

BRUNSWICK CROSSING HOMEOWNER'S ASSOCIATION



RENTAL FACILITIES

RENTAL RULES AND REGULATIONS



BRUNSWICK CROSSING HOMEOWNERS ASSOCIATION, INC.
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TABLE OF CONTENTS

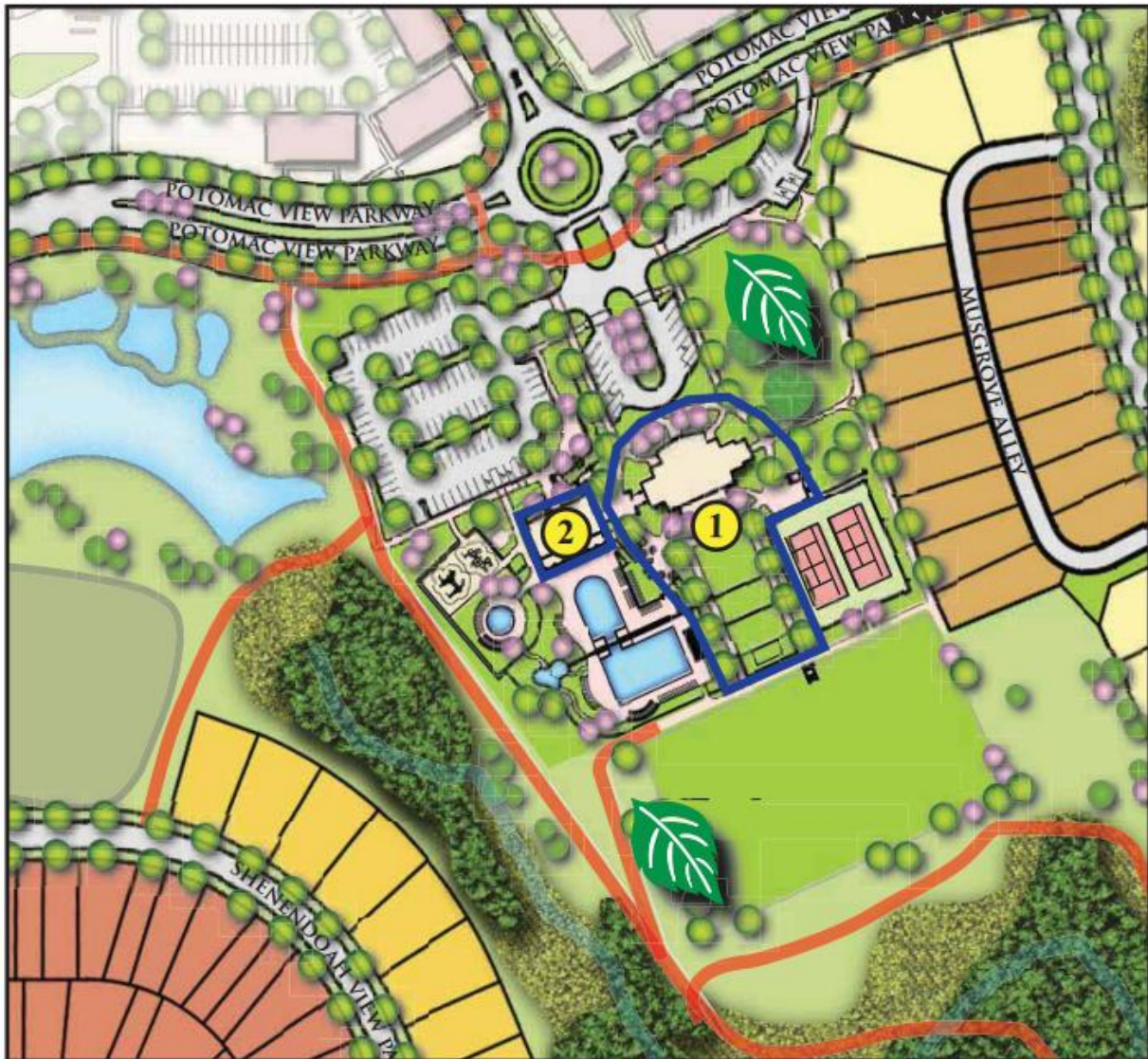
RENTAL FACILITIES	3
FACILITIES RENTAL – COMMUNITY CENTER FACILITIES FOR RENT	4
FACILITIES RENTAL – TIMES OF USE.....	4
FACILITIES RENTAL - ELIGIBLE RENTERS and PRIORITY	5
FACILITIES RENTAL – RESERVATION PROCEDURES.....	6
FACILITIES RENTAL – FEES	7
RENTAL AGREEMENT – GENERAL CONDITIONS	10
RENTAL AGREEMENT - SPECIFIC CONDITIONS	12
RENTAL AGREEMENT – INSURANCE REQUIREMENTS AND INDEMNIFICATION	13
RENTAL AGREEMENT - PROHIBITED ITEMS	13
RENTAL AGREEMENT - PRE & POST RENTAL INSPECTION OF FACILITY	14
RENTAL AGREEMENT - RENTAL FACILITIES EMERGENCIES & NOTICES.....	15
RENTAL AGREEMENT - RENTAL FACILITIES DOOR & ALARM ACCESS.....	15
EXHIBIT “1”: CLUBHOUSE LAYOUT.....	16
EXHIBIT “2”: ACTIVITY CENTER – MULTI-PURPOSE ROOM	17
EXHIBIT “3”: POOL PARTY FLYER.....	18
ADDENDUM “A”: RENTAL AGREEMENT APPLICATION	19
ADDENDUM “B”: SECURITY DEPOSIT FORFEITURE LIST	20
ADDENDUM “C”: BUILDING ACCESS INSTRUCTIONS AND PROCEDURES.....	23

All Questions should be directed to Clagett Management
Sarah Roberts, sroberts@clagett.com or 240-651-3067





RENTAL FACILITIES



- ① COMMUNITY CENTER AND OUTDOOR TERRACES
- ② ACTIVITY CENTER

**Please see the following page for the specific areas that are included in rental packages*



FACILITIES RENTAL – COMMUNITY CENTER FACILITIES FOR RENT

RENTAL FACILITIES: The Community Center Facilities available for rental (collectively, the “Rental Facilities” or “Facilities”) include the Brunswick Crossing Clubhouse, Activity Center (located next to the pool), and a Terraced Lawn Area located behind the Clubhouse. These Facilities include a security alarm system, electronic access, HVAC, video surveillance and fire suppression systems.

The Rental Facilities are not conducive to more than one meeting/event on the same day; therefore no more than one event will be reserved per day. There may be exceptions for simultaneous rentals when the rental request is for the Multi-purpose Room in the Activity Center.

The Homeowner Association (“HOA”) and Marketing areas of the Clubhouse are not available for rent and are off-limits to Agreement Holders and their guests during the Rental Period. Please refer to “**Exhibit 1**” for a diagram showing the areas that are off-limits to renters.

FACILITIES AVAILABLE FOR RENT

NOTE: The Pool and Field are open during normal working hours to all Association Members and may be used during a rental. Otherwise, during a rental, any other section of the Facilities listed below will be restricted to the Agreement Holder’s rental guests ONLY.

1. CLUBHOUSE

- a. Renting the entire Clubhouse includes:
 - i. Club Room/Conference Room/Greatroom/Bar/Lounge/Terraced Lawn Area and Game Room
- *Front and Rear Porches and patios/fireplace are included

2. ACTIVITY CENTER – Multi-Purpose Room

***POOL PARTY:** In order to rent a Facility in conjunction with the pool for a party, you must rent the Rental Facilities through Clagett Management and the pool must be rented through RSV Pools, the pool management company, (see “**Exhibit 3**” – Pool Party Flyer). It is the responsibility of the Member to coordinate the dates and times of these two rentals for their function through the two management companies.



Rental Facilities Maximum Occupancy Limits

All uses of the Facilities must conform to the Maximum Occupancy Limits:

1. Clubhouse: Not more than 100 Persons
2. Activity Center: Not more than 50 Persons
(Multi-Purpose Room)



FACILITIES RENTAL – TIMES OF USE

All reserved uses of the Rental Facilities must adhere to the times indicated below. The official permitted hours of reserved use may be changed without notice by the Board of Directors from time to time. In addition, the Association has the authority to extend the hours of availability for Association sponsored events.

CLUBHOUSE RENTAL HOURS

- Monday through Thursday 5:00pm until 11:00pm
- Friday 5:00pm until 12:00am (mid-night)
- Saturday 2:00pm until 12:00am (mid-night)
- Sunday 2:00pm until 11:00pm

POOL HOUSE MULTIPURPOSE ROOM RENTAL HOURS: Monday through Sunday 11:00am until 10pm

If the Agreement Holder does not vacate the Rental Facilities and its premises at or before the designated end time of the reserved time period an "Excess Use" charge shall be deducted from the security deposit for each 30 minute interval.



FACILITIES RENTAL - ELIGIBLE RENTERS and PRIORITY

RESERVED USE: The Rental Facilities shall be for the exclusive use of the Declarant and Builder for its sales and marketing of the community and the Association's Members, their legal tenants, and invited guests, and through programs sponsored by the Association, for chartered Association Committees, and other groups as may be called together by the Association from time to time to participate in Association activities or to pursue Association business.

1. The holidays and events listed below may be blocked for reservations such that the room is not available for private use by a single Member.

New Year's Eve	Thanksgiving
New Year's Day	Halloween
Super Bowl Sunday	Christmas Eve/Christmas Day/Easter
Independence Day	Additional reservations for Community events.

While no guarantee can be made, if the dates are not reserved, the original block has been removed at the discretion of the Association and there is no Reservation Date pending by the Declarant, Builder or by Association, the Rental Facilities may be made available for private reserved use on the above dates.

2. Reservation of the Rental Facilities for private, residing-Member use shall be on a first-come, first-serve basis and at the sole discretion of the Association's Board of Directors or its authorized agent.
3. The Board of Directors reserves the right to deny access to any group in its sole discretion for any reason that it deems in the best interest of the Association and its Members. The Board will not approve any group that promotes or stands for hate, discrimination, violence, anti-social conduct or other interests with which the Association should not be associated.
4. The Board of Directors retains the right to change the priority and fees associated with use of the Rental Facilities at any given time.

DECLARANT AND BUILDER: Use of the Rental Facilities is first granted to the Declarant, its assigns and community Builders. The aforementioned Declarant, its assigns and Builder shall be exempt from all Rental, Security Deposit and Staffing Fees.

OFFICIAL ASSOCIATION BODIES & CHARTERED COMMITTEES: After requested use by the Declarant, the use of the Rental Facilities is granted to official bodies of the Association.

1. Included in this group are the Brunswick Crossing Architectural Review Committee and LifeStyle Committee (which includes, but is not limited to, the Yard of the Month Committee, Welcome Committee, Book Club, Discussion Group, Yoga Group, etc.), and other Association sanctioned groups with regularly scheduled meetings and/or functions that serve the entire Association. All such uses require proper notification to the HOA staff for reservations and all Members.
2. The aforementioned groups shall be exempt from all Rental and Security Deposits but shall be required to submit their requests for the use of any Rental Facilities in writing to the HOA staff. Staffing and Cleaning Fees may apply for certain events.

MEMBERS (SETTLED RESIDENTS) OF BRUNSWICK CROSSING: After the requested use of the Rental Facilities are determined for the Declarant and Official Association Bodies, Members are allowed to rent the Rental Facilities.

1. **In order to reserve the Rental Facilities, the Agreement Holder must meet the following criteria:**
 - a. Be a Deed Owner/Member and current resident of the Association in Good Standing. Proof of residency will be required (driver's license with current address, personal check with address, recent utility bill (phone, internet) or credit card bill.
 - b. Be a member in Good Standing - current in the payment of their assessments and does not have any outstanding Violations of the Association's Governing Documents or Rules and Regulations. *Those members who are delinquent and/or have an outstanding violation of the Associations Declaration, Governing Documents or Rules and Regulations are deemed "Not in Good Standing" and may not reserve or use the Rental Facilities for a private function until their account is current in assessments and/or all violations have been rectified.*
2. Should a tenant in the community wish to rent the Rental Facilities, the Legal Member (person(s) listed on the deed) must sign the Rental Documents agreeing to be the responsible party as well as provide the Association with a copy of the executed Lease Agreement.
3. Except for on behalf of a legal tenant, a Member may only reserve the Rental Facilities for their own personal use. Members may not reserve the Rental Facilities on behalf of non-residents, businesses and other groups and organizations under the guise of reserving it for themselves.
4. The Rental Facilities **MAY NOT** be used for profit activities or day care.
5. The Rental Agreement Application is non-transferable.

NON-RESIDING LEGAL MEMBERS and NON-MEMBERS OF BRUNSWICK CROSSING: Until otherwise notified, Non-Resident Legal Members or persons not residing in Brunswick Crossing may not rent or use the Rental Facilities.



FACILITIES RENTAL – RESERVATION PROCEDURES

Reservation of the Rental Facilities for private use by eligible Members shall be as follows:

1. Contact the HOA Associate listed on the Rental Agreement Application to check the availability for the requested reservation date (the “**Reservation Date**”) and time at least two (2) calendar weeks and no more than Six (6) months prior to the requested date.
***If at any time between the Rental Agreement Application and requested use period the Association becomes aware that a Member is not in Good Standing for any valid reason, the Rental Agreement Application and any tentative or guaranteed Reservation Date will be cancelled or held and the status frozen (at the sole discretion of the Association) until such time as the Member is confirmed to be in Good Standing.**
2. If the time slot is available based on the initial contact, the HOA Associate will tentatively reserve the date on the rental calendar and send an email confirming this “Tentative Reservation” to the Member.
3. The following items must be **COMPLETED IN FULL** and received by the Management Agent within Fourteen (14) calendar days of the “Tentative Reservation” confirmation as stated in #2, or the reservation may be cancelled:
 - a. Rental Agreement Application (the “Application”) – Addendum “A”
 - b. Rental Fee/Ancillary Fee Payment – a check, cashier's check or certified bank check (as calculated in the Application and to be separate from the security deposit payment)
 - c. Security Deposit – a check, cashier's check or certified bank check for the Security Deposit (as calculated in the Application and to be separate from the Rental/Ancillary Fee payment)

*At the sole discretion of the Association or its Management Agent and on a case-by-case basis, an Application may be

accepted for events occurring in less than Fourteen (14) calendar days if the Rental Facilities are available, staff is available (as may be necessary) and a Certified Bank check (only) is presented for payment of all Rental Fees, Security Deposit Fees and Ancillary Fees. The acceptance of an Application for less than Fourteen (14) calendar days before the Reservation Date is a one-time courtesy and should not be relied upon.

PLEASE NOTE: INCOMPLETE DOCUMENTS AND/OR NON-RECEIPT OF FULL PAYMENT WILL DELAY THE RESERVATION PROCESS. A RESERVATION DATE SHALL NOT BE CONSIDERED AS GUARANTEED AND RESERVED ON THE RENTAL FACILITIES CALENDAR UNTIL THE APPLICATION IS COUNTER SIGNED BY THE ASSOCIATION OR ITS AGENT. THE RETURN OF INSUFFICIENT FUNDS CHECKS, STOP PAYMENT CHECKS AND OTHER FORMS OF VOIDED AND INSUFFICIENT FUNDING ON BEHALF OF THE AGREEMENT HOLDER SHALL VOID THE APPLICATION.

4. All payments shall be made payable to the "**BRUNSWICK CROSSING HOMEOWNERS ASSOCIATION, INC.**". Payment in cash is not permitted. All rental payments shall be immediately deposited in an Association bank account.
5. Each Application submitted to the Association for use of the Rental Facilities shall be subject to review by the Association's Board of Directors or its appointed staff. The Association may deny any request if such use is deemed to put the Rental Facilities, its property, or guests at unusual risk, or if such use of the Rental Facilities is deemed to be contrary to the best interests of the Association, if the Member is not in Good Standing, if the Member has not properly used the Rental Facilities in the past (as solely determined by the Association) or for any other reason.
6. Once fully executed by all parties, the Application is non-transferable. Such Application shall be binding on the reserving Member (hereinafter "Agreement Holder") at which time the Association's agent will then send the applicant a copy of the Application confirming the Reservation Date.
7. **The Rental Facilities shall be officially reserved when the Agreement Holder is in receipt of a "Brunswick Crossing Community Center Facilities-Confirmation of Reservation" confirming the Reservation Date EXCEPT that the Application will be considered void and cancelled if any check or money order is returned by the bank for non-payment of funds or a money order is found to be forged or if the Member does not stay in Good Standing.**
8. The Association reserves the right to pursue all legal remedies against Members presenting checks returned by bank for non-payment and forged money orders.






FACILITIES RENTAL – FEES

1. The current Rental Fee, Security Deposit and Ancillary Fees for reserved use of the above listed areas are shown in the table below. These fees and deposit amounts may be amended and revised from time to time by the Board.

[See Next Page for Rental Fee Chart]

2. Methods of Payment:
 - a. Rental Fees and Ancillary Fees: Personal Check, Cashier's Check or Certified Bank Check
 - b. Security Deposit: Personal Check or Certified Bank Check

RENTAL PACKAGE	FACILITY	RENTAL FEE	DEPOSIT	NOTE
	Clubhouse			
A	Clubhouse (All Inclusive) Includes Game Room, Club Room, Conference Area, Great Room, Bar/Lounge Area and Terraced Green	\$ 350	\$ 1,000	Includes the use of the front and rear porches, Fireplace and Side Patio
	Activity Center			
D	Multi-Purpose Room (Activity Center)	\$ 150	\$ 150	Includes the use of the rear deck
	Ancillary Fees			
Cleaning Fees (Professional Cleaning Service) - at the Departure Time, all Agreement Holders are required to clean and restore the rented facilities exactly as it was at the Pre-Rental Inspection. Below are Fees ONLY for cleaning after the rental if elected by the Agreement Holder. These fees EXCLUDE any damage/restoration charges				
Clubhouse (All Rooms)		\$ 275	-	Coordinated By Clagett
Activity Center-Multi-Purpose Room		\$ 75/hr	-	
Additional Cleaning-as required		\$ 45/hr	-	
Association Staffing Fee (if required)		\$ 25/hr	-	At the discretion of the Board

***Cash will not be accepted, under any circumstances, to pay for renting the Rental Facilities**

3. Certain Rental Agreements may require Association Staffing to be present (at the Board of Director's discretion). In such cases, the Agreement Holder will be notified of an hourly Staffing Fee which will be added to the Application and the reason for which the staffing is needed. Possible events requiring Association staffing include, but is not limited to, a wedding or birthday party with more than 100 attendees, or, an event that serves alcohol (only allowed with a State Catering License or State of Maryland Alcohol Awareness Certification to be provided to the HOA) and/or has more than two (2) vendors. In the event the Agreement Holder cancels or changes the Reservation Date with less than Fourteen (14) calendar days prior to their reservation date, fails to show up for the Reservation Date or the Association has to cancel, suspend use, terminate or require the Agreement Holder and his/her guests to vacate the premises because of a Violation under the Application, the total Staffing costs may be deducted from the Security Deposit.
4. The Security Deposit shall be refunded only if all premises furniture, appliances, fixtures, electronics, appurtenances, and wall trim and finishes are not missing and found, upon post-use inspection, to be in the same condition as at the commencement of the Rental Period as listed on the pre-use inspection. Notwithstanding any other conditions, actions or events that may cause a full or partial forfeiture of the Security Deposit, a schedule of Security Deposit Forfeiture Fees is made part of the Application as **Addendum "B"**.
 - a. In the event of a cancellation, the Security Deposit shall not be refunded unless the Agreement Holder gives the Association's managing agent or other authorized staff written notification of his/her intention not to use the Rental Facilities during the Reserved Period at least Seven (7) calendar days prior to the Reservation date. In such cases where the Association has been given at least Seven (7) calendar days' notice, the Association has the right to withhold a nominal Administrative Processing Fee as shown on **Addendum "B"**. Administrative Processing Fees include, but are not limited to, preliminary coordinating efforts and paperwork and payment processing.
 - b. If for any reason the Rental/Ancillary or Security Deposit funds are returned by the bank, the Application will be

canceled and the bank charges or other related service charges will be deducted from the Security Deposit in addition to the Administrative Processing Fee.

- c. In the event any premises furniture, appliances, fixtures, electronics, appurtenances are found, upon post-use inspection, to be missing or damaged, the security deposit will be deducted as shown on **Addendum "B"**. This amount does not include additional costs associated with replacing a missing item or heavy damage to said items, to include, but not limited to, walls, trim, doors, floors, and carpeting.
- d. The Security Deposit shall not be considered liquidated damages and the Agreement Holder hereby agrees that he/she shall be responsible for any and all damage in excess of the amount of the Security Deposit. If the aggregate total of any fee and deductions under these Rental Rules and Regulations to be deducted from the Security Deposit, including but not limited to: Forfeiture, Illegal Activities, Forced Removal, Cancellation, Violation Cleaning, Key, Excess Departure, Staffing, Additional Insurance, Damage and Restoration, Administrative and any other fee or deduction, exceed the amount of the Security Deposit received, the excess will be billed to the Agreement Holder. Failure to pay such billed amounts due will result in the Association taking collection, legal or other actions authorized by the Associations Governing Documents and prohibit future Rental of the Rental Facilities.
- e. In the event the Agreement Holder does not leave or return the Key provided to access the Rental Facilities as instructed, a Key Return Fee will be deducted from the Security Deposit.
- f. Agreement Holder must bag and remove all trash and replace used bags located in the kitchen if provided by the Association or portion of the Security Deposit will be deducted as indicated on **Addendum "B"**. The Agreement Holder will remove all such property from the premises at the conclusion of the reserved use unless prior arrangements have been made with the Association's managing agent.
- g. For certain events where the Association does not require a Cleaning Fee to be paid for the facility to be professionally cleaned by the Association's designated cleaning contractor, the Agreement Holder may elect to have the facility cleaned by the Association's designated cleaning contractor by paying the Cleaning Fee shown on **Addendum "A"** of this Agreement (the "Cleaning Fee"), which must be paid at the same time that payment is made for the Rental Fee and Security Deposit. In either situation, if the costs of the actual cleaning services rendered exceed the amount of the Cleaning Fee collected, that amount will be deducted from the Security Deposit along with an explanation of the deduction. If the Agreement Holder is given the option and elects to clean the Rental Facilities themselves and the Rental Facilities are not restored to its pre-use condition (as solely determined by the Association or its assigns), the Association will have the Rental Facilities cleaned and deduct the cost from the Security Deposit.
- h. Failure of the Agreement Holder to vacate the premises after the Departure Time of the rental will result in an "Excess Use" charge per each Thirty (30 minute) interval as shown on **Addendum "B"**. Such charge will be deducted from the Security Deposit.
- i. The Agreement Holder is responsible for keeping noise to a minimum to avoid disturbing Members and neighbors. The Security Deposit shall be forfeited if law enforcement is summoned by any party for a noise disturbance (see item 11 in "General Conditions for specific information
- j. **If any of the following prohibited substances or activities are found or known to have been present or occur on the Brunswick Crossing, LLC or Brunswick Crossing HOA property the entire Security Deposit shall be forfeited: Firearms/Fireworks, Alcohol (only allowed with a State Catering License or State of Maryland Alcohol Awareness Certification), any Promiscuous or Illegal activity, any Illegal Drug or Controlled Substance as listed on the United**





RENTAL AGREEMENT – GENERAL CONDITIONS

The Agreement Holder shall abide by the following General Conditions when renting the Rental Facilities and acknowledges that they must adhere to all Rules and Regulations listed in this document:

1. The Agreement Holder hereby agrees that the Rental Facilities and its premises will be used only for the purpose, in the specific areas, facilities, amenities and equipment, and included vendors, as indicated and agreed to in the Application and that any different or additional use other than listed in the Application may result in forfeiture of a portion or all of the Security Deposit paid by the Agreement Holder.
2. Unless otherwise agreed to in writing, the Agreement Holder and accompanying guests will have exclusive use of the Rental Facilities indicated on **Addendum "A"**. For all rentals, the areas outlined on Exhibit "1" shall not be used during the Rental Period.
3. The Member executing the Application (the "Agreement Holder") must be in attendance at said activity at all times and adhere to the hours on said Agreement.
4. All events/activities must end and the building and premises vacated after the end of the Rental Period. The Agreement Holder shall ensure all persons have vacated the Rental Facilities before setting the alarm and departing the premises. As a matter of courtesy to the community, please vacate the premises quietly.
5. Agreement Holder must not allow more than the maximum number of persons permitted by law to occupy the building during the Rental Period; and is responsible for the cost and consequence of any legal action initiated by the Association or Frederick County for violation of occupancy limits.
6. The Agreement Holder understands and is aware that the designated Association representative may visit the event/function in a manner to monitor compliance with the Application, the Governing Documents and any Association Rules and Regulations during the Rental Period.
7. The Agreement Holder hereby agrees to comply with all local and state laws, permits, governmental regulations and/or ordinances and orders. The Agreement Holder and all users of the Rental Facilities during a time of reserved use will be responsible for compliance and adherence to the Association's Declaration of Covenants and Bylaws, including all amendments thereto, the Rules and Regulations of the Association and all specifications of the Agreement. The Agreement Holder also agrees to abide by the Brunswick Crossing HOA Rental Facilities Rental Rules and Regulations for the use of the Facilities, which are adopted from time to time, and the stipulations of this Agreement. The Association has the right to modify said Rental Rules and Regulations from time to time and shall have no liability to the Agreement Holder for its enforcement or waiver of such Rental Rules and Regulations. The Agreement Holder hereby agrees and certifies that he/she has received and reviewed a copy of Brunswick Crossing Homeowners Association Rental Facilities Rental Rules and Regulations.
8. There shall be no commercial use of the Rental Facilities including "home-based parties" or other events in which goods or services are ordered or sold. Except where such fees are incidental to Association-sponsored activities, no admission fees or any fund transfers which might be construed as admission fees whatsoever shall be collected for use of the Rental Facilities by the Agreement Holder
9. The Association, it's Directors, Agents, Officers, and Employees assume no responsibility for the personal property of anyone using the Rental Facilities during times of reserved use. All personal property placed at the Rental Facilities or elsewhere upon the Association's property shall be placed at the Agreement Holder's risk or at the risk of the person owning such property, and the Agreement Holder agrees to hold the Association harmless and without fault or liability for any loss or damage, direct or indirect, which occurs as a result of theft or damage to said property.
 - a. The Agreement Holder hereby agrees to exercise due care in using the premises, and the Agreement Holder also agrees that the furniture, appliances, fixtures, electronics, appurtenances and, wall trim and finishes are under

his/her control, and therefore, the Association is not liable to the Agreement Holder, his/her guests, servants, or invitees for any damage whether to person or property caused by the failure of any plumbing, heating, sewage, electricity or electric system, water or gas systems, fireplace, kitchen appliance or for failure of any other fixture.

- b. In addition, the Agreement Holder agrees to indemnify and hold the Association harmless and without fault or liability for any loss or damage, direct or indirect, which occurs during the Rental Period from either personal or property damage sustained by the Agreement Holder, his/her guests, invitees or servants.
 - c. In the event that the Association breaches its obligations under the Application, the parties hereto agree that the Association's liability for damages shall be limited to the amount of the Fee(s) paid and the Security Deposit paid.
 - d. Moreover, the Agreement Holder shall indemnify the Association for any and all costs or expenses, including but not limited to attorney's fees, that are incurred by the Association arising out of any claim by it against the Agreement Holder, his/her guests, invitees, vendors or persons in their service.
10. The Agreement Holder is responsible for the actions and whereabouts of all guests and vendors on Association premises during the duration of the rental. The Agreement Holder hereby agrees to be responsible for their actions, and the actions of any of their guests in the rental area(s) as indicated on Addendum "A" during the use of the Rental Facilities.
11. Noise Levels Shall Be The Responsibility of the Agreement Holders During a Rental: Title 4 Section (C) – Public Nuisance Offences of the City of Brunswick Ordinance and Chapter 15 Section 15.21 of the Frederick County Code of Ordinances prohibits loud noise which may disturb residents of the community. The Agreement Holder is required to adhere to the requirements of the City of Brunswick and Frederick County Ordinance. As the Rental Facilities are adjacent to several private residences, the Agreement Holder shall monitor the conduct of their guests and activities to keep disruptive noise to a minimum. By signing the Application, the Agreement Holder acknowledges that they have reviewed and understand the City of Brunswick and Frederick County Code of Ordinances noted above.
12. The Agreement Holder is responsible for removing all personal property at or before the designated end time of the Reservation Date Departure Time.
13. The Association is not responsible for and will not reimburse the cost of towing for illegally parked vehicles on public roadways, any alleyway, Common Areas and for vehicles blocking private residences. Parking is permitted in lined spaces in the parking lots near the Rental Facilities, in designated areas on public roadways, and other areas assigned by the Association.
14. The Agreement Holder hereby agrees that the Association or its designated Association representative, at his/her discretion, may without notice suspend use or terminate the Rental Period at any point in time and require the Agreement Holder, his/her guests and invitees to vacate the premises during or at the time of the function if he/she feels that the activities of the Agreement Holder or his/her guests or the Agreement Holder or invitees are in breach of this Agreement or in violation of any of the Association's Governing Documents, Rules and Regulations, Federal, State, County or local laws or ordinances, or if the activities are deemed contrary to the best interests and safety of the Association. The designated Association representative may terminate the Rental Period without notice if such activities are deemed to put the Rental Facilities, its property, or the Agreement Holder or his/her guests or invitees at unusual risk. If the Agreement Holder fails to abate noise or excessively loud music or any other disturbing activities when requested to do so, the Association, or other authorized Association representatives, are authorized and directed to terminate the Application. In such above instances, no Rental Fee or Security Deposit will be refunded.
15. The Agreement Holder hereby acknowledges that the Application cannot be assigned or transferred to another resident or homeowner of the Association, guest or person.



RENTAL AGREEMENT - SPECIFIC CONDITIONS

In addition to other concerns and conditions that the Agreement Holder shall be responsible for and mindful of whether or not specified in these Rental Rules and Regulation and Application, the following specific conditions during the Rental Period must be followed. Notwithstanding any other conditions, actions or events that may cause a full or partial forfeiture of the Security Deposit, failure to fully adhere to the following conditions shall cause a full or partial forfeiture of the Security Deposit.

1. If specifically allowed in writing per the Association and not being controlled by a professional caterer, liquid and gel chafing and cooking fuel may be allowed for catering and food warming if used and monitored in a prudent and safe manner, and if extinguished promptly when not in use. Use of such cooking fuels should be in the kitchen area unless otherwise permitted in writing.
2. The pool and pool deck areas are **always off limits** during a rental unless the pool management company has been contacted to coordinate a pool party during a rental. Please see **Exhibit "C"** for pool rental procedures and information.
3. All persons under the age of 18 must be chaperoned by an adult. As needed, additional chaperones are required at a rate of One (1) Adult chaperon per Six (6) youths (a youth is defined as a child twelve (12) years of age and under) at the event, or any portion thereof.
4. If auxiliary lighting or sound equipment/entertainment systems or similar equipment is contemplated for use during any of reserved time, the Association's managing agent shall be notified Three (3) days in advance of the reserved date. The managing agent reserves the right to conduct an inspection of the lighting or equipment to be used by the Agreement Holder with a representative of the City of Brunswick, Frederick County Fire Department or by a licensed electrician as may be necessary. A Staffing Fee plus actual costs by the electrician or inspector to cover the cost of such inspection shall be levied against the Agreement Holder.
5. The Agreement Holder shall not allow any person to rest their feet on, climb, or participate in rough-play, mark, cut, deface any furniture, fixtures or equipment, landscape or other Association property in the Rental Facilities. Damage resulting from violation of the above will be deducted against the Security Deposit.
6. Outdoor furniture shall not be brought into the Rental Facilities and Rental Facilities furniture shall not be moved from its area of origin.
7. Additional folding chairs and tables may be used so long as they are clean, in good condition and have rubber tips to avoid damage to flooring.
8. It is the responsibility of the Agreement Holder to ensure that Rental Facilities items are **NOT REMOVED** from any area and all items are returned to their original location or storage area after each reserved use. These items include, but are not limited to: decorations, chairs, tables, equipment, game controls, remote controls, and serving trays.
9. **All refuse, party trash (including balloons that escape to the ceiling) and personal property of the Agreement Holder, guests and invitees shall be removed from all areas subject to the Application (including bathroom areas) immediately following the reserved use of the Rental Facilities.** The Agreement Holder is responsible for replacing all emptied trash cans with liners (as provided by the Association). **DO NOT LEAVE ANY LEFTOVER BEVERAGES AND FOOD PRODUCTS (INCLUDING NON-PERISHABLE FOODS) IN THE RENTAL FACILITIES.**
10. The Rental Facilities must be cleaned and clear of debris i.e. tables, countertops, appliances, and furniture shall be wiped down and cleaned of any food spills.
11. Any situation that causes a stain or damage to upholstered furniture and carpets must be professionally cleaned.
12. Electrical circuits shall not be overloaded with power strips and multi-outlet converters.



RENTAL AGREEMENT – INSURANCE REQUIREMENTS AND INDEMNIFICATION

The Agreement Holder is required to ascertain and arrange for any additional insurance in conjunction with vendors/contractors hired for services at any event for which said Agreement Holder rents the Facilities (**all Certificates of Insurance shall have the following Four (4) entities as additionally insured:**

- Brunswick Crossing, LLC,
- Brunswick Crossing Homeowners Association, Inc.
- Pleasants Development, LLC
- Brunswick Crossing Commercial Association, Inc.

The Agreement Holder further indemnifies the Association, its Directors, Officers Agents and Employees and save them harmless from and against any and all liability, in the event the rental of the Rental Facilities are inaccessible and unusable as a result of a maintenance or structural emergency i.e. flood, sprinkler break, fire, etc. Specifically, the Agreement Holder shall provide proof of the below naming the above entities as additionally insured:

1. The Agreement Holder shall maintain General Liability Insurance.
2. If the event for which the Agreement Holder reserves the Rental Facilities utilizes any vendors, chaperones, entertainers, third-party contractors or other service professionals (the "Vendors"), the Agreement Holder is responsible for ensuring such Vendors have current General Liability, Covered Auto and Workman's Compensation Insurance in adequate coverage limits in the event of an accident. The Agreement Holder is responsible for informing all Vendors of the provisions, limitations and prohibited items included in these Rental Rules and Regulations.
3. Serving Liquor is allowed if, and only if, the individual(s) or vendor/contractor maintains and provides to the HOA State Certification allowing them to serve liquor. Additionally, this entity shall maintain and provide proof of general liability and liquor liability coverage.



The Agreement Holder agrees to indemnify the Association, its Directors, Officers, Agents and Employees, and save them harmless from and against any and all liability, damage, expense, cause of action, suits, claims or judgments (including legal fees) arising from injury to persons or property occurring in or about the premises and upon the adjoining sidewalks, streets or ways which may arise from the Association's ownership of the premises, from any action or omission of the Agreement Holder his/her agents, employees, invitees, or licensees, or from any cause whatsoever.

RENTAL AGREEMENT - PROHIBITED ITEMS

The following items are prohibited. If found to exist during a rental by the Agreement Holder and respective guests, with or without the knowledge or permission of the Agreement Holder, a full or partial forfeiture of the Security Deposit shall be withheld.

1. **ABSOLUTELY NO ALCOHOL** is permitted in the Rental Facilities or on any community property unless a State Licensed/Certified entity is responsible for its delivery and disbursement (License shall be provided to the HOA). The Agreement Holder shall be responsible for making sure all attendees are aware and comply.
2. **ABSOLUTLEY NO SMOKING** (electronic, other smokeless cigarette, tobacco or other smoking product, and chewing tobacco) is permitted in the Rental Facilities building including its attached exterior porches, walkways and grounds. The Agreement Holder is responsible for the cleanup of any smoking materials in other areas by guests during the Rental Period.
3. **ABSOLUTELY NO FIREARMS, FIREWORKS or any materials that may cause bodily harm.**
4. **ABSOLUTELY NO ILLEGAL ACTIVITY, illegal drug, controlled substance as listed on the United States Drug Enforcement Administration's Controlled Substance Act Schedule, are allowed in the Rental Facilities.**
5. NO balloons, signs, banners or any other material or decoration may be affixed to the walls in any manner. Only helium balloons are permitted which are properly weighted down.

6. NO objects shall be affixed, attached or hang from Sprinkler Heads.
7. NO objects such as staples, nails, tacks, scotch tape, masking tape, candles, or substances which cause residual and or permanent damage shall be place on the walls, ceilings, window surfaces, table tops, counters or any flooring surface.
8. Glitter or glitter-like decorations, confetti or Silly String or similar plastic string aerosol products, paint of any type (finger, face, spray), or gels or creams that could mar, deface, discolor any finish are prohibited. The allowance for a professional face painter may be allowed in outdoor areas only of the Rental Facilities.
9. NO use of finger nail polish or other paint remover, WD40 or other similar lubricant, or paints, acids, glues, solvents and all other supplies and materials which can be a potential hazard and damage to the Rental Facilities property, finishes or persons are allowed in the Rental Facilities during times of reserved use.
10. NO smoke machines, popcorn or cotton candy machines allowed on the interior of a Rental Facility.
11. Under no circumstances shall any group make any structural or electrical alterations, or any adjustments to the alarm, heating or lighting systems except by written permission from the Association or its Managing Agent.
12. No pets or animals shall be brought in the Rental Facilities except service animals.
13. No open fires, including candles, are allowed in the Rental Facilities.



RENTAL AGREEMENT - PRE & POST RENTAL INSPECTION OF FACILITY

There will be a Pre-Use Inspection and a Post-Use Inspection, which includes and is part of the Security Deposit Forfeiture List, of the Rental Facilities and the premises with the Agreement Holder and the designated Association representative. The Agreement Holder(s) shall read and understand the "Security Deposit and Forfeiture List" and the "Rental Facilities-Pre and Post Inspection Checklist" and comply with these documents. The Agreement Holder(s) is expected to leave the Rental Facilities in the same condition as upon arrival.

1. **PRE-USE INSPECTION:** The Agreement Holder agrees to be present no more than One (1) hour or at an agreed upon time prior to the reserved time on the Application to conduct a Pre-Use Inspection of the Rental Facilities and any other areas made subject to the Application with the designated Association authorized representative to note the condition of the Facilities prior to commencement of the Rental Period. Upon entry, Agreement Holder should note any apparent vandalism or any cleanliness deficiencies on the inspection form. If the Agreement Holder fails to attend the Pre-Use Inspection, the Application may be canceled which will result in the forfeiture of the Rental Fees and possibly a portion of the Security Deposit.
2. **POST-USE INSPECTION:** A Post-Use Inspection will be conducted with the Agreement Holder and the Association's authorized representative either immediately after the departure time of the rental or by 10:30 a.m. the following morning. Any damages will be noted on the Security Deposit and Pre/Post Inspection List attached as **Addendum "B"**.
 - a. If the Agreement Holder does not attend the post-use Inspection walk through then the authorized representative will proceed with the inspection and any damages will be noted on the Pre/Post Inspection sheet with a copy provided to the Agreement Holder. Photo documentation of violations and damages will be provided if possible and applicable.
 - b. The judgment of the Association's designated representative or the Association's managing agent in all such decisions is final, with the Agreement Holder having a right to appeal a decision to the Association's Board of Directors within 15 days of the inspection.
 - c. Association representatives authorized to conduct Pre-use and Post-use inspections shall include representatives of the Association's managing agent, any HOA staff member, Board of Directors, or any person authorized by the Board of Directors to perform such inspections



RENTAL AGREEMENT - RENTAL FACILITIES EMERGENCIES & NOTICES

1. The Rental Facilities are equipped with overhead fire suppression sprinklers. As such, there are no hand-held fire extinguishers on site.
2. As is the protocol for all Emergencies, in the event of any fire or smoke incident (big or small), have all guests leave the building immediately while immediately contacting 911.
3. The Agreement Holder hereby understands that emergencies should be reported immediately to:

FIRST, to the Police or Fire/Rescue (as appropriate) by dialing 911.

SECOND, to the designated Association representative for the function/event.

THIRD, the Agreement Holder must submit a written report documenting the emergency and/or accident.
All accidents, no matter how small, should be reported to the Association.



RENTAL AGREEMENT - RENTAL FACILITIES DOOR & ALARM ACCESS

The Agreement Holder will be provided with Building Access Key and Alarm Instructions and Procedures for accessing the building, and disabling and resetting the alarm as use of the Rental Facilities is made part of this Agreement as **Addendum "C"**.

1. Failure to follow instructions with the Alarm Code that results in the alarm being activated and any false alarm fee (the "Alarm Fee") assessed (either by the alarm company or any emergency service provider) will result in the Alarm Fee being deducted from the Security Deposit.
2. Failure to return the Key as instructed will result in a Key Fee being assessed and deducted from the Security Deposit

RETURN REQUIRED DOCUMENTATION AND PAYMENT(S) TO:

BRUNSWICK CROSSING HOMEOWNERS ASSOCIATION, INC.

c/o Clagett Management ▪ Attn: Sarah Roberts

1000 Potomac View Parkway ▪ Brunswick, Maryland 21716

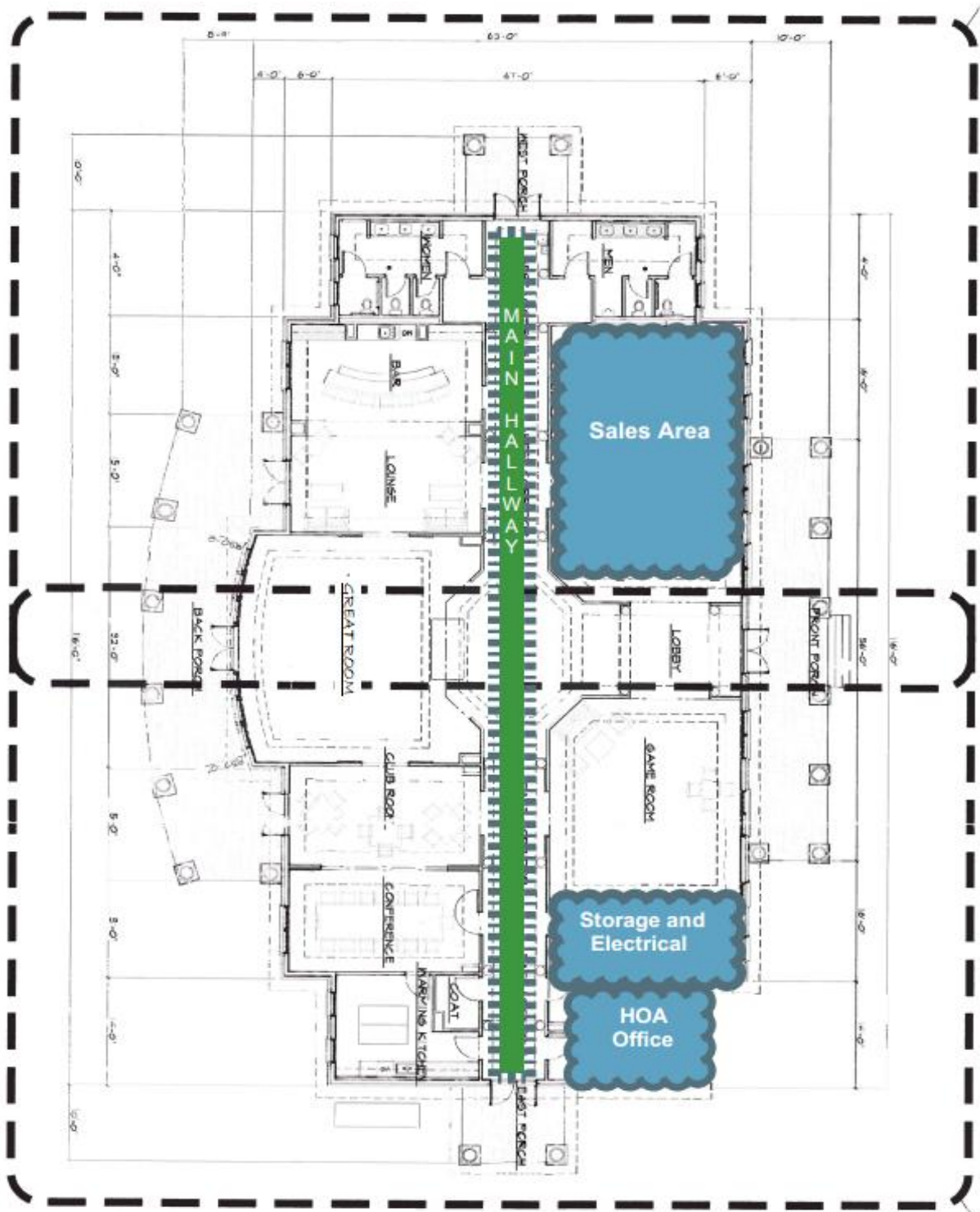
240-651-3067

BRUNSWICK CROSSING HOMEOWNERS ASSOCIATION, INC. RENTAL FACILITIES

EXHIBIT "1": CLUBHOUSE LAYOUT

Note 1: Sales Area, Storage/Electrical and HOA Areas are off limits to all Agreement Holders

Note 2: If the Agreement Holder is not renting the entire Clubhouse, access to the bathrooms and kitchen must be made via the main hallway shown below

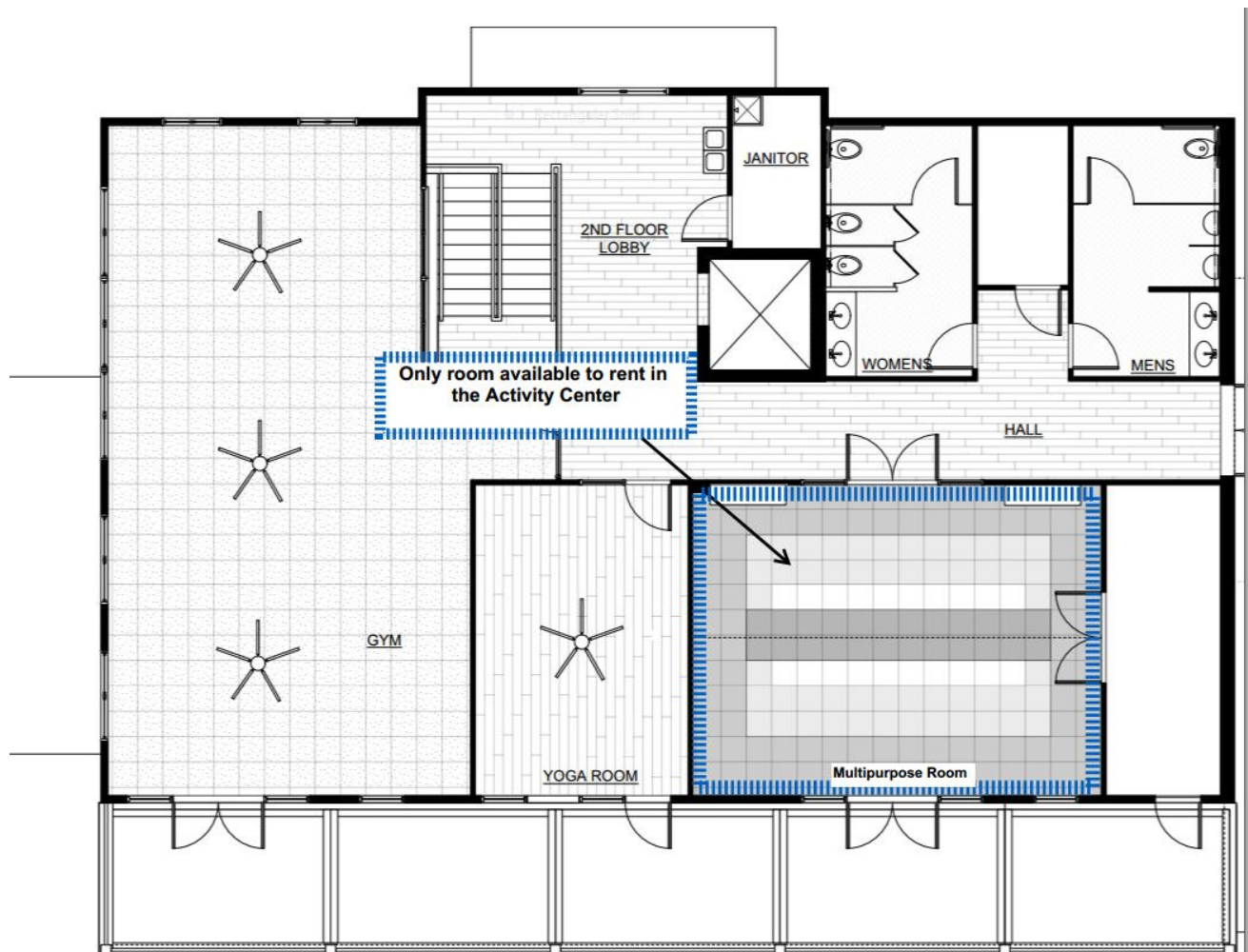


BRUNSWICK CROSSING HOMEOWNERS ASSOCIATION, INC. RENTAL FACILITIES

EXHIBIT "2": ACTIVITY CENTER – MULTI-PURPOSE ROOM

Note 1: No access to the Clubhouse i.e. Kitchen Area

Note 2: Rental of the pool needs to be processed separately through RSV Pools (See Exhibit "C")








POOL PARTIES...

At Brunswick Crossing



Members interested in having a pool party at the Brunswick Crossing Homeowners Association pool need to contact RSV Pools, the pool management company, via their website at www.rsvpools.com for rental prices and availability. On their home page, you will see a link to "Contact Us". Here, you can fill out a Pool Party Request E-Form and a representative from RSV Pools will communicate with you to arrange your party. PLEASE NOTE, THE POOL WILL BE OPEN TO THE COMMUNITY DURING YOUR SCHEDULED PARTY TIME.

Fees, Rules and General Conditions for Pool Parties at Brunswick Crossing Pool Include:

-  RSV Pools begins taking reservations on May 1st.
-  No member requested, private, pool parties will be held on holidays or holiday weekends due to high patron attendance during these times.
-  Time Limit: 2 hours per party
-  Number of Attendees: Maximum of 50 attendees.
-  All attendees must abide by the Brunswick Crossing Pool Swimming Pool Rules and Regulations as well as any additional rules and regulations RSV Pools may stipulate.



Please note, if a member wishes to rent any of the Rental Facilities in conjunction with a pool rental, it is the responsibility of the Agreement Holder/Member to contact Clagett Management for the Clubhouse Facility rental and RSV Pools for the pool rental; date and time coordination is the responsibility of the Agreement Holder/Member.

BRUNSWICK CROSSING HOMEOWNERS ASSOCIATION, INC. RENTAL FACILITIES

ADDENDUM "A": RENTAL AGREEMENT APPLICATION

Name: _____

Address: _____

Email: _____

Phone: Day: _____ Evening: _____ Cell (required): _____
Please provide a phone number where you can be reached on the day of your event

DATE OF ACTIVITY: _____

RENTAL PERIOD: Arrival Time: _____ (includes set up) Departure Time: _____ (includes clean up)

ANTICIPATED ATTENDEES: Not to exceed more than 100 Persons; or Not more than 55 tables & chairs or 120 Chairs or Standing only

Adults over 18 _____ Children 13-18 _____ Children 12 and Under _____

PURPOSE AND DESCRIPTION OF ACTIVITY: _____

USE OF RENTAL FACILITIES IS LIMITED TO ABOVE, APPROVED PURPOSE AND ACTIVITY. ANY CHANGES TO THE ABOVE REQUIRES ASSOCIATION REVIEW AND WRITTEN APPROVAL.

PLEASE LIST ANY VENDORS THAT WILL BE PRESENT ON ANY RENTAL AREA DURING THE RENTAL PERIOD (i.e. Caterers, Band/DJ, Florist, Party Rental Company, Photographer, Porta Potty (if outside event), childcare provider, etc.)

_____	_____
_____	_____
_____	_____

RENTAL CHARGES – As Applicable In The Section Entitled “Rental Facilities-Rental, Security Deposit & Ancillary Fees”

Rental Package: Clubhouse _____ Multipurpose Room _____

Rental Fee: \$ _____

Cleaning Fee (if elected by Agreement Holder): \$ _____

(Cleaning fee excludes any damage/restoration charges)

Staffing Fee – If Required by HOA \$ _____

TOTAL NON-REFUNDABLE CHARGES: \$ _____

SECURITY DEPOSIT (SUBJECT TO FEES & DEDUCTIONS): \$ _____

By signing this Rental Agreement Application, Agreement Holder(s) acknowledge that the above information is accurate and have fully read and understand the “Community Center Rental Facilities Rules and Regulations” and agree to the terms and conditions of the Rental Agreement.

Signature

Print Name

Signature

Print Name

RESERVATIONS-HOA ASSOCIATE: Sarah Roberts (240) 651-3067 sroberts@clagett.com

RETURN ALL DOCUMENTS AND PAYMENT TO: Sarah Roberts, HOA Onsite Agent, 1000 Potomac View Pkwy, Brunswick, MD 21716

BRUNSWICK CROSSING HOMEOWNERS ASSOCIATION, INC. RENTAL FACILITIES

ADDENDUM "B": SECURITY DEPOSIT FORFEITURE LIST

(Includes Pre-and-Post Rental Inspection List)

Insert from Excel when everything is PDF.

- a. The Security Deposit shall not be considered liquidated damages and the Agreement Holder hereby agrees that he/she shall be responsible for any and all damage in excess of the amount of the Security Deposit.

Page 1

Page 2 Addendum B

BRUNSWICK CROSSING HOMEOWNERS ASSOCIATION, INC. RENTAL FACILITIES

ADDENDUM "C": BUILDING ACCESS INSTRUCTIONS AND PROCEDURES

Access to the Community Center Rental Facilities is through the Front Doors via a Key and a pre-coded Alarm Code.

1. If HOA or other assigned Association Staffing is required to be present during the Rental Period, that assigned Staff person will be responsible for unlocking/locking the Rental Facilities and no Key or Alarm code will be provided to the Agreement Holder.
2. Otherwise, the Agreement Holder will be provided a Key and Alarm Code during the Pre-Inspection that will be pre-coded for access to the Rental Facilities for the Rental Period. **The Key and Alarm Code are not to be shared with any party except those persons on the Rental Agreement.**
3. Entering and Departing the Rental Facilities **(Keep Your Key On You At All Times)**
 - a. **Clubhouse – Entering**
 - i. Use the key provided to open the front door (remember to turn the key to the left and hold there while pulling the door open)
 - ii. Immediately disarm the alarm by simply entering the 4-digit code provided
 - iii. Unlock the push bars on the front doors and any other doors you would like to have accessible from the outside
 - b. **Clubhouse – Departing**
 - i. Complete a full inspection of your rental facilities and confirm all items listed on **Addendum "B"** have been addressed
 - ii. Lock **all doors and windows** (door pushbars need to be out)
 - iii. Arm the alarm by entering "3" followed by the code provided (you have 15 seconds to exit through the front door)
 - iv. Pull the front door completely closed
 - c. **Activity Center – Multi-Purpose Room**
 - i. The Activity Center-Multipurpose Room can be entered in and departed from with the key provided
 - ii. Be sure to inspect the Multi-Purpose Room and confirm all items listed on **Addendum "B"** have addressed.
4. **The Key must be returned to HOA or the Association no later than 10:30 AM on the day following the event. When the Rental Facilities are closed, the Agreement Holder will be provided an alternate return location. A Key Fee will be assessed to the Agreement Holder if the Key is lost or not returned by the day and time due, as shown on Addendum "B".**
5. If there is a problem accessing or securing the Rental Facilities and HOA or Association Staff are not present onsite, please contact:

Clagett Management
Sarah Roberts (240) 651-3067
sroberts@clagett.com