

RESERVATION PROCEDURES/POLICIES AGREEMENT:

I. Reservation procedures and policies agreement:

To ensure the Department of Recreation achieves its goals of providing clean, safe, and healthy facilities, and a positive reservation/check out experience, we have developed the following information on rules, terms, and conditions for reserving Montgomery County facilities. By signing these Terms and Condition and the Facility Use Application, the responsible person has read and agrees to abide by all conditions.

Proof Residency and Non-Profit Status required for all reservations. Approved documentation listed below:

- State License or Government ID
- Municipal Bill with Name and Address
- Passport or Permanent Resident ID
- 501C documentation for non-profit status

A. **RESERVATIONS:** The responsible person (applicant) must be age 21 or older. The applicant, not a designee, is required to sign the application. One half the total rental fees are due at the time of permit application.

1. *Short Term Reservation Usage - no more than two reserved dates. The balance of the reservation fee and the security deposit will be due thirty days prior to your event. No personal financial gains permitted in any Montgomery County Recreation facility. **No personal financial gains permitted with any reservation transaction in any Montgomery County Recreation facility.***
2. *Long Term Reservation Usage – three-to-six-month reservations. Allowable groups are for any organization or group. **No personal financial gains permitted with any reservation transaction in any Montgomery County Recreation facility.***
3. *Non-Profit organization booking a consistent pattern (ex: same room/time/week/day) must be:*
 - a. *For minimum duration of three months and not to exceed nine months*
 - b. *Paid in full within 30 days of the first meeting date of the month.***No personal financial gains permitted with any reservation transaction in any Montgomery County Recreation facility.**
4. **Make all checks/money orders payable to: Active Montgomery. We also accept Master Card, Discover, American Express, and Visa for all payment.**

B. **APPLICATION APPROVAL:** The Recreation Specialist or Recreation Coordinator initiates the approval process, however Management, the Director of the Recreation Department, and the Montgomery County and Park Police reserve the right to inspect and/or deny any request for good cause. (An explanation will be provided.) In addition, all requests that include Light Alcohol **MUST** be approved at all levels. ***Acceptable light alcohol must consist of beer, wine, or champagne only.***

C. **GENERAL INDEMNIFICATION:** The responsible person agrees that it will pay for all damages to any property of the County resulting directly or indirectly from the conduct of any member, officer, employee, agent, or guest of the organization, or any of its invitees. The responsible party also

agrees that it will hold harmless and indemnify the County from and against any all liability which may be imposed upon it for any injury to persons or property caused by the responsible person or any other person in connection with the responsible person's use of the facility named in this agreement.

- D. **INTELLECTUAL PROPERTY APPROVAL AND INDEMNIFICATION:** The responsible person must obtain all necessary licenses related to its use of music in connection with an event. The license(s) related to the music must cover the County. The responsible person must indemnify and hold the County harmless relative to the responsible person's improper or unauthorized use of music in connection with this agreement. The responsible person must protect, indemnify, and hold harmless the County from and against all liabilities, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions, including attorney's fees and costs of the defense of the County, in any suit (including appeals) based on or arising out of any allegation of infringement, violation, unauthorized use, or conversion of any copyright or proprietary right in connection with the event. Prior to execution of this agreement, the responsible party must obtain, at its own expense, and keep in force and effect during the period covered by this agreement, commercial general liability insurance of \$500,000, including contractual liability, premises and operation, and independent contractors. The County must be named as an additional insured under the insurance policy. Forty-five (45) days written notice to the County of cancellation or material change in the policy is required.
- E. **ADDITIONAL REQUIREMENTS:** The Department of Recreation, Montgomery County Police, and the Park Police may require additional security to be hired at the responsible person's cost for permit approval. The Department of Recreation requires a ratio of 1 to 10 for adult chaperones (age 21 and over) to youth for teen events. A list of the chaperones is required and must be submitted with the security deposit.
- F. **CANCELLATIONS:** Written notice of cancellation must be received at least 30 days before the event to receive the full remainder of the reservation fee. **A notification received less than 30 days before the event shall result in the forfeiture of (1/2) one half the total reservation fees. A full refund will be issued in the event of a facility failure. This policy does not apply to non-profit rental. Non-profits organizations please review procedures above.**
- G. **PAYMENT DUE:** All payments must be paid in full 30 days prior to the event. Failure to provide payment in full by the designate date will result in cancellation of the reservation and forfeiture of all payments. When booking a facility, the responsible party must make a down payment of one-half of the total rental fee at the time of booking. The balance of the rental fee and security deposit is due 30 days before the reservation date. Final payments are payable via Active Montgomery in the form of credit card or cashier's check (no personal checks will be accepted).
- H. **RESCHEDULING/TRANSFER:** Only one (1) rescheduling and/or transfer of a reservation is permitted. A reservation that cannot be rescheduled must be cancelled according to the CANCELLATION policy.
- I. **APPLICABLE LAWS:** This agreement must be construed in accordance with the laws and regulations of Maryland and Montgomery County. The responsible person must obtain any necessary licenses and permits, and comply with all applicable federal, state, and local laws, codes, and regulations. For purposes of litigation involving this agreement exclusive venue and

jurisdiction must be in the Circuit Court for Montgomery County, Maryland or in the District Court of Maryland for Montgomery County.

J. ALCOHOL PERMIT:

1. Alcohol permit requests are subject to approval based on age of applicant, event type, and the type of alcohol.
2. Only beer, wine and champagne are permitted.
3. All alcohol permits must be submitted no later than 14- days prior to the event date. Any request within the 14-day window will not be approved.

II. RULES:

The following rules must be obeyed by the responsible person and all participants and/or spectators of the event specified in the reservation agreement. Failure to adhere to the rules and/or this agreement shall be considered a breach of contract and shall be penalized as prescribed below. In addition, the responsible party is also responsible for any outside contractor or contracted service, and the contractor's equipment, associated with the rental. Montgomery County Recreation audio visual equipment is not usable or rentable. Additional rented tables and chair require prior notification to center. The additionally rented tables and chairs for the event must not exceed established maximum capacity of the space.

A. MAJOR VIOLATION: Any violation of the following rules will be considered a "MAJOR VIOLATION" and shall result in 1) Immediate closure of an event, 2) Forfeiture of all fees and deposits, 3) Disqualification from future reservations, 4) An alert placed on all Recreation accounts, and if necessary 5) Police will be called. In addition, any repeated and/or uncorrected Minor Violation will also be considered a Major Violation. A major violation will also include all associated costs and penalties to be paid by the responsible person such as 1) The costs of staff salary to repair or correct the violation, 2) The cost of parts for repairs/replacement, 3) The cost of any outside contractor services needed to affect repairs, and 4) Any additional and/or corrected reservation fees. An alert notice will be placed on your Recreation account indicating violations of your reservation agreement.

1. Center staff MUST be respected and obeyed.
2. All persons and activities must comply with County, State, and Federal laws. This includes the prohibition of use and/or possession of weapons, hard liquor, lit tobacco products, and any illegal substances on the property.
3. Use and/or possession of Alcohol are prohibited unless a permit has been obtained, per the agreement of light beer, wine, or champagne.
4. Permitted alcohol use can only occur in the reserved designated Area. Hard liquor cannot be on the premises.
5. Use and/or handling of Alcohol by anyone under 21 years old is prohibited.
6. The Montgomery County Board of Licensing must permit any Bingo held in centers; all other gambling is illegal.
7. The following reservations are prohibited: 1) On-going classes, programs, or activities that duplicate or conflict with a Montgomery County sponsored activity, 2) Activities for profit, 3)

Events open for general admission to the public (no publicly advertised events permitted), 4)
Activities that charge/collect admission.

8. The use of open flames (candles), "silly string", heavy abrasive products and fog machines are prohibited.
9. The responsible person must hire or provide, as required, additional adult chaperones/security.
10. The reservation must take place as described on the permit, including the type of activity and the number of guests/participants, and must occur within the approved times.

B. Any of the following shall be considered a "**MINOR VIOLATION**" and shall result in a freezing of the security deposit until all associated costs and penalties are paid by the responsible person including 1) The costs of staff salary to repair or correct the violation, 2) The cost of parts for repairs/replacement, 3) The cost of any outside contractor services needed to affect repairs, and 4) Any additional and/or corrected reservation fees. An alert notice will be placed on your Recreation account indicating violations of your reservation agreement. This information will be considered in permitting your future reservations and may jeopardize approval.

1. Any activities deemed inappropriate and indicated by the Center staff are prohibited.
2. Tampering with thermostats or light fixtures is prohibited.
3. Your event and guests must remain in the rooms requested and approved. Common areas are NOT included for use.
4. The responsible person signing or responsible designee on the permit must attend the event from beginning to end.
5. Chairs and tables, and for the cleaning, recycling and trash removal as indicated in the rental packet.
6. The reservation permit signer must check out with the Center staff to ensure the room is in good condition prior to leaving.

III. NOTIFICATION OF VIOLATIONS:

The staff on duty will notify you (the responsible person) of observed violations. You must correct them immediately. Obtaining a signature on the check-out form from the staff does not waive the right of the Center Director or Montgomery County Recreation to take prescribed disciplinary action for reported or unreported violations. The Director must complete and sign the check-out form after the rental to officially "close-out" each rental. The violations (if observed) and any actions taken or needed will be indicated on the form. A copy of the form will be provided.