

## **Terms and Conditions for use of the Owen Brown Community Center**

1. The Owen Brown Community Center (OBCC) may be used by groups, individuals and organizations at any time the facility is not previously reserved subject to these Terms and Conditions. No one will be permitted on OBCA property without a staff member present. The OBCC will not be leased to groups requiring a liquor license. The facility will not be used for admission charging events except those sponsored by a bona fide non-profit organization (proof required). The renter, as well as any guests of the renter are not permitted to sell items without the permission of the Facility Coordinator or Village Manager. If the renter is using the facility to sell or promote goods or services, this needs to be disclosed prior to contract signing and permission obtained by the OBCA Manager or Facility Coordinator. For the purpose of this agreement, the term "Renter" shall include any and all invitees, participants, suppliers, vendors and/or visitors associated in connection with the event being conducted as contracted by this agreement. Rental contracts shall not be entered into by minors. Valid photo identification of the Renter will be required for all contracts. The OBCA staff has the right to request identification for any attendee/guest in the building.
2. All rentals must be booked and paid in full at least 3 weeks prior to the event date. The security deposit must be paid at the time the contract is signed. All security deposit checks will be cashed. Full payment is due three (3) weeks before the event. When full payment is made, the license agreement will be in effect. If the contract balance is not paid in full three (3) weeks prior to scheduled event, the event will be cancelled and the security deposit will be retained.
3. Payment of Rental Fees: Fees paid on a monthly basis are due by the 20th of the preceding month. ( i.e.: May rent due April 20) Renters will be assessed a \$25 late fee for payments made after the 20th of the month. Renters may be denied use of the facility if there is an outstanding balance (including late fee) at the end of the month.
4. Additional charges: OBCA has the right to require a service charge of twenty five dollars (\$25) or the actual amount, whichever is greater, which shall be automatically due for each instance in which a check, or other form of payment, is returned unpaid for any reason.
5. Cancellations will result in a \$25 service charge. All other fees paid will be refunded according to the following schedule. Cancellations made greater than four (4) weeks from the event will receive a 100% refund less the cancellation fee of \$25. Cancellations made two weeks prior to event will result in forfeiture of 50 % of the room rental fee. Cancellations made less than fourteen (14) days prior to the reservation will result in forfeiture of 100% of the room rental fee. If cancellations are made before the room fee has been paid, the resultant forfeiture fees will be deducted from the security deposit. A change in date may be treated as a cancellation. Cancellations must be submitted in writing to the Facility Coordinator.
6. Inclement weather policy: If we close the facility due to inclement weather, your group will be rescheduled at no charge, or payment received refunded. If you cancel, and we are open, no reschedule or refund will be applied without incurring normal charges.

7. The security deposit amount paid will be refunded by check within fourteen (14) business days after the date of usage provided checks have cleared the bank, and the premises, facility and equipment are left in satisfactory condition, as determined by the Owen Brown Community Association, Inc. (OBCA) The OBCA will refund the security deposit payable to the organization or person who pays the security deposit, regardless of who signs the contract. The OBCA reserves the right to deduct from the deposit an amount necessary to cover the costs of excessive cleanup, staffing fees for extra time and the cost of repairs or replacement of any property. If the security deposit does not fully cover these costs, the Renter will be billed for the difference and future use of the facility will be denied until these costs are paid. Renters are responsible for any and all damages that occur in connection with their use of the facility.

8. If decorations, auxiliary lights or sound equipment are contemplated being used, the OBCA must be notified of the nature of the enhancement ten (10) days in advance of the scheduled reservation in writing. The OBCA reserves the right to have an inspection of the decorations and/or equipment by a representative of the Howard County Fire Department or by a licensed electrician. Under no circumstances may any group make any structural or electrical alterations to the OBCC. Only one directional sign will be permitted outside the building. All other signs capable of being viewed by the public must remain in the space you have rented. All signs must be removed at the end of the rental period.

9. All decorations must be flame proof. No moon bounces or similar equipment. No Velcro walls or similar. No smoke machines. No metallic confetti. No sand. No silly string or similar product. Nothing may be hung from the ceilings or walls unless using hooks provided by OBCA. ONLY tape provided by OBCA or masking tape/blue painters tape may be used to attach decorations which may only be attached to the door or window frame. A \$10 charge will be made if tape roll is not returned to the front desk staff. All tape must be removed to avoid an additional clean up fee. No tacks, nails, staples, pins, glue etc. Renter is responsible for removing all food from the facility and for cleaning all tables used as well as any food or drink spills. Tablecloths must be used on all tables used for food or drink. Failure to use tablecloths or helium balloons left after the event will result in an additional fee. Generally \$10 per balloon and \$10 per table for non-use of tablecloth. All candles must be enclosed in globes extending 2" or more above the candle flame. In the instance of opening alarmed doors - the first alarm is no charge, the second alarm and each subsequent alarm results in a \$50 fee each occurrence.

10. Renter is responsible for keeping the number of people attending the event below the maximum number specified by room capacity or what is stated on the contract. Failure to do so will result in termination of the rental and entire security deposit being withheld. If the Howard County police or Howard County Fire Department are called for assistance, an additional \$100 will be assessed.

11. The OBCA assumes no responsibility for the personal property of facility users. The Renter will remove all such property from the premises at the end of the reservation time period. The OBCA reserves the right to withhold from the security deposit an amount to cover staff costs or any other costs incurred because of equipment or other items not having been removed.

12. All equipment that may be available on the premises for use by the Renter is provided "as is," and the OBCA disclaims all warranties, both expressed and implied, relating to said equipment including, specifically, all warranties or merchantability and warranties of fitness for particular purposes. Furthermore, the OBCA shall have no liability for any damages incurred by the Renter as a result of any failure of such equipment, regardless of the cause of said failure, and specifically, the OBCA shall not be responsible for any incidental or consequential damages as a result of any such equipment failure.

13. It is the responsibility of the Renter to verify set up of all tables, chairs and other equipment upon arrival. Please note any issues with front desk attendant. Under no circumstances may chairs, tables or other equipment be removed from the OBCC or be used outside. All equipment must be left in the same condition received. The lobby furniture must remain in the lobby area. Renter assumes all responsibility for injury due to set up or take down of equipment.

14. Cleanup of the kitchen is the Renter's responsibility. If you use the kitchen, thoroughly clean all surfaces with plain water. Leave the sink, counter tops and floor clean. We can provide cleaning products and equipment if necessary, ask the front desk attendant for these items. You are responsible for bagging all trash and placing it completely in the trash receptacles behind the building. If the tot lot is used, all trash and debris must be removed. If trash is not properly discarded, this will result in a deduction from your security deposit. Please note: there is a small freezer and no stove top in the kitchen.

15. Smoking is not permitted in the Owen Brown Community Center or on the tot lot.

16. Renter agrees to indemnify and hold the OBCA and the Columbia Association harmless for all damages to person or property resulting from the Renter's negligence or resulting from any failure by Renter to abide by these Terms and Conditions.

17. The Renter is responsible for the accuracy of the dates and items specified on the contract. The time stated on the contract as the duration of the reservation is firm. There will be no access prior to the time contracted and the group must be ready to leave the premises, with equipment removed and cleanup completed at the time stated on the contract. A fee per hour or for any fraction thereof will be charged for violations of this policy.

18. At gatherings of people under the age of majority (as defined by state law) adequate adult (as defined by the OBCA) supervision must be provided. Chaperones are required for these groups, at the ratio of one (1) adult for every five (5) minors, with a total of 50 minors. Names, addresses and phone numbers of chaperones must be provided to the OBCA no less than five (5) days before the event. The OBCA reserves the right to require, at the expense of Renter, sufficient security guards (of the OBCA's choosing) to protect the facility and the parking lot for any event. Chaperone Addendum must be signed by Renter.

19. The Renter, his guests or agents, shall not drive or park a motorized vehicle anywhere on the premises other than the paved parking lot. Any misconduct i.e. standing on tables or chairs,

throwing food, or any behavior deemed inappropriate by Owen Brown Community Center staff will result in immediate event cancellation and loss of all monies paid including security deposit.

20. For reasonable cause, the OBCA reserves the right to refuse or cancel contracts and shall not be liable for any damages as a result of such cancellations. The OBCA will issue such cancellation notice as far in advance as possible, but reserves the right to cancel a contract at any time in the case of breach of contract or cases of state or national emergencies or Act of God and the Renter agrees that the OBCA shall not be liable for any loss resulting to the Renter from any such cancellation. Providing of false information by the Renter is valid reason for cancellation. Howard County police assistance is valid reason for cancellation.

21. This contract may not be amended or modified without the express written permission of the OBCA. Any such proposed change must be submitted in writing to the OBCA manager at least ten (10) days prior to the scheduled reservation. If the OBCA, in its sole discretions, determines to approve such proposed change, it may make such approval contingent upon the payment by Renter of additional charges necessitated by such modifications. Contracts are not transferable without written permission from the OBCA management.

22. Renter will comply with all applicable federal, state, and local laws, ordinances and regulations. The Renter assumes full responsibility for the adherence to State Liquor Laws during the contracted rental time. It is understood that State Liquor Laws prohibit the consumption of alcoholic beverages by person(s) under the age of 21 years. Any infraction of State Liquor Laws shall result in the forfeiture of all fees and immediate expulsion from the premises.

23. Use of Storage Space: OBCA does not guarantee available storage space. Fees for storage start at \$25 per month and will be charged for onsite storage of equipment and materials if space is available. OBCA assumes no responsibility for the personal property of Renters or guests.

24. Building curfew, including parking lot: Sunday through Thursday - 10:00 pm; Friday and Saturday - 12:00 am. This includes clean up time. Renter must vacate property by curfew times stated.

25. The OBCA staff has the right to curtail all noise, music, etc. If compliance is not met by the Renter, the OBCA staff person has the right to terminate tenancy. No refund of security deposit or any other funds will be made in this instance.