

Covington Recreation Association
Community Center Usage Agreement Application

Date of Application: _____

Homeowner/Member Name (please print): _____

Address: _____

Home Phone: _____ Work: _____

E-mail: _____ Cell: _____

I/we hereby request permission to use the Covington Community Center facilities (inclusive of the main floor of facility, not including office), excluding the downstairs area, the Pool and outdoor areas (grill and picnic table area) of the Covington Community Center, located at 3750 Elder Oaks Blvd. Bowie, MD 20716 (herein "Community Center") on the date of _____, 200____, from the hours of _____ a.m./p.m. to _____ a.m./p.m. for the purpose of _____.

Please include the time needed for the complete set-up and break-down of your event within your requested usage hours. You will only be given access to the center for your event during these requested usage hours. No exceptions will be made.

Approximately _____ people will be attending.

In consideration of the permission granted by the Covington Recreation Association [herein "Association"] for the use of the Covington Recreation Association Community Center, and other good and valuable consideration, I/we hereby agree to comply with the following conditions, rules, and regulations governing the use of the facility.

1. Security Deposit and Usage Fees:

- a. **One Day Usage:** It is understood and agreed that a security deposit in the amount of \$300.00 and a usage fee in the amount of \$350.00 must be submitted upon application for use of the Covington Community Center (inclusive of the main floor of the facility only, not including office) excluding the downstairs area, Pool and outdoor areas (grill and picnic table area). One day usage time may not exceed six (6) hours [herein "Day"].

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- b. **Multiple Day Usage:** It is understood and agreed that one security deposit in the amount of \$300.00 is required for the multi-day usage agreement. A usage fee in the amount \$350.00 is required per each day and must be submitted upon application. There will be an interim inspection performed after each day's event. The Association and/or the Center Director has the right to refuse the next day's event, should there be any damages noted.

- c. **Meeting Room Only Usage:** It is understood and agreed that a usage fee in the amount of \$25 per hour must be submitted upon application.

This Community Center Usage Agreement Application must be received a minimum of 30 days prior to the scheduled event. The usage fee is not refundable. SECURITY DEPOSIT AND USAGE FEE MUST BE PAID BY MONEY ORDER OR CERTIFIED CHECK ONLY and made payable to the Covington Recreation Association, Inc.

Homeowner [herein Member] further agrees that his/her security deposit shall be forfeited to the extent of any damages to the facility and/or its surrounding premises. In the event the amount of damages shall exceed the amount of the security deposit, the Member agrees to be personally liable for the full extent of the damages. If the police are summoned, and/or someone is arrested because of disruptive or improper behavior or criminal activities that result from the use of the Community Center, the Association reserves the right to refuse any future requests for use of the Center from the Member/Resident. In addition, the Member agrees that the security deposit [\$300.00] may be forfeited in its entirety if the Member/Resident is in violation of this agreement (e.g., damages to facility, Member/Resident not present in the facility for the entire duration of the event as stipulated in this agreement).

Furthermore, each additional hour or any portion thereof that the Member is in violation of this agreement by not having vacated the premises by the agreed upon usage period will be immediately assessed a fee at the rate of \$50 per hour (or any portion thereof). This additional charge shall be billed in one hour increments only and imposed at the start of each additional hour that the Member is in violation of the agreed to usage period as stipulated in this document. If no additional charges are incurred, the entire security deposit or a portion thereof will be returned within thirty [30] business days following a satisfactory post-event inspection by the Association Center Staff and/or its representative and the Member.

The Covington Recreation Association Board of Directors reserves the right to refuse applications for usage of the Community Center facilities in its discretion if it determines that such refusal would be in the best interests of the Association and/or its facilities.

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2. Terms of Use:

- a. The usage of the Community Center is granted to Members of Covington Recreation Association in good financial standing for private usage only and their guests and/or invitees for private usage only upon the date and hours specified herein.
- b. Only Members and/or Residents (renters) may apply for usage of the Community Center. Furthermore, the Member/Resident must be in attendance at all times at the scheduled event.
- c. Events may not be scheduled prior to 12:00 noon on any day,
- d. The Member/Resident must be in attendance at all times at the scheduled event. The Member may not make use of the facility for the scheduled event prior to the scheduled time and on the stated date as stipulated in this agreement.
- e. The Member shall be responsible for the punctual termination of the activity for which permission to use the facility has been granted at the time specified herein.
- f. The Association reserves the right to have its employees or representatives on site during any function. The supervising employee or representative shall possess the authority to regulate, in his or her sole discretion, the volume control of any speakers and/or sound system, and will terminate the function, if after the first warning, the rules and regulations are not observed by the Member/Resident, or his/her guests, invitees, organization, agents, caterers or contractors.
- g. The Association will not be responsible for the security of any items brought by the Member/Resident or his/her guests, invitees, organization, agents, caterers, or any contractors at the Community Center before, during or after the scheduled event.

3. Security Personnel: *The Member/Resident agrees to the following safety measures:

- a. The Member/Resident must provide for *law enforcement security personnel satisfactory to the Association for all events ending later than 7:00 pm. No exceptions.

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- b. The Member/Resident must provide the Association with confirmation of the security personnel to be provided. This information must be provided to the Association at least seven (7) days prior to the scheduled event. If satisfactory confirmation of security personnel attendance is not provided to the Association in advance of the scheduled event, the event will be cancelled. The event will also be cancelled or delayed, at the Association's discretion, if the security personnel are not in attendance at the event start time.
- c. A minimum of one Security personnel is required to be in attendance at all events ending later than 7:00 pm. No exceptions.
- d. The fee, for which the Member/ Resident is responsible, is to be paid in cash directly to the Security personnel prior to the beginning of the event. The hourly rate for the Security personnel is determined by the security personnel, per Officer with a four hour minimum. On Community Center holidays, the Security personnel are paid at a holiday rate per hour, determined by the security personnel per Officer with a four hour minimum.

*Law enforcement security personnel satisfactory to the Association are defined as "Uniformed police officer(s) certified by the State of Maryland, i.e., Prince George's County, Maryland State and/or Park Police officers. Officer(s) must be armed, badged, in uniform and cruiser." (Exception: Maryland State Troopers are not required to be in uniform, but must meet all other stated requirements.)

The facility must be vacated and all activities ceased no later than 10:00 p.m. on weekdays (Sunday – Thursday) and 12:30 a.m. on weekends (Friday and Saturday).

4. **Restrictions on Use:** The Member agrees to the following restriction(s) on use of the recreation center.
- a. In no event shall the facility be used for a commercial activity and no admission fee may be charged for admission of guests to use the facility;
 - b. IN THE EVENT A BAND OR DJ PROVIDES ENTERTAINMENT, THE MEMBER AGREES THAT THE MUSIC SHALL NOT BE PLAYED BEYOND 10:00 PM on weekdays (Sun. – Thurs.) and 12:30 AM on weekends (Fri. & Sat.) and that any music provided by the Member will not exceed legal noise abatement limits (per City, County and/or State ordinances) so as not to disturb adjacent residents. Additionally, noise levels within the facility must be maintained in a way that allows for

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normal ingress and egress of the building, but does not disturb the neighboring residents.

- c. In no event shall Members place any signs upon the facility or its other premises;
 - d. All Members and guests will be subject to the Association's Declaration, By-laws and Rules & Regulations and the Member agrees to pay any fines, fees, damages, attorneys fees, or costs that result from violations of the Declaration, By-laws and/or Rules and Regulations by the Member and/or his/her guests;
 - e. Alcoholic beverages may not be sold. Alcoholic beverages may be consumed in moderation but drunkenness is strictly prohibited. The Member agrees not to serve any alcoholic beverages to persons who are under-age or appear to be intoxicated. Member further agrees to provide transportation home for any guest who is or appears to be intoxicated;
 - f. The sale or possession of illegal or controlled substances, including but no limited to narcotics or other drugs, is strictly prohibited;
 - g. If any drug use, or drunken, disorderly, or illegal conduct occurs Member agrees to notify law enforcement personnel immediately;
 - h. Member/Resident will retain and provide security personnel for any event lasting past 7:00 pm. The event/function will not start until the Security personnel have arrived and are paid in full (Refer to Item #3). If the Security personnel are not on site at the scheduled start time of the event, the event will be delayed and/or cancelled at the Association's discretion and usage fee or a portion thereof may be forfeited. Security deposit will be refunded in full within thirty [30] business days of the scheduled event.
- 5. Number of Guests:** The Member understands and agrees that permission to use the facility is limited to a maximum of 75 persons. If it shall come to the attention of the Covington Recreation Association that a number of persons in excess of 75 persons shall be present in the community center, Member/Resident agrees, upon request from the Association employees or representatives (including any security personnel employed by the Association or Member/Resident, or local fire and police departments) to immediately terminate the activity/event for which they have been granted to use the facility.
- 6. Indemnity:** It is understood and agreed by the Member that s/he shall be solely responsible for their conduct and that of ANY AND ALL other persons that may be present at the facility during the Member's use of the clubhouse. The Member will assume responsibility and will indemnify and hold harmless the Covington

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Recreation Association, its employees, agents and successors and assigns for ANY AND ALL damages, claims or liabilities whatsoever that may occur at any time as a result of the use of the Community Center, including any personal injuries, property damage, and civil or criminal liability. Member understands and agrees that s/he shall be personally liable for any personal injuries, damages, costs, fines, damages to property (real or personal), costs of clean up, or damages that relate to Member's use of the Community Center. Moreover, Member agrees that upon default in payment of any of the above that the

Association may file suit against Member/Resident in any court having jurisdiction of the matter and Member agrees to pay all costs associated with any such suit including but not limited to attorneys fees. See included Indemnification Agreement to be signed by unit owner.

7. **Damage to Facility:** The Member understands and agrees that s/he shall personally be responsible for the payment of any damage to the clubhouse in excess of the security deposit posted in accordance with paragraph 1 above.
8. **Disorderly Activities:** The Member agrees to promptly terminate the activity and to vacate the Community Center upon request by Covington Recreation Association or its agents or by any civil authority in the event of any disruptive or disorderly conduct on the part of the Member or his/her guests. Security deposit is automatically forfeited if any of this should occur.
9. **Cleaning of Facility:** The Member will be responsible for cleaning the Community Center and restoring it to its original condition at the time of the usage. Also, if any outside grounds are used, they must be cleaned up and brought to their original pre-use condition. Member/Resident shall bag all trash and place it in the dumpster located behind the Community Center.
10. **Opening and Closing of Community Center** The Association staff and/or its representatives shall be responsible for opening the Community Center prior to the scheduled event and closing and securing the Community Center following the event. Accordingly, the Member/Resident must be punctual in both the start and ending of the scheduled event.
11. **Fireplace:** At no time is the fireplace to be used. It is for decorative purposes only. Use of fireplace will forfeit security deposit and may be cause for legal action.
12. **Quiet Enjoyment:** The Member shall take the appropriate measures to prevent noise disturbances (i.e., no loud music, etc.). No Member/Resident or his/her guests, invitees, organization, agents, caterers or contractors shall make or permit any disturbing noises or permit anything by such persons that will interfere with the rights, comforts, or convenience of other homeowners, tenants and/or guests of Covington Recreation Association Members.

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Additionally, noise levels within the facility must be maintained in a way that allows for normal ingress and egress of the building, but does not disturb the neighboring residents.

13. **Application Submission:** This application, indemnification agreement, and applicable fees must be received by the Association Center staff and/or its representatives for consideration a minimum of 30 days in advance of the requested usage date.
14. **Cancellation Clause:** If the Member cancels the scheduled function, it must be done so a minimum of 48 hours prior to the function in order to have all fees refunded. Otherwise, the usage fee will be forfeited and the security deposit refunded.
15. **Miscellaneous:** The Association staff and/or its representatives are not responsible for the setting-up and/or breaking down of private rental equipment. Equipment may not be stored in the Community Center.

If the Member/Resident is found to be in non-compliance with any provisions of the usage agreement during the scheduled event, the Association may immediately terminate said event without reimbursement. If the Member/Resident is found to be in non-conformance with any provisions within the usage agreement prior to the date of the scheduled event, the Association reserves the right to disallow or cancel said event without reimbursement if the non-conformance has not been corrected one (1) day prior to the scheduled event.

The Association reserves the right at all times to cancel this Agreement. If the Agreement is canceled by the Association prior to the actual use of the facility by the Member/Resident, the Association agrees to refund the security deposit and usage fees. Said fees will not be refunded if it becomes necessary to cancel this Agreement by closing the facility due to detrimental actions by the Member/Resident while using the facility.

Members/Residents are required to abide by all applicable Federal, State, County Public, and/or Bowie City laws and ordinances arising from the use of these facilities. The Association **shall not** be liable for loss or reimbursement due to cancellation or termination of a scheduled event due to force majeure, act of God or inclement weather.

SECURITY PERSONNEL REQUIRED: YES NO Time:_____

Member/Resident acknowledges that he/she/they received a copy of the rules and regulations governing use of the Facility, which are incorporated into this Agreement by reference.

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I/We have received, read, understood and agreed to the terms and conditions of this Usage Agreement.

SIGNATURE(S): _____

Dated Signed: _____

Application to be sent to: Center Director, Covington Recreation Association,
3750 Elder Oaks Boulevard, Bowie, MD 20716.

Application received by: _____ Date: _____

Application Approved by: _____ Date: _____
Association Staff or Representative

For office use only:

	Amount Due	Amount Paid	Date
Security Deposit*	\$300.00		
Usage Fee	\$350.00		
Meeting Room**	\$25.00		
Total Paid			

*Security Deposit is refundable.

**No Security Deposit required for use of the Meeting Room. Use of the Meeting Room is on a per hour basis (i.e., \$25.00 each hour or any portion thereof)

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Post Event Building Inspection by: _____ Date: _____

Amount of additional Fees Charged (if applicable): \$ _____

Amount to be returned: \$ _____ Date: _____

APPROVED BY: _____ Date: _____
Association Staff/Representative

ATTESTED BY: _____ Date: _____
Member/Resident

Covington Recreation Association Community Center
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Bowie, MD 20716.
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