

Rental Agreement

This Agreement made this _____ day of _____, 2009, by and between FARMINGTON VILLAGE AT SCHRAMM'S CROSSING ASSOCIATION, INC., a Maryland corporation, c/o RESIDENTIAL REALTY GROUP, 3600 Crondall Lane Suite 103 Owings Mills, MD 2111. ("Farmington") and _____ having an address of _____ Pasadena, Maryland (the "Renter"), who hereby represents to Farmington that he/she is a homeowner in Farmington Village at Schramm's Crossing Association, Inc.

Recitals

WHEREAS, Farmington owns and maintains the community house located at 8151 Bell Tower Crossing in Farmington Village at Schramm's Crossing, Pasadena (the "Facility"); and

WHEREAS, Farmington allows the property owners of Farmington Village at Schramm's Crossing to rent the Facility on an hourly basis for meetings, parties, and other functions as approved by the Board of Directors of Farmington Village at Schramm's Crossing, Association, Inc. (the "Board"); and

WHEREAS, the Renter desires to rent the Facility on an hourly basis from Farmington.

NOW, THEREFORE, in consideration of the forgoing recitals and for good and lawful consideration, the sufficiency and receipt of which is hereby acknowledged, the parties do hereby agree as follows:

1. Date of Event. Renter will have exclusive use of the Facility on _____, 20____, at _____. (the "Event"). The Facility must be evacuated immediately after the conclusion of the Event.

2. Fee. (a) Amount. Renter agrees to pay to Farmington a fee of **\$520.00**. This fee consists of a rental fee of \$220. (the "Fee") for four hours, and a refundable deposit fee of \$300.00. Each additional hour is \$30.00 prepaid, or \$60.00/hour if the party extends past the time originally scheduled. If additional inspection or cleaning services are required in an amount in excess of the Fee, the Renter shall reimburse Farmington for any and all such costs.

(b) Inspection. The Facility will be inspected within a reasonable period of time after the conclusion of the Event and will determine the nature and extent of any damages to the Facility.

(c) Time of Payment. Upon execution of this Agreement, the Renter shall tender a refundable deposit of \$300.00 to Farmington. The remainder of the Fee shall be tendered no less than three business days prior to the Date of Event set forth in paragraph 1. The Renter must also be in good standing with the Association (i.e. dues, etc.) in order to rent the Clubhouse. Any discovery will nullify the agreement and all monies will be returned.

3. Attendees. Not more than 165 persons may attend the Event or be on the premises of the Facility at any time. If the Event shall include table seating for the attendees, not more than 77 seats may be used.

4. Alcoholic Beverages. The Renter acknowledges that alcoholic beverages are not permitted on premises of the Facility and agrees to refrain from the use of any alcoholic beverages in connection with the rental of the Facility.

5. Facility Rules and Regulations. Renter hereby represents that the Renter has been provided with the "Clubhouse Rules and Regulations" (the "Rules"), a copy of which is attached hereto as Exhibit A, has read and understands them and agrees to abide by them. The Rules are made a part of this Agreement, provided, however, that to the extent there is any conflict between the terms of this Agreement and the Rules, the terms of this Agreement shall govern and control. A breach of the Rules shall constitute a breach of this Agreement.

6. As Is. The Facility is being rented to the Renter "As Is" and with all faults. Farmington makes no representations or warranties as to the fitness of the Facility for the uses intended by the Renter.

7. Assumption of Risk. Renter hereby assumes all risk associated with the rental and use of the Facility. Farmington assumes no liability for the rental of the Facility or any damages incurred in connection with such rental or use.

8. Indemnification. Renter agrees to indemnify Farmington against any loss, cost, liability or expense incurred by Farmington by reason of the Renter's breach of any provision contained in this Agreement. Renter further agrees to indemnify Farmington against any loss, cost, liability or expense incurred by Farmington as a result of any damage to the Facility caused during the Event and/or injuries suffered by any individual on the premises of the Facility during the Event, as well as any time before and after the Event.

9. Fees and Costs. If Farmington brings an action against the Renter to collect payment of any amount due under this Agreement, and if Farmington prevails in such action, the Renter agrees to reimburse Farmington for its litigation and collection costs, including, but not limited to, reasonable attorneys' fees.

10. Joint and Several Liability. In the event there exists more than one person described by the term "Renter", the liabilities and obligations of each such person under this Agreement shall be joint and several liabilities and obligations.

11. Severability of Provisions. If any provision or part of any provision of this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision or part hereof had never been contained herein, but only to the extent of its invalidity, illegality, or unenforceability.

12. Uncontrollable Circumstances. The failure of a party to perform its obligations under this Agreement due to the occurrence of an "Uncontrollable Circumstance" shall not constitute a breach by that party of its obligations. "Uncontrollable Circumstances" includes, without limitation, (1) an act of God such as a hurricane, tornado, severe winter storm, etc. (2) fire, explosion, power failure, flooding, and (3) any unexpected structural damage to the Facility.

13. Governing Law. This Agreement shall be strictly governed by and construed under the laws of the State of Maryland, and to the undersigned expressly acknowledge that this Agreement was executed and delivered to Farmington within the geographic boundaries of Anne Arundel County,

Maryland. Jurisdiction and venue in the enforcement or interpretation of this Agreement shall be appropriate in any court of competent jurisdiction located in Anne Arundel County, Maryland.

14. Use of Headings. The paragraph headings contained in this Agreement are used solely for convenience purposes and shall not be construed as a restriction or limitation of any of the terms of this Agreement.

15. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the matters contained herein and supercedes all existing agreements and all oral, written, or other communications between the parties concerning the subject matter of this Agreement. This Agreement may be modified or waived only by a separate writing signed by all parties.

16. Pool Use. Attendants of Clubhouse rental may not, under any circumstances use the pool. The homeowners deposit will automatically be forfeited and additional fines may apply.

By signing, I agree to abide by the rules set forth in this document regarding the use of the Farmington Village Clubhouse.

Renters Name (Print): _____

Renter's Signature: _____

Day Phone #: _____

Evening Phone #: _____

E-mail Address: _____

Date: _____

Witness Name (Print): _____

Witness Signature: _____

Date: _____

EXHIBIT A

FARMINGTON VILLAGE AT SCHRAMM'S CROSSING **HOMEOWNERS ASSOCIATION, INC.** **CLUBHOUSE RULES AND REGULATIONS**

Conduct

Members are considered to be “the head of the household” and spouse. Members, their families, and guests will conduct themselves in a proper and gracious manner while visiting the entire Farmington Recreation property, including all recreation areas. The management and staff may ask anyone, acting in an unbecoming manner, to leave the clubhouse property and will report such action to the General Manager. Members will be responsible for, not only their own actions, but also those of their family and/or guests and will be liable for any loss or damage to Clubhouse property caused by same. Any member or guest believed to be under the influence of alcohol and/or drugs will be refused services.

Minors

Children and guests of members under the age of 14 are not allowed in the Clubhouse areas unless accompanied by an adult.

Dress Code

There is a dress code for all Farmington Recreation areas and club activities at the Farmington Village Clubhouse. Shoes, shirts, and shorts/pants must be worn at all times when in the Clubhouse. Guests must adhere to the same dress code.

Personal Property

The Farmington Clubhouse will exercise reasonable diligence, but will not be responsible for loss or damage to members and guests' personal property, even though this property is checked or otherwise left at the club.

Parking Lot

Members and guests will observe the “NO PARKING” signs, handicapped parking and any other restricted parking zones. Individuals are to report any damage that you may cause to another vehicle or club property. The speed limit in the parking lot is 5 mph.

Soliciting

No soliciting of any kind will be permitted in the club or on club property.

Pets

Pets are not permitted

Balloons

If a balloon gets stuck in the ceiling fan, there will be a \$50.00 charge to the host/hostess for removal.

Guests

You are responsible for your guest's compliance to the Clubhouse rules and dress code. A member must accompany all guests.

Benefits of observing the Rules

Rules are for the benefit of members and their guests, so as to provide a comfortable and pleasant atmosphere for all.