

Clubhouse Reservation Policy

OVERVIEW

The Clubhouse is an amenity available for use and rent by Owners/Residents within the Canal Run Community. For individuals wishing to reserve the clubhouse for private parties or other events, the following policy outlines what steps need to be taken to reserve the venue. The policy also outlines the rules that apply to all renters and the obligations necessary to ensure that no damage occurs within the venue during events. The Board of Directors, following guidelines set forth, may waive these provisions in exigent circumstances to permit events to take place outside of the rental policy outlined below when doing so is deemed in the best interest of the community.

APPLICABILITY

Outside of rentals, the Clubhouse is available for use by members of the Community. Small group and spontaneous gatherings are not covered by this policy as they constitute a normal use of the venue. The rental policy is geared to exclusive use of the Clubhouse (with the exception of the gym) for a discrete set of guests, events open to large segments of the community or the entire community which are not hosted by our Social Committee, and "for-profit" and similar business-oriented events.

CLUBHOUSE RENTAL PERIOD

Sun - Thu: 10:00am - 10:00pm. Fri - Sat: 10:00am - 1:00am

CLUBHOUSE RENTAL FEES

\$25.00 Non-refundable hourly rental fee, for all rentals up to 3 hours.

*Rent for 3 hours and get the 4th hour for free (4 hours for \$75, non-refundable).

An additional hourly charge (\$25/hour) will be deducted from the security deposit for any time used over the contracted time period, not to include allotted time for set up and clean up.

\$200.00 Refundable security deposit for Repair, Replacement or Cleaning.

Renters can rent the Clubhouse beyond 4 hours (\$25/hr).

Renters will be allotted a reasonable period of time for set-up prior to the event (30 min) and clean up after the event (30 min).

Repair, Replacement or Cleaning Cost: If an item is repaired or replaced due to damage by the property owner and/or resident or guest(s), then the cost will be deducted from this deposit. If the cost to repair, replace or clean the item is above the \$200.00 damage/cleaning deposit, the difference will be paid by the property owner and/or resident within 10 days of being presented with an invoice. Otherwise, Clubhouse and Pool membership will be revoked until payment is made in full.

Upon receipt, checks will be deposited by PMP (Property Management People).

RENTAL FEE FOR COMMUNITY EVENTS

The current policy and all rules for Private Party rentals also apply to Community Event rentals but at a discounted rental fee and without a security deposit. A minimum of one owner/resident will be required to reserve the Clubhouse and will be responsible for any required cleaning costs or damage/repair costs incurred; payment of fees is outlined above. Community Events will be defined as events that are open to all members of the community or specific groups/clubs within the community. The rental fee will be discounted to \$50.00 for a 4-hour period of time and \$25 per hour thereafter. Having a rental agreement will put the event on the calendar of events and will ensure that other spontaneous social gatherings do not take place during the same time period. In the event that there is a conflict of date/time between a Community Event rental and a Private Party rental, the date/time in question will be allocated to the Private Party rental paying full rental cost of the facility. In such cases, all parties involved will be notified by the Chair of the Clubhouse/Pool Committee in order to reach a reasonable compromise for all. The Organizer of the event shall notify the Chair of the Clubhouse/Pool Committee, the President of the Homeowners Association or the Management Agent providing the date/time of the event and the community's purpose for and size of the event. The Clubhouse/Pool Committee will review

the details of the proposed event and the Chair will provide authorization in a timely manner. Upon receiving authorization for an event, the organizer will be asked to provide the payment, by check made payable to the current Management Agent.

CLUBHOUSE RENTAL RULES

- 1. Due to local fire codes, occupancy of the Clubhouse is limited to 150 persons. Noise levels emanating from the event must remain as such level as not to create a disturbance or nuisance to residents residing adjacent to the Clubhouse. The property owner or resident must comply with all applicable Maryland Law with respect to the use of the Clubhouse. Resident will supervise all activities of persons under the age of twenty-one (21) with a suitable number of adults, if necessary.
- 2. Canal Run Clubhouse reservations are for the benefit of Canal Run property owners and residents ONLY. All requests to use the Clubhouse must come from Canal Run property owners or residents in good standing. The request form, along with deposit and payment checks, therefore, must come directly from the Canal Run property owner or resident who must be current in HOA dues.
- 3. The Canal Run property owner or resident requesting the use of the facility must be in attendance during the event; and is liable for the conduct of their guests and themselves.
- 4. The Clubhouse contains two tables. Therefore, any additional tables will need to be provided by the event host; and if needed, extra chairs. The Clubhouse can seat at tables up to 70 people when tables are used a total of 150 chairs only.
- 5. When using crock pots, warming trays, steaming tables, electric skillets, coffee pots, percolators, electric only fondue pots, etc., you will need to provide your own appliances and surface protectors. Any damage incurred from your misuse of your appliances or Clubhouse appliances will be the financial responsibility of you the property owner and/or resident.
- 6. Smoking is not allowed in the Clubhouse at any time.
- 7. No pets are permitted in the Clubhouse or outside perimeter during your event, with the exception of licensed and/or certified service animals.
- 8. No furniture, lamps, accessories, appliances, cleaning supplies, cleaning equipment, etc. belonging to the Clubhouse are to be removed from premises, unless they are your items.
- 9. All trash and recyclables from your event are to be removed from the Clubhouse and grounds immediately, following your event—it is your responsibility.
- 10. The HOA reserves the right to reserve the Clubhouse for Memorial Day, July 4th, Labor Day and Super Bowl Sunday.

INSPECTIONS

It is understood by the property owner or resident that a member of the Clubhouse/Pool Committee or HOA Board member may enter the Clubhouse during any event (at his or her discretion at any time, in order to ensure that the property owner or resident is in compliance with the terms of this Agreement.)

<u>Pre-event</u> - A Canal Run Board of Directors designee will inspect the Clubhouse and outside perimeter for cleanliness and damage, just prior to the start of your event.

<u>Post-event</u> - A Board designee will inspect the Clubhouse and outside perimeter for cleanliness and damage upon the conclusion of your event. Cleaning supplies are provided in a cabinet below and farthest right to the sink. A vacuum cleaner is also provided. A "Cleaning Requirement List" is in left hand drawer to the sink and at: http://canalrunhoa.com/info.php?pnum=10. Clean-up of the Clubhouse and outside perimeter must be completed when your event is over and prior, to leaving the premises.

RESERVATION PROCEDURES

- 1. Complete the information requested on the Clubhouse Reservation Request Form and submit a signed Clubhouse Rental Usage Agreement.
- 2. Enclose a check for \$200.00 for damage/cleaning deposit that will be returned, **provided all conditions are met**.
- 3. Enclose a separate check to cover Clubhouse Rental See "RENTAL FEES" section for additional details
- 4. As part of your reservation and payment, also include the set-up time just prior to and clean-up times immediately after your event.
- 5. Please make checks are payable to Canal Run HOA

RESERVATION CANCELLATIONS

- 1. All cancellations that take place at least 72 hours prior to the start of the event will result in a complete refund of all deposits and payments.
- 2. All cancellations within 72 hours prior to the start of the event, will result in a refund of damage/cleaning deposit; and 50% of the reservation deposit.
- 3. All deposits will be fully refunded, if the event is cancelled **due to inclement weather.**

CANAL RUN GYM

- The Canal Run Gym, located in the Clubhouse, will remain open during rental periods for access by all residents.
- Those renting the Clubhouse for an event are NOT permitted to bar access to the gym. However, the gym is off-limits to hosts and guests during your event. This is for you and your guest's safety.

CANAL RUN POOL

Rental of the Clubhouse does not include renting the pool attached to the Clubhouse. If members of your party wish to use the pool during or immediately around the time of your event, you will need to coordinate this event with the Clubhouse/Pool Committee Chair. Please note that due to the need to allow access to the pool to all Owners/Residents there may be restrictions placed on the size of a group, which may use the pool and the purchase of additional guest passes may be necessary to accommodate your event. Therefore, it is incumbent on the renter to engage the Clubhouse/Pool Committee Chair in a full discussion about the nature and scope of the event, so that individual can make a determination as to whether the dual use should be permitted.



CLUBHOUSE RESERVATION AGREEMENT

I request the use of the Canal Run Clubhouse with the understanding of and agreement to the following policies.

- 1. I am at least 21 years of age and a Canal Run homeowner or resident in good standing.
- 2. I will be in attendance at the above event at all times
- 3. I assume all responsibility for the actions and behavior of all persons present at, or in any way related to, the requested event. Further, I agree to hold all guests responsible for abiding by all Home Owners Association's By-Laws, Rules, Covenants, and Regulations.
- 4. I will not hold the Canal Run Homeowners Association liable for any injury caused by the actions or behavior of persons present at, or in any way related to, the event.
- 5. If my usage of the Clubhouse violates the Association's By-Laws, Rules, Covenants and Regulations, or any Federal, State, County or Local law/ordinance, my right to use the facility will be terminated and my damage/cleaning deposit will be forfeited.
- 6. The cleaning requirement list has been provided to me and I will clean up after my event or forfeit the damage/cleaning deposit. Clean-up also includes exterior perimeter.
- 7. I agree to **NOT** hang anything from, touch or tamper with the ceiling or fixtures.
- 8. I agree that any damages to the Clubhouse and outside areas during my event, will be deducted from my damage/cleaning deposit; and if the cost of the damages exceeds the deposit, I agree to pay the Canal Run Home Owners Association for the balance due within ten (10) days of receipt of written explanation and invoice from the Association for such repair(s) and/or replacement(s).
- 9. I agree that all fees and expenses incurred by the Canal Run Home Owners Association as a result of my use of the Clubhouse under this agreement, shall be considered an assessment and constitute a lien against my property; and shall be collectable as such as provided for in the Association's Declaration and By-Laws.
- 10. I affirm that all Canal Run Home Owner's Association dues and other fees are current; and that if I am no longer current on these dues and fees at the time of my event, my event will be cancelled; and deposits and payments may be retained to cover the dues and fees due to the Canal Run Home Owner's Association.
- 11. I agree not to paint, glue, staple, tape or affix anything...etc. to the walls, doors, windows, furniture, appliances, etc.; or light any candles, except on a cake.
- 12. I agree not to smoke inside the Clubhouse or the gated pool area; and to ensure that all my guests abide with this prohibition.
- 13. I agree to securely lock all doors and windows before leaving the Clubhouse.

Signature	Date
C	



CANAL RUN HOMEOWNERS ASSOCIATION, INC.

Clubhouse Reservation Form Request

me:
iling Address:
nail Address:
one:
quested Date to use the Clubhouse:
urs of Use (Include set- up and clean-up) From: To:
proximate # of people attending (Please note that the capacity limit in the abhouse is 100 persons or 60 seated at tables):
scription of the event:
ereby certify that I have read and fully understand the rules governing Canal or Clubhouse Rentals, which are contained in the Clubhouse Reservation les Document and Cleaning Checklist. I further agree to return the Clubhouse doutside perimeter to the condition just prior to the event or risk losing part or all of the \$200.00 damage/cleaning deposit that I am enclosing with this m.
nature: Date:
ase send the completed form along with the clubhouse rental fee and the

Property Management People Attn: Kaitlyn Rashell 92 Thomas Johnson Drive, Ste. 170 Frederick, MD 21702

refundable damage/cleaning deposits to the following address: