

# QUINCE ORCHARD PARK COMMUNITY ASSOCIATION Clubhouse Rules

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# QUINCE ORCHARD PARK COMMUNITY ASSOCIATION

## Clubhouse Rules and Rental Agreement

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Quince Orchard Park Community Association  
Clubhouse  
515 Highland Ridge Avenue  
Gaithersburg, MD 20878

### Section 1 | General Overview

The Quince Orchard Park Clubhouse is one of the major amenities available to the members of the Quince Orchard Park Community Association, Inc. ("Association") and their guests. The facility is overseen by the Board of Directors and maintained by the management company, The Management Group Associates (TMGA).

It is the intent of the Board of Directors to make the amenities of Quince Orchard Park available to all residents in good standing. The Board has adopted rules, maintenance plans, reservation offerings and emergency orders for the safety of all residents. This detailed document is intended to be your source for answers and will be updated regularly. With your help, the community facilities will continue to be a valued asset for all.

Quince Orchard Park strives to uphold a safe, clean and enjoyable environment. As such, proper, respectful conduct on the premises is expected at all times. **Any violation of these rules and regulations may result in the suspension or forfeiture of access privileges and may be subject to additional measures as determined by the Board of Directors.**

These rules apply to the entire clubhouse, including the Social Hall, fitness room and pool areas and the surrounding grounds. Separate rules for the use of the fitness room and pool have been adopted to supplement this document.

#### A. Emergency Instructions

1. In the event of a fire, everyone in the building should exit immediately to the parking lot.
2. In the event of adverse weather with a take shelter provision, close all interior doors and stay away from all windows.
3. Contact 911 for emergencies.
4. If gas can be smelled in the facility, exit the building then call 911 immediately.
5. Police non-emergency: 301-279-8000
6. Contact TMGA at 301-948-6666 for facility issues.

#### B. Clubhouse Specifications

1. Maximum Occupancy: 140 / Recommended Occupancy: 80
2. Maximum Occupancy with Tables and Chairs: 80 / Recommended Occupancy: 40
3. Maximum Occupancy in Fitness Room 25
4. 65" High-Definition Television (Please advise if you plan to use it so remotes can be placed out)
5. Wi-Fi
6. Sink, Microwave, Refrigerator
7. 1 restroom with sink, toilet and child changing station
8. 10 folding tables are available on site. 10ea. 8 ft rectangle tables
9. 40 stacking chairs are available on site.
10. 2 ea. 65-gallon trash receptacles

11. 20+ parking spaces, pending residents use of the fitness center and pool. Parking will not be restricted for rental of the social hall.
12. Overflow parking is available on
  - a. Mill Green Avenue | Summer Walk Drive | Winter Walk Drive | Fountain Green Lane | Orchard Ridge

## Known Issues as of January 3, 2024

- Fire Code forbids use of the oven at this time. Oven is not operable

## Section 2 | Clubhouse Rules

### A. Hours of Operation

1. **Pool** – Determined on an annual basis
2. **Social Hall** – 9 a.m. to 9 p.m. daily
3. Rental Hours Available for Social Hall
  - a. 9 a.m. to 11 p.m. Sunday to Thursday
  - b. 9 a.m. to 12 a.m. Friday to Saturday
  - c. National holidays are excluded from rental
  - d. Rental may be restricted or cancelled prior to an event based on facility conditions
  - e. There is a time limit of eight (8) hours per Event, the rental time includes any time necessary for deliveries, set-up, clean-up and removal.
4. **Fitness Room** – Open Daily, Closed from 2 a.m. to 4 a.m. for cleaning
5. **Individuals in the clubhouse outside of the hours of operation will be considered in violation of these rules and may be prosecuted for trespassing** unless authorized in advance by the Board of Directors or management agent.
6. Loitering on the clubhouse grounds is prohibited between sunset and sunrise.

### B. Reserving the Social Hall

1. Only a Quince Orchard Park Lot owner (“Event Host”) may reserve the Social Hall for exclusive use for a private event (“Event”), subject to these rules and subject to the requirements of the Clubhouse Use Agreement.
2. Clubhouse availability for scheduling Events may be viewed online at [www.quinceorchardpark.com](http://www.quinceorchardpark.com). All requests for exclusive use or rental of the Social Hall must be made through the community portal at [www.quinceorchardpark.com](http://www.quinceorchardpark.com).
3. Reservations are not guaranteed until payment in full is made for the reservation and the signed Clubhouse Use Agreement has been received.
4. For official use, such as HOA Board Meetings, Official Committee Meetings of the Board, Meetings with vendors or contractors, no fee will be charged but the attendees must restore the location to the original level of cleanliness after each meeting.
5. Occasionally, the Board of Directors, in its sole discretion, may approve complimentary use of the clubhouse by an Event Host who invites the entire community to a Board of Directors approved Event if it is not a commercial/business Event.

### C. Social Hall Use for All Events

1. The Event Host who has rented the Social Hall for an Event has the exclusive right to use the Social Hall and all adjacent rooms, but does not have an exclusive right for use of the fitness center. All individuals who are not guests of the Event Host are prohibited from using Social Hall during the approved rental period.

2. The Event Host shall be present at the Clubhouse for the duration of the Event. Use of the clubhouse is reserved exclusively for authorized homeowners and residents and their guests, subject to all applicable rules, regulations and exclusions.
3. No equipment or supplies may remain in the Clubhouse overnight.
4. Access to the facility is limited to authorized residents and their guests, subject to these rules.
5. Each Event Host must sign a Clubhouse Use Agreement and pay a damage deposit, along with a use fee before the reservation can be confirmed.
6. The Clubhouse is not to be used for illegal activities. Any misrepresentation of the nature of the Event or the number of attendees, and any undesirable conduct or improper use will constitute a violation of these rules and will result in a complete forfeiture of the deposit.
7. Use of the Clubhouse will at all times be subject to the applicable provisions of the Association's By-Laws and the Declaration of Covenants, Conditions and Restrictions of Quince Orchard Park Community Association, Inc., as well as all applicable Association rules.

#### D. Social Hall Use for Public or Paid Events

1. While the Social Hall is primarily intended for use by residents and their guests, including private Events where guests are personally and individually invited by the Event Hosts, the Social Hall also may be reserved for Events that are open to members of the public, or for which attendees will be required to pay, subject to these rules.
2. If an Event Host intends to publicly advertise an Event and plans to allow any member of the public to attend the Event ("Public Event"), or if an Event Host intends that persons attending the Event must pay a fee for attendance, or pay for refreshments or other items at the Event ("Paid Event"), those facts must be clearly disclosed on the Event Host's reservation request and Clubhouse Use Agreement.
3. Each person who attends any such Event will be deemed to be a "guest" of the Event Host, even if not personally known to the Event Host, and will be subject to these rules and to all applicable laws and regulations. The Event Host will be responsible for ensuring compliance by any such guest.
4. Any Event Host who wishes to use the Social Hall for a Public Event or a Paid Event must first obtain a special insurance policy, commonly known as an "Event Policy," providing not less than \$1,000,000 in General Liability coverage and naming the Association and its agents and employees as "additional insured" parties under the Event Policy. A reservation of the Social Hall for a Public Event or Paid Event will not be confirmed or guaranteed until the Association has received a Certificate of Insurance verifying that this required coverage has been obtained. The reservation for the Event will be canceled, and the Social Hall will not be made available for the Event unless the Certificate of Insurance is received at least 7 days before the proposed date of the Public Event or Paid Event.
5. The Event Host will be responsible for ensuring that the Public Event or Paid Event is in full compliance with all applicable laws and regulations, including without limitation any and all licensing or permitting requirements and any and all safety and health codes and regulations. The Event Host agrees to indemnify and hold harmless the Association and its members, directors, officers, employees and agents from and against any and all injuries, damages, claims, penalties, infractions, citations, proceedings, actions or causes of action, including all costs and attorney's fees, arising in connection with any failure to comply with any applicable laws or regulations.

#### E. Guest Policy

1. **Pool** - Guests may be admitted to the pool as described in the Pool Rules.
2. **Social Hall** - Guests are permitted during an approved rental period only.

3. **Fitness Center** - Use of the fitness center is restricted to Residents. Residents are not to use their entry privileges to allow access to others. **GUESTS ARE NOT PERMITTED IN THE FITNESS CENTER AT ANY TIME. See the Fitness Center Rules for further details.**

## F. Parking

1. Do not park in or in front of driveways.
2. Do not double park

## G. Age Restriction

1. Persons under the age of 18 are prohibited from using the facility without a parent or legal guardian in attendance at all times, except as described in the Pool Rules & Fitness Center Rules.

## H. Dress Code

1. Proper fitness attire must be worn at all times. No inappropriate or vulgar words or graphics may be displayed on clothing.
2. Shoes and shirt are required at all times.

## I. Conduct

1. Disrespectful conduct towards members, guests, employees or vendors, including but not limited to vulgar, profane, indecent, offensive, violent, hostile, aggressive, threatening, harassing or other inappropriate conduct or language, is strictly prohibited.
2. Bicycles, tricycles, scooters, balls and similar items are not permitted for use in the building.
3. Clubhouse users are expected to treat the facility with care and as they would expect a guest to do in their own homes. This includes but is not limited to:
  - a. Keep shoes off the furniture.
  - b. If furniture must be moved, do so with care and return it to its original location before you leave.
  - c. Any items borrowed from the bookshelf must be returned to their place before leaving the building.
  - d. Doors must not be propped open.
  - e. Clean up after yourself when using the restroom.
4. All clubhouse users are required to maintain a hygienic environment. Examples of unhygienic behavior include, but are not limited to, using the restrooms to sponge bathe, using the furniture or equipment shirtless, napping on the furniture, leaving sweaty clothing on the furniture or equipment and leaving food or food wrappers.
5. Decorations must be fastened in a manner that will not result in damage to the Clubhouse (damage includes, but is not limited to, peeled off paint and holes in the walls). Nails, screws and thumbtacks are not permitted. Writing, marking, drawing or graffiti on walls, floors, equipment, windows, appliances, roadways, sidewalks or other locations are not permitted.

## J. Personal Property/Liability

1. Quince Orchard Park Community Association is not responsible for any personal items that are lost or stolen. Clubhouse users are responsible for ensuring that their personal items are stored out of the way so as not to become a trip hazard or impediment to other residents using the clubhouse. All persons using the Clubhouse do so at their own risk. Quince Orchard Park Community Association is not responsible for any injury or damage that may occur in connection with use of the Clubhouse.

## K. Personal Electronics | Cell Phones | Television Usage

1. Personal electronic devices and cell phones, used with headsets or earbuds and set at a moderate volume so as not to disturb others, may be used while in the facility.
2. Personal electronics used without headphones are not permitted.
3. The television is available for use by all residents over 18 and must be turned off when not in use.
4. At no time shall the following be presented on any device inside the facility:
  - a. Adult content
  - b. Graphic content
  - c. Obscene content
  - d. Violent content

## L. Fire Safety / Use of Open Flame

1. Electric warming plates are the only food warming method approved for use within the clubhouse.
2. The following are prohibited at all times within the Social Hall, Fitness Center and parking lot, including the duration of rental:
  - a. Fireplace use without prior authorization
  - b. Candles
  - c. Canisters of fuel of any kind
  - d. Burners
  - e. Liquid or gas burners
  - f. Open flames, this includes:
    - i. Oil/Propane Burners
    - ii. Gas/Charcoal Camp Stoves

## M. Food and Beverage

1. Food may be served in the Social Hall
2. Beverages may be served in the Social Hall
3. Only electric warming plates may be used to warm food
4. Food is not permitted in the fitness center
5. Water is the only beverage permitted in the fitness center and must be in a leakproof, non-breakable container.
6. Spills must be cleaned up immediately and reported for repair if needed.

## N Trash and Litter

1. Each user is responsible for ensuring the cleanliness and safety of the facility and all its equipment. Wipes, food, trash and other debris must be disposed of in the available trash cans. During an Event, the host is responsible for ensuring cleanliness and proper disposal of trash.

## O. Smoking | Vaping | Tobacco

1. The following are not permitted in this facility or on the grounds of the facility:
  - a. Smoking
  - b. Vaping
  - c. Tobacco Products
2. If unauthorized smoking occurs during an Event, the host will be required to pay a cleaning fee.

## P. Alcohol | Drugs | Illegal Substances | Illegal Activities

1. Except as expressly permitted in writing by the Association, during an authorized rental of the Social Hall, alcoholic beverages may not be sold or consumed on the premises. When alcoholic beverages are served or consumed during an Event, the owner who reserved the Social Hall is responsible for ensuring that all applicable laws and regulations are complied with.
2. Illegal drugs or other illegal substances are prohibited for use, sale or possession on the premises.
3. All illegal activities are prohibited on community common areas, including the clubhouse.

## Q. Pets | Service Animals

1. Pets are prohibited. However, service animals for disabled persons will be allowed. Under the Americans with Disabilities Act, a service animal is defined as a dog that has been individually trained to do work or perform tasks for an individual with a disability. The tasks performed by the dog must be directly related to the individual's disability.
2. All service animals must be appropriately licensed, in accordance with the law
3. Residents/owners must clean up any waste left behind by their assistance animal or pet.

## R. Process for Violations

1. Violation of the Association Rules may result in

- a. A notice of violation to the resident
  - i. Notice will be provided as to the violation and any further actions needed.
- b. Revocation of access to facilities from 30 to 90 days
- c. Fines/Damage Recovery costs charged to the homeowner
  - i. Damage to facilities will be billed to the offending residents account at cost
  - ii. Fines may be levied This amount will be determined by the Board of Directors and may be held from the deposit.
- d. Hearing with the Board of Directors
  - i. A resident may request a hearing with the Board of Directors.
- e. Legal action
  - i. The Association may take legal action in appropriate cases.

## Section 3 | Rental Procedure

### A. Reservation Period Hours and Access

1. To rent the Social Hall, please check your date on the website calendar and then review and complete the attached application.
2. Quince Orchard Park residents may reserve the Social Hall, including the kitchen and restroom facilities on the upper level of the Center for private Events. A signed Clubhouse Use Agreement, and payment, must be received before a reservation can be confirmed. The Fitness Center, Gym and Pool facilities are not included in this agreement.
3. The Social Hall is available for Events at the following times:
  - a. 9 a.m. to 11 p.m. Sunday to Thursday
  - b. 9 a.m. to 12 a.m. Friday to Saturday
  - c. National Holidays are excluded from rental
  - d. Rental may be restricted or cancelled prior to an Event based on facility conditions
4. There is a time limit of eight (8) hours per Event, the rental time includes any time necessary for deliveries, set-up, clean-up and removal. **If you are not a lot owner in Quince Orchard Park, the signature of the lot owner and verification via email are required.**

### B. Fee | Deposit | Cancellations

1. Payment of the Rental Fee and the Deposit is required to reserve a date for use for the Center, along with a signed copy of the Clubhouse Use Agreement. The Deposit will be refunded, less any charges for damage or clean-up, after inspection of the Center after the Event. If the cost of clean-up or damage exceeds the Deposit, the Association must be reimbursed within ten (10) days after the date of written notice from Management to the Licensee as outlined further below.
2. Cancellations must be made in writing at least seven (7) days in advance of the date of the reservation in order to be eligible for a full refund of the Rental Fee.
3. If the Licensee does not use the Center on the scheduled date for any reason and does not give notice of cancellation at least thirty (30) days in advance of the Event, the Rental Fee shall be forfeited.
4. In the event of a cancellation less than thirty (30) days before a scheduled Event due to extenuating circumstances (i.e., family health issues, life/death issues, etc.), the entire amount of the Rental Fee shall be returned.

A Licensee needing to change their reservation date is allowed a one-time transfer of their non-refundable Rental Fee from their original reservation to a new reservation date scheduled within six months of the original reservation date.

***The Licensee must schedule the new reservation within (thirty) 30 days of the date of the cancelled Event. If***

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the non-refundable Rental Fee has already been transferred to a new reservation, or a new reservation date is not available within six months of the original reservation, the date change becomes a cancellation and all cancellation policies apply.

In the event of an Act of God completely interrupting utility service to the Center during an Event, there shall be no refund of the Rental Fee or any part thereof.

**In order to process the return of the deposit, the owner who reserved the Social Hall must sign and return the enclosed checklist to Management's offices with the signed Clubhouse Use Agreement. This will confirm that the owner is aware of what items require attention prior, during and following your Event so that your deposit can be returned.**

## QUINCE ORCHARD PARK COMMUNITY ASSOCIATION, INC. COMMUNITY CENTER

### PRE-RENTAL Checklist for Renter

Pre-Rental Item	Comments	Initial to acknowledge Condition
Trash cans empty and bagged		
Recycling containers empty and bagged		
Floors, countertops and appliances wiped down and clean		
All kitchen appliances in operational condition		
Floors swept and all stains or spills mopped up		
Chairs neatly stacked on their racks. All chairs and folding tables stored in the storage closets		
Bathrooms clean and all plumbing in operational condition		
Grounds surrounding Center free of litter		
Furniture arranged per the attached picture and wall art mounted securely and neatly		
Front doors securely locked		
All community fixtures, including furniture, in working order and good repair		
Request for Temperature adjustment (70/68)		

## QUINCE ORCHARD PARK COMMUNITY ASSOCIATION, INC. COMMUNITY CENTER

### Post-Rental Checklist

Post-Rental Item	Fine/Cost	Comments	Initial to acknowledge Condition
Trash bagged and placed in toters.	\$50		
Recycling containers empty and debris placed in recycle bins. Recycling and non-recyclable trash is not combined in the recycling containers	\$50		
Floors, countertops and appliances wiped down and clean.	\$50		
All kitchen appliances in operational condition (Actual cost of repair)	Cost TBD		
Floors swept and stains and spills mopped up. Broom and bin provided in kitchen	\$100		
Chairs neatly stacked on their carts in the storage closets. Please make sure that the folding tables are also put in the storage closets. All chairs and folding tables must be wiped down to remove food and/or stains.	\$100		
All community center fixtures, including furniture, are in working order and in the same condition as at the beginning of the Event. Please refer to the attached picture. (charged actual cost of repair or replacement)	Cost TBD		
All decorations (including tape or fasteners used to hang decorations) have been removed	\$50		
Bathrooms clean and all plumbing in operational condition (\$50 if not cleaned, actual cost of plumbing repairs assessed if inoperable)	\$50		

Grounds surrounding Center free of litter	\$50		
Furniture and wall art in their original positions and condition.	\$100		
Fire safety protocols violation.	\$200		
Complied with rental agreement time frame	Per Hour		
Facility Damage repair	Cost TBD		
Sanitization of Furniture required.	Cost TBD		
Restore layout (furniture not placed back)	\$120		

Photos of the Quince Orchard Park Clubhouse

Photo from front door



Photo from back door



Photo from side of room





**ADDITIONAL INFORMATION ABOUT EVENT:**

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**THE EVENT HOST'S RESERVED USE OF THE SOCIAL HALL SHALL BE SUBJECT TO THE FOLLOWING:**

**I. HOURS/ACCESS:**

The Social Hall may be reserved for Events to be held between 9:00 am and 11:00 pm Sunday through Thursday, and between 9:00 am and 12:00 midnight on Friday and Saturday. There is a time limit of eight (8) hours per Event, including any time necessary for deliveries, set-up, clean-up and removal. No items may be left overnight at the Social Hall or elsewhere in or around the Clubhouse. The Social Hall is not available to be reserved for Events on holidays.

**II. FEE/DEPOSIT/CANCELLATION:**

- A. Payment of the Rental Fee and the Deposit is required to reserve a date for use for the Social Hall, along with a signed copy of this Agreement. The Deposit will be refunded, less any charges for damage or clean-up, after inspection of the Social Hall after the Event. If the cost of clean-up or damage exceeds the Deposit, the Association must be reimbursed within 15 days after the date of written notice from Management to the Event Host.
- B. If the Event Host does not use the Social Hall on the scheduled date for any reason, the Rental Fee shall be forfeited, and the Deposit shall be returned to the Event Host.
- C. In the event of an Act of God completely interrupting utility service to the Clubhouse during an Event, there shall be no refund of the Rental Fee or any part thereof.
- D. If the Event will be open to the public, or if there will be an admission fee or other charges to be paid by attendees for or at the Event, the Event Host must provide a Certificate of Insurance to the Association, documenting that the Event Host has obtained an Event Policy with General Liability coverage of not less than \$1,000,000, and that the Association, and its agents and

employees are named as Additional Insured parties under the Event Policy. The reservation for the Event will not be confirmed or guaranteed until the Certificate of Insurance has been received by the Association. The reservation for the Event will be canceled, and the Social Hall will not be made available for the Event unless the Certificate of Insurance is received at least 7 days before the proposed date of the Event.

### **III. DAMAGE/INDEMNIFICATION**

The Event Host is responsible for all persons attending the Event. The Event Host shall be responsible for the cost of repairing any damage arising from the acts or omissions of the Event Host or of any person in attendance at the Event. In consideration of the Association's permission to hold an Event in the Social Hall, the Event Host agrees to indemnify and hold harmless the Association and its members, directors, officers, employees and agents from and against any and all injuries, damages, claims, penalties, infractions, citations, proceedings, actions or causes of action, including all costs and attorney's fees, arising in connection with the acts or omissions of the Event Host or any Event guest, or arising in connection with the Event or in connection with the presence of any Event guest in or around the Clubhouse, on Association property or elsewhere in the Quince Orchard Park community.

### **IV. ALCOHOLIC BEVERAGES**

The Event Host must comply with all applicable laws and regulations, including without limitation all laws and regulations relating to alcoholic beverages.

### **V. RULES**

**The Event Host and all persons attending the Event are subject to the Clubhouse Rules. By signing this Agreement, the Event Host acknowledges receipt of the copy of the Clubhouse Rules attached as Exhibit A to this Agreement.**

### **VI. MISCELLANEOUS**

- A.** This Agreement is a revocable license, and shall not be construed as a lease. This Agreement does not convey any interest in real property and shall not be subject to any landlord/tenant laws or regulations.
- B.** In the event of any breach of this Agreement, the Association shall have the right to terminate the Event and require the Clubhouse to be vacated immediately. The Association also shall have the right to terminate this Agreement and retain all amounts paid by the Event Host, and may exercise any other rights and remedies available at law or in equity.

- C. The Event Host shall not assign this Agreement without the prior written consent of Association. Any purported assignment without such consent shall be void.

**IN WITNESS WHEREOF**, the parties have signed this Agreement as of the date first set forth above.

\_\_\_\_\_  
**Event Host**

**Quince Orchard Park Community Association, Inc.**

By: \_\_\_\_\_

**EXHIBIT A**

**QUINCE ORCHARD PARK COMMUNITY ASSOCIATION**

**CLUBHOUSE RULES**

**[COPY ATTACHED]**