Pool Area Rules and Regulations

Rental of this area is for residents only. The resident must be present during the event. The resident is responsible for the conduct of the guests and must be on the pool area premises throughout the party. He/She is liable for all damages including any exceeding the amount of the previously obtained deposit.

RULES

- The resident is responsible for all rented areas.
- All areas must be returned to pre-rental condition.
- Trash must be secured and placed inside trash cans.
- Do not use paper bags or boxes to discard trash.
- Trash cans must not be left in a state of overflowed capacity.
- Any spills must be properly cleaned.
- Decorations may not be hung whatsoever.
- **Music is not allowed at excessive volumes.**
- Excessive noise, abusive or unacceptable behaviors resulting in complaints will not be tolerated.
- Neither “admission fees” nor any fund transfer that may be construed as admission fees may be collected. (For example: Cash Bars)
- Rental of the area for purposes of business solicitation, political functions, or profit-making activities of any kind are not permitted.
- No advertising materials may be displayed at any function.
- The Amberfield Homeowners Association must approve the use of the area by a resident in advance.
- **All activities must end, the area vacated, and cleaned no later than pool closing.**
- All chairs, tables and other items brought to the areas must be removed. Any activity consisting of 50% youth (under 18 years of age) must be chaperoned. One chaperone, over the age of 21, for each 10 youths, must be present at all times.
- The application and all required forms must be executed and signed by an adult unit owner or resident of Amberfield HOA in good financial standing who will assume responsibility for the areas.
- **No alcoholic beverages are permitted.**
- The pool area can NOT be exclusively reserved and shall remain open to all residents during private event.
- No food or drink is allowed on the pool deck in accordance with County Law.
- Non-compliance with any of the above rules will result in a $25.00 reduction in the deposit refund for each rule that is disobeyed.

PROCEDURES

- Residents interested in renting the areas for private or organizational use must complete an “Application for Use and Rental Agreement.”
- Resident is required to provide the Association with a copy of their homeowner's insurance policy.
- The policy must indicate a minimum amount of $300,000 of liability insurance naming Amberfield Homeowners Association as an additionally insured.
• The request must be made with the community manager or assistant community manager, at least two (2) weeks in advance and must be accompanied by the security deposit, certificate of insurance, and the rental fee.
• Cancellations made less than two (2) weeks prior will be subject to forfeiture of $50.00 of the deposit.
• The rental fee will be returned in its entirety in the event of a cancellation made 2 weeks or more prior to the event date.
• Partial rental fees will not be refunded due to vacating the premises early.
• The inclusive rental times stated on the application will include clean-up time.

The community manager will recommend to the Board of Directors when exceptions to the above rules are deemed necessary.

**Anyone not complying with these procedure rules and regulations will have their event cancelled and future use of the area will be restricted.**

**RENTAL FEES**
Rental fees are to be determined by the following:

<table>
<thead>
<tr>
<th></th>
<th>Deposit</th>
<th>Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rental of the pool area</td>
<td>$200.00</td>
<td>$100.00 flat rate</td>
</tr>
<tr>
<td>Cleaning fee</td>
<td>N/A</td>
<td>$50.00 flat rate (if needed)</td>
</tr>
</tbody>
</table>

**Rental fees are subject to change without notice**
APPLICATION FOR USE AND RENTAL
AMBERFIELD HOMEOWNERS ASSOCIATION AGREEMENT

Resident’s Name: ________________________________

Address: ______________________________________

Phone: (H) ___________________________ (W) ________________________

Signature: ______________________________________

If this is a party sponsored by a resident for a guest, please provide the following:

Name of Sponsored Guest: ________________________________

Address: ______________________________________

Phone: (H) ___________________________ (W) ________________________

Signature: ______________________________________

Please send two (2) separate checks, one for the security deposit and one for the rental fee. Checks and money orders are to be made payable to AMBERFIELD HOMEOWNER ASSOCIATION. There will be a $35.00 service charge for any check that is returned from the bank. Deposit refunds or portions thereof will be mailed to the address below within 14 days after the event.

MAILING INSTRUCTIONS FOR SECURITY DEPOSIT REFUND:

Mail to: ______________________________________

Date of Event: ________________________________

Hours of Event:

Start Time: ___________________________ End Time: ___________________________

Nature of Event:

____________________________________

____________________________________
PRE-INSPECTION/POST-INSPECTION

A pre-inspection walk through must be conducted by the Pool Committee prior to event commencement. No guests shall be granted access to the pool area prior to the pre-inspection walk through. Any discrepancies should be noted and reported to Abaris Realty.

A post-inspection walk through will be conducted by the Pool Committee concluding event clean up and on the next business day. Any discrepancies should be noted and reported to Abaris Realty. The cost of damages resulting from the event will be deducted from the security deposit.

INDEMNIFICATION:

In exchange for permission of the Board of Directors of the Amberfield Homeowners Association to rent the pool area, I/We do hereby agree as follows:

I/We shall hold harmless and indemnify the Amberfield Homeowners Association, its successors and assigns, its officers and directors, both individually and collectively, from and against any and all liabilities, damages, expenses, and any attorney’s fees or costs of defense resulting from or attributable to any and all acts and omissions of mine/our guests and invites, pertaining to the use of the Amberfield recreational areas, including, but not limited to, damage or injury to my/our guests, or attendee’s person, possessions, or property.

I/We accept full responsibility for maintaining the condition of all property as originally provided at the time of the pre-event inspection. I/We fully understand that if the property is not in the condition as it was at the time of the pre-event inspection, the security deposit will be forfeited, to the extent necessary to return the facilities to its pre-event condition. In the event damages exceed the total dollar amount of the security deposit, I/We hereby accept full responsibility for the payment of all damaged over and above the amount of the security deposit.

I/We agree to pay all reasonable costs, attorney’s fees, and expenses that shall be incurred by the Amberfield Homeowners Association if legal action is taken to enforce the terms of this agreement.

I/We agree to remain in attendance throughout the event.

I/We have received a copy of, and agreed to abide by, the procedures, rules and regulations of the Amberfield Homeowners Association concerning the recreational center. I/We understand that failure to comply with these procedures, rules and regulations may result in the loss of our right to use the recreation facilities.

_____________________________  ____________________________
Date                                   Applicant Signature

Note: All Applications should be mailed to the following address:
Abaris Realty,
7811 Montrose Road, Suite 110
Rockville, MD 20852