCA for the scheduled event. The community Center is available for rental only between the hours of 10:00am to 12:00 am. No exceptions will be made to the Community Center's times of operation.

The USER understands that they are permitted to visit the Community Center a maximum of two times prior to a rental.

The USER understands that the rental time period, as specified in this ARTICLE, includes the entire amount of time that the USER will utilize the Community Center. Specifically, all setup and teardown time must be commenced and completed within the rental time period. Additionally, the USER is required to remove all debris and trash and place inside the trash containers located in the upper parking lot.

In the event that the USER does not comply with the terms of this Contract related to concluding the event within the time period specified above, the USER will forfeit the Security Deposit.

ARTICLE TWO

It is understood by the USER that Agent(s) of HFCA may enter the Community Center during any event (at his/her discretion at any time, in order to ensure that the USER is in compliance with the terms of this Agreement.) It is understood that this Agreement does not permit the USER or his or her guests the use of the HFCA pool facilities. It is also understood the USER shall not be permitted usage of the fireplace located in the Community Center Building.

ARTICLE THREE

In advance of utilization and upon execution of this Agreement, the USER agrees to pay HFCA according to the following Rental Fee Schedule. Make checks payable to HFCA.

HFCA COMMUNITY CENTER RENTAL FEE SCHEDULE		
	TIME ALLOTMENT	FEE
*****	Up to Six (6) Hours	\$700
	Each Additional Hour	\$75
Security Deposit		\$500

*Rental fee is for up to six (6) hours of usage, No discounts for fewer than six (6) hours

NOTE: Security Deposit is due at time of execution of Agreement. Rental fees are due two (2) weeks prior to event date. The rental fee includes cleaning of the premises by a professional cleaner hired by the Board of Directors. Renter is responsible for the removal of trash and debris as stated in ARTICLE ONE.

The Security Deposit will be forfeited by the USER if the time period as indicated in ARTICLE ONE is exceeded for ANY reason. In addition, a charge of \$75 will be assessed the USER for each hour (or fraction of an hour) longer he remains on the premises beyond the "end time"

Specified in ARTICLE ONE. This charge will be collected from either the USER'S Security Deposit or by an invoice from the HFCA management company.

The Security Deposit will be refunded to the USER, provided that the USER has fully complied with ARTICLES ONE through SEVEN of this Agreement and there is no damage to the Community Center. Please allow fourteen (14) business days from the end of the event to receive a check.

It is understood by the USER that they are **fully responsible for any and all damage/repairs caused by him or her or their guests to the Community Center during the USER's event.** If the cost to repair the damages to the Community Center exceeds the Security Deposit (forfeited by the USER, if deemed appropriate by the HFCA Agent(s)), the USER will be held accountable for any additional charges, which will be reflected in an invoice to the Owner from the Management Company (acting on behalf of HFCA and its Agent(s)). Likewise, if the cost to repair the Community Center is less than the Security deposit, the unused remainder of the Security Deposit will be refunded to the USER by HFCA.

ARTICLE FOUR

In accordance with the local fire codes, occupancy of the Community Center Building is limited to 125 persons. Noise levels emanating from the event must remain at such levels as not to create a disturbance or nuisance to residents residing adjacent to the Community Center. The USER must comply with all applicable Maryland Law with respect to the use of the Community Center Building. **Smoking is not permitted on the premises of the community center building.** USER will supervise all activities of persons under the age of twenty-one (21) with a suitable number of adults.

ARTICLE FIVE

No decorations of any kind may be placed on the walls or ceiling of the Community Center Building.

ARTICLE SIX

The USER shall indemnify and hold harmless HFCA and its Agent from any and all liability, damages, and losses, causes of action, injury or claim which may arise or result from the use or rental of the Community Center. HFCA shall have no responsibility for any actions that may occur during the time that the Community Center is utilized by the USER or the USER'S guests. HFCA will be compensated by the USER for any loss or liability HFCA or its Agent incurs as a result of the use of the Community Center by the USER or USER'S guests. Please note your Homeowners Insurance may provide coverage for this. The USER should check his or her policy. **Please provide the name of your Homeowner's Insurance provider on the final page of this contract.**

ARTICLE SEVEN

If the condition of the Community Center, following its rental usage does not meet with the approval of the HFCA Agent, the Agent is authorized by the HFCA to retain the USER'S full Security Deposit. It is understood that the USER (or sponsoring OWNER if applicable) agrees to reimburse HFCA for all costs it incurs to complete cleanup and or effect repairs of the Community Center due to the actions of the USER that exceeds the Rental/Security Deposit. Such costs shall be collectible in the same manner as Homeowners Assessments.

SIGNATURE PAGE FOLLOWS

BY SIGNING THIS CONTRACT THE USER (OWNER) CERTIFIES THAT:

THE USER FULLY UNDERSTANDS AND COMPREHENDS ALL OF THE TERMS OF THIS AGREEMENT AND WILL FULLY ABIDE BY THIS CONTRACT WITH THE HADLEY FARMS COMMUNITY ASSOCIATION INC.

USER (OWNER OF HOME)
USER ADDRESS
USER PHONE NUMBER
SPONSOR (IF APPLICABLE)
SPONSOR ADDRESS
SPONSOR PHONE NUMBER
USER INSURANCE CARRIER
EVENT DATE
EVENT TIMES
TYPE OF EVENT

USER
SIGNATURE: _____ DATE: _____

SPONSOR
SIGNATURE: _____ DATE: _____

EQUIPMENT AVAILABLE

There are eight (8) 5' round tables and eight (8) 6' rectangle tables and 64 folding chairs for the use of the USER during the rental period. The kitchen has a full size refrigerator, a microwave oven and a double oven for your convenience.

PLEASE MAKE CHECKS PAYABLE TO: HADLEY FARMS COUMMUNITY ASSOCIATION AND MAIL TO: ABARIS REALTY, INC., 7811 Montrose Road, Suite 110, Potomac, MD 20854 Attention: Alena

****Any renter (USER) of the community center who drives on the grass or bypasses or damages the parking lot bollards or grass will forfeit their entire deposit. PARKING IS PERMITTED ONLY IN THE DESIGNATED PARKING SPACES. PARKING ON THE GRASSY AREAS AROUND THE PARKING LOT IS PROHIBITED. EXTRA PARKING IS AVAILABLE ON THE STREET.**

FOR OFFICE USE ONLY –DO NOT WRITE BELOW THIS LINE

SECURITY DEPOSIT PAID:	DATE PAID:
TOTAL RENTAL FEE PAID:	DATE PAID:
DATE DEPOSIT RETURNED:	BY:

