

## WEXFORD H.O.A., INC. RECREATION FACILITY APPLICATION FOR USE

**\*Failure to comply with this agreement will result in forfeiture of future use privileges.**

Date(s) Requested: \_\_\_\_\_ Time From: \_\_\_\_\_

Second Choice: \_\_\_\_\_ To: \_\_\_\_\_ (No later than 1:00 a.m., including clean up time.)

Type of Function: \_\_\_\_\_

Name of Owner: \_\_\_\_\_

Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Anticipated Size of Group: \_\_\_\_ (adults: \_\_\_\_ children: \_\_\_\_)

**No groups larger than 15 persons may use the facility.**

### GENERAL RECREATION FACILITY USE PROCEDURES

**OWNER** Use of building must be by a Wexford homeowner over the age of 21 whose assessments are current and who will be present for the duration of the function. This person will have total responsibility for the building use, will assume all liability for damages to the facility or injuries to any participant, including trespassers and will indemnify the Wexford H.O.A., Inc. for any expenses, damages or legal fees resulting from the homeowner's organization's use of the facility.

**ACCESS** The homeowner may pick up the keys to the facility on the day of the event and is responsible for returning them the following day, as prearranged by the Management Agent and/or a Board member. At check-in and check-out, the owner shall arrange to inspect the building accompanied by a designated Board member.

**POOL&OTHER  
NON-ALLOWED  
AREAS**

It is specifically understood that this application does not include the use of the swimming pool, fireplace or the pool deck around the swimming pool. Neither the homeowner, nor any guests at the function, for which this application is being made, may use any of these areas or enter the exercise room (unless specifically noted and approved by this application) or the deck area entered through the rear doors of the clubhouse. This agreement also does not include access to the shower areas behind the men's and women's restrooms. Applicant, guests, attendees, visitors, etc., may not congregate in the parking lot during and after event, as event is to be held inside the facility.

**CLEAN UP**

The floors, furniture, restrooms, blinds and windows in the building must be restored to their original condition. This means kitchen cleaned, carpeting vacuumed. All trash must be collected and put into lined garbage cans provided and placed outside. The thermostat must be turned down to 65 degrees in the winter and up to 78 degrees in the summer and the lights turned off upon leaving the premises.

**SECURITY**

All doors and windows must be closed and locked upon leaving the premises. All lights must be turned off.

**EMERGENCY**

Call Abaris Realty, the Management Agent, at 301-468-8919 after calling the Montgomery County emergency number (911).

**NOISE CONTROL**

All laws regarding noise control as established by the Montgomery County Noise Ordinance, Bill no. 16-96, Code Chapter 31B, must be adhered to by homeowner, guests, attendees, visitors, etc., and will be strictly enforced. Violation of the noise ordinance will result in the loss of the \$200 security deposit and forfeiture of future use of facility privileges.

**FEE**

A \$25 usage fee is required and a \$200 refundable deposit is required for all functions. The set up and clean up time is included in the hours that the facility is being used. If the check-out inspection detects any damage, necessary clean up, etc., the cost of doing so will be deducted from this deposit.

**NO SMOKING, NO PETS, NO ALCOHOLIC BEVERAGES TO MINORS**

Maximum number of people allowed is 15.

Use of the facility does not include the fireplace (after pool regular hours), pool, exercise room and shower areas.

**WEXFORD HOMEOWNERS ASSOCIATION, INC.  
RECREATION FACILITY USE RULES AND CONTRACT**

1. Reservations for a private party, meeting or event must be made at least two weeks or ten business days in advance, with the Management Agent, who will direct you to the designated person who will handle the reservation.
2. The Wexford Recreation Facility may only be reserved by a Wexford H.O.A. homeowner, who is over the age of 21, and is current on all of their assessments.
3. The Management Office and/or the Board of Directors of the Wexford H.O.A., or any committee or sub-committee thereof, shall exercise the sole right of authorization or denial of use of the Wexford Recreation Facility. In the event that a homeowner or authorized user is denied the right the use of the facility, for any reason other than the fact that the facility is already booked or that the applicant has not paid all assessments due and owing to the Association, the person denied use of the facility may file a written appeal with the Board of Directors within five days of the date of denial.

The Board of Directors shall have the right to issue the final opinion regarding use of the Wexford Recreation Facilities.

4. A \$200 security deposit and usage fee of \$25, in the form of two separate checks or money orders, along with the completed application form and this liability contract, must be sent to the Management Agent, Abaris Realty, Inc., 7811 Montrose Road Suite 11 Potomac MD 20854, or to a Board designated individual, at the time the reservation for the Wexford Recreation Facility is made.
5. The security deposit will be returned to the applicant within two (2) weeks after the date of the event or when the facility is completely returned to the manner in which the applicant received it. In the event that any part or all of the deposit must be applied to the cost of the cleaning or other repairs made necessary by the applicant's use of the Wexford Recreation Facility, the Management Agent will not return any remaining part of the deposit until after the repairs are made. Repairs to the facility or its contents shall be made only by persons authorized and approved by the Management Agent and/or the Board of Directors, any committee or sub-committee thereof.
6. In the event the \$200 security deposit is not sufficient to cover the cost of any or all repairs to the facility, its surroundings or its contents, an additional assessment may result in the commencement of collection actions or legal proceedings, the cost of which shall also be assessed against the delinquent applicant.

7. Any appeal by the applicant of the determination of the Management Agent or the Board of Directors regarding damages and/or additional assessments must be made in writing to the Board of Directors within ten (10) business days of the date of the written notification of such damage determination or additional assessment.
8. Residents requesting the party room during pool season can do so in a non-exclusive manner, allowing other residents to also have use of the facility.
9. No more than 15 people are allowed in the facility at one time.
10. The applicant assumes all liability, is responsible for and agrees to indemnify and hold harmless, the Wexford Homeowners Association, Inc. for any injury or damage to the applicant, any visitor, invited or uninvited guest, attendee or trespasser of the event and any damage or injury to the Wexford Recreation Facility, its surroundings and its contents, as well as any other common element, as defined in the Wexford Homeowners Association Bylaws, which is the direct result or attributable to the event for which the Wexford Recreation Facility is reserved.
11. The Recreation Facility area must be cleaned before leaving. If the cleaning is not completed by this time, the Wexford Management will begin cleaning with the cost being deducted from the security deposit. The applicant is required to supervise clean up. Proper cleanup of the Wexford Recreation Facility includes, but is not limited to, the items on the following list:
  - (a) Signs, balloons, poster, streamers, decorations, etc. (and their associated tape or thumbtacks) must be REMOVED from the building and grounds.
  - (b) Pick up and bag ALL TRASH from the room and the grounds; deposit all trash in the garbage cans located on the patio and take them to the curb next to the mail box.
  - (c) Clean kitchen area, including mopping all floors.
  - (d) Clean entrance area, including mopping of all floors.
  - (e) Clean bathrooms of trash and unusual messes.
  - (f) VACUUM carpet and floors.
  - (g) Residents are responsible for removing all items that they have brought into the facility at the termination of a party.

- (h) MOST IMPORTANTLY ---BE CLEANED UP AND READY TO LEAVE THE BUILDING AT THE ENDING TIME YOU STATED ON THE CONTRACT, BUT NOT LATER THAN 1:00 A.M.

FAILURE TO COMPLETE ANY OF THE ABOVE MAY RESULT IN A PARTIAL OR TOTAL FORFEITURE OF DEPOSIT FEES AS DETERMINED BY THE MANAGEMENT OFFICE OR THE BOARD OF DIRECTORS OF THE WEXFORD HOMEOWNERS ASSOCIATION, INC.

12. No pets of any kind are permitted in the Recreation Facility area.
13. No alcoholic beverages may be served to or consumed by minors as defined by State Law. The applicant will be responsible for making sure that anyone consuming an alcoholic beverage is over the age of 21. Alcoholic beverages are only allowed inside the recreation facility. No one associate with any function may consume alcoholic beverages in the area outside of the Wexford Recreation Facility including parking lots, sidewalks or driveways. Alcoholic beverage may be sold only through a licensed, third party vendor.
14. Use of the pool is restricted to the regular pool hours and in accordance with the posted/adopted pool use and safety regulation. No one shall be permitted in the pool when a lifeguard is not on duty. Access to the pool or the pool area is subject to restriction by the lifeguard due to weather conditions, crowding or a safety violation. A parent or guardian over the age of 21 must accompany and supervise any child under the age of 16 in the pool area. Under no circumstances will the pool be used if alcoholic beverages are being served at the function. No food or beverages shall be consumed within the pool area.
15. The Management Agent, member of the Board of Directors, or appropriate committee chairman, has the authority to stop any party that runs past the official closing and also end any party that seems disruptive and damaging in any way to residents, guests or the property. No loud music is to be played after 11:00 p.m.
16. This contract may not be assigned.
17. No smoking is allowed within the facility.
18. Not for profit money making enterprises may be conducted during use of the facility.
19. It is specifically understood and agreed that should this contract be for a period in which snow may accumulate on the walks and parking areas, it is solely the responsibility of the user to have the snow removed. The total cost for providing the snow removal for these

areas will be assessed to the user. If the user is so required to treat for snow/ice, they **MUST** contact the Management Office at 301-468-8919 for Management to contract to have the snow/ice addressed. Only the approved snow/ice removal contractor selected by the Board of Directors may be used for treatment of snow from the parking areas. Neither the Board of Directors of the Wexford Homeowners Association nor the Management Agent is responsible for any injuries or property damage related to the existence of snow or ice on any areas related to the recreational facility by any owner or guest using such facility. The property owner agrees to pay the charge for snow/ice treatment as an assessment on their Association assessment bill. Failure to pay such charges shall constitute a violation of the rules and regulations of the Association. Collection of such assessments shall be viewed with the same authority as the collection of regular assessments, late fees and other charges.

20. It is understood and agreed that the user is responsible for any items which are left in the facility after the period in which the facility is rented. Any items left in the facility at any time must have specific approval from the Chairman of the Recreational Facility Committee or the Board of Directors. The Association and Management Agent are held harmless for any such items.

**Signature page which follows must be signed for agreement to be valid.**

## Signature Page

**I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE FOREGOING RULES AND FURTHER ACKNOWLEDGE THAT I AND ANYONE ATTENDING MY PARTY, EVENT OR MEETING, AGREE TO ABIDE BY AND BE BOUND BY THOSE RULES. I FURTHER AGREE TO PAY ANY DAMAGES INCURRED AS A RESULT OF MY PARTY, EVENT OR MEETING.**

\_\_\_\_\_  
Date of Party

\_\_\_\_\_  
Signature of Homeowner

\_\_\_\_\_  
Address of Homeowner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chaperon

\_\_\_\_\_  
Type of Event (Party, Meeting,  
Wedding, etc.)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Estimated number of guests

\_\_\_\_\_  
Phone

WEXFORD H.O.A., INC. RECREATIONAL FACILITY

When use of the Recreation Facility is concluded, please remember the following rules:

Doors and windows must be closed and locked.

All furniture must be cleaned and returned to its original position.

All lights must be turned off.

Kitchen area and floor must be cleaned.

Rug area must be vacuumed.

Trash must be collected and removed. It is the responsibility of the Recreation Facility user to dispose of all trash and debris.

Bathrooms must be cleaned of trash and unusual messes.

Signs and decorations must be removed in a way not to damage the walls or ceilings. NO SMOKING! NO PETS! NO ALCOHOLIC BEVERAGES TO MINORS!

Maximum number of people allowed is 15.

Use of the facility does not include fireplace, pool deck, exercise room and shower areas.

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EMERGENCY: Call 911 and the Management Office at (301) 468-8919.

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\*\*The above list reflects many of the rules and regulations regarding the Recreational Facility. The complete list was referenced in the Wexford HOA Recreation Facility application.

YOUR COOPERATION AND SUPPORT IS APPRECIATED!