



## Fieldside Neighborhood Association, Inc.

### Community Center Agreement

11850 St. Linus Drive, Waldorf, MD 20602

(240) 349-2117

#### NOTICE TO FIELDSIDE ASSOCIATION MEMBERS:

To schedule the Fieldside Neighborhood Community Center, please submit the completed Center User Agreement, with all accompanying documentation and required payments, via the Blackstone Management system.

#### COMMUNITY CENTER AVAILABLE TIMES:

Monday through Sunday 9 am to 11:00 pm

*Disclaimer Notice: Availability of the Fieldside Neighborhood Association, Inc. Community Center is not guaranteed. Reservations for members in good standing will be accepted on a first-come, first-served basis and only upon receipt of a completed Center User Agreement (with all requisite documentation and payments), subject to availability.*

#### Community Center Rental Agreement

The applicant, also referred to in this agreement as a Member or Permit Holder, acknowledges and agrees that payment for the rental constitutes acceptance and agreement with Fieldside Neighborhood Association, Inc. to abide by the terms of this agreement.

Permits are issued to members in good standing to utilize the facilities owned by the Association. This privilege is contingent upon the responsibility of the Board of Directors to maintain and safeguard the Association's assets. Therefore, the following terms and conditions are essential for granting a permit.

1. **Surveillance:** THE FIELDSIDE NEIGHBORHOOD INC. COMMUNITY CENTER IS UNDER 24-HOUR VIDEO SURVEILLANCE INSIDE AND OUTSIDE OF THE BUILDING FOR THE PROTECTION OF THE MEMBERS AND THEIR GUESTS.
2. **Rental Hours:** The rental period is any six (6) hour period between 9 AM and 11 PM. The doors will automatically lock at midnight, and the security alarm will be activated after the specified time listed on your booking page.
3. **Fees:** The following fee schedule is subject to change:
  - Main Room Rental fee - \$250.00 per event
  - Deposit—\$500.00 Please allow up to thirty (30) calendar days for the deposit to be returned. Note that all deposits will be credited to any outstanding balance on your account before any refund is issued.
  - Virtual Security Fee—\$45 per hour. There is a four (4) hour minimum for each event with 40 or more attendees. (Note that AI cameras are utilized to perform a continuous headcount of all attendees during each event.)



- **Change Date Fee** - A \$50 change fee will be charged to change the date or time for any booking that has already been approved. This fee will cover the administrative costs of resetting alarm codes, HVAC, light settings, etc.

4. **Payments:** Please note that CASH FEES AND/OR DEPOSITS ARE NOT ACCEPTED. Payment must be made by check, money order, or credit card. A non-refundable fee will be added to credit card reservations (please inquire with Blackstone for credit card fee information). **To secure an event booking, all payments must be made within seven (7) calendar days after reserving a date on the Blackstone Management system.**

Checks must be under the resident's name and address, corresponding to a valid driver's license, which must be provided and copied for our records. The address must be within the Association. Military personnel may provide valid military IDs if addresses do not correspond with checks or driver's licenses.

Please note that checks received will be cashed upon receipt. Any returned checks will result in the immediate cancellation of your rental reservation. Additionally, you will be held responsible for any fees incurred by the Fieldside Neighborhood Association, Inc. due to insufficient funds.

5. **Permit Usage:** The Fieldside Neighborhood Association Inc., Community Center may be utilized by members in good standing, subject to the discretion of the Board of Directors and its authorized agents, provided the permit holder agrees to adhere to these terms and conditions.
6. **Liability:** The Fieldside Neighborhood Association, Inc., its agents, and employees are not liable for any personal injury or property damage occurring on or about the premises. Permit holders agree to indemnify and hold harmless the Association, its agents, and employees from any claims arising from their use of the premises.
7. **Booking and Cancellation:** Requests for permits must be made at least one (1) week prior to the event. Similarly, cancellations must be made two (2) weeks before the scheduled event to qualify for fee reimbursement.
8. **Inspection and Deposit:** Following each rental, an inspection of the premises will be conducted. The security deposit will be applied to any damage or cleanup costs. Deposits will be refunded after receiving the inspection report from the janitorial service.
9. **Cleaning Requirements:** The following cleaning tasks must be completed at the conclusion of your event:
  - Cleaning supplies are not provided; however, there is a janitorial closet located in the kitchen with a broom, dustpan, and mop in the broom closet in the kitchen for renters' use.
  - The event space, kitchen, bathrooms, and halls must be swept clean and clean of any debris and spills after the event.
  - All tables and chairs must be wiped down and returned to the storage closet.
  - The kitchen area must be thoroughly cleaned, including wiping down countertops, stove, oven, microwave, and refrigerator. Nothing should be left in the garbage disposal or dishwasher.

- All bathrooms must be cleaned, with trash removed and bags replaced. Countertops should be wiped down.
  - All trash must be removed and placed in garbage receptacles outside the kitchen door in the fenced receptacle area.
  - All balloons and decorations must be removed and disposed of. A cleaning fee will be deducted in the amount of \$120 for balloon or fragments left.
  - All floors must be swept and mopped. Please plan accordingly and bring supplies as necessary. The only restriction is that no bleach is to be used on any floor.
  - All fingerprints or smears must be cleaned and removed from glass door window panels of all access points into the community center.
10. **Smoking or Marijuana Use** – The Fieldside Neighborhood Association, Inc. Community Center, Tot Lots, Pavilions, and common areas are Smoke-Free and Drug-Free Zones. The use of cigarettes or vaping devices is strictly prohibited. Any violation of this policy will result in immediate termination of the event, the full deposit revoked, and a permanent ban on booking the community center.
11. **Equipment Usage:** Chairs, tables, and other equipment are the property of the Association and may not be removed from the premises. The center contains twelve (12) 6-foot rectangular tables and eighty (80) black stackable chairs.
12. **Security and Alcohol:** DJs and alcohol are permitted at events; however, Blackstone Management will provide virtual security services for all events with 40 or more attendees. This service is mandatory, and the renter is responsible for making the full payment before the event. All applicable laws must be adhered to, and the sale of alcohol is strictly prohibited.
- All cameras installed throughout the community center will perform continuous attendee counts during all events. If your event exceeds 40 attendees and you did not pay for the required security services, the cost of the virtual security services may be deducted from your security deposit, along with an emergency service fee of \$100 to cover administrative costs associated with unplanned virtual security services.**
13. **Decorations and Alterations:** All decorations must be flameproof, and certain materials are strictly prohibited for hanging. No structural, electrical, or any type of alterations to the facility are allowed. **No tape, tacks, pushpins, nails, command strips, scotch tape, staples, etc. shall be used to attach anything to the walls, ceiling, or doors inside and outside the center. Nothing shall be attached to the light fixtures in the center, and this includes chandeliers. Deviation from this requirement will cause you to forfeit your complete deposit.**
14. **Property Responsibility:** The Fieldside Neighborhood Association, Inc. and the Charles County Sheriff's Office do not accept liability for the personal property of the permit holder. All personal belongings must be removed from the premises at the conclusion of the reserved time period. Permit holders are advised to inspect the facility before the event setup and report all instances of observed damage or litter by promptly taking photos and notifying Blackstone Management via the provided portal immediately,



15. **Access:** Center access and alarm codes are not to be shared. User privileges will be suspended if this provision is violated. Permit holders will be granted digital access and will receive a unique access code via email two (2) hours prior to the start time of your booking.
16. **WI-FI –** Wi-Fi Services are not available.
17. **Alarm Charges:** Failure to properly activate or deactivate the alarm system, resulting in an alarm sounding, will incur a fee of \$100, which will be deducted from the deposit.
18. **Permit Presentation:** The issued permit must be in the possession of the permit holder and shown upon request to authorized agents of the Fieldside Neighborhood Association, its representatives, or security.
19. **Supervision:** Adequate adult supervision is required for gatherings of guests under 21 years of age. Failure to comply may result in cancellation of the event. One adult over the age of 25 years old for every ten teens ages 18 years old and under.
20. **Event Termination:**
  - a. The Fieldside Neighborhood Association, Inc. reserves the right to refuse or cancel permits and future permits, as well as to terminate events for misuse of facilities.
  - b. Blackstone Management, the HOA's agent, reserves the right to terminate an event for misuse or misrepresentation.
21. **Non-Transferable:** Permits are not transferable.
22. **Notification of Changes:** Any changes to the permit specifics must be notified to the Fieldside Neighborhood Association at least ten (10) business days before the scheduled event.
23. **Cleanup Responsibility:** The permit holder is responsible for cleaning the premises, disposing of trash, and ensuring all equipment is returned to its original position.
24. **Event Advertisement and Admission:** The permit holder may not charge for admission or advertise open parties. Any violation of this rule may result in immediate cancellation of the event.
25. **Trespassing:** Unauthorized entry outside of permitted times is considered trespassing.
26. **Pre-Inspection:** Permit holders may request a pre-inspection before their rental. A fee will apply. Failure to report damage will deem you responsible for damages if uncovered during post-event inspections.
27. **Security Agency Authority:** Security personnel have the authority to terminate events if necessary.
28. **Public Health:** THE FIELDSIDE COMMUNITY ASSOCIATION, INC. ASSUMES NO RESPONSIBILITY OR LIABILITY FOR ANYONE PRESENT WHO MAY BECOME ILL IN THE EVENT OF AN EPIDEMIC, PANDEMIC OR PUBLIC HEALTH EMERGENCY (INCLUDING, BUT NOT LIMITED TO, THE COVID-19 PANDEMIC.)



**29. Parking:** Parking at the center is limited; make sure all attendees park in visitor parking only. Parking in front of hydrants or crosswalks is prohibited and subjected to towing. Parking in homeowners-designated parking in front of their townhome units is strictly prohibited and subjected to immediate towing. Guests may park along Nationals Lane, St. Linus Drive, or St. Rita Drive.

**30. Cancellations:**

- a. Any cancellation requests must be submitted in writing.
- b. It is understood that this contract MAY BE CANCELLED and VOIDED with NO REFUND of deposit and/or rental fees paid, by Fieldside Neighborhood Association, Inc. in its sole and absolute discretion, if it is discovered that the Agreement Holder has given false information at the time the Agreement is executed by Agreement Holder, or any time thereafter.
- c. Cancellations must be made at least seven (7) calendar days prior to the scheduled event. Failure to cancel within this timeframe will result in forfeiture of the security deposit and security fees.
- d. The Agreement holder may initiate cancellations until seven (7) calendar days prior to the event; however, a \$50 service fee will be charged, at the time of such cancellation.
- e. If cancellation of a booking is made less than seven (7) calendar days prior to the scheduled event, the ENTIRE RENTAL FEE WILL BE FORFEITED.
- f. All Future use of the Fieldside Neighborhood Association, Inc. Community Center facilities will be denied until cancellation fees are paid in full.