

CLOPPER'S MILL WEST COMMUNITY ASSOCIATION, INC. CLUBHOUSE RULES & REGULATIONS

Approved 11.08.11

These Rules and Regulations concern the “private use” of the Clubhouse (13665 Ansel Terrace, Germantown, Maryland 20874) by residents of the Association and do not apply to the use by the Association, its Board of Directors, committees, or management. For purposes of these rules, the term “private use” shall be defined as use for any and all purposes other than by the Board of Directors, its established councils and committees, management, or clubs and activities recognized by the Board. In general, the Association does not regularly permit the use of the clubhouse for fundraising or profit-making services. Any person wishing to use the facilities for these purposes must get Board approval before reservations will be accepted.

1. All persons using the Clubhouse and its facilities do so at their own risk and sole responsibility. The person making the reservation is responsible for the conduct of each of his/her guests. The owner/resident, on behalf of himself/herself and guests, releases Clopper's Mill West Community Association, Inc., the Board of Directors, and/or The Management Group Associates from any claims arising from the use of the Clubhouse. The owner/resident shall indemnify and hold harmless the Association for any and all damages and costs (including reasonable attorney's fees) which the Association incurs as a result of any claim being brought against it as a result of the use of the Clubhouse.
2. Clopper's Mill West Community Association, Inc., the Board of Directors, or The Management Group Associates will not be responsible for the loss of or damage to, any personal property of any kind of its owner/resident or their guests.
3. An owner/resident who wishes to use the facility can obtain a Clubhouse Rental Agreement from the Association office or the Association's website (www.cloppersmill.com). The Clubhouse Rules & Regulations and Rental Agreement must be completed, signed, and returned with payment and deposit to the Association office for approval at **least ten (10) working days but not more than one hundred eighty (180) days** before the date the owner/resident wishes to use the Clubhouse. Reservations will be approved if the request form is approved and the owner of the unit is current in Homeowner assessment payments, the facility is available at the time requested, the use to which the facility is to be put is appropriate, and the \$500.00 deposit along with the \$225.00 rental fee has been submitted. Payments can be made by credit card via PayPal. Checks and/or money orders are also accepted with a \$30 check processing fee. **Cancellation notification of less than seven (7) days will result in forfeiture of 50% of the rental fee.**
4. First-come, first-served use will be based on the date of receipt of the completed rental agreement and payment check for the rental fee after dates of Association use are reviewed.
5. The Clubhouse shall be left clean and undamaged. Clean-up must be completed by the departure time noted on the Clubhouse Rental Agreement. A fee schedule of charges for failure to clean or care for the Clubhouse and its facilities applies, and any fees will be deducted from the deposit. If the fees are more than the deposit amount, the owner/resident will be assessed for the excess.
6. The *maximum* allowable occupancy of the Clubhouse, as furnished, is 100 persons.
7. Parties/functions must end no later than 12:00 a.m. (midnight) on weekends (Friday/Saturday/Sunday) and 10:00 p.m. on weeknights (Monday through Thursday). The day preceding a federal holiday, if not a

Friday, Saturday, and Sunday, shall be considered a “weekend”, and 12:00 a.m. shall be considered the latest function ending time on those nights.

8. All activities shall remain at a noise level where no resident will be disturbed.
9. The owner/resident who signed the Rental Agreement **must be in attendance** from beginning to end of the scheduled event.
10. The owner/resident who made the reservation shall be responsible for the actions of any minors using the Clubhouse or its facilities. Any functions involving minors must be properly supervised. A minor is defined as being younger than 18 years old. No alcoholic beverages may be consumed by minors in the common areas or within the facility in accordance with State Law.
11. Smoking is not permitted in the Clubhouse building or the balcony above the pool at any time. The owner/resident must direct anyone who smokes to do so in the front of the facility and to dispose of cigarette butts in appropriate receptacles.
12. The owner/resident will be responsible for any missing items and any damage to the Clubhouse’s furnishings such as stains on the chairs and tables or carpet, damage to walls, bathrooms, etc. including tampering with the fire alarms. The building, all appliances, equipment, and furnishings must be used and treated appropriately, and not abused or broken. The owner/resident agrees that any work required to restore the facility and furnishings to their original condition will be billed to the owner/resident at cost plus a \$100.00 fee. If the key to the Clubhouse is lost or stolen, the owner/resident will be assessed the cost of a new lock installed by a locksmith.
13. An inspection of the facility just prior to use must be done by the owner/resident renting the facility and any deficiencies must be called into the management office at 301-948-6666 regardless of the time of the event. If after hours, a message should be left on the general mailbox as any damages at that time must be noted in the call to the management office. This inspection is required in order to avoid charges for any damages prior to use.
14. No pets shall be allowed in the Clubhouse.
15. All trash must be collected, bagged securely, and placed in the trash totes located on the right side of the building and to the left of the bathhouse entrance door. **DO NOT place trash on the HANDICAP RAMP!**
16. The deposit will be returned by mail upon completion of an inspection by the cleaning company, verification of the Clubhouse key in the lockbox, and deduction of fees as may be applicable.
17. These rules may be revised or additional rules established at any time as approved by the Board of Directors.
18. The owner/resident who reserves the facility is responsible for returning the facilities and surrounding grounds to a clean and damage-free condition. If the owner/resident does not do any of the following after the function, the owner will be charged to bring the facility back to its original condition. To avoid full or partial loss of deposit, please:
 - a. Ensure no one smokes inside the Clubhouse building or the balcony area.
 - b. Do not attach anything to the walls using tape, tacks, nails, etc.

- c. Remove trash from bathrooms and all other areas of the building at the end of your function, securing bags and disposing of them inside the trash containers located on the right side of the Clubhouse to the left of the entrance of the pool bathhouse entrance door.
 - d. Wipe clean all surfaces, including countertops, cabinets, furnishings, and fixtures.
 - e. Remove all personal items, checking refrigerator, freezer, cabinets, and closets.
 - f. Check all outside areas of the building perimeter to ensure no trash, cigarette butts, or other debris remain.
 - g. Leave carpet undamaged and without stains.
 - h. Leave walls clean and undamaged.
 - i. Ensure that no furnishings (tables, chairs, vacuum, etc.) are missing from the Clubhouse.
 - j. Wipe clean all chairs and tabletops and return them **neatly** to the “Tables and Chairs” closet as marked.
 - k. Turn off all lights (note that 3 recessed security lights in the ceiling cannot be turned off).
 - l. Lock and secure all exterior doors and windows. (do not forget the double balcony doors)
 - m. Return the Clubhouse key to the lockbox located on the front clubhouse door after securing the building unless other instructions are provided.
 - n. Adhere to the arrival and departure times indicated on the rental agreement.
19. Open flames of any sort are not permitted inside the Clubhouse or the balcony on the rear of the building.
20. Charcoal, gas, or propane grills are not permitted inside the building or on the balcony on the rear of the building.
21. Tables and chairs **are not included** in the rental of the facility. You may use the tables and chairs at no extra charge; however, please note that the number of tables and chairs are subject to change due to breakage and/or theft. Do not ask for refunds as they are not part of the rental fee.

Additional reasonable costs or fees for cleaning and/or maintenance, in addition to Attorney’s collection fees, may also be assessed as may be directed by the Board of Directors or its designee.

IF DAMAGE IN EXCESS OF THE DEPOSIT IS INCURRED IN THE CLUBHOUSE AND NOT PAID, THE UNIT OWNER (AND TENANT) WILL BE BARRED FROM RENTING THE FACILITY FOR A PERIOD OF ONE (1) YEAR.

FOR ANY EMERGENCIES OTHER THAN FIRE OR POLICE, YOU MUST CONTACT THE MANAGEMENT GROUP ASSOCIATES AFTER-HOURS ANSWERING SERVICE AT 301-948-6666 (FOLLOW ON-CALL DIRECTIONS). IF THE MANAGEMENT GROUP ASSOCIATES ARE NOT CONTACTED, THE UNIT OWNER WILL BE RESPONSIBLE FOR ALL PAYMENTS DUE TO CONTRACTORS REGARDLESS OF FAULT.

Please sign here, indicating you have read and are familiar with the Rules and Regulations for the use of this facility:

Homeowner/Resident: _____ **Date:** _____

Please let us know if you found any problems with the rental of your Clubhouse; any damaged or non-functioning appliances or fixtures, etc. We would also like to hear of any suggestions you might have for enhancing this facility. We can be contacted via phone at 301-948-6666 or email at tmgainc@tmgainc.com.

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