

NORBECK GROVE COMMUNITY ASSOCIATION  
RULES AND REGULATIONS FOR  
USE OF THE CLUBHOUSE

1. Use of the Clubhouse is restricted to groups of 125 people or less as required by Montgomery County Fire Code.
2. The Clubhouse may only be used by a Norbeck Grove Community Association member, hereafter referred to as “user”, for a private function. Homeowners current in all fees and assessments due to the Association, and authorized users of said homeowners, shall be charged a user fee as determined by the Board of Directors. The Clubhouse may be rented only by an individual who is actually using it for the particular function. Neither a Norbeck Grove homeowner nor renter may “sponsor” a non-resident who will be the actual user.
3. The Clubhouse Committee (hereafter “Committee”) of the Norbeck Grove Community Association or the management agent shall exercise the right of authorization or denial of the use of the Clubhouse. The Committee further reserves the right to impose conditions and restrictions on a particular user agreement, in addition to those specifically enumerated in these Rules and Regulations, if the committee believes that such conditions and restrictions are reasonably necessary to protect the property interest of the Association and to ensure that the use of the Clubhouse will not disturb the peace and harmony of the community. Any denial of a user application or the imposition of a condition or restriction not enumerated in these Rules by the Committee may be appealed by the applicant to the Board of Directors within ten (10) days of the denial or imposition of the conditions or restrictions.

The appeal must be made in writing to the management agent. The Board of Directors may affirm, reverse, or modify the decision of the Committee.

4. User applications must be submitted to the management agent at least thirty (30) days prior to the scheduled activity. The Association reserves the right to waive the thirty (30) day requirement.

A refundable security deposit of \$250.00 and the appropriate fee must accompany the user application. Use of the clubhouse will be considered confirmed upon signature of the User Agreement by both parties and receipt by the Association of the user fee and security deposit. Two separate payments must be made for the security deposit and the user fee. All payments must be made by personal check, certified check or money order. No cash will be accepted. The rental agreement and payment must be submitted to the management agent. If the check does not clear the bank due to insufficient funds, the Association may apply the rental fee and NSF charge, currently \$25, to the clubhouse renter's Association account.

## CLUBHOUSE RULES AND REGULATIONS

Page 2

5. The user agrees to be on the premises of the Clubhouse at all times during the period of authorized use. The user will indemnify Norbeck Grove Community Association for all damages, including legal fees and costs, resulting from any injury to person or property which may occur at the Clubhouse premises during the period of use. The user agrees that he/she shall hold the Norbeck Grove Community Association, the Board of Directors, the Committee, and any individual representative, director, employee or agent of the Association harmless as to any such injury or damage.
6.
  - (A) The user will be solely responsible for thorough clean-up after use of the Clubhouse, and agrees to leave the Clubhouse in the same condition he/she found it. All trash must be disposed of in secure trash bags which shall then be placed in the trash toter located at the front of the Clubhouse. The trash bags are to be provided by the user.
  - (B) The user will be fully responsible for the conduct and action of all persons using the Clubhouse during the period of authorized use.
  - (C) No animals are permitted in the Clubhouse.
  - (D) No smoking is permitted in the Clubhouse.
  - (E) No user shall permit persons under the age of eighteen years to use or occupy the Clubhouse without the on-site supervision of a suitable number of persons twenty-one years of age or older.
  - (F) All functions shall be over no later than midnight. The Clubhouse must be vacated with all exterior doors and windows locked no later than 12:30 a.m.
  - (G) State and County Codes must be adhered to with regard to music. Music may be played at a function only with all windows and doors in the Clubhouse completely closed. Music must also be played at a volume low enough so that it cannot be heard by residents of nearby homes. No music may be played on the deck or outside of the Clubhouse at any time. **If a noise disturbance which results in two Police warnings occurs, the users will forfeit the security deposit.**
  - (H) The Committee, TMGA or two Board or Committee members reserve the right to terminate a function in progress for the violation by the user of any term(s) of the signed user agreement. In the event the Committee terminates a function in progress, the user shall not be entitled to a refund of any portion of the user fee (or the security deposit).

## CLUBHOUSE RULES AND REGULATIONS

Page 3

7. State and County Codes must be adhered to with regard to sale of food or beverages. The Clubhouse holds no license for the sale of food or beverages. No alcoholic beverages may be served to or consumed by any persons under the age of twenty-one.
8. Alcoholic beverages are limited to beer and wine only. If a user is intending to serve alcohol, the rental agreement must be accompanied by a Certificate of Insurance from the homeowner's insurance carrier listing Norbeck Grove Community Association as an additional insured on the policy for the date of the event.
9.
  - (A) The security deposit will not be promptly returned to the user when the Committee has confirmed the existence of any violations of the Rules and Regulations, or any damage to the Clubhouse, its furniture, fixtures, or the surrounding area. Repairs to the premises shall be made only by persons authorized by the Committee.
  - (B) Damage and cleaning fees assessed to the user will be based on the actual cost of cleaning and repairs, plus consequential damages.
  - (C) Any refundable portion of the security deposit shall be returned by the Association within thirty (30) days after the use of the Clubhouse. Any appeal by the user of damage determination and/or assessment made by the Committee must be made in writing to the management agent within ten (10) days of notification of such damage determination or assessment. The appeal will be reviewed by the Board of Directors, which may affirm, reverse, or modify the determination of the Committee.
  - (D) An additional assessment will be made if the cost of repairs and/or cleaning exceeds the security deposit, and such assessments will be due and payable upon notice to the user. Failure to pay these fees will result in legal action. Attendant legal fees and costs incurred by the Association will be paid by the user.
10. At no time is the fireplace to be used. It is for decorative purposes only. Use of the fireplace will forfeit deposit.
11. User agrees to provide, at their expense, any required or appropriate State or local permits or licenses.
12. A cancellation fee will be assessed as follows:
  - a. 25% if user cancels up to thirty (30) days prior to the rental date;
  - b. 50% of the fee if the user cancels between fourteen (14) and thirty (30) days of the rental date;

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## CLUBHOUSE RULES AND REGULATIONS

Page 4

- c. 100% of the user fee if the user cancels within fourteen (14) days of the user of the rental date;

The security deposit will be returned in full within thirty (30) days in the event of a cancellation.

- 13. In the event of emergency, the user shall contact the management company directly.
- 14. The management agent is The Management Group Associates, Ruchita Patel, One Bank Street, Suite 250, Gaithersburg, Maryland 20878. Their phone number is (301) 948-6666 or (800) 536-8642. They can also be reached via e-mail at [tmgainc@themgmtgroup.com](mailto:tmgainc@themgmtgroup.com) or via fax at (301) 963-3856.
- 15. The rental fee is \$175. This fee is for use of the Clubhouse up to 5 hours; the fee cannot be prorated in the event that the Clubhouse is used for less than 5 hours. If more time is needed, the fee will be \$35 per hour. These fees are subject to change by the Board of Directors.
- 16. The pool may be rented in addition to the clubhouse for an extra cost. Unless an appropriate addendum to the clubhouse rental agreement is signed, use of the pool is not included in the rental fee. The Renter is responsible for ensuring that no individuals use the pool deck or pool unless authorized to do so.

To rent the pool, the Pool Rental Addendum must be completed and signed by the User and an authorized representative of Norbeck Grove. There will be an additional cost for lifeguards, currently \$30 per hour. The Addendum, additional fee and certificate of insurance listing Norbeck Grove as an additional insured must be submitted to Norbeck Grove along with the clubhouse rental application.

Use of the pool is subject to the availability of lifeguards. In the event that lifeguards are not available, Norbeck Grove may deny the use of the pool.