

Shipley's Choice Swim & Tennis Club, Inc. Clubhouse Rental Contract

This Clubhouse Rental Contract ("the Contract") is executed this _____ day of _____, _____, _____ By and between Shipley's Choice Swim and Tennis Club, Inc. ("the Club") and _____, ("the Member"), whose address is _____, and whose phone number is _____ and whose email is _____

Renter's Name
Renter's Home Address
Renter's Phone Number
Renter's Email

For and in consideration of payment of the rental fee set forth herein, the club does hereby rent to Member; the facilities located at 947 Rustling Oaks Drive, Millersville, MD ("the Clubhouse") on the _____ day of _____, _____.

Day Month Year

Between the hours of _____ AM/PM and _____ AM/PM.
Member has submitted by separate check, a **deposit of \$200.00** (Two hundred Dollars) and a rental fee check based on chart below \$ _____

	On weekdays the clubhouse is rented by the hour with 1/2 hour increments allowed. Minimum 1 hour. Weekend rates are up to 7 hr rentals at a flat rate <u>Rental time is inclusive of set up and clean up.</u>
Monday-Thursday 9am-11pm	\$30/hr
Friday 9am-4pm	\$30/hr
Saturday and Sunday 9am-4pm	\$150
Friday-Sunday 5pm-Midnight	\$200
NOTE-For certain holidays the Saturday rates may apply	

Checks made payable to SCS&TC and mailed to SCS&TC, PO Box 74, Attn: Clubhouse Millersville, MD, 21108. **For prompt interaction, please contact the Clubhouse Chairperson** at clubhousechr@shipleyspool.com.

*Please mark here if wheelchair access is needed _____ 48-72 hours' notice is required.

Member hereby covenants that the Clubhouse is to be used and attended by Member and his/her guest(s) on the date and time set forth above for the purpose of:

(Include the Event and describe the nature of the planned event)

**** The Bond Member must be present at all times during the said function ****

IN WITNESS WHEREOF, the parties to this Agreement have herewith set their hands to this Contract the day and year first above written.

SHIPLEY'S CHOICE SWIM AND TENNIS
CLUB, INC.

Bond Member Signature & Bond Number

Email

Date Received by Clubhouse Chair

ATTACHMENT A LEASE RULES AND REGULATIONS

Lessee must Read and Initial each Lease Rule listed below

_____ 1. Member hereby covenants that the Clubhouse is to be used and attended by Member and his/her guest(s) on the date and time set forth above purpose. ***The Bond Member must be present at all times during the said function.***

_____ 2. **Cancellation Policy:** Canceling the event ***2 weeks prior*** to the scheduled date will result in a full refund of rental fee. ***Cancellation one week prior*** to the event will result in 50% of rental fee, and ***any cancellation of less than seven days*** will result in a forfeit of full rental fee.

_____ 3. Member anticipates that approximately _____ persons will attend the Event. Members acknowledge that applicable fire regulations specify that **no more than 89 people may occupy the Clubhouse for banquet events and no more than 190 people may occupy the clubhouse for meetings.** Member covenants that all applicable codes will be complied with. Included in clubhouse rental is use of chairs and tables for about 65 people and a kitchenette with refrigerator, microwave and sink.

_____ 4. Member covenants that alcoholic beverages _____ will _____ will not be served at the Event. ***If yes, one day event insurance is recommended (NOT required)***

_____ 5. Under no circumstances may any person under the age of 21 consume alcoholic beverages within the Clubhouse or on the property appurtenant thereto.

6. Members acknowledge that all trash generated must be placed in the appropriate dumpster. **Plastic bags and pizza boxes should not be placed in the recycle dumpster.** Plastic bags full of recyclable materials must be emptied into the recycle dumpster and the plastic bag placed in the general trash dumpster. Pizza boxes must also be placed in the general trash dumpster. The general trash dumpster is located on the left side of the fenced enclosure.

7. Members acknowledge that the vacuum will only be used for dry time pickup and will not be used to collect liquids.

8. Members acknowledge that connections to the TV and sound system will only be made via Bluetooth connections to the TV or using the HDMI outlets on the wall immediately below the TV. Member will contact the Club Chairperson (clubhousechr@shipleyspool.com) as needed for more information on how to use this system

_____ 9. Member acknowledges that there _____ will _____ will not be a band present at the Event.

_____ 10. Members understand that rental of the clubhouse, during summer months, ***does not*** include use of the swimming pool or swimming pool area. **Failure to comply will result in forfeiture of security deposit.**

_____ 11. Members will receive an **email** with lock code for door prior to their event. The clubhouse complex check out inspection form is **required** to be filled out and signed by bond holder attending the event at the end of the evening. **A picture of both sides of the form should be texted to the Clubhouse Chairperson. Alternatively, please text the clubhouse chair that the form is on the kitchen counter.** Be sure to ***print out a copy of your contract and form*** to have with you for your event. ***Failure to do so will result in loss of deposit.***

_____ 12. Within 48 hours of the scheduled conclusion of the Event, the Club shall cause the Clubhouse to be inspected for damage. If the Clubhouse is determined to be **in acceptable condition Member's deposit check will be shredded.** If the condition of the Clubhouse is not acceptable to the Club, members agree to forfeit the deposit to the Club. In the event that the deposit is insufficient to cover the Club's cost in making any repairs to the Clubhouse necessary as a result of Member's use of the clubhouse, or the rental fee check is returned unpaid by the Member's bank, Member covenants to reimburse the Club for the deficiency within 30 days of notice. If Member fails to submit reimbursement, Club shall have the right to file an action against Member for all sums due and owing, plus interest at the rate of six percent (6%) per annum, costs of collections and attorney's fees of not less than \$500.00 or one third (33-1/3%) of the principal due, whichever is greater, and/or may attach the pool bond given and may revoke said bond for failure to pay.

_____ 13. Members agree and understand that a \$25.00 charge will be assessed to Member for any checks returned unpaid by the Member's bank.

_____ 14. Member acknowledges that he/she has received a copy of the Clubhouse rules, which are attached here to as Exhibit A and incorporated herein by reference. Members agree to fully comply with all said rules. Members agree not to disturb the quiet enjoyment of the surrounding homes.

_____ 15. This Contract shall not be effective until executed by both the Club and the Member. Time is of the essence.

_____ 16. Member agrees that he/she will protect and save and keep the Club forever harmless and indemnified against and from any penalty or damage or charges imposed for any violation of any laws or ordinances, whether occasioned by the neglect of the Member, his guest(s) or those holding under Member, and that Member will at all times protect, indemnify and save and keep harmless the Member against and from any and all loss, cost, damage or expense, arising out of or from any accident or other occurrence on or about the Clubhouse, causing injury to any person or property whomsoever or whatsoever and will protect, indemnify and save and keep harmless the Club against and from any and all claims and against and from any and all loss, cost, damage or expense, including reasonable attorney's fees, arising out of any failure of Member in any respect to comply with and perform all the requirements and provisions hereof.

____ 17. This Contract contains all agreements between the Club and the Member relating to Member's use of the Clubhouse for the Event and may not be modified except by written instrument signed by both parties.

____ 18. The provisions of this Contract shall be governed by the Laws of the State of Maryland.

____ 19. In the event that more than one (1) individual has signed this Contract as Bond Member, all individuals acknowledge that their liability for any breach of the terms hereof shall be joint and several.

____ 20. Members agree only to advertise use of the clubhouse within the Shipley's Choice community by newsletter or private mailing. No other written advertising is allowed without the written approval of the Shipley's Choice Swim and Tennis Club Board of Directors. **Failure to comply could result in forfeiture of security deposit.**

____ 21. Party decorations, banners or signs may be adhered to the *white trim only* using 3M Brand command Adhesive strips or hooks. Party decorations, banners or signs are ***NOT*** to be stapled, nailed, tacked or taped (scotch tape, duct taped, etc) on the walls or ceiling light fixtures. **Failure to comply will result in fine(s) assessed or loss of security deposit.**

____ 22. For safety reasons, candles must be contained and enclosed in glass, ceramic, metal or other non-flammable votive type holder. Candles must be placed on tabletops or countertops. Candles may not be placed on the floors. All wax drippings must be cleaned up after said event. **Failure to comply will result in a fine(s) assessed.**

____ 23. NO smoking is allowed in the clubhouse or on clubhouse or pool grounds.

____ 24. Noise must be kept to a reasonable level within the Clubhouse Complex. Weekdays: 10:00pm. Friday, Saturday and Sunday 11pm.

____ 25. If handicapped accessibility is needed for the said event, member must give **the clubhouse chairperson** 48-72 hours' notice (**clubhousechr@shipleypool.com**)

____ 26. The Bond Member is required to clean the Clubhouse after their event according to the requirements in ***Attachment B***.

____ 27. Two checks must be made payable *in advance* to Shipley's Choice Swim and Tennis Club, Inc.:

- a. A **non-refundable payment** of \$25/hr for weekday and weeknight (Monday to Friday), \$125.00 flat rate for weekend day rentals (Saturday and Sunday), \$175.00 flat rate for weekend nights and holidays (Friday to Sunday).
- b. A **refundable payment** of \$200.00 to cover cleaning and/or damages. Cleaning must be completed immediately following the event. The clubhouse will be inspected by the Clubhouse Chairperson and/or the following renter. If it has been satisfactorily cleaned (see checklist) and there is no damage, the entire deposit check will be shredded within two weeks of the event. Any damage or any professional cleaning that has to be done

will be deducted from the deposit. If damages exceed the deposit, the repairs will be contracted and billed to the club member. The club member is reminded that his/her bond becomes, in effect, a part of the security deposit.

- c. The club member is subject to board discipline if any of the above rules are violated.

28. If any violations are found upon arrival, contact the clubhouse chairperson at clubhousechr@shipleyspool.com or the phone number provided in advance by the clubhouse chairperson. Date and time are noted when you report the violation(s). Failure to do so will result in your being fined instead of the prior renter.

I have read, initialized, and agree to all of the Lease Rules and Regulations listed above

Bond Member Signature: _____

Date: _____