

COMMUNITY CENTER LEASE AGREEMENT

This lease is made between the **Potomac Knolls Homeowners Association** (Lessor) and _____ (Lessee), _____, Fort Washington, Maryland 20744.

Lessee agrees to lease from the Lessor the premises situated at 1101 Aragona Boulevard, hereby described as The Community Center, in the City of Fort Washington, County of Prince Georges, and the State of Maryland, upon the following TERMS and CONDITIONS:

1. Rental Period and Rental Fees. The rental period shall commence at _____ am / pm on _____, 201__ and cease at _____ pm / am on _____, 201__.

All fees associated with this lease shall be payable in advance in conjunction with the reservation application, and shall be based on a rate of \$55.00 per hour (up to six (6) hours), or a rate of \$465.00 per day, plus a Set-up/Clean-up fee of \$170.00, and Security Deposit of \$175.00. The aforementioned fees shall be paid by **money order, cashier's check, or by the Homeowner's personal check. No Cash Will Be Accepted.**

2. Use. Lessee shall use and occupy the premises for a **Social Event** and no other purpose and Lessor represents that the premises may lawfully be used for such purpose. Lessee agrees that the Community Center shall be used only for private, recreational, or non-business / non-commercial events. Lessee also agrees that there will be no "exchange of funds or money" whatsoever during the event, charges for admission to enter the facility, nor renting the facility for Non-Residents of the Potomac Knolls Community or for other Homeowners of Potomac Knolls. Failure to adhere to "use policy" will result in the loss of Lessee's security deposit and privilege to rent the Community Center for future events.

The Lessee (Homeowner) must be present at all times during the scheduled event and is responsible for the conduct of guests, invitees and attendees.

3. Care and Maintenance/Cleanliness of Premises. Lessee acknowledges that the premises are clean and in good order and repair, unless otherwise indicated on the event's Pre/Post-Rental Inspection sheets. Lessee shall, maintain the premises in good and safe condition, and shall not allow furnishings, fixtures, appliances or any other system or equipment upon the premises to be subjected to abuse or misuse and shall surrender the same at termination hereof, in as good condition as received, normal wear and tear excepted. Lessee shall be responsible for expenses associated with all repairs required as a result of damage or abuse occurring during the rental period.

Absolutely no objects such as nails, tacks, adhesive tape, candles, or substances which cause permanent damage shall be placed on the walls or window surfaces. Any and all decorations shall be fireproof, and shall be removed entirely immediately following use of the Community Center.

Lessee and guests are not allowed to cook food in the kitchen or cook or prepare food in the parking lot or surrounding areas. Pre-cooked food may be heated with sternos. All items or personal belongings such as food, cooking utensils, etc., must be removed from the tables and all trash placed in sealed plastic trash bags and left on the kitchen floor.

Lessee and guests are allowed to use only the front entrance doors to enter or exit the Community Center, unless life threatening emergency. Use of the side door of the facility will result in the loss of the Lessee's Security Deposit.

None of the furniture may be physically moved from where it is originally placed for any reason.

Lessee agrees and understands that any violation of the above provisions may result in loss of Security Deposit and privilege to lease the Community Center for future events.

4. Alterations and Repairs. Lessee shall not make any alterations or repairs, in to or about the premises. Under no circumstances shall any group make any structural or electrical alterations to the Center.

5. Ordinances and Statutes. In the use of the premises, the Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee.

6. Assignment, Subletting and Collection of Revenues. Lessee shall not assign this lease or sublet any portion of the premises. The Lessee shall not collect admission fees, or any fund transfers which may be construed as admission fees for use or participation in activities occurring within the Community Center.

7. Entry and Inspection. Lessor reserves the right to enter the facility to inspect and observe the use of the premises anytime during the rental period. Lessee will be allowed access to the premises one hour (1) prior to paid rental period when renting on an hourly basis for the purposes of decorating.

8. Possession. If Lessor is unable to deliver possession of the premises at the commencement of the rental period due to untimely failure of facility structure, mechanical, electrical, plumbing systems, or any other condition beyond the reasonable control of the Homeowners Association, it's officers, agents and/or representatives, Lessor shall not be liable for any damage caused thereby, nor shall this lease be void or voidable, but Lessee shall not be liable for any rental fees until possession is delivered. Lessee may terminate this lease without penalty if possession is not delivered at the pre- established reservation time. The Lessee shall relinquish the premises at the pre-established time stipulated herein. If the Lessee fails to relinquish the premises at the scheduled "end time" the Lessee may forfeit his/her security deposit. Further, if the Lessee does not relinquish the Community Center in as good condition as received, Lessee will be held liable for all expenses resulting from damages caused thereby.

9. Insurance. The Community Center is fully insured by a blanket policy for the Homeowners HOA for use under normal conditions. Damages caused by accident, neglect or careless use may result in the Lessee being held liable for damages.

10. Lessor's Remedies in the Event of Cancellation or Payment Default. In the event of cancelled or returned check(s), the Lessor shall have the right to cancel reservation and terminate this agreement if the rental fees and bank charges for returned checks have not been actually received seventy-two (72) hours after notification by PKHOA to the homeowner. In the event the Lessee cancels the reservation, thereby terminating this agreement the Lessee shall be subject to the schedule of monetary penalties stipulated in Section 14 (Attachment A) of this document.

11. Security Deposit. Lessee has tendered a Security Deposit in the amount of One Hundred Seventy Five Dollars (\$175.00) with the submission of an application. The Security Deposit shall be held as earnest money against Lessee's performance of obligations hereunder, premature cancellation, inadequate cleanup and or damage to the premises. The Lessor shall not apply Security Deposit to rental Fees.

12. Security Deposit Refunds. The balance of the Security Deposit shall be refunded within ten (10) business days from the date of the rental event pending the post rental inspection, together with statement showing charges made against such deposits by the Lessor. If additional cleaning costs or damages exceeds the amount of the security deposit the security deposit will be applied to the cleaning costs or damages and the homeowner will be billed for the difference. If such amount is not paid with fifteen (15) days for the date of an invoice for payment, no further reservations for use of the Center will be accepted from the homeowner until payment is made in full.

The Homeowner agrees that the HOA has the right to file suit against and to secure a Statement of Lien against the Lot of the Homeowner in the amount of any invoice for damages exceeding the amount of the security deposit, together with all interest accruing thereon at a rate of six (6) percent per annum compounded daily from the date of the invoice, costs and all attorney fees incurred by the HOA in recovering such sum. Multiple homeowners for an event shall be jointly and severally liable.

13. Attorney's Fees. The prevailing party in an action for the recovery of rent or other moneys due under this lease or by reason of a breach of any covenant herein contained or for the recovery of the possession of said premises, or to enjoin any act contrary to the provision hereof, shall be awarded all of the costs in connection therewith, including but not by way of limitation, reasonable attorney's fees.

14. Attachments and Acknowledgements. This agreement is based and executed in conjunction with the following acknowledgments and attachments:

1. The Lessee affirms that he/she has been provided verbal and written explanations of the procedures, terms and conditions of the procedures, terms and conditions of the rental of subject premises.
2. Attachment A-Community Center Rental Brochure
3. Attachment B-Community Center Lease reservation Application
4. Attachment C-Community Center Pre Rental/Post Rental inspection Checklist.

By way of the following voluntary endorsements of the Lessor and Lessee, this lease agreement is hereby executed.

(Homeowner / Lessee)

(Date)

(Potomac Knolls Representative / Lessor)

(Date)