

LAKEVIEW AT BRANDYWINE HOA
Clubhouse Usage
General Usage Guidelines

- A) One (1) electronic key card for the clubhouse facility will be issued per family. Homeowners may purchase additional key cards (not to exceed the number of adults over the age of 18 in the house) at the cost of \$25 per key.
- B) The maximum building occupancy must not be exceeded of **211** persons. Pets are prohibited except for service dog(s).
- C) Smoking is strictly prohibited in the clubhouse and within 25 feet of the clubhouse.
- D) Alcoholic beverages or tobacco products must not be sold on the premises. All users must comply with all governing laws and requirements.
- E) The administrative office is off limits to all users except management, Board, committees, sub-associations, and their committees.

Clubhouse Usage and Rental Guidelines

- F) Homeowner/Renter may not store any items overnight in the clubhouse.
- G) Homeowner/Renter will have a two hour time allowance prior to their rental to allow for set-up and a one hour time allowance for clean-up after the rental. Homeowners can rent the entire clubhouse or only the party room.
- H) All children less than 18 years old must be accompanied by an adult. All Homeowner/Renter and their guests must maintain an adult-to-child ratio of one (1) adult for every five (5) children.
- I) Excessive noise that disturbs surrounding neighbors is not permitted. Clubhouse Homeowner/Renter will be charged for excessive noise if either the police charge a clubhouse Homeowner/Renter and their guest(s) for disturbing the peace, or at least two (2) homeowners submit written noise complaints to the onsite manager within 48 hours of the rental.
- J) Any illegal activities are prohibited on community common areas/property.
- K) All clubhouse Homeowner/Renters and their guests agree to indemnify and hold harmless the Lakeview at Brandywine HOA from all losses, liability, damages, and expenses (including attorney's fees) resulting from any injury or damage in any way associated with using the facilities.
- L) All clubhouse Homeowner/Renters and their guests agree to comply with the rules and regulations promulgated by the Board of Directors as set forth herein or as modified from

time-to-time and displayed in public view within the Clubhouse. In addition, all clubhouse renters and their guests will comply with the Rules of Use as listed in Appendix B of this document.

- M) The Clubhouse is available for rentals beginning at 10:00 am. Functions (rentals) must end by 11:00 pm, which includes clean up and restoring the clubhouse to its original condition. For example, a rental commencing from 1:00 pm to 5:00 pm will allow the homeowners to enter the clubhouse at 11:00 am to set up from 11:00 am to 1:00 pm (two hour set-up time). The homeowner/renter will clean up from 5:00 pm to 6:00 pm and be ready for inspection at 6:00 pm. The Lakeview at Brandywine HOA Board of Directors and their respective Committees may use the facility at any time for Association functions and will have priority over resident functions. Any exceptions to the above clubhouse rental policy will require prior HOA Board approval and will be reviewed on a case by case basis.
- N) Decorations may not be secured to the clubhouse walls and/or furniture using tape or any other material that may damage the surface.
- O) Homeowner/Renter must provide protection from hot or cold items placed directly onto wood surfaces, portable bar and rental tables. Table cloths are not acceptable, as damage to table top surfaces is still possible. Examples of acceptable items for hot/cold food being served: chaffing dishes, trivets, table pads, insulated ice buckets. ***Damage to the rental items are not pro-rated, but must be replaced at full replacement value.***
- P) The Clubhouse rental policy is incorporated herein by reference and all provisions of said policy shall be adhered to by the homeowner/renter and their guests.
- Q) The Clubhouse Inspection Checklist shall be used as a basis for additional fees charged to the homeowner/renter when the homeowner/renter is found to be non-compliant with the rules and regulations outlines in the Rental Packet.
- R) The Clubhouse is alarmed by a monitoring service; any false alarm fees resulting from homeowners in the facility after hours will be charged back to the homeowner. Fees may vary.

Appendix A
LAKEVIEW AT BRANDYWINE HOA
CLUBHOUSE RENTAL APPLICATION

PLEASE MAIL COMPLETED PACKAGE (INCLUDING APPLICATION) TO:

Quality1 Property Management
12138 Central Avenue, Suite 863
Mitchellville, MD 20721
or email to Ms. Barber at abarber@quality1propertymanagement.com

Date Requested: _____ Time Requested: From: _____ to: _____

Please note: set-up allowance of two hours and a one hour restoration allowance after the function are included in the rental Fee. Any additional time requested will need pre-approval at an increased rental rate.

The clubhouse is not intended for Homeowner sponsored third-party use, and therefore not allowed without written Manager/Board approval. (Homeowner/Renter Initial : _____)

Homeowner's/Renter's Name (Please Print): _____

Address: _____

Phone: (H) _____ (W) _____ (C) _____

E-mail: _____

Type of Function (Description of Event) _____

Rental: Entire Clubhouse: _____ Party Room Only _____

Adults only: _____ Adults and Children (family): _____ Age 18 and under: _____

Will alcohol be served and or consumed during your event/rental? YES _____ NO _____

Note: If alcohol will be served and or consumed during the event, the host agrees to obtain a rider policy which covers the Association from any liability caused by the consumption of alcohol while on Association property. The Association shall be named as an additional insured and a copy of the policy shall be included with the completed application and deposit. Failure to indicate that alcohol will be served and/or consumed during the event may result in the loss of the deposit and suspension of privileges to use the clubhouse.

I HAVE READ AND UNDERSTAND THE CLUBHOUSE REGULATIONS ATTACHED;
AND AGREE TO BE BOUND BY THEM AS INDICATED BY MY SIGNATURE HEREIN.

Homeowner/Renter's Signature: _____

Date: _____ Deposit: _____ Rental Fee: _____

Additional Rental Items

Table Round (max 4) **\$2 per table** _____ Table Rectangle (max 4) **\$2 per table** _____

Chairs (max 100) **\$1.00** per chair _____ Portable Bar **\$25** _____

Photo Drapes/Back Drop **\$10 per rental** _____

Combo Package – All Items: \$100.00 _____

Damage to the rental items are not pro-rated, but must be replaced at full replacement value.

-----For Office Use-----

Date Deposit Paid _____ Money Order No. _____

Date Rental Fee Paid: _____ Money Order No. _____

Additional Notes:

Approved by: _____

12138 Central Avenue Suite 863
Mitchellville, MD 20721 (mailing address)

9420 Annapolis Rd, Suite 105
Lanham, MD 20706 (offices)

(240) 770-5381 voice; fax (240) 260-0755 fax
office@quality1propertymanagement.com
www.Quality1PropertyManagement.com

Appendix B
Lakeview at Brandywine HOA
Clubhouse Rental Procedures

I. Availability – The Clubhouse may be rented by the following individuals for personal resident use. NOT INTENDED FOR HOMEOWNER SPONSORED THIRD PARTY USE WITHOUT WRITTEN HOA BOARD / MANAGER APPROVAL: e.g., Scouts, Little League, Religious organizations.

- A. Lakeview at Brandywine member(s) – Homeowner in Lakeview at Brandywine HOA who must be in good standing, current in their assessments and have no pending Covenants Violations.
- B. Renter(s) – Individual(s) living in Lakeview at Brandywine and renting their home from a Lakeview at Brandywine HOA member. The member from whom the renter is renting is from must be in good standing, current in their assessments, and have no pending Covenant Violations.

II. Applications

- A. Applications for renting the Lakeview at Brandywine HOA Clubhouse may be obtained from the management company. (See Appendix A for a copy of the rental application.)
- B. Completed application must be submitted to the management company at least two (2) weeks prior to the scheduled rental. Applicants must include a money order or certified funds for the rental fee and a money order or certified funds for the security deposit. The checks should be made payable to “Lakeview at Brandywine HOA.” Any application received less than five (5) days prior to the scheduled rental must be paid by cashier’s check, money order, or certified check.
- C. After receiving a completed application, the management company will verify the Homeowners/Renter’s eligibility and Clubhouse availability based on the date/time requested in the application. The management company will confirm the reservations within three (3) business days of receiving the application and notify the homeowner/renter of the approval/denial.
- D. The management company will coordinate with the HOA Board and the Facilities Committee to determine who will perform the inspection of the Clubhouse before and after the rental. The management company will provide the homeowner/renter with the contact information for the individual performing their pre and post inspection.
- E. Upon approval, homeowner/renter reserving the clubhouse will be provided access to the clubhouse during their rental time, including two hours prior to the rental for set-up and one hour after rental for restoration.

III. Lakeview at Brandywine HOA Board of Director, Committee and Community Groups:

- A. The Board, its committee, its sub-association boards, and their committees are not required to submit a written application requesting usage of the Clubhouse for an HOA sponsored activity. The president (or chairperson) must contact the management office to schedule usage of the Clubhouse. The Board, its committees its sub-association boards and their committee will not be charged for using the Clubhouse.
- B. The Board, its committees, its sub-association boards, and their committees may schedule their respective recurring meetings for a calendar year. ***Note: Association activities have priority over private events.***

IV. Rules

- A. Application Guidelines/Rules – Appendix A
- B. Clubhouse Rental Procedures – Guidelines/Rules – Appendix B
- C. Rental Rates – Guidelines/Rules – Appendix C

V. Ramifications.

A. Any areas, including property, i.e., furniture, accessories, appliances, etc. internal and/or external, which are in need of repair as a result of usage during the rental by the homeowner/renter and their guests, will be repaired at the expense of the homeowner/renter. In the event the area and/or property cannot be repaired and replacement is required, replacement cost will be charged to the homeowner/renter. Any charge incurred to perform any of the above tasks shall be collected by any of the following means:

- a. Deduction from Security Deposit
- b. If damages are significant, replacement cost in addition to forfeiture of SECURITY DEPOSIT WILL BE ASSESSED TO THE HOMEOWNER/RENTER.
- c. Collected by separate payment from the homeowner/renter.
- d. Billed against the homeowner/renters MONTHLY Association dues paid to the Lakeview at Brandywine Homeowner's Association.
- e. Prince George's County small claims court.

VI. User's Rights.

- A. All homeowners/renters shall be entitled to and are STRONGLY ENCOURAGED to review the inspection checklist and participate in a Pre-Inspection walk through immediately prior to their rental before assuming responsibility for the Clubhouse.
- B. All homeowners/renters shall be entitled to review the Clubhouse Welcome Packet (which includes application, rental guides, etc.) before using the Clubhouse.
- C. All homeowners/renters are welcomed to contact the management company if there are any additional questions once the application has been approved.

VII. Agreement Statement.

- A. This agreement shall constitute the entire agreement between the parties hereto, and no variance or modification thereof shall be valid or enforceable except by written supplement addendum executed and approved by the Board of Directors of Lakeview at Brandywine Homeowner's Association.
- B. This agreement between the renter and the Association regarding the subject matter stated herein supersedes all prior oral and written agreements, negotiations, understandings and communications regarding such matters.

VIII. Pre-Inspection, Clean Up, Post Inspection and Return of Security Deposit.

- A. The homeowners/renters is responsible for restoring the clubhouse to its original condition immediately after their rental. Compliance with all rules/regulations outlined in Appendix B is mandatory.
- B. A Property Manager or their representative, will inspect the clubhouse and complete the pre-inspection checklist prior to the rental period.
- C. A Property Manager, or their representative, will inspect the Clubhouse after the rental. During inspection, the representative will ensure that homeowners/renters is in compliance with the Lakeview at Brandywine HOA Clubhouse rules and regulations and will document accordingly using the inspection check list (See Appendix B). When the Board, its committees, its sub-association boards, or their committees are using the

community center, the president (or chairperson) must complete the building inspection checklist and return it to the management company.

- D. Homeowners/renters non-compliant will be subject to fees as indicated on the checklist. These fees will be deducted from the security deposit.
- E. If a homeowner/renter fails to clean the clubhouse after a rental, the management company will schedule an emergency cleaning. Cleaning costs will be incurred in addition to forfeiture of the homeowner/renter security deposit.
- F. Any damage to the clubhouse, its furnishings, fixtures, or surrounding grounds shall be deemed a violation of this policy. Only persons authorized by the Board of Directors shall make repairs to the facilities. All repair costs resulting from an activity will be deducted from the security deposits. **If damages are significant, replacement cost in addition to forfeiture of SECURITY DEPOSIT WILL BE ASSESSED TO THE HOMEOWNER/RENTER.**
- G. If the additional fees described in this section exceed the security deposit, the homeowner/renter will be charged an additional assessment to cover the difference. This assessment will be due and payable upon notification. The association shall have the right to place such assessment as a continuing lien against the member's property.
- H. If the homeowner/renter is a HOA member and any additional assessment remains unpaid after 30 days, the remaining assessment will be placed as a charge on the member's account as outlined under "Ramifications" Section V, Item A, Appendix B.
- I. Refundable deposits will be returned within ten (10) business days after the activity.

The Lakeview at Brandywine Homeowner's Association Board of Director's may amend this policy according to the Association's governing laws.

Board of Directors, President
Lakeview at Brandywine Homeowner's Association

Appendix C
LAKEVIEW AT BRANDYWINE HOMEOWNER'S ASSOCIATION CLUBHOUSE
ROOM RENTAL RATES

Lakeview at Brandywine homeowner/renter – The rental rate is based on a 4 hour increment of time. If additional hours are requested and are less than the 4 hour increment, the charge is per hour.

Rental Rate:

Entire Clubhouse

- The rental fee for the entire clubhouse is \$250 for 4 hours.
- Any additional hour after the 4 hour rental is \$50 per hour.

Party Room Only

- The rental fee for the Party Room is \$150 for 4 hours.
- Any additional hour after the 4 hour rental is \$25 per hour.

Deposit Fee
\$250.00

Rental Items:

Rectangle table \$2.00 per table/max 4 tables. Table seats 6-8

Round table \$2.00 per table/max 4 tables. Table seats 6-8

Chair \$1.00 per chair, max chairs 100

Portable bar \$25

Back drop and drapes for photo shoot \$10

Please note: Homeowners/Renters will be responsible for removing their rental items from the clubhouse storage area, cleaning all items, and replacing the items in the same condition to the storage area.

Damage to the rental items are not pro-rated, but must be replaced at full replacement value.

Trash Removal: Homeowners/Renters are responsible for removing their trash. Upon request, one large trash bin is available for rental parties. Any trash that does not fit in the waste bin will need to be removed by the homeowner/renter.

Please note: set-up allowance of two hours and a one hour restoration allowance after the function are included in the rental Fee. Any additional time requested will need pre-approval at an increased rental rate.

**** Minimum rental based on 4-hour time increments.**