

RIVER FALLS COMMUNITY CENTER ASSOCIATION, INC. RENTAL AGREEMENT

7915 Horseshoe Lane, Potomac, MD 20854

Effective: March 6, 2023

This rental agreement between River Falls Community Center Association Inc. (RFCCA) and

_____ (Lessee), a member in good standing.

Full Name (please print)

Membership Number

Email Address

Residing at (home address)

Covers rental of the:

Clubhouse¹

Swimming Pool

Small Field (between tennis courts – see Appendix 1)

Large Field (with the baseball backstop – see Appendix 1)

Side Field (Next to the playground and pool – see Appendix 1)

on _____, _____ from _____ to _____. (See section #11 for Field time slots)

If seasonal field rental - select season and write day of week: Spring 2023 _____ or Fall 2023 _____

Brief Description of Event

It is expected that approximately _____ people will participate (all previous information hereinafter referred to as the "Rental"). By signing my name below, I represent that I have read, understand, and agree with the attached Terms and Conditions for Rental. **(IF 40 or more people are attending this event see Sections 10 and 14).**

Total Fee \$ _____ check to be made payable to "RFCCA" (See section #11 for **FIELDS**; #12 for **CLUBHOUSE**; #13 **SWIMMING POOL**)

Member Signature

Date

Telephone Number

RFCCA Governor Signature

Email Address

Date

PLEASE SIGN and put in appropriate Governor's mailbox along with the check(s). Pick up keys from Governor's mailbox day before or day of event and return to same.

PICK UP KEYS FROM CLUBHOUSE GOVERNOR'S MAILBOX THE DAY BEFORE OR DAY OF CLUBHOUSE RENTAL AND RETURN TO THE SAME MAILBOX AFTER EVENT

¹ Additional charges may be assessed if it is determined a rental space is not cleaned properly or if damage to the rental space occurs during a rental.

Terms and Conditions:

1. Lessee must be present for the entire rental period. There shall be no subleasing or assigning of this agreement. Lessee must abide by all applicable state, federal and local laws, and regulations.
2. Children and minors (under 18 years of age) must be supervised by an adult during all activities.
3. Children must stay off of the tennis courts, and away from the conduit or drains. No one is allowed in the pool area when pool is closed.
4. The grounds and clubhouse must be left as they are found. All trash bags must be collected in plastic bags, securely tied, and placed in the garbage area and in the garbage cans (on the left side of the Clubhouse, the area next to the air conditioning units). The trash gate should be closed.
5. Lessee agrees to be fully responsible to pay for all damages that occur to the property during the rental period, other than Acts of God. If RFCCA must bring legal action to collect monies for damages, lessee shall pay all reasonable attorney’s fees and costs.
6. All guests shall abide by the rules and regulations listed in the RFCCA members’ handbook located here: <https://riverfalls.org/rfcca/rfcca-member-handbook/>
7. Use of the Community Center shall be consistent with the terms of the special zoning exception granted by the County Board of Appeals. The RFCCA Board of Governors must approve questionable uses under the zoning restrictions. The Community Center may be used for educational and service activities and social functions. Public meetings and advertising to general public or the sale of tickets at the door is not permitted.
8. Social functions at the Community Center are limited to one day per weekend, either Friday or Saturday evenings, but not consecutively, and a Sunday event ending no later than 8:00 p.m.
9. To the fullest extent permissible by law, Lessee shall indemnify and hold harmless RFCCA and any of its representatives from and against all claims, damages, losses and expenses, including but not limited to attorneys’ fees, arising out of or resulting from the rental, provided that any such claim, damage, loss or expense is attributable to bodily injury to or destruction of tangible property including the loss of use resulting there from, and to the extent only that it is caused in whole or in part by any negligent act or omission of the Lessee or by anyone for whose acts the Lessee may be liable. The obligations of the Lessee under this paragraph shall not extend to claims, damages, losses, and expenses, including but not limited to attorneys’ fees, arising out of or in any way attributable to the negligence of RFCCA.
10. Proof of homeowner’s liability insurance coverage is required for all functions serving alcoholic beverages and/or involving 40 or more individuals. RFCCA shall be an intended third party beneficiary to such homeowners policy for the duration of Lessee’s rental period.
11. If Rental is of the **FIELDS**: The following fee schedule will be:

Seasonal Rental (one day per week)	Spring 2023		Fall 2023	
	Start Date	End Date	Start Date	End Date
Time	3/20/2023	6/19/2023	8/28/2023	11/3/2023
4:00p to 5:00p	\$200		\$200	
5:00p to 6:00p	\$250		\$250	
6:00p to 7:30p or sunset	\$300		\$150	
Single Use				
2-Hours rental (or less)	\$25			
2- to 4-Hour rental	\$40			
4-hours or more	Please Inquire (Grounds Governor Discretion)			
Charities, non-profit fundraisers, and CARF meetings	Free (Grounds Governor Discretion)			

- (a) Seasonal rentals will be prioritized over single use rentals.
- (b) Seasonal rentals will be for one day per week for the season and must be the same day and time slot for each week.
- (c) Seasonal rentals - PLEASE be sure to clear the field by the end of your rental time slot for other groups/teams who have the following time slot.
- (d) If the fields are excessively wet or otherwise unsafe, the fields should not be used. If in doubt, please contact the Grounds Governor. Any damages to the grounds will be the responsibility of the lessee (see section #5 above)
- (e) Lessee shall indemnify and hold harmless RFCCA and any of its representatives from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the rental, provided that any such claim, damage, loss or expense is attributable to bodily injury to or destruction of tangible property including the loss of use resulting there from, and to the extent only that it is caused in whole or in part by any negligent act or omission of the Lessee or by anyone for whose acts the Lessee may be liable. (see section #9 above)

Please return completed contract to the Grounds Governor.

12. If Rental is of the CLUBHOUSE:

- (a) There is a limit of 126 persons allowed in the Clubhouse.
- (b) Alcoholic beverages may be introduced into and consumed in the Community room ONLY and only in connection with community sponsored events or private parties. NO MINORS may be served. No alcoholic beverages are to be left on the premises before or after Rental. RFCCA does not have a liquor license.
- (c) There is no smoking within the clubhouse.
- (d) If a band or DJ is used, amplifiers must be turned down at 11:00 p.m. so that music cannot be heard beyond the clubhouse premises. Music must be turned off by 11:45 p.m. Evening social functions will end by midnight with clean-up quietly completed by 12:30 a.m. There is to be NO MUSIC set up on the patio terrace.
- (e) No smoking devices (including those used by magicians) may be used, as they will set off the fire alarm system. Provided key will turn off alarm.
- (f) Oven and microwaves may be used and must be cleaned after use.
- (g) Return all tables to the storage room and separate by size. Put the chairs on the main floor on the caddies provided with the chairs facing the same direction on the caddies.
- (h) All decorations should be carefully removed. No nails or tacks should be put into the walls or woodwork. Only removable tape should be used. **DO NOT USE GLITTER OR CONFETTI!**
- (i) Clean the floors in the main room, kitchen, and storage room closet. Use a damp rag (water only) on wood floor before sweeping if there is a spill. Mop tile floors in the kitchen for sticky spots and spills - using only clean water.
- (j) If dishwasher is used, remove clean dishes the same day or arrange to do so the following day.
- (k) All items brought by the lessee or anyone attending the event must be removed from the refrigerator and spills cleaned up.
- (l) Bathroom sinks must be cleaned, wastebaskets emptied, and bathrooms left in a tidy condition. Cleaning supplies can be found under the kitchen sink. Plastic bags are located in the kitchen closet.
- (m) Use of the fireplace is prohibited.

(n) Return the temperature controls to proper settings, as indicated on the instructions located by the thermostats (heating set to 60 degrees and air conditioning to OFF.)

(o) Windows must be securely locked, blinds pulled down and evenly lined, and opened.

(p) Lock all doors securely and return keys to the Clubhouse Governor.

(q) The Fees are as follows:

- Birthday Parties; General Events; Social Functions: \$150.00 for minimum four hour use which includes set up and clean up (additional hours are \$75.00 per hour)
- All Day Events: \$400.00 (all set-up and clean up must be on the same day)
- Special Theme Party: \$600.00 (includes two days: ½ day set-up, one day for party, and 1/2 day for cleanup)
- Wedding Receptions: \$750.00 (includes three days: one day for set-up, one day for reception and one day for cleanup)
- Book Clubs and Exercise Classes: \$35.00 per hour.

Please return completed contract to the Clubhouse Governor.

13. If Rental is of the **SWIMMING POOL**:

(a) The Rental is for use of normal hours of operation, to cover additional management and guards needed for larger groups (10 or more non-RFCCA members “guests”). Parties of 51 guests or more are at the Pool Governor and Pool manager’s discretion.

(b) Rental of the swimming pool does NOT entitle the lessee to exclusive use of any portion of the pool or pool area. The lessee and their guests must share the pool and pool area with other RFCCA members.

(c) The Pool Manager may, at any time, suspend any person from further use of the pool and of RFCCA property.

(d) In the event of bad weather, the Rental may be cancelled. Cancellation may be made the day before the event for a full refund of fees paid.

(e) If the event is cancelled the day of the rental the manager and each guard will be paid 50 percent of the 2-hour rental fee as stated below.

(f) After consultation with Clubhouse Governor, if there are no conflicting events scheduled in the clubhouse, the rental may be moved into the Clubhouse (in which case, Lessee agrees to abide by Paragraph 12 above).

(g) The pool staff (manager and guards) are **NOT** responsible for organizing or assisting with your party/event.

The staffing requirements and fees are as follows:

Number of Guests	Additional Staff	2-hour rental fee	Additional hour(s)
10 – 20 guests	1 Manager and 1 Guard	\$400	\$75 per hour
21 – 50 guests	1 Manager and 2 Guards	\$450	\$125 per hour
51 guests or more	TBD Pool Governor and Pool Manager’s Discretion	TBD Pool Governor and Pool Manager’s Discretion	TBD Pool Governor and Pool Manager’s Discretion

Please return completed contract to the Pool Governor.

15. Please make all check payable to "RFCCA." Please deliver the appropriate checks with a signed copy of the first page of this Agreement (and the proof of insurance, if required) to the Clubhouse or Grounds Governor. Depending on the rental schedule, keys may be picked up the day before or day of the event from the Clubhouse Governor.

Appendix 1 – Map of RFCCA Fields



Three Fields (please see appendix 1 for map of fields)

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|---|
| 1. Large Field (with baseball backstop) |
| 2. Upper Field (between tennis courts) |
| 3. Side Field (next to pool and playground) |

Revised & Effective: March 6, 2023