



ULMSTEAD CLUB BARN RECREATION ROOM

RESERVATION AGREEMENT

THIS AGREEMENT is executed this ____ day of _____, 20____, by and between the Ulmstead Club Inc. (“the CLUB” or “UCI”), and _____, (“the MEMBER”), a member of the CLUB in good standing.

Member Contact Information:

Street Address # _____

Phone (Home): _____ (Mobile): _____

Email: _____

In consideration of the promises and undertaking set forth in this Agreement, the CLUB grants the MEMBER, subject to the following terms and conditions, permission to use Barn Recreation Room(s):

(1) Carpeted Room (right/east side) and/or (2) Uncarpeted Room with Fireplace (left west side) (“the FACILITY”), on _____, the ____ day of _____, 20____, from _____ a.m./p.m. to _____ a.m./p.m., for the following EVENT:

(Purpose/description of EVENT): _____

Anticipated number of guests: _____

Anticipated start and end times of actual EVENT: _____

RATES – Shown below for one or both rooms. Use of any outdoor space (not part of the FACILITY) for the Event other than the Parking Lot, must be approved by the UCI Board before the Reservation is Accepted.

All uses for UCI events (e.g., Social Activities Department, Savvy Seniors) or by UCI-sponsored events are at no charge. A NEW Cleaning Escrow of \$100 per recurring UCI-Sponsored Events will be collected for these events. If this Escrow is used to clean the FACILITY, it must be replenished prior to the next event.

Non-UCI Events:

	<u>1 Rm</u>	<u>2 Rm</u>
• Monday noon through Friday noon (consecutive 12-hour period): (When room is reserved overnight for set-up the night before a morning event, that is considered two 12-hour periods and the rate doubles. Rates for reservations on major holidays that fall on a weekday, such as July 4 or New Year’s Eve, will be equivalent to the 24-hour weekend rates.)	\$50	\$100
• Friday noon through Saturday noon:	\$200	\$400
• Saturday noon through Sunday noon:	\$200	\$400
• Special Sunday Day-Only Rate (5-Hr period starts between noon - 3PM):	\$100	\$200
• Sunday noon through Monday noon:	\$200	\$400
• Special events (Friday noon through Monday noon):	\$400	\$800
• If Occupancy exceeds 50 people, a \$100 cleaning fee/contract applies:	\$100	\$100

MEMBER Initials _____

TERMS AND CONDITIONS

1. PAYMENT AND FEE.

The MEMBER agrees to pay the CLUB a security deposit of \$250.00 upon the execution of this Agreement by the parties.

Full payment of \$_____ (“rental fees”) is due 2 weeks prior to the EVENT. This reservation agreement will be cancelled if the payment is not received on time.

2. MANDATORY ATTENDANCE.

The MEMBER agrees to be present at the EVENT throughout its entirety.

3. COMPLIANCE WITH APPLICABLE LAW AND REQUIREMENTS.

The MEMBER agrees to comply with, and to cause its agents, servants, employees, contractors, guests, invitees and all other persons entering UCI premises with the implied or express permission of the MEMBER, to comply with:

- (i) all applicable Federal, State, and local laws, regulations, and requirements;
- (ii) all applicable rules, regulations, prohibitions and requirements of the CLUB,
- (iii) the General and Special Conditions set forth Below; and
- (iv) any special instructions issued by the Barn Manager(s).

4. LICENSES AND PERMITS.

The MEMBER agrees to obtain all licenses, permits and insurance required by Federal, State and County law, and to permit inspection by appropriate governmental agencies and by the CLUB.

5. RESPONSIBILITY FOR DAMAGES.

The MEMBER agrees to pay for all damages to any property of the CLUB or any other CLUB member directly or indirectly caused by or resulting from, in whole or in part, any act, omission, negligence, or fault of the MEMBER or any guest, invitee or other participant in the EVENT, including entities providing services for the EVENT.

6. INDEMNIFICATION.

The MEMBER agrees to hold harmless and indemnify the CLUB, its members, officers, directors, employees and agents from and against any and all liabilities, damages, actions, costs, losses, claims and expenses (including reasonable attorneys’ fees) arising out of, caused by or resulting from, in whole or in part, any act, omission, negligence, fault or violation of law by the MEMBER, its employees, agents, contractors, guests, invitees or any other person entering UCI premises with the implied or express permission of the MEMBER.

7. PRE-EVENT DAMAGE TO THE FACILITY or CANCELLATION.

The MEMBER bears the risk of damage to or destruction of the FACILITY prior to the EVENT. If the FACILITY becomes unsuitable for the EVENT by reason of damage or destruction not caused by the MEMBER, its employees, agents, contractors, guests, invitees or any other person entering UCI premises

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with the implied or express permission of the MEMBER, the MEMBER'S sole remedy shall be the refund of the deposit and rental rate.

UCI reserves the right to cancel this reservation at their absolute discretion without notice and without incurring any obligation except the refund of the deposit and rental rate.

8. CANCELLATION BY MEMBER.

Cancellation of the EVENT within two weeks of the date of the EVENT will result in forfeiture of the security deposit or rental fee, whichever is less.

9. APPLICABLE LAW AND VENUE.

This Agreement is to be construed in accordance with the law of Maryland. For the purposes of any litigation arising from this Agreement, the EVENT, or any other act or omission of the MEMBER, its employees, agents, contractors, guests, invitees or any other person who entered UCI premises with the implied or express permission of the MEMBER, exclusive venue and jurisdiction is, as appropriate, in the Circuit Court for Anne Arundel County or the District Court of Maryland for Anne Arundel County.

11. SANCTIONS UPON BREACH.

For breach of any provision of this Agreement, any provision of Attachment One of this Agreement, or any special instruction of the Barn Manager(s) pursuant to their authority under Attachment One of this Agreement, the CLUB may terminate this Agreement and may seek any other remedy available under applicable law. Failure to comply with the above rules could result in the forfeiture of the security deposit. Future use of the FACILITY may be denied any MEMBER who, in the opinion of the Barn Manager(s), has misused the FACILITY.

12. VACATING PREMISES.

MEMBER will ensure the recreation room(s) and equipment are cleaned and returned to a condition of maintenance and cleanliness which meets the satisfaction of the Barn Manager(s). MEMBER will also ensure that all equipment, supplies, and furnishings are to be returned to their proper location within the FACILITY. The security deposit will be refunded less the cost of any repairs or cleaning deemed necessary by the Manager(s) at their sole and absolute discretion. Within one (1) week following notification from the Manager(s), MEMBER will repair or pay for all damages incurred while the recreation room was in MEMBER's custody and control. Any security deposit retained by the CLUB is to be applied to the cost of any repairs or cleaning. MEMBER is responsible for repair and cleaning costs in excess of the security deposit. The return of the security deposit does not relieve MEMBER of responsibility for the cost of repairs that may be discovered after the deposit is returned, if the damage can be clearly attributed to the MEMBER's event and not a subsequent event.

Cleaning (and removing decorations, if applicable) will be completed by the end of the rental period. If additional time is required, this must be arranged with the Barn Manager(s) in advance and be completed at a time satisfactory to the Barn Manager(s) at their sole and absolute discretion.

Prior to vacating the premises, the MEMBER will ensure the following is done:

- a) Trash is placed in the dumpster and trash cans relined with fresh garbage bags. (Bags are in coat closet.)
- b) Hardwood floor is swept and is broom clean.
- c) All chairs and tables are stacked and neatly replaced into the closet.

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- d) Kitchen counters are wiped and all items removed from sinks, counter and refrigerator.
- e) All FOUR thermostats are turned down to 55 degrees in winter or up to 85 degrees in summer. (One thermostat is outside the upstairs closet and the second is on the short wall toward the windows on the carpeted side. And one is on the far wall of the fireplace side, and a fourth (non-digital) is near the doors separating the two sides.)
- f) All lights are turned off, including the bar lights on the fireplace side which are turned on and off by tapping the fixture.
- g) Ceiling fans are turned off. (Switches are near the upstairs closet.)
- h) Ceiling vent switch is turned off. (Switch is located on light panel of carpeted side.)
- i) For large parties, Items (a) to (h) shall still be completed. The UCI contracted cleaner will make sure that the premises are ready for the next renter (bathrooms, lobby, upstairs, etc.)

WHEREFORE this Agreement is executed, effective the date first set forth above, subject to the acceptance and approval of UCI.

For UCI:

Signature of Member

Barn Manager

Date

Required Documentation

- Anne Arundel County Liquor License Provided Rec'd Date: _____
- Single-Event Liability Insurance Certificate Provided Rec'd Date: _____
- Board Approval for use of Barn Grounds for Event Rec'd Date: _____

Barn Manager – Special Instructions: _____

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ATTACHMENT ONE – FACILITIES USE AGREEMENT

GENERAL AND SPECIAL CONDITIONS

1. The MEMBER must obtain, complete, and submit to the Barn Manager(s) an Ulmstead Club Recreation Room Reservation Agreement.
 2. The MEMBER must closely estimate on the Agreement the anticipated attendance for the EVENT. Under no circumstances may the number of persons using the FACILITY exceed the maximum number permitted by the Fire Marshall or by applicable laws or regulations, currently the maximum capacity of 134 people in the non-carpeted section or 165 people in the carpeted section, and should there be chairs and tables set up, these numbers will be reduced to 80 and 90, respectively.
 3. The Facilities Use Agreement applies ONLY for the 2 Recreation Rooms on the second floor of the Barn, bathrooms and entry (the FACILITY). If the MEMBER seeks to use any outdoor space on the Barn Grounds (beside the guest parking in the Lot), this AGREEMENT must be approved by the UCI Board in consultation with the Barn Manager prior to booking of the reservation.
 4. Other than pre-cleaning, the MEMBER is responsible for the preparation of the FACILITY for the EVENT.
 5. Use of anything (such as tacks, staples, nails, and tape) that creates holes in or mars any of the surfaces of the FACILITY (including but not limited to the walls, floors, ceilings, or windows) inside or out, is *PROHIBITED*. Lighting fixtures should not be removed or altered. In addition, no items may not be wrapped around or hung from sprinkler system. Failure to comply with these provisions may result in forfeiture of some or all of the security deposit. Should the cost of repairing the damages exceed the amount of the security deposit, the MEMBER will be liable for the balance of the cost of the repairs.
 6. If any alcoholic beverage is to be served at the EVENT, a one-day liquor license is required. The MEMBER is responsible for obtaining the license (submitting the completed license Application with appropriate Fee within 30 days of the EVENT and at least one week in advance of the EVENT) from the Board of License Commissioners for Anne Arundel County (“the Liquor Board”) at 94 Franklin St., Annapolis, MD. A copy of the license must be provided to the Barn Manager at least 5 working days before the EVENT. <http://www.aacounty.org/boards-and-commissions/board-of-license-commissioners/forms-and-publications/LB-OneDayLicense.pdf>
- In addition, MEMBER must purchase liquor liability coverage, and evidence of such coverage is to be given to the Barn Manager prior to obtaining the key. A one-day insurance policy can be arranged online through FL Dean & Associates (<https://www.fdean.com/special-events.aspx>) or other brokers and possibly through MEMBER Home Owners Policy.
7. MEMBER is legally responsible for preventing the consumption of alcoholic beverage by those who are not legally eligible to drink alcohol.
 8. Smoking within the FACILITY is strictly prohibited. Extra care must be taken to avoid fire or spark producing activity. The fireplace may not be used. Fireworks, including sparklers, are prohibited. If candles are used they must be flameless.
 9. Except for those provided and installed by the Barn Manager, space heaters cannot be used.
 10. Cooking is not permitted in the Barn. Food may only be re-heated (e.g., in a chafing dish). Stoves, countertop grills and ovens may not be used under any circumstances.

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11. The MEMBER must provide sufficient responsible adults to supervise groups of minors present at the EVENT. The MEMBER must be present for the entire event.

12. The MEMBER is responsible for cleaning the FACILITY and adjoining areas after the EVENT. This includes, but is not necessarily limited to, broom cleaning the FACILITY and adjoining areas, clearing tables, removing decorations, and bagging trash. Bagged trash must be placed in the dumpster between the Barn and Tennis Courts. Areas used for parking and other exterior areas shall be cleaned up. Items such as privately-owned equipment, food, decorations, serving dishes, etc. must be removed at the time of clean up. The CLUB is not responsible for MEMBER items not removed at the time of clean up.

13. Before leaving the FACILITY, the MEMBER must turn all lights off and secure the FACILITY.

14. If the MEMBER wishes to have access to the Barn the day or days before the EVENT for any reason such as decorating, rehearsal, rental delivery or set up, a rental fee will be charged. It is the MEMBER's responsibility to ensure the removal of rental equipment in a timely fashion so as not to interfere with the next scheduled event.

15. Keys will be issued to the MEMBER by the Barn Manager on the last business day before the EVENT, and must be returned to the Barn Manager on the next business day after the EVENT. This key will remain in possession of the MEMBER during the entire event. If this is not possible, MEMBER must advise the Barn Manager of the name of the UCI MEMBER in good standing to whom key has been transferred for safekeeping and control.

16. FACILITY users must be aware of their impact on their neighbors and surrounding community. Consideration should be exercised when using amplified sound systems, parking automobiles, and conducting activities that may have a negative impact on the neighborhood.

In order to control the noise level for surrounding neighbors, the fire escape door and windows on the fireplace side MAY NOT BE OPENED during EVENT, except for an emergency. If this rule is not followed and complaints are made by neighbors, the security deposit will be forfeited.

17. Persons attending the EVENT are not permitted to enter the stable portion of the Barn building.

18. The recreation rooms(s) (FACILITY) are made available only for non-profit, non-commercial, non-political activities. The UCI recreation rooms are not to be used to produce personal income or for other income generating activities. In the interest of clarity, raising money for a charity is not considered an income generating activity.

19. No person eligible for UCI membership who has declined to join or is not a member in good standing may be a guest at the EVENT. This restriction applies to the children and relatives of the Non-Members and MEMBERS not in good standing as well.

20. In addition to the afore mentioned loss of deposit, violations of any of the above rules may result in suspension or loss of UCI membership as provided by Article I, section 3 of the UCI Bylaws dated November 1993 and revised October 15, 1994.

21. Admission charges are only permissible when at least 51% of the attendees are UCI members (e.g., New Year's Eve party, Zumba class) for UCI-Sponsored Events or when a youth group is sponsored. Family, social, charity events cannot have admission charges (e.g. ticket sales).

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