



Thomas Choice Gardens Condominium

19401 Brassie Place, Montgomery Village, MD 20886

Phone: (301)948-7080 Fax: (888)253-7258

email: info@tcgcmv.com

CLUBHOUSE LEASE AGREEMENT

This Lease Agreement ("Lease") entered into this _____ day of _____, 20__ by and between Thomas Choice Gardens Condominium ("Lessor") and _____ ("Lessee")

Who resides at Address: _____

Contact Info: Home Phone: _____ Alt Phone: _____

Email: _____

Lessee is identified by Driver's License Number _____, whereby:

1. Lessor agrees to Lessee's use of the community clubhouse located within Thomas Choice Garden's Condominium (the "Clubhouse") for the period of time noted on this lease agreement.
2. **Lessee desires to lease from Lessor the Clubhouse on the _____ day of _____, 20__ from the hours of _____ to the hour of _____.**
3. While using the Clubhouse, Lessee agrees to comply with all Local, County, State and Federal Laws, and the Rules and Regulations of the Clubhouse. The Rules and Regulations of the Clubhouse are incorporated into this Lease, and constitute part of the Lease, as if the Rules and Regulations were enumerated herein. **FAILURE TO ABIDE BY THE RULES AND REGULATIONS WILL RESULT IN FORFEITURE OF THE ENTIRE SECURITY DEPOSIT.**
4. **SECURITY DEPOSIT:** At the time of booking the Clubhouse, the Lessee must deposit with the Lessor **Three Hundred and Fifty Dollars (\$350.00)** if a Thomas Choice Resident or **Four Hundred and Fifty Dollars (\$450.00)** if a resident of a neighboring community that will be held as security for the faithful performance by Lessee of all the terms and conditions herein. **This security deposit shall be returned to the Lessee after the event within 20 days, provided that the Lessee has fully and faithfully complied with all the terms and conditions set forth herein and the Rules and Regulations of the Clubhouse. The following will result in the loss of the entire security deposit:**
 - a) The police are called.
 - b) The party room, bathrooms, entryway, and grounds surrounding the center are not left in the same condition as they were upon arrival for the event.
 - c) Alcohol is served, consumed, or sold on the premise.
5. Any cleaning or repairs made necessary due to the negligence, by acts of commission or omission, of Lessee or Lessee's family, guests or invitees shall be paid by Lessee. This includes cleaning of the Clubhouse inside AND any trash left outside the Clubhouse. If cleaning and/or repairs are required in excess of one-half hour, the costs related to cleaning and/or repairs shall be deducted from Lessee's security deposit. Lessee shall be liable for any cleaning or repair costs that exceed the amount of the security deposit. Lessor shall submit an invoice listing the damage and repairs, along with attendant costs, to Lessee. Lessee shall render payment in full within ten (10) days of the date of invoice. Any fees not remitted within ten (10) days shall be assessed to Lessee's account and collected as an assessment. Any unpaid fees shall constitute a lien on the responsible owner's condominium unit.
6. **RENTAL FEE:** Lessee must remit to Lessor **Three Hundred and Twenty-five Dollars (\$325.00)** for use of the Community Room on a weekend if Thomas Choice Resident or **Three Hundred and Seventy-five Dollars (\$375.00)** if a resident of a neighboring community for a rental for up to **5 hours**, and an additional **Fifty Dollars (\$50.00)** each hour



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thereafter, for a maximum rental of 8 hours. The rental fee should be made payable to **THOMAS CHOICE GARDENS CONDOMINIUM (TCGC)**. This fee must be submitted in the form of a check or money order and is not refundable.

7. Both deposit and rental fee checks will be deposited to the bank. Any personal checks returned by a bank for non-sufficient funds or for any other reason, shall be assessed an additional charge of thirty dollars (\$30.00). This fee shall be billed to Lessee's account and collected as an assessment. Any unpaid fees shall constitute a lien on the responsible owner's condominium unit. The deposit will be mailed within 30 days after the inspection of the party room is completed and passed.

8. Lessor reserves the right to appoint Community Host(s) to observe private functions. The Community Host(s) shall not participate in a private function, but shall merely serve as the Community's representative to ensure the orderly progress of the function.

9. Lessee agrees that the Premises shall not be used for any improper, illegal or immoral purpose, nor will Lessee use, permit or suffer the same to be used by any person(s) in any noisy, dangerous, offensive, illegal or improper manner. Lessee shall not make or permit to be made any disturbing noises or permit any activity, which will unreasonably interfere with the rights, comforts or conveniences of the residents of Thomas Choice Gardens Condominium. ***NO alcohol may be on the premises.***

10. Lessor shall not be liable in any manner for loss of damage of personal property or goods brought to the Clubhouse. Lessor shall not be liable for any damage or loss of such property arising from the acts of negligence of any person(s) or from any other cause whatsoever. Lessee agrees to remove the same immediately following the conclusion of the event. Lessee's property shall be kept and remain on the premises at Lessee's sole risk.

11. Lessor shall be held harmless from and against any and all losses, claims or damage by reason of any accident, injury or damage to any person occurring on or about the premises, unless caused by or resulting from the negligence of Lessor or Lessor's agents, Representative or employees.

12. Lessee shall restrict his guests and invitees to the Clubhouse. ***Use of the areas outside the Clubhouse is STRICTLY PROHIBITED.***

13. Lessee is hereby granted permission to use Lessor's parking spaces located near the Clubhouse for the purpose of event parking for family, guests and invitees.

14. Lessee shall keep ALL doors accessible in case of an emergency.

15. Lessee acknowledges and agrees that Lessee has received the Clubhouse and all of its equipment in working condition and the Lessee shall take care of the premises and the fixtures and equipment therein, and upon expiration of this Lease will leave the premises in as good condition as when first occupied by Lessee, including restoring the thermostat to its original temperature of 68 degrees in the winter and 72 degrees in the summer. Ordinary wear and tear excepted.

16. This Lease or any of the obligations hereunder may not be assigned to any other party without the prior written consent of Lessor.



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17. This Lease constitutes the entire agreement between the parties and supersedes any and all prior agreements and communications with respect to its subject matter. This Lease may not be changed or modified except by in writing and signed by both parties and shall be governed by the Laws of the State of Maryland.

18. In the event a lawsuit becomes necessary to enforce any of the terms of this Lease, such lawsuit shall be filed in Montgomery County, Maryland. The prevailing party shall be entitled to costs and attorney's fees.

IN WITNESS WHEREOF, the parties have executed the Lease on the date indicated above.

Type of Event:	Lessee Name:
Office Use From Here Down: Date of Approval:	Address:
Approved By:	Date:
Signature:	Signature:

Office Use From Here Down:

Deposit Received: \$ _____ Check Number: _____ Date: _____

Final Payment Amount: \$ _____ Due Date: _____

Final Payment Amount Received: \$ _____ Check Number: _____ Date: _____

Deposit Refund Amount: \$ _____ Check Number: _____ Date: _____