



MONTGOMERY VILLAGE FOUNDATION, INC.

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PROCEDURES ON THE PRIVATE USE OF FACILITIES

These procedures are established to increase service to the residents of Montgomery Village by expanding leisure opportunities through the private use of community centers.

Facilities: The Lake Marion and North Creek Community Centers have been designated as facilities available for rental for private use by designated user residents. Below is a list of the amenities at each facility:

Lake Marion -

Activity Room - 60' x 30' air-conditioned activity room with a wood floor adjacent to a large wooden deck overlooking the lake with a kitchenette (no stove)

- 12 - 6' banquet tables and 80 metal folding chairs

(Maximum Attendance: 85)

and/or

Gymnasium with Bleachers, Basketball goals, and Volleyball standards with nets (upon request)

Appropriate footwear is required for the use of the gymnasium; high heels are not permitted.

(Maximum Attendance: 125)

75 parking spaces available (73 regular, 2 handicapped)

North Creek - Large tile floor air-conditioned L-shaped room with dance mirrors and bars overlooking a swimming pool which may be divided into two smaller rooms

- Large kitchen (licensed for warming only)
- 15 - 6' banquet tables and 100 metal folding chairs

(Maximum Attendance: 125)

110 parking spaces available (108 regular, 2 handicapped)

Please note: When pools are open, there is a maximum of 75 people allowed per rental

Priority: In reserving the use of these facilities, priority will be given to the following categories of users in descending order of importance:

- 1) Montgomery Village Foundation for activities such as recreation classes, board meetings and special events;
- 2) Homes Corporation Boards of Directors and MVF sponsored organizations such as MVSA and swim teams.
or
Non-profit religious, service or educational organizations designed to serve primarily Village residents and comprised of a membership or enrollment of 50% Montgomery Village residents.
- 3) Private users who are designated user residents of Montgomery Village. Designated users are members of Stedwick, Whetstone, Maryland Place,

Patton Ridge, North Village, Northgate, East Village and Eastgate homes corporations, Poplar Springs, and those parts of South Village and Middle Village homes corporations whose annual assessment includes the designated user fee. Non-Designated User Village residents who pay the designated user fee are also private users.

Time frame: Category 3 (Private users) may submit requests according to the schedule below, but not less than three weeks prior to the requested date. Requests from Category 1 and 2 users, which are received by the date for submission, will be honored first. Thereafter, private user requests and requests received from Category 1 and 2 users will be considered on a first come, first served basis depending on the availability of the facility and staff.

Season	Months	Date rental requests accepted
Fall	Sept-Dec	Aug 10
Winter	Jan-March	Nov 15
Spring	April-May	Feb 15
Summer	Jun-Aug	May 1

Processing: Requests for private use by residents as defined in item #3 under priority will be processed within 10 business days of submission of an eligible request. Requests must be submitted a minimum of 15 workdays prior to date requested for rental.

Notification: The MVF Recreation and Parks Department will notify all users as to the status of their request. This notification may be mailed, faxed or phoned. If phoned, it will be followed up with written confirmation.

Restrictions: The following restrictions apply to the rental of MVF facilities for private use:

- 1) Applicant must be a designated user resident of Montgomery Village, over 21 years of age, or over 18 and provide the name and phone number of a designated user resident over 21 years of age who must arrive at the rental with the renter and remain in attendance during the rental which would be verified and considered to be part of the rental agreement. Applicant must be current on all assessments. Applicants may be required to provide identification upon arrival at the facility. Guests of the renter will not be allowed in the facility until the renter has arrived.
- 2) Applicant and designated user resident of record over 21 years of age for renters, age 18-20 years of age, must attend the entire function for which the facility is rented and be available for final inspection of the facility at the end of the rental period.
- 3) No alcoholic beverages are permitted in the facility, parking lot or on the grounds. Use of alcoholic beverages by renter, guests, or anyone attending the renter's function will result in immediate cancellation of event and loss of all monies paid.
- 4) All local noise and occupancy regulations must be observed at all times. The renter or any person or business providing services on behalf of the renter is required to comply with Montgomery County Code Chapter 31 B Noise Control at all times during the rental. Violators of the Noise Control Ordinance are subject to a civil penalty of up to \$500. Notification of a violation by County staff will result in immediate cancellation of event and loss of all monies paid.

- 5) The rental agreement does not include use of any equipment other than the items specified. Renters should bring any and all needed items including recreational equipment, kitchen equipment, tablecloths, public address systems, etc. Use of equipment must be approved by MVF in advance.
- 6) Smoking is not permitted in the building. Food and drink may be restricted to certain areas and are never permitted in the Lake Marion gym.
- 7) Rental of these facilities by businesses or individuals for profit is prohibited.
- 8) MVF reserves the right to deny rental where the program or use is either:
 - a) unlawful;
 - b) disorderly;
 - c) of a nature to invite disorder; or
 - d) otherwise deemed to be an unsuitable activity at the discretion of the Board of Directors of the Montgomery Village Foundation, Inc.

To Apply:

Individuals who wish to apply for rental of facilities should complete a "Facility Request Form" in its entirety and submit the form along with a \$25 application fee to the MVF Office. The \$25 application fee will be applied to the rental fee if the rental occurs, will be returned to the renter if the date requested is unavailable or if MVF cannot staff the rental, or will be forfeited if the renter cancels the rental at any point. Forms are available in the MVF office at 10120 Apple Ridge Road or online at www.montgomeryvillage.com.

To Contract:

Once the rental is scheduled, a contract, along with a noise control ordinance acknowledgement (if entertainment is requested), will be sent to the renter. The renter must return the signed contract, a noise control ordinance acknowledgement (if entertainment is included in rental request), and payment of the rental fee and the security deposit by the date noted on the contract cover letter. Checks should be made payable to: Montgomery Village Foundation.

Inclement Weather Cancellations: MVF reserves the right to cancel any and all programs at MVF community centers when it determines that unsafe conditions may exist. In this event, MVF would make every effort to make a decision as soon as possible, once weather conditions are predicted or known and notify the renter. Renter would receive a full refund of application fee, rental fee and security deposit.

If MVF does not cancel use of the facilities, cancellations by renter, as a result of weather conditions, will result in a refund of the security deposit and rental fee if MVF is notified a minimum of four (4) hours in advance of scheduled event. Notifications of less than four (4) hours may result in a loss of all monies paid.

Refunds: Refunds will be issued under the following conditions:

- 1) Emergency cancellation of rental by MVF - full refund of rental fee, application fee and security deposit.
- 2) Cancellation by applicant with 22 or more days notice - full refund of rental fee and security deposit. The application fee would be retained.
- 3) Cancellation by applicant with less than 21 days notice - full refund of security deposit and refund of rental fee minus 33% late cancellation charge. The application fee would be retained.

Refunds will be issued within 10 business days after verification that the checks have cleared our bank.

Security Deposit : A security deposit is collected against damage to the facility, activities that require additional security, and cleaning that must be performed by staff to ready the facility for the next user. At the conclusion of the event, the staff person on duty will inspect the facility. If additional cleaning was not needed, no damage reported, and the rental was not terminated for violation of contract, the security deposit refund will be mailed within 10 business days. If, however, the facility or equipment was damaged or required additional cleaning, the refund of the security deposit will be delayed until all costs associated with the damage are assessed. Damage in excess of \$250 will be billed to resident for payment within 30 days.

Fees: The fees for private rental of Lake Marion and North Creek are as follows:

Activity Rooms <u>or</u> Gym	\$50/hour
Entire Lake Marion Center (activity room and gym)	\$85/hour
Holiday Rental* (per room)	\$75/hour
Security Guards	\$35 /hour/guard
<i>MVF reserves the right to require the use of Foundation hired security guards as a condition of approval of any rental.</i>	
The Security Deposit for each facility is:	\$250

*The centers will be rented on the following holidays at a rate of \$75 per room per hour on a staff available basis: Easter Sunday, Memorial Day, Labor Day, Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve and New Year's Day. The centers are closed July 4.

Overtime Fees: Renters will be charged the hourly rental rate for every 15 minutes a renter exceeds their contracted rental time.

Facility Hours: 8 a.m. - 11:45 p.m. Minimum rental is 2 hours. Events must be scheduled to end by 11:00 p.m. with guests leaving the facility and grounds at that time. Renters and persons hired by them to provide services for the party, must be cleaned up and leave the facility and grounds by 11:45 p.m.

Access to the facility begins and ends at the times indicated on the facility request form. Rental fees do not include access to the facility prior to the event nor extended time for clean-up.

Rules:

Listed below are rules for the use of MVF centers by private users.

- 1) A staff person will be assigned to the event. The role of the staff person will be to provide access to the facility for the convenient and pleasurable use of the renter. He/she will unlock doors, turn on lights, provide access to storage areas for tables, chairs, furnish cleaning equipment, and monitor the rest rooms for adequate supplies. At the end of the event, the staff person will inspect the facility with the renter and lock up.
- 2) It is the responsibility of the renter to set-up and fully clean the areas used in the facility including rest rooms, hallways, the exterior of the building and trash, within the time frame indicated on the facilities request form. Additional time will be charged at the overtime rate of the hourly rental rate per every 15 minutes and deducted from the security deposit.
- 3) The renter will maintain control of his/her guests. At youth and teen parties, sufficient adults (age 21 and older) must be present to maintain a 1:10 ratio of adults to children at all times. The staff person is not responsible for maintaining order or providing recreational activities.
- 4) The MVF staff member will be present for the duration of the rental, and it is their responsibility to assure the renter complies with all aspects of the contract. If the staff or security guard determines the renter is in non-compliance they will notify the renter and ask them to bring the rental to compliance. If the renter continues to be in non-compliance, the staff person or security guard will issue a warning noting that if the rental is not brought into immediate compliance that the rental will be terminated and if necessary call police to assist. Rentals terminated due to non-compliance, will result in a loss of all monies paid.

Approved by MVF Board of Directors 8/22/91

Revised by MVF Board of Directors 7/26/01

Revised and Approved by MVF Board of Directors 7/24/03

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