



**Harbor Hills Homeowners Association and Yacht Club, Inc.**  
**1 Carson Cove**  
**Davidsonville, MD 21035**

### **Harbor Hills Yacht Club Clubhouse Rental Agreement & Rate Schedule**

Rental Rates are established by the Harbor Hills Board of Directors and are subject to change without notice, at the discretion of the HHHOA Board of Directors, and are not subject to negotiation or waiver. Rental rates are subject to a year-over-year base increase of a minimum of 5%. Renter signing this agreement must be a current HHYC member in good standing and must be present during the entire event at the Clubhouse. An HHYC member may not rent the Clubhouse on behalf of a non-HHHC member. Harbor Hills Community events and meetings may use the Clubhouse at no charge.

### **Rental Process**

1. Sign and date this HHYC Clubhouse Rental Agreement & Rate Schedule document and send to the Social Chair at [HarborHillsEvents@gmail.com](mailto:HarborHillsEvents@gmail.com).
2. Social Chair will then send you an email detailing out the cost of your event. This amount will be reflective of the rental rate based on the below matrix, maintenance fee, security deposit and any other deposits needed for your event (catering surcharge, grill use, set-up day, etc.).
3. Members then pay your event rental payment and security deposit to the HH Treasurer via Zelle, Check or Cash dropped in the 1 Carson Cove mailbox and made out to Harbor Hills HOA & YC.
4. At the conclusion of your event, it will be determined if your Security Deposit of \$350 will be reimbursed based on any damages incurred or if the Clubhouse is left unclean.

### **PRIVATE EVENTS**

Events held at the Harbor Hills Clubhouse are subject to the following rate schedule:

#### **TYPES OF EVENTS AND RATES:**

- *Weekday is defined as Monday-Thursday; Weekend is defined as Friday-Sunday*
- *1/2 Day is defined as having ample time to host 2 events in one day. For example, 10am-4pm or 2pm-8pm.*
- *1 Full Day is defined as not allowing anyone else to rent the Clubhouse either before or after your event in a single day. For example, 10am-8pm, 9am-9pm, or 10am-Midnight.*

#### **Weekday Event (1-4 Hours)**

Private: \$50

Non-Profit: \$10

#### **Weekday Event (1/2 Day)**

Private: \$75

Non-Profit: \$20

**Weekday Event (1 Full Day)**

Private: \$100

Non-Profit: \$50

**Weekend Event (1-4 Hours)**

Private: \$175

Non-Profit: \$125

**Weekend Event (1/2 Day)**

Private: \$200

Non-Profit: \$150

**Weekend Event (1 Full Day)**

Private: \$250

Non-Profit: \$200

- **A mandatory maintenance fee of \$25 will be added to ALL rentals to help cover the costs of weekly general cleaning and routine carpet cleaning.** Even with paying this fee, it is still required and expected that all Members clean up after the conclusion of their event (See Clean Up section below for more details).
- A full-day (or multi-day) large-scale event will require an additional maintenance fee. The Social Chair and Member will work together to discuss the extent of the event and the maintenance fee required.
- If the Clubhouse is needed for set up the day prior to the event, there will be an additional charge of \$150.
- Security deposit is \$350. This is required for all events and covers the cost of a full carpet clean. If the Clubhouse is not cleaned up after your event and/or the carpet is damaged, Harbor Hills will keep this deposit. If the Clubhouse is properly picked up and with no damage, the HH Treasurer will refund your deposit.
- Catering surcharge is \$100 for use of kitchen. This is only applicable to those using Caterers.
- Use of grills is \$25 each and must remain in their current location. Grills are to be thoroughly cleaned after use.
- Girl and Boy Scout Troop Meetings that are under 4 hours are free of charge and may only use the South Clubhouse Room (hardwood floor room) adjacent to the main Clubhouse room or the basement. The Member and the Member's child must be present and an active part of that troop. Members cannot rent the Clubhouse to troops with no affiliation to Harbor Hills. A refundable security deposit of \$150 is required for troop events.
- For daytime rentals, the club must be cleaned up within two hours from the end of the event, and within a reasonable time for an event scheduled afterwards. For evening rentals, the club must be cleaned up by 10:00 AM the next morning, and within a reasonable time for an event scheduled that day.

## **SWIMMING POOL**

Access to the swimming pool is NOT included with any Club House Use Agreement.

If a member wishes to sponsor a swimming party, it is done with the understanding that the pool cannot be reserved exclusively. All HHHOA residents have continuous access to the pool during normal pool hours.

Special arrangements must be made in advance when non-member swimming guests are invited to Harbor Hills for a pool party. To ensure the safety of all attendees, notice must be given. Extra lifeguards are required, and these arrangements must be made two weeks prior to the event, in writing to the Social Chair. The extra Guard(s) will be billed to the sponsoring Member at a rate of \$40.00 per guard per hour. **(See HHYC Pool Party & Lifeguard Request Form).**

## **OTHER SERVICES**

Banquet Tables, if used at the pool, are to be taken from the downstairs Rec Room and be returned by the sponsoring member. These are the long, white rectangular tables. The Banquet round tables from upstairs are not to be used outside and are not to be used for crafts. The picnic tables on the rear deck are not to be used for crafts.

## **RENTAL OF CLUB HOUSE (Refer to Clubhouse Use Policy)**

The Clubhouse shall be rented only to Members of Harbor Hills Homeowners Association and Yacht Club who are Members in good standing. For each rental, one Member shall be designated as the "Sponsoring Host," and shall sign this Agreement. A Member may not rent the Clubhouse on behalf of a non-Member. Rental requests are prioritized by the date that the rental request is submitted to the Harbor Hills Social Chair. The Host shall sign this Agreement and send a copy to the Harbor Hills Social Chair, and send the rental fee, maintenance fee, security deposit, and kitchen deposit (if a caterer will be using the kitchen) to the HHHOA Treasurer (see "Rental Process" above). Rental requests are subject to approval by the HHHOA Board of Directors (Board). The rental and deposit fees are set by the Board. The rental rate is not subject to negotiation. Rental of the Clubhouse does not include usage of the pool, pool area, or marina. A damage/ security deposit of \$350 shall be paid along with the rental fee by a separate check or with your rental fee payment. If the Host elects to have a rental company provide tables and chairs, an additional security deposit of \$200 is required. Following an inspection by the Harbor Hills Commodore and/or the Harbor Hills Social Chair to confirm satisfactory clean up of the premises and lack of damage, the Commodore and/or Social Chair will determine if the security deposit check(s) will be cashed or destroyed. Damages that have occurred must be paid for, as determined by the Board.

## **CANCELLATION REFUND**

A 50% refund of the Rental Fee shall be made only if a Notice of Cancellation is made to the Social Chair at least 30 days prior to the anticipated rental date. If the Notice of Cancellation is received less than 30 days prior to the anticipated rental date, no refund will be provided.

## **HOST'S RESPONSIBILITY**

The Host shall at all times comply with HHHOA Bylaws, Rules and Procedures. **The Host will be present at all times during the function for which the Clubhouse has been rented.** In addition, the Host assumes responsibility for the actions of all vendors and guests. The Host may select another Member to be present

and responsible during set-up and clean-up activities. The Host is responsible for any damages associated with the private use the HHYC facility.

### **EVENT DURATION AND CLUBHOUSE CAPACITY**

All evening rental events must terminate by 1:00 AM. Any party noise that can be heard outside of the Clubhouse must end by 10:00 PM. Bands must stop all music by 11:00 PM. Caterers and other vendors should vacate the property by 1:00 AM. Private use of the Clubhouse is limited to 155 guests.

### **CATERERS, CERTIFICATES OF INSURANCE AND DELIVERIES**

Names and addresses of any outside vendors to be used should be submitted with the security deposit check. There will be a catering surcharge of \$100 if a caterer needs kitchen access. If the Host elects to have a rental company provide tables and chairs, an additional security deposit of \$200 is required.

A certificate of liability insurance from caterers should also be submitted. The Host will be responsible for all paper supplies and disposables (cups/plates, etc.). If catering services are to be used, all caterers' china, glassware and other equipment must be removed from the Clubhouse at the end of the event. A drop off of prepared food is not considered a catered event.

### **CLEAN UP**

The Host is responsible for clean-up after use. This includes washing any dishes, placing all trash in the dumpster, sweeping and light mopping of the floors, vacuuming carpets and restoring any moved items to their original positions.

### **SMOKING**

The HHYC Clubhouse is a nonsmoking facility. Smoking is permitted on the rear deck only.

### **FIREPLACE**

The use of the fireplace in the Clubhouse is currently prohibited.

### **EQUIPMENT, FURNITURE AND TEMPERATURE**

HHYC furniture may be moved around on each floor to accommodate private events, but the furniture should not be moved from one floor to another. All materials moved across the floor surfaces should be transported on equipment with rubber wheels to avoid scratching the floors. Protective floor covering should be used for deliveries where necessary. Use of Club tables and chairs is encouraged, and is included in the Clubhouse rental fee. The Host is responsible for set-up, breakdown and proper storage of all Club equipment. If additional chairs and tables are required, the Host is responsible for such additional charges. All table legs, chair legs and other rented equipment should have rubber protectors or a protective surface to avoid scratching the floors. The Social Chair should be informed if use of the sound system, TV or other equipment is desired. The Clubhouse thermostat is usually set at 74 degrees in the summer and 65 degrees in the winter. If your event requires a lower/higher temperature, please ask the Commodore and/or the Social Chair to adjust the temperature.

### **DECORATIONS AND SIGNAGE**

Any decorations for private parties must be pre-approved by the Social Chair. No items may be nailed, taped or in any other manner affixed to any wall, ceiling, floor, planters or any other permanent fixture of the

Clubhouse. The Club is not responsible for any supplies that are left behind. Rice and birdseed are not to be thrown on the premises. No open flames are allowed, except table candles and chaffing dishes. No hand-held candles or fireworks are allowed at any time. Any balloons must be removed from the property after the event.

### **ENTRANCE FEES AND ADVERTISING**

No events hosted at HHYC can be posted publicly, and no public advertisements can mention the Club's name or address without Board approval. A sign or signs at the community entrance directing traffic would be allowed. Under no circumstances may an entrance fee, registration fee or any other type of fee be collected from attendees of a private event held on HHYC property.

### **SECURITY AND PROPERTY DAMAGE**

HHYC assumes no responsibility for the damage or loss of any merchandise or personal articles brought onto Club property during a rental. The Host is responsible for any damage done to the Club by guests, attendees, independent contractors, or other persons under their control.

### **USE OF KITCHEN AND GLASSWARE**

The kitchen and bar are available for use during private functions. The kitchen and bar should be cleaned up and all appliances turned off after use. There will be a catering surcharge of \$100 if a caterer needs kitchen access.

### **NON-PERFORMANCE**

If for any reason beyond its control, including, but not limited to, accidents, Club operations, commodities or supplies, acts of war or terrorism or acts of God, the Club is unable to perform its obligations under this agreement, such nonperformance shall be excused and the Club may terminate this Agreement without liability of any nature whatsoever upon the return of the deposit, rental fee and other applicable fees.

### **CONDUCT OF FUNCTION**

The Host agrees that the function will be conducted in an orderly manner and in full compliance with all applicable laws, regulations and HHHOA&YC Bylaws, Rules and Procedures. The Host hereby agrees to indemnify and hold harmless the Club against any and all claims for personal injury, negligence of any Member or guest, invitees or agent of the Host or any one hired by the Host. Further, the Harbor Hills Home Owners Association and Yacht Club and any of its officers, agents, employees, or other representatives shall not be held accountable or liable for, and the same are hereby released from accountability for, any damage, loss, harm or injury to the Host or any property of the Host or any of its officers, agents, employees, or other representatives, resulting from theft, fire, water, accident, or other cause, including damages resulting from the consumption of alcohol. No cash bar for spirits is permitted.



# HARBOR HILLS YACHT CLUB CLUBHOUSE RENTAL AGREEMENT

I have read and understand the entire HHYC Clubhouse Use Policy and Rental Agreement and I agree to be bound by its terms. This includes the Clean-Up Policy and includes washing any dishes, placing all trash in the dumpster, sweeping and light mopping of the floors, vacuuming carpets and restoring any moved items to their original positions at the conclusion of my event.

Host Name and Address:

\_\_\_\_\_

Event Date and Time: \_\_\_\_\_

Approx. Number of People: \_\_\_\_\_

(Refer to HHYC Use Policy Document and the body of this agreement for Rental Rate)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Please email this completed form to [HarborHillsEvents@gmail.com](mailto:HarborHillsEvents@gmail.com). Once received, an invoice will be sent to you for payment. Once payment is received by the Harbor Hills Treasurer, your event will be confirmed.

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### Administrative use only:

Event Amount: \$ \_\_\_\_\_ Maintenance Fee: \$ 25.00

Security Deposit: \$ \$350.00 Catering surcharge: \$ \_\_\_\_\_

Rental Company Security Deposit: \$ \_\_\_\_\_ Additional Maintenance Fee: \$ \_\_\_\_\_

Pool (\$40/lifeguard hr.): \$ \_\_\_\_\_ Grill Use: \$ \_\_\_\_\_

Received by: \_\_\_\_\_ Date received: \_\_\_\_\_

Invoice will be sent by the Treasurer to the above address. Type of payment: [ ] Check [ ] Other