

DECATUR FARM HOMEOWNERS ASSOCIATION, INC

COMMUNITY CENTER LEASE AGREEMENT

_____, the Lessee, shall be reserving the Great Room and Kitchen for the purpose of _____

The Lessee must be a resident in good standing of the Decatur Farm Community Association, Inc. and must be present and assume responsibility for the Leased Area. Lessee must meet the requirements as noted. Decatur Farm Community Association, the Lessor, in its sole discretion, reserves the right to refuse to enter into a Lease Agreement with any prospective Lessee even if Lessee meets the above noted requirements.

Lease Term: The term of this Agreement shall commence on _____ at _____ o'clock and shall terminate on _____ at _____ o'clock. This designated time includes time necessary to setup and tear down.

Lease Deposit: Upon executing this Lease Agreement, Lessee shall remit to Lessor, (10) ten days prior to the leased date, by check a deposit of \$50.00. Lessor and Lessee shall inspect the Leased Area before use. Any damage to the Leased Area, including any additional clean-up fees shall be deducted from the Deposit Fee. The remainder of the Deposit Fee, if any, shall be returned to Lessee within thirty (30) days of completion of the Lease Term. If the Deposit Fee is insufficient to correct the damage, Lessor shall submit an invoice to Lessee for the difference and Lessee agrees to remit the invoice amount within ten (10) days of receipt of the invoice. The Lessee shall pay any court costs and reasonable attorney's fees incurred by Lessor in collecting this amount.

Rules and Regulations: Lessee agrees to abide by Decatur Farm HOA Recreational Facilities Rules & Policies and any additional rules and regulations adopted by its Board of Directors. See Exhibits A & B.

Alterations: Lessee shall make no alterations or modifications, structural or non-structural, to the Leased Area. Notwithstanding the foregoing, Lessee may decorate the Leased Area, provided Lessee complies with the Decatur Farm Rules and Regulations attached hereto as Exhibit A. Lessee shall be solely responsible and liable for satisfying the requirements of all laws, rules and regulations of governmental authorities with respect to the use of the Leased Area by the Lessee, its employees, agents, customers and guests. Lessee shall not occupy or use the Leased Area, nor permit the same to be used for any purpose not designated and described herein.

Indemnification: Lessee shall indemnify and save harmless Lessor, and its employees, agents, subcontractors, directors, officers, or assigns from and against any claim, cost, action, damage, liability and expense (including but not limited to attorney's fees) in connection with the loss of life, personal injury and/or damage to personal property and/or contractual claim arising from or out of the use of the Leased Area by Lessee, its employees, agents, customers and guests and/or any breach of the terms of this Lease Agreement. The terms and provisions of this Section shall survive the expiration or termination of this Lease Agreement.

Default: The parties agree that in the event of default of any of the obligations set forth herein. Lessor shall have the right to immediately terminate this Lease Agreement whereupon Lessee shall immediately cease use of the Leased Area, but such termination shall not release the Lessee from the payment of all damages sustained by the Lessor. Lessor shall have the right to pursue any remedies to which it might be entitled on account of a breach of any condition of this Lease Agreement.

Lessee shall pay all costs, expenses, court costs and damages, including reasonable attorney's fees, incurred by Lessor in connection with any default by Lessee or any action or proceeding between Lessor and Lessee arising out of or by reason of this Lease Agreement, or to enforce the provisions hereof.

Entire Agreement: This Lease Agreement contains the entire agreement between the parties, and any amendment to the terms here of shall be in writing, signed by the parties hereto.

Lessor

Lessee

_____ Authorized Signature	_____ Title	_____ Signature	
_____ Print	_____ Date	_____ Print	_____ Date
		_____ Home Address	
		_____ Home Phone	
		_____ Cell Phone	

For Decatur Farm Homeowners Association, Inc.

Please make \$50 check Payable to Decatur Farm Homeowner's Association and mail to Property Manager:

OC Mann Properties
220 16th St., Ocean City, MD 21842
Tel. 410-289-6156 Fax 410-289-5443
Info@OCMannProperties.com

DECATUR FARM HOMEOWNER'S ASSOCIATION, INC

COMMUNITY CENTER CHECKLIST

Resident Lessee:	Lessor: Decatur Farm HOA		
Event Date:	Time: _____ to _____		
Purpose of Event:	Setup date and time: _____		
Contact Name:	Alternate Contact Name: _____		
Contact Phone:	Alternate Contact Phone: _____		
Security Deposit (\$50) Due Date:	Security Deposit Returned to Lessee (Yes or No): _____		
Security Deposit Date Received:	Date Returned: _____ Amount: _____		
	If No, explain: _____		
Caterer Employed (Yes or No): If yes, caterer must provide liability insurance. Proof of liability insurance received Date received:			
Certified Lifeguard: Proof of Certification & Insurance, Date Received:			
Alcohol on Premises (Yes or No):	Comment: _____		
<p>Checklist:</p> <table style="width:100%; border:none;"> <tr> <td style="width:50%; vertical-align: top;"> <input type="checkbox"/> Time In <input type="checkbox"/> Wipe tables and chairs <input type="checkbox"/> Vacuum upholstered furniture <input type="checkbox"/> Remove trash (including restrooms) and replace liners <input type="checkbox"/> Vacuum carpets <input type="checkbox"/> Spot clean spills on carpet <input type="checkbox"/> Clean & mop kitchen <input type="checkbox"/> Wipe counters in kitchen and restroom <input type="checkbox"/> Wipe doors and frames for finger prints <input type="checkbox"/> Clean and wipe down children's room </td> <td style="width:50%; vertical-align: top;"> <input type="checkbox"/> Turn off coffee pots, radio and lamps <input type="checkbox"/> Lock doors and windows <input type="checkbox"/> Turn off lights <input type="checkbox"/> Have everyone exit the building <input type="checkbox"/> Set the alarm and lock the doors <input type="checkbox"/> Time out </td> </tr> </table>		<input type="checkbox"/> Time In <input type="checkbox"/> Wipe tables and chairs <input type="checkbox"/> Vacuum upholstered furniture <input type="checkbox"/> Remove trash (including restrooms) and replace liners <input type="checkbox"/> Vacuum carpets <input type="checkbox"/> Spot clean spills on carpet <input type="checkbox"/> Clean & mop kitchen <input type="checkbox"/> Wipe counters in kitchen and restroom <input type="checkbox"/> Wipe doors and frames for finger prints <input type="checkbox"/> Clean and wipe down children's room	<input type="checkbox"/> Turn off coffee pots, radio and lamps <input type="checkbox"/> Lock doors and windows <input type="checkbox"/> Turn off lights <input type="checkbox"/> Have everyone exit the building <input type="checkbox"/> Set the alarm and lock the doors <input type="checkbox"/> Time out
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Additional Comments:			

**DECATUR FARM HOMEOWNERS ASSOCIATION, INC.
Community Center Lease Rules and Regulations**

1. Lessees, their employees, agents, customers and guests may only use the Leased Area (Multi-Purpose Room and Kitchen) for the purposes set forth in the Lease Agreement.
2. Lessee may not enter the Leased Area prior to the commencement of the Lease Term and must leave the Leased Area at the expiration of the Lease Term. In no event shall Lease Term terminate later than 12:30 AM.
3. Proper attire must be worn while in the Community Center, no bathing suits, wet or dry.
4. All utensils, serving items and kitchen supplies (paper towels, napkins, dish towels) shall be provided by Lessee and shall be removed at the termination of the Lease Agreement.
5. In the event the Lessee secures a caterer, the caterer must provide proof of liability insurance naming Decatur Farm Homeowners Association as the Lessor.
6. Lessee is permitted to decorate the Leased Area. However, walls and beams may not be pierced, tacked or stapled. Use of glue, scotch tape or other adhesives on walls or beams is prohibited.
7. Tacks may not be used on furniture to attach any type of decorations.
8. All decorations must be removed from Leased Area.
9. All trash must be removed from Leased Area.
10. All food and drink must be removed from Leased Area.
11. The deck area nearest the great room may be used. The deck surrounding the pool area is prohibited.
12. Consumption, possession and sale of alcohol beverages shall be in compliance with Maryland law and the rules and regulations of the Worcester County Board of License Commissioners. Alcohol may not be sold in the Community Center.
13. Under no circumstances shall Alcohol be served to a minor (under the age of 21). Anyone found serving alcohol to a minor will be denied use of Leased Area in the future.
14. If Lessee violates any County, State or Federal laws, the Lease Agreement shall automatically terminate and the Lessor shall retain the deposit and Lease Fee.
15. Lessee may bring equipment and supplies to the Leased Area. However, all such items must be removed at the expiration of the Lease Term and the Leased Area restored to its original condition.
16. Emergency exits within the Community Center may not be blocked.
17. Smoking is prohibited within the Community Center.
18. Notice of cancellation must be given in writing by The Lessee five days prior to the event.

DECATUR FARM COMMUNITY CENTER

419 Dueling Way

Berlin, MD 21811

Community Center and Recreational Facilities Rules and Policies

Rules and Polices

Decatur Farm Homeowner's Association, Inc. established the following rules and regulations to ensure the recreational facilities are available and enjoyable to all of our homeowners on an equal basis. These rules and policies will be strictly enforced and any violation of them may result in a suspension of privileges. Please note that these facilities are only available for use if the resident's Association account is current.

General Rules

Disclaimer

Homeowners and guests using the facilities do so at their own risk. The Association and its duly appointed agents and employees shall not be liable for personal injury, damage to, or loss of property arising from the use of the facilities or from the acts, omissions or negligence of other persons using these facilities. The Association shall be held harmless from any and all claims arising by reason of injury of death or any person caused or occasioned by use of the facilities.

General Guidelines

Hours of Operation: The hours of operation of all facilities and services provided by The Decatur Farm Community Center will be established by the Board of Directors. The Board may close certain facilities, from time to time, for maintenance, repairs and for the purposes deemed necessary. The Community Center is open from 6:00am - 9:00pm.

Identification: Residents must at all times have in their possession their entrance ID/swipe card for identification and to enter or use recreational/Community Center facilities. Each household will be issued one card. The resident will be charged the replacement rate established by the Board to replace a damaged or lost card. The same fee will be charged to households greater than two for additional cards. Card replacement may take up to ten (10) working days.

Guests (General Use of Community Center): Guests are allowed to use The Community Center only if in the presence of their sponsoring resident. Each household is allowed to bring a maximum of two guests to use the clubhouse at any one time.

a. Non-Members: No member or group of members acting in concert shall allow the same guest to frequently use The Community Center as a substitute to homeownership.

b. Age Requirements: No guest under the age of 18 years old is permitted in The Community Center without adult supervision.

c. Delinquent Owners: Owners who are delinquent on their Association Assessments may not enter the clubhouse or pool area, as a guest of an owner who has paid in full or the owner that provided the delinquent owner access, risks having their own access revoked.

Tenants: Residents relinquish their membership to The Community Center when their property is leased to a tenant. The resident will notify the Management Company when a tenant takes possession of a Decatur Farm residence. The tenant will then assume the membership and be held accountable to Community Center rules and regulations.

Rules & Regulations Common to All Activities

Use: Use of the recreational facilities is restricted to residents in good standing and their guests. All residents must have their ID/swipe on their person when using the clubhouse.

Preference: Residents will have preference over guests with respect to the use of all clubhouse/recreational facilities i.e. exercise equipment, pool. etc.

Conduct: All persons using the recreational common areas must conduct themselves in a courteous manner. Disorderly, verbal or physical misconduct will not be tolerated. All complaints should be made in writing signed by the resident and forwarded to the Management Office and/or the Board of Directors.

Recreational Rule Enforcement: The Management Company has been delegated by the Board to enforce rules and regulations regarding the use of the recreational facilities at the clubhouse. Where prohibited conduct occurs on common properties and facilities, the Management Company may suspend a resident's use of the clubhouse.

Equipment: All recreation equipment supplied by the clubhouse must be returned to the designated storage areas immediately following each use.

Radios: Portable radios, CD players, etc. will be allowed in the common recreational areas, provided they are equipped with ear phones and cannot be heard by other individuals using the facility.

Pets: No pets are allowed in the Community Center with the exception of service pets.

Food/Drink: Food and drink are not allowed in the clubhouse except the gathering room and the kitchen. Alcohol is not permitted in the community center. Plastic water bottles are permitted in the Fitness Center. Clubs and committees having meetings in the clubhouse may have food service with the approval of the Management Company.

Room Rental: A Community Center room rental program has been implemented for residents. See the Management Company for details.

Attire:

- a. Wet bathing suits and/or wet feet are not allowed in the fitness center. Bathing suits cannot be worn in the community center at any time.
- b. Street shoes or outdoors sneakers are not permitted on the exercise equipment. All residents and guests should bring a pair of sneakers to be used on the equipment with them and change before and after using the equipment and/or entering the pool area.

Meetings and Functions:

- a. Prior approval must be obtained from the Management Company for all meetings and functions.
- b. Within 30 days after the first organizational meeting each club or group will supply the company with: statement of purpose or charter, membership list to be updated annually; requested meeting location and time with at least one second choice; and list of officers with phone numbers.
- c. Association business has priority over resident business. All regularly scheduled Council Meetings, etc. will have priority for room use. Otherwise, services are on a first-come, first-served basis.
- d. Clubs, groups and committee memberships are for residents in good standing only. Any attendees other than residents or speakers must be submitted in writing to the Management Company for approval.

Smoking: Smoking is not allowed anywhere in the building. Smokers must exit the building and close the doors behind them before smoking in designated exterior smoking area.

Bicycles: Bicycles are not to be left in front of the clubhouse, brought into the clubhouse, or the pool area. They are to be stored in the bicycle rack located on the side of the Community Center. Such storage is understood to be at the risk of the owner. The Association is not responsible for any loss or damage incurred.

Fitness Center:

- a. No one under the age of 18 is permitted in the fitness center without adult supervision.
- b. Users should consult their physicians for exercise recommendations.
- c. Residents and or their guests must wipe down the equipment after their exercise.
- d. Any residents who choose to use the equipment in the fitness center will do so at their own risk.

Residents should employ the "buddy system" and should, for their own safety, always have another

person present when using the equipment.

c. Proper exercise attire must be worn. Non-outdoor tennis shoes or sneakers must be worn while operating fitness equipment. Exercising without a shirt is not permitted.

f. Additional Rules & Regulations will apply and will be posted in the fitness center.

g. Guests must understand that residents have priority in using any of the exercise equipment.

h. No resident should use any of the exercise equipment for more than thirty minutes if there is a resident waiting to use it.

Children's Play Room: Food and beverages are not permitted in the Play Room.

Card Room: Food and beverages are not permitted in the Card Room.

Local & State Health Regulations: Users of the pool facilities shall follow Local and Maryland State Health Regulations at all times.

Attire: Proper swimming attire is required for use of the pool. Street clothes cannot be used as swimming attire. Street shoes or outdoors sneakers are not permitted in the pool area. All residents should bring a pair of sneakers with them and change before and after entering the pool area.

Conduct: Running, horseplay, diving or jumping into the pool is not allowed for safety reasons. Where violations of such rules and regulations occur, the Management Company is empowered to suspend the responsible person's privilege to use such pool facilities. Residents are responsible for the actions of their guests.

Food and Beverages: Food and beverages are not permitted in the pool area. Glass containers are not permitted in the pool area. Residents are responsible to make sure that the areas they use are kept clean.

Floation Devices and Toys: Floation devices such as kick boards, rafts, tubes, snorkels, etc., are not allowed in the pool except for therapy training and if space allows. Training devices for children are acceptable (such as arm swimmies and back bubbles). Toys of any kind cannot be brought to or used in the pool or pool area.

Pool Furniture: Pool furniture is available on a first come, first served basis and may not be reserved by placing towels on chairs, lounges or tables or by any other method of reserving. Pool furniture must be placed in such a manner as to ensure a clear passage around the pool. Residents and their guests are requested to return the pool furniture to its original setting after their use. Clubhouse furniture may not be brought for use in the pool or any other area. Residents/guests must place a towel on the chairs and/or lounges before use for health reasons and furniture protection.

Littering: Littering is prohibited at The Community Center, pool or on Association property. Anyone seen littering should be reported to management. The cost for any additional maintenance of the grounds may be billed to the responsible resident.

Rules & Regulations Enforcement and Fines: Enforcement of the Association's Rules and Regulations, to the extent permitted by law, includes the ability to impose and collect fines and other forms and methods of abating violations shall be as determined by the Board.