

## Exhibit A

### RENTAL CONTRACT AND AGREEMENT

This Rental Contract and Agreement (the "Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Miramar Landing Homeowners Association, Inc. (the "Association") and \_\_\_\_\_ (the "Renter"). Collectively, the Association and the Renter are referred to as the "Parties".

#### TERMS

1. Definitions. For the purposes of this Agreement, the term Renter shall be limited to the individual signing this Agreement. The term Guest(s) shall include any and all Members, non-members, tenants, residents, invitees, guests, participants, suppliers, and/or visitors associated with the event contracted for in this Agreement.

2. Rental Area. The rental area shall refer specifically to the Association's Pavilion and Picnic Area, which includes the pavilion, picnic tables, chairs, and the surrounding area (the "Rental Area").

3. Time for reservation. Renters may reserve the Pavilion and Picnic Area for exclusive use by written request to the Association's property manager. This Agreement must be completed and returned to the property manager a minimum of seven (7) business days prior to the date of the event, together with the applicable Rental Fee. The request must then be approved by the Board, which may decline any such request in its sole and absolute discretion.

4. Duration of event. The Pavilion and Picnic Area may be reserved exclusively for a maximum of four (4) hours.

5. Attendance. The person renting the Pavilion and Picnic Area must be present for the duration of the function and must provide adult supervision for persons under eighteen (18) years of age. The Renter assumes any and all risk and liability that relates in any way to the event contracted for in this Agreement.

6. Rental Fees. The fees for renting the Pavilion and Picnic Area (the "Rental Fees") are as follows:

Members: Ten Dollars (\$10.00) for four (4) hours of exclusive use.

Non-members: Twenty Dollars (\$20.00) for four (4) hours of exclusive use.

Electricity: Ten Dollars (\$10.00) for four (4) hours of exclusive use of the electrical outlets.

Any event exceeding four (4) hours in duration shall be charged a pro-rated fee. Please make all checks payable to Miramar Landing Homeowners Association, Inc.

7. Security Deposit. A security deposit in the amount of Two Hundred Dollars (\$200.00) is required to reserve the Pavilion and Picnic Area. The security deposit must be paid at the time this Agreement is approved and may be paid by cash, check, or through a hold on the Renter's credit card. The Rental Period is not guaranteed without the full security deposit being received.

8. Security Deposit Returned. The security deposit will be refunded and returned to the Renter within ten (10) business days following the end of the Rental Period, after the Board confirms that the Pavilion and Picnic Area have been returned to a good, orderly, sanitary, and satisfactory condition following the event. The Board retains the sole discretion in determining what constitutes good, orderly, sanitary, and satisfactory condition. In the event of any unsatisfactory item(s), the Association will provide the Renter an itemized written statement setting forth the reasons and dollar amounts retained by the Association. The Association reserves the right to deduct from the security deposit amounts necessary to cover the costs of excessive cleanup, repairs or replacement due to the use, misuse, abuse or negligence of the Renter, his/her invitees, Guests, participants, suppliers and/or visitors. If the security deposit does not fully cover these costs, the Renter will be charged for the difference, which charges shall be due upon receipt by the Renter of the Association's invoice for the same. The Association reserves the right to deny future use of the Pavilion and Picnic Area until all outstanding costs are paid. In addition, the Association shall be entitled to recover all costs associated with any necessary legal action, including but not limited to reasonable attorney's fees as determined by the court.

9. Cancellations. Any cancellation by Renter must be received by the Association, in writing. Cancellation fees will be calculated as follows: cancellations made more than four (4) days before the scheduled reservation will result in a full refund of the Rental Fees. Cancellations made four (4) days or less before the reservation date will result in a cancellation fee equal to 100% of the Rental Fees. Upon cancellation, the security deposit will be returned.

10. Rules and Regulations. Renters and Guests agree to follow and are bound by the Rules and Regulations Governing the Use of the Pavilion and Picnic Area, a copy of which is attached hereto as Exhibit 1. In addition, Renter is responsible for ensuring the appropriate behavior of all of his/her invitees and Guests. Any misconduct or any behavior deemed inappropriate by the Board or in violation of this Agreement will result in immediate termination of this Agreement and subject the Renter and/or Guests to immediate eviction from the Pavilion and Picnic Area without abatement of any rental fees, and will result in the forfeiture of Renter's security deposit.

11. Indemnification. Renter and Guests agrees to hold harmless and indemnify the Association, its Board, members, staff, agents, representatives and employees, from and against any and all claims, actions, damages, costs, losses, liability and expenses, including reasonable attorney's fees, in connection with any injury to persons or property arising out of the rental, use or occupancy of the Pavilion and Picnic Area, and surrounding areas. Moreover, Renter and/or Guests shall indemnify the Association, its Board, members, staff, agents, representatives and employees from and against any and all claims which may arise out of the rental and/or use of the Pavilion and Picnic Area including, but not limited to, attorneys' fees.

12. Inspections. Renter agrees to be present fifteen (15) minutes prior to the start of the function to conduct a pre-use inspection of the Pavilion and Picnic Area with a designated Association representative to note the condition of the facilities prior to the commencement of the function. The Association also reserves the right to inspect the Renter's decorations and/or equipment, including, when necessary, an inspection by the Baltimore County Fire Department, or other professionals, to determine and protect the safety and use of the Pavilion and Picnic Area. Any fees associated with inspections, other than by the Association, will be charged to and paid by the Renter. The Association, its agents, and/or authorized staff may monitor the event and enter the premises and Rental Area, to ensure the safety of the property or, in the event of an emergency, and/or to make repairs or improvements by request of the Renter. The Association has the right to withhold the security deposit if law enforcement authorities are called to the Pavilion and Picnic Area to respond to any complaint regarding the event, the Renter and/or Guests of the Renter.

13. Accommodation Request under the Fair Housing Act and/or Americans with Disabilities Act. Should the Renter and/or Guests require any accommodation to allow access and/or use of the Pavilion and Picnic Area, the Renter must submit a written request for such accommodation at the time this Agreement is submitted. The Board will review any such accommodation request prior to executing this Agreement.

14. Recitals. The recitals above are incorporated herein by reference, as if fully restated.

15. Invalidity. This Agreement shall be interpreted and governed by the laws and rules of the State of Maryland. Should any part or term of this Agreement be declared invalid, then only that portion shall be invalid and the remaining Agreement shall remain in full force and effect.

16. Entire Agreement/Modifications. This document, and the accompanying Rules and Regulations Governing the Use of the Pavilion and Picnic Area, constitutes the entire Agreement between the Parties, and no promises or representations, oral or otherwise, except those contained herein, have been made by the Association. This Agreement is not transferable. Any modifications to this Agreement must be made in writing, agreed to and signed by the Parties to this Agreement.

**I have read and understood this entire Agreement and agree to abide by the terms and conditions set forth herein. Violations of this Agreement or the associated rules may result in forfeiture of a portion or all of the security deposit. As noted above, the Board retains sole discretion in determining what, if any, of the security deposit will be returned to Renter.**

[SIGNATURES APPEAR ON NEXT PAGE]

**RENTER**

\_\_\_\_\_  
**Name (Printed)**

\_\_\_\_\_  
**Street Address**

\_\_\_\_\_  
**City, State, and Zip Code**

\_\_\_\_\_  
**Cell Phone**

\_\_\_\_\_  
**House Phone**

\_\_\_\_\_  
**Email**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

**MIRAMAR LANDING HOMEOWNERS ASSOCIATION, INC.**

\_\_\_\_\_  
**Name (Printed)**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Title**

**EVENT**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Time Requested [maximum duration is four (4) hours]**

\_\_\_\_\_  
**Approximate Number of Attendees**

\_\_\_\_\_  
**Description of Event**

## **Exhibit 1**

### **Rules and Regulations Governing the Use of the Pavilion and Picnic Area**

Rules and Regulations. The following Rules and Regulations are binding on all Members, non-members, tenants, residents, invitees, guests, participants, suppliers, and/or visitors using and/or renting the Pavilion and Picnic area (collectively, the “Users of the Pavilion and Picnic Area”):

1. Users of the Pavilion and Picnic Area hereby agree to comply with these Rules and Regulations, the terms of any applicable rental contract, all local and state laws, orders, and/or government regulations and/or ordinances including.
2. Users of the Pavilion and Picnic Area must remain on the grassy areas in and around the Pavilion and Picnic Area and shall not be permitted to stand or gather on the streets or parking areas, or otherwise obstruct traffic and/or parking in any way.
3. The Pavilion and Picnic Area may be used from dawn until dusk, Monday through Sunday. The Pavilion and Picnic Area is available for rent from dawn until dusk. Rental time cannot exceed four (4) hours. Reservations shall be accepted on a first-come, first-served basis. The Board reserves the right for the Association to hold community-specific events in the Pavilion until 8:00 p.m. However, under no circumstances may the Pavilion and Picnic Area be used for any purpose after 8:00 p.m., including private functions.
4. Users of the Pavilion and Picnic Area shall not use the Pavilion and Picnic Area and surrounding area in a manner that creates a nuisance by annoying, disturbing, inconveniencing or interfering with the quiet enjoyment and peace of any other person or persons in or about the Association’s property, neighbors of the property, residents, the Community at large or otherwise.
5. Music shall not contain profanity and shall be played at a reasonable volume, so as not to create a nuisance by annoying, disturbing, inconveniencing or interfering with the quiet enjoyment and peace of any other person or persons in or about the Association’s property, neighbors of the property, residents, the Community at large or otherwise.
6. Users of the Pavilion and Picnic Area shall be properly covered and attired at all times while using the Pavilion and Picnic Area.
7. Any misconduct or inappropriate behavior by Users of the Pavilion and Picnic Area, as determined in the sole discretion of the Board, may subject the Users of the Pavilion and Picnic Area to immediate eviction from the Pavilion and Picnic Area.
8. No illegal activities are allowed in the Pavilion and Picnic Area.
9. No smoking is allowed in the Pavilion and Picnic Area.
10. No alcohol is allowed in the Pavilion and Picnic Area.
11. No drugs and/or other illegal substances are allowed in the Pavilion and Picnic Area.

12. ABSOLUTELY NO OBJECTS SUCH AS NAILS, TACKS, SCOTCH TAPE, CANDLES OR SUBSTANCES WHICH MAY CAUSE PERMANENT DAMAGE SHALL BE PLACED ON ANY SURFACES OF THE PAVILION AND PICNIC AREA. OPEN FLAMES ARE STRICTLY PROHIBITED IN AND AROUND THE PAVILION AND PICNIC AREA. Any and all decorations shall be fireproof and shall be removed entirely and immediately by the Users of the Pavilion and Picnic Area prior to vacating the area. Under no circumstances shall any person or group make any structural or electrical alterations to the Pavilion and Picnic Area.

13. All refuse and personal property of the Users of the Pavilion and Picnic Area shall be removed from the Pavilion and Picnic Area, and Association property, immediately after rental or use of the Pavilion and Picnic Area. Users of the Pavilion and Picnic Area are responsible for providing his/her own trash bags for the removal of refuse.

14. Users of the Pavilion and Picnic Area will keep the Pavilion and Picnic Area, and surrounding areas, clean, sanitary, and in good condition. Upon termination of the use of the Pavilion and Picnic Area, Users of the Pavilion and Picnic Area will return the Pavilion and Picnic Area, and surrounding areas, to substantially the same condition as they were at the time the use began. Users of the Pavilion and Picnic Area agree to immediately notify the Association of any defects or dangerous conditions, in and about the Pavilion and Picnic Area, and surrounding areas, of which the Users of the Pavilion and Picnic Area become aware.

15. Users of the Pavilion and Picnic Area should report any emergencies to the police or Fire/Rescue (as appropriate) by calling 911.

16. The Pavilion and Picnic Area may not be used for any profit-making or other commercial purpose; provided, however, the Board and any committee of the Association may use the Pavilion and Picnic Area for any purpose in furtherance of their duties or obligations under the Association's Governing Documents or other applicable law.

17. Users of the Pavilion and Picnic Area who wish to use the Pavilion and Picnic Area for a private function, at the exclusion of others, must specifically reserve the Pavilion and Picnic Area prior to such use, and shall be required to execute the Rental Contract and Agreement, in a form approved by the Board which is attached hereto and incorporated herein as Exhibit A, as such form may be amended or supplemented from time to time. Further, the Board reserves the right to charge a fee for such rental. Note that the Rental Contract and Agreement may be updated from time to time, in the sole discretion of the Board. Users of the Pavilion and Picnic Area should request the most recent and updated version of the Rental Contract and Agreement, prior to renting the Pavilion and Picnic Area.

18. Users of the Pavilion and Picnic Area agree to indemnify and hold the Association harmless from and against any and all actions, claims, damages, costs, expenses, liability, or losses, including reasonable attorney's fees, incurred by the Association in connection with any breach or violation of these Rules and Regulations and/or any injury to persons or property arising out of the rental, use or occupancy of the Pavilion and Picnic Area, and surrounding areas.

19. Further, Users of the Pavilion and Picnic Area agree to reimburse the Association, on demand, for any repairs to the Pavilion and Picnic Area, and surrounding areas, and contents therein damaged by Users of the Pavilion and Picnic Area.

20. All personal property placed at the Pavilion and Picnic Area or elsewhere upon the Association's property shall be placed at the User of the Pavilion and Picnic Area's risk, and the Users of the Pavilion and Picnic Area agree to hold the Association harmless and without fault or liability for any loss or damage, direct or indirect, which occurs as a result of theft or damage to said property.

21. The Association has the right to modify the rules and regulations for use of the Pavilion and Picnic Area from time to time and shall have no liability to Users of the Pavilion and Picnic Area for its enforcement or waiver of such rules and regulations.

22. Failure to comply with Sections 1 – 21 hereof shall be deemed a violation of these Rules and Regulations and will be enforced in any manner provided by the Governing Documents or by law.

23. There is no grilling allowed under the pavilion structure.