

RENTAL AGREEMENT

This Agreement is between the Holland Point Citizens Association, Inc. (hereinafter, the "HPCA") and

(hereinafter, the "Renter"), with an address of _____

Explanatory Statement

The primary purpose and function of the Loveless Building is to serve the social and business needs of the HPCA and its members. When time and availability allow, the HPCA will consider allowing the use of the Loveless Building through its rental by others in the community and the surrounding area, under the terms and conditions contained herein. Renters are welcome guests in our community home, but given the residential nature of the location of the Loveless Building and as a condition of the rental of the premises, the HPCA expects the Renter to adhere to the same standard of "quiet enjoyment" that HPCA itself follows when assembling there.

WHEREAS, the HPCA is willing to rent the Loveless Building for uses acceptable to it, provided that the Renter is willing to enter into the Agreement and to save and hold harmless the HPCA against any and all personal injury, death and property damage claims arising out of the use of the Loveless Building by the Renter; and

WHEREAS, the Renter desires to use the Loveless Building under the terms and conditions contained herein and is willing to indemnify and save harmless the HPCA against any and all claims for personal injury, death and property damage that might arise from the use of the Loveless Building by the Renter.

NOW THEREFORE, in consideration of the foregoing premises and the covenants contained herein, the parties intending to be legally bound, hereby agree as follows:

1. **RENTAL FEE:** _____

2. **RENTAL DEPOSIT:** _____

This deposit is due upon execution of this agreement and will be applied to the total building rental fee, not to be less than \$100.00. This is to hold the date for the Renter's event. A minimum of five working days notice of cancellation in advance of the scheduled date is required. If the Renter does not provide the notice of cancellation by _____ as specified herein, the rental deposit set forth above shall be forfeited.

3. **EVENT DATE AND TIME:** _____ Walk-through with the building manager, distribution of keys and the balance due on the building rental will be:

Date: _____ Time: _____ Balance Due: _____

We allow 4 hours prior to the event for preparation and 4 hours after for cleanup. The time of day of the event will be considered when determining the availability of the building for this allowance. Set up and clean up time allowance are set forth as follows:

4. **SECURITY DEPOSIT:** _____

This deposit is to be applied towards any damage of the building, property or contents by the Renter. Subject to the return of the keys and the post-event inspection of the Loveless Building and property by the building manager, said deposit will be returned in whole or part to the renter.

5. **INDEMNIFICATION:** The Renter will indemnify and save harmless the HPCA, its officers and directors, and at the request of the HPCA defend it against any claim, liability damage, or expense (including attorney's fees) arising from any actual, or claimed death or injury to any person, **including contracting the COVID 19 virus**, or any actual or claimed damage to the property of the HPCA, the Renter, or a third party, including loss of use which actually or allegedly results from or arises out of the Renter's use of the Loveless Building.

6. **ACCIDENTS:** The Renter shall furnish the Loveless Building manager with a written report of any accident occurring on the property of the HPCA immediately after any such incident. The property of the HPCA includes the Loveless Building, the parking area and surrounding green space. The HPCA shall provide the renter with a form on which to complete the accident report.

7. **LOSS OR DAMAGE:** The Renter shall indemnify the HPCA against any loss of or damage to HPCA property, beyond that due to "normal wear and tear," that is the result of the wrongful or negligent act(s) of the Renter, the Renter's guests, employees, officers, directors, agents or contractors including, but not limited to, acts or commission, omission, pilferage, theft and vandalism.

8. **TERMS AND CONDITIONS:** The Renter agrees to comply with the following terms and conditions of this Agreement:
- A. **ALCOHOL PERMIT:** If alcohol will be SOLD during the event, the Renter must obtain a Liquor Permit from Anne Arundel County. In this case the HPCA will provide a permit application to the Renter for completion and notarizing prior to submittal to the Anne Arundel County Liquor Board for permit approval and issuance. The approval permit must be prominently displayed for the duration of the event. *NO ALCOLHOLIC BEVERAGE SHALL BE CONSUMED ON COMMUNITY OWNED PROPERTY BY ANYONE UNDER 21 YEARS OF AGE.*
 - B. **NON-SMOKING FACILITY:** *SMOKING IS PROHIBITED* inside the Loveless Building. The Renter shall empty the receptacles outside the building entrance of cigarette butts and trash as part of the building cleanup required by this Agreement.
 - C. **ENERGY CONSERVATION:** The Holland Point community is conscious of energy conservation and its impact on the environment. With that in mind the HPCA encourages the Renter to keep both outside doors closed at all times during its occupancy and use of the premises, and the Renter shall us its best efforts to comply with the HPCA wishes.
 - D. **COOKING AND SERVING UTENSILS:** The Renter shall provide and use its own utensils.
 - E. **NOISE ORDINANCE:** The Renter shall comply with the county noise ordinance which prohibits, among other things, amplified musical instruments or recorded music played at an unreasonably loud volume.
 - F. **DECORATIONS:** No tape, thumb tacks or staples on the walls or ceiling. Hooks have been provided in the center of the room and ceilings edge for the purpose of hanging decorations. Also, **no confetti** is allowed inside due to the creases in the wood floor or outside. It is impossible to clean up.
 - G. **POST EVENT CLEAN UP:** At the conclusion of its event, the Renter is required to:
 - Wipe down tables before putting them away.
 - Stack and store chairs and tables used in shed. White indoor chairs must be left inside and round tables also need to be left inside
 - Shut and lock all windows.
 - Set heat back to 50 degrees in the winter, or set air conditioner to 80 degrees in the summer.
 - Turn off all lights, ceiling fans and kitchen exhaust fan if used.
 - **LOCK BOTH DOORS AND TAKE ALL TRASH WITH YOU**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative this _____ day of _____ 20_____.

HOLLAND POINT CITIZENS ASSOCIATION, INC.

By: _____
Meredith Page, Building Rental Manager

RENTER (Organization): _____

By (Signature): _____

Print Name: _____ Title: _____

Please sign and return this contract with a check for \$_____ made payable to H.P.C.A. as soon as possible to hold the date you requested. If you have any questions, please call Meredith Page at 301-452-1115 or email him at cmpage52@gmail.com. Thank you for using the Holland Point Citizens Association Loveless Building!

REV: 10/24/2021