



**SYMPHONY VILLAGE AT CENTREVILLE HOMEOWNERS ASSOCIATION, INC.**  
***Concert Hall Lease Agreement***

This Facility Lease Agreement (“Agreement”) executed on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Symphony Village at Centreville Homeowners Association, Inc. (“SVHOA”) and \_\_\_\_\_ (“Lessee”) for the use of Concert Hall and the adjoining kitchen only on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_ for the purpose of \_\_\_\_\_ . The parties thereto, intending to be legally bound, and in consideration of the mutual covenants hereinafter contained, agree as follows:

SVHOA, on the dates and times set forth herein, and subject to the terms and conditions of this Agreement, hereby grants to the Lessee use of Concert Hall and the adjoining kitchen (“Facility”).

The Lessee is responsible for the setup, breakdown and cleanup of all items, decorations, etc. used in conjunction with their event during the aforementioned timeframe. Responsibility of the Lessee includes the proper disposal of all trash in the dumpster to which SVHOA will provide access.

The Lessee must be a Symphony Village at Centreville Homeowners Association, Inc. Homeowner and be in good standing, current in HOA assessments, with no outstanding balance, and no covenant violations or Architectural infractions. SVHOA in its sole discretion, reserves the right to refuse to enter into a Lease Agreement with any prospective Lessee.

**LEASE FEE**

The Lessee is subject to a \$250.00 (non-refundable) lease fee for up to five (5) hours of use. A fee of \$50.00 per half hour will apply for any time exceeding the initial five (5) hours and will not be prorated for any time less than one half hour or thirty (30) minutes. The lease timeframe is to include the time needed for setup, vendor delivery, breakdown and cleanup.

**SECURITY DEPOSIT AND RESTORATION**

In addition to the non-refundable lease fee of \$250.00, the Lessee must remit a \$150.00 security deposit for the faithful performance by the Lessee of the terms and conditions of this Agreement. A SVHOA Management staff member or an appointed representative along with the Lessee will complete a walkthrough and check of the Facility both prior to and after the Event. The Lessee will be refunded the full amount of his/her security deposit within five (5) business days of the Event contingent on the Facility being left in its original “as is” condition. The security deposit or portion thereof will not be refunded to the Lessee if any damage occurs to the Facility to include any necessary repairs or replacement(s), additional cleaning is required as a result of the Lessee’s use of the Facility. Lessee is responsible for all damages and fees. Additional charges exceeding \$150.00 will be assessed to the Lessees account. Failure to remit payment for the damages may result in late fees and/or collection costs. In the event the Lessees use of the Facility causes excessive damage to any portion of the Facility beyond the security deposit, the Association reserves the right to file a claim under the Lessees insurance as provided.

**INSURANCE RIDER**

Lessee must purchase an insurance rider for no less than \$1,000,000 in general liability coverage for their Event. The rider shall be requested from the Lessee’s homeowners’ insurance provider or a licensed insurance provider of their choice. A

Certificate of Insurance (COI) must be submitted to SVHOA Management no less than fifteen (15) days prior to the day of the event. The COI must contain SVHOA as the certificate holder and the additional insured listed as follows:

*Symphony Village at Centreville Homeowners Association, Inc.  
100 Symphony Way  
Centreville, MD 21617*

### SVHOA AGENT

A SVHOA Management staff member or an appointed representative must be present for the entire Event including setup, vendor delivery, breakdown and cleanup. The Lessee is responsible for compensating the staff member or representative at a rate of \$25 per hour. (Example: 5 hours x \$25 = \$125)

### PAYMENTS

All checks are to be made payable to SVHOA and must be received by Management no less than fifteen (15) days prior to the scheduled event. In the event a check is returned by the bank, the lessee will be responsible for the return check fee and any applicable administrative costs.

### LESSEE PRESENCE

Lessee hereby agrees to be present during the entire lease Event period to include setup, vendor delivery, breakdown and cleanup.

\_\_\_\_\_  
*Lessee Initial(s)*

### CONDUCT LIABILITY

The Lessee is responsible for the conduct of its agents, employees, contractors, invitees, representatives, in, on or about the Facility.

### CLEAN UP

Lessee hereby agrees to perform the following immediately after their event:

1. Wipe off tables and chairs.
2. Sweep floors in concert hall and kitchen. Clean up spills and food with damp cloth with warm water and soap.
3. Completely remove all decorations.
4. Remove and dispose of all trash properly in dumpster outside of the kitchen. SVHOA staff or an appointed representative will provide access prior to the event.
5. Clean ALL surfaces in kitchen. Any spills or food residue must be cleaned to include the inside and outside of the microwave.
6. Remove all food, beverages and personal items from refrigerator/freezer. Any remaining waste food, ice and beverages may not be dumped onto soil, landscaping or walkways anywhere on the premises by guests or vendors.

Ensure the restrooms are clean (trash picked up, toilets flushed, etc.) and all faucets are off. Report any plumbing issues including running toilets to SVHOA staff or the appointed representative immediately.

A final walkthrough and check of the Facility will be completed by a SVHOA Management staff member or an appointed representative along with the Lessee immediately after breakdown and clean up.

### ACCESS

SVHOA Management staff and/or the appointed representative may enter the Facility at any time, for any reason, during any event being held at the Facility to ensure proper care of the Facility. Board Members and first responders may access the facility at any time regardless of activities associated with the Event.

### AGE RESTRICTION

No event can be planned for any person under the age of nineteen (19.)

**ALCOHOLIC BEVERAGES**

**Lessee agrees that alcohol will not be sold on the premises or served to persons under the age of twenty-one (21).**

\_\_\_\_\_  
*Lessee Initial(s)*

**ALTERATIONS**

Lessee shall make no alterations or modifications, structural or otherwise to the Facility. Lessee shall be solely responsible and liable for satisfying the requirements of all laws, rules and regulations of governmental authorities with respect to the use of the Facility by the Lessee, its agents, employees, contractors, invitees, representatives, in, on or about the Facility. Lessee shall not occupy or use the Facility nor permit the same to be used for any purpose not designated and described herein.

**“AS IS” CONDITION**

Lessee agrees to accept the Facility in its “as is” condition “with all faults” and agrees to leave the Facility in the same “as is” condition.

**ASSIGNMENT AND SUBLEASING**

Lessee shall not assign any interest in this Lease Agreement or otherwise transfer or sublicense the Facility or any part thereof or permit the use of the Facility to any party other than Lessee.

**AVAILABILITY & USAGE**

Dates and times are available on a first come first serve basis (excludes Holidays). The Facility may not be reserved more than six (6) months in advance. The Facility or premises may not be used for fund raising purposes without prior approval from SVHOA Management or the Board of Directors.

**BAR USE PROHIBITED**

Lessee, its agents, employees, contractors, invitees, representatives, in, on or about the Facility are strictly prohibited from the use of the bar and bar materials to include alcohol, cups, napkins, all beverages or snacks.

\_\_\_\_\_  
*Lessee Initial(s)*

**BEREAVEMENT**

A celebration of life event may be held for a deceased SVHOA Homeowner at the Facility at no charge. This courtesy is only extended for a deceased SVHOA Homeowner.

**CANCELLATION**

Lessee may cancel this Agreement any time up to fifteen (15) days prior to the Event Date by providing written notice of such election to SVHOA Management, at no cost to the Lessee. If Lessee elects to cancel this Agreement for any period less than fifteen (15) days prior to the scheduled Event Date, the Lessee will be charged 50% of the Lease Fee and any expenses incurred in good faith by SVHOA in preparation for Lessee’s use of the Facility. For cancellation on the Event Date, Lessee will be charged 100% of the Lease Fee and any expenses incurred by SVHOA or a lesser fee at the discretion of the Board of Directors or SVHOA Management.

**DEFAULT AND TERMINATION**

SVHOA may terminate this Agreement based on failure of Lessee to provide a copy of the insurance rider, pay the Lease Fee, Security Deposit or any other charges due hereunder when the same is due.

SVHOA is not responsible for an act of God or any operational or mechanical issues to include the operation of kitchen appliances that would prevent the Facility for being available on the event day. The Lessee would be entitled to a refund

of the fees paid for the facility not being used. SVHOA is not responsible for any other expenses that may occur to the Lessee as a result.

### FACILITY SECURITY

Lessee agrees that SVHOA, its agents or representatives shall not be liable for personal injury and/or personal property, damage, or loss by Lessee or its invitees.

### GOVERNING LAW

This agreement shall be governed by the Laws of the State of Maryland.

### INDEMNIFICATION

The Lessee, his heirs and successors shall indemnify, defend and hold harmless SVHOA, its officers, agents and employees from and against any and all loss, cost including attorney's fees, damage, expense and liability to include statutory liability and liability under workers' compensation laws in connection with claims, judgements, damages, penalties, fines, liabilities, losses, suits, administrative proceedings, arising out of any act or neglect by Lessee, its agents, employees, contractors, invitees, representatives, in, on or about the Facility, including the buildings and sidewalks adjoining the same, by the Lessee, his or her guests, and invitees, or as result of any activity including consumption of alcohol or other intoxicating substances, engaged in by any such person while using the facility. This indemnity shall survive the termination of this Agreement. Lessee hereby releases SVHOA from any and all liability or responsibility to Lessee or anyone claiming through or under Lessee by way or subrogation or otherwise for any loss or damage to equipment or property of Lessee covered by any insurance then in force.

\_\_\_\_\_  
*Lessee Initial(s)*

### INTERFERENCE

Lessee shall use the Facility in a manner which shall not cause interference with the use of the other portions of the Clubhouse by SVHOA residents or their guests in any way. Lessee's use hereunder will be done in such a manner so as not to interfere with or impose any additional expense upon SVHOA in maintaining the building.

### RULES AND REGULATIONS

Lessee hereby agrees to abide by all SVHOA Covenants, Codes and Regulations, the Clubhouse & Recreational Facilities Rules & Policies and any additional rules and regulations adopted by SVHOA Board of Directors. In conjunction with the aforementioned rules, regulations and policies, the Lessee must adhere to the following:

1. NO open flames or candles are permitted in the Clubhouse at any time.
2. Use of confetti/glitter, bird seed, rice or similar material is not permitted in the Clubhouse.
3. NO balloons are permitted in the Clubhouse at any time.
4. Bubble or fog machines are not permitted in the Clubhouse.
5. Decorations are limited to table decorations only; NO tape, tacks or other adhesives are permitted on the walls, ceiling, doors, woodwork, windows, etc.
6. Smoking will not be permitted anywhere in the Clubhouse except in designated outside areas, which are outside the front door of the card room and any of the parking lots.
7. All exits and doors must remain closed and unblocked.
8. The Lessee or their invitees may NOT use the clubhouse bar, billiard room, exercise room, locker rooms, swimming pools, spa, conference room, wall street room, foyer or craft room for any purpose.
9. Any contractor or vendor contracted by the Lessee (including a commercial cleaning crew should the Lessee choose to hire one) must be escorted by the Lessee at all times while in the Clubhouse.
10. The Lessee or their invitees may not use men or women's locker rooms. Only hallway restrooms adjacent to the Facility are to be used.
11. Animals are not permitted in the Clubhouse with exception for working guidance and/or assistance animals.
12. The maximum capacity for Concert Hall as determined by the occupancy permit; at no time shall the occupancy exceed the permitted number.

- 13. The kitchen is to be used for warming ONLY. Food preparation and cooking is to be completed offsite prior to the Event.
- 14. All food and beverages must be brought in through the kitchen entrance.

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*Lessee Initial(s)*

**VENDORS**

Any vendor used for the Event such as a catering company must be fully licensed and insured. An executed copy of the vendor(s) agreements along with a Certificate of Insurance (COI) must be provided to SVHOA Management no later than fifteen (15) days prior to the Event. The COI must contain SVHOA as the certificate holder and the additional insured listed as follows:

*Symphony Village at Centreville Homeowners Association, Inc.  
100 Symphony Way  
Centreville, MD 21617*

All vendors are to access the facility using the kitchen door only. This should be their only point of ingress and egress. Vendors must be supervised by the Lessee at all times while on the premise.

Lessee may choose to employ an outside caterer for their event. Caterers are required to abide by all policies outlined in the Facility Lease Agreement. All food and beverages must be removed from the premises after the event. Waste food, ice and beverages may not be dumped onto soil or landscaping anywhere on the premises by guests or catering staff. Lessee and/or their caterers are required to provide their own tableware, linens, and service needs. No catering equipment, decor or other items may be left behind or stored on the property after an event.

**ENTIRE AGREEMENT**

The terms and conditions of the Agreement are the entire agreement and understanding of the parties. Lessee acknowledges that he/she has read this Agreement and understands its provisions and agrees to use the said Facility under the terms of the Agreement. Any oral representation or modifications concerning this Agreement shall be of no force or effect excepting a subsequent modification in writing, signed by both parties.

**[SIGNATURES ON FOLLOWING PAGE]**

SVHOA (LESSOR)

LESSEE

\_\_\_\_\_  
*Authorized Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Print Name*

SYMPHONY VILLAGE AT CENTREVILLE  
HOMEOWNERS ASSOCIATION, INC.

100 Symphony Way – Centreville, MD 21617  
Phone: 410-758-8500      Fax: 410-758-8509

\_\_\_\_\_  
Centreville, MD 21617

*Property Address*

\_\_\_\_\_  
*Mailing Address (if different from above)*

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

Cell Phone: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**Emergency Contact**

Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

RECEIPT OF FEES

**RENTAL FEE**

Received on: \_\_\_\_\_ Check #: \_\_\_\_\_ Amount: \_\_\_\_\_

**SECURITY DEPOSIT**

Received on: \_\_\_\_\_ Check #: \_\_\_\_\_ Amount: \_\_\_\_\_