



## **CLUBHOUSE USE AGREEMENT & RELEASE**

In consideration for reservation of the right to use the Wilson's Grove Homeowners Association (WGHOA) CLUB HOUSE facility, located at 807 Sebastian Ln, Gambrills, MD 21054 (all such areas herein referred to as the "CLUB HOUSE") by the undersigned resident(s) of the Wilson's Grove Community (hereinafter referred to as "resident," whether one or more) for a private party to be held by the resident at the CLUB HOUSE. Resident hereby agrees with the following:

### **CLUBHOUSE USAGE FEES**

Non-refundable Rental fee: \$ 100.00.

Please mail the signed agreement accompanied by a check made out to Wilson's Grove HOA to the management office D.H. Bader Management 10480 Little Patuxent Parkway 10<sup>th</sup> Floor, Suite 1000, Columbia, MD 21044

### **Reservation is for CLUBHOUSE**

Date of Usage \_\_\_\_\_ Time \_\_\_\_\_

Name and address of Resident Reserving CLUB HOUSE \_\_\_\_\_

Best phone number \_\_\_\_\_

Type of function being held \_\_\_\_\_

Total number of guests expected \_\_\_\_\_

***WGHOA reserves the right to limit the total number of guests before or during the private function.***

***Note: A maximum number of 25 guests is allowed.***

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### **YOUR SIGNATURE ACKNOWLEDGES YOU HAVE READ, UNDERSTAND, AND AGREE TO ALL TERMS.**

1. **Terms of usage:** Resident and resident's guests and invitees shall use the center only in strict compliance with all rules established by WGHOA for the use of the CLUB HOUSE, including all rules posted at the CLUB HOUSE and each of the following ("rules and regulations"):

- A. The center may be reserved (i) only by a full-time resident of the WGHOA subdivision and (ii) only if all Assessments applicable to the lot upon which the resident resides are paid in full.





B. All parties shall end at 9:00 p.m. All clean-ups shall be completed within one hour; the CLUB HOUSE alarm is set for 10 PM.

C. Noise levels, including music, shall be maintained at a level that is not a nuisance or an annoyance to area residents.

D. Nails, staples, tacks, bolts, and sticky adhesives are not allowed to attach items to floors, walls, and/or ceilings. The resident renting the CLUBHOUSE will be charged for any damage caused by the event.

E. Use of the center for the party is limited to only the date(s) and time(s) set forth above. WGHOA, its Officers, Agent or employees, shall be authorized to immediately terminate such use and to require Resident and Resident's guest(s) to immediately vacate the center when, in the sole opinion of WGHOA, its officers, agents or employees, the conduct of any person becomes offensive, noisy, dangerous, or illegal, or is otherwise in violation of any rules and regulations or which infringes upon the rights of property owners or Residents.

F. Use of CLUB HOUSE does not include the use of tennis courts, pool, or fitness center.

G. Use of CLUB HOUSES is restricted to social/recreational use only.

## **2. Clean up: reimbursement and indemnity**

A. Residents shall ensure that the center is left clean, sanitary, and presentable. Residents specifically agree to return all tables/chairs and other equipment to their original location, leave restrooms in a clean and sanitary condition, and place all trash and debris in trash bags and leave such bags in the appropriate trash disposal areas.

**B. The resident shall be fully responsible for and reimburse WGHOA for all damages incurred at the CLUB HOUSE and any equipment or facilities located thereon, resulting directly or indirectly from the Resident's use of the CLUBHOUSE.**

C. Resident will at all times indemnify and keep indemnified WGHOA, its directors, officers, agents and employees, and hold and save all parties harmless from and against any and all claims, Liabilities, damages, losses, costs, charges, and expenses of whatsoever kind or nature, to persons or to Property, including attorney fees, which it shall or may at any time sustain or incur and attribute, Directly or Indirectly to any legal proceedings or suit instituted to enforce the obligations of Residents under this Indemnity agreement.

**3. Miscellaneous:** This agreement configures the sole and entire agreement between the parties, shall be binding upon their respective success and assigns, and may not be amended except in writing, signed by each party hereto.

**4. Indemnity agreement:** Resident agrees to indemnify, hold harmless and defend the association, its Officers, Directors, employees, agents, management company, contractors, and sub-contractors





(association parties), from and against all damages, liabilities, claims, causes of action penalties, fines, costs and expenses (including without limitation all attorney's fees and court costs) incurred or suffered by the association parties whatsoever arising out of or relation in any way to the resident's use of the Amenities granted to the resident by this instrument, whether such claims are based upon the negligence of the association parties.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**YOUR SIGNATURE ACKNOWLEDGES YOU HAVE READ, UNDERSTAND AND AGREE TO ALL TERMS.**



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