

**EXHIBIT A**  
**TERMS AND CONDITIONS FOR USE OF HISTORIC OAKLAND**

1. Use of Historic Oakland is limited to the contractually agreed-upon use, space, and time. Lessee, Guests, and Vendors are prohibited from access to the premises outside the contracted set-up, event, and clean-up time. There will be no access prior to or after the contracted time. Lessee must be on the premises during the entire event. Any modification to this Contract must be in writing, authorized by and signed by Town Center Community Association (TCCA) management.
  2. Valid photo identification with current address is required of all Lessees for Social Rental Contracts.
  3. Lessee is responsible for keeping the number of people attending the event at or below the maximum number specified on the Contract. The number of guests permitted is determined by the Howard County Fire Marshal. Failure to do so will result in termination of Lessee's event and forfeiture of security deposit.
  4. Oakland's curfew is 11:00 PM on Sunday, Monday, Tuesday, Wednesday, and Thursday and 12:00 AM (midnight) on Friday and Saturday nights. This curfew represents the time all guests/crews must exit the building.
  5. In accordance with the Howard County Noise Ordinance, amplified sound shall not exceed 65 decibels prior to 10:00 PM and 55 decibels during 10:00-11:00 PM. Lessee will be made aware of the Howard County Noise Ordinance as well as Oakland's policies.
  6. Oakland is in a residential area. Please be sure guests do not park in nearby condominium parking lots.
  7. The foyer is public access for all guests of the facility. Guests must be able to access both the front door and the staircases.
  8. To protect both Lessee and TCCA, a security deposit must be paid along with the rental balance when it is due. The security deposit may be refunded within thirty (30) days of the event if no damage occurred and provided that security deposit payments have cleared TCCA's bank. Reasons for forfeiture of the security deposit or a portion of it shall include, but not be limited to, the following: damage beyond reasonable wear and tear; failure to leave Oakland in a clean condition; failure to abide by contracted hours; damage by guests or Lessee; missing items belonging to TCCA; dirty silverware/dishes/glasses left on the premises, pouring hot water on the lawn; dumping food scraps on the grounds; use of confetti, etc.; and failure to abide by all the Terms and Conditions. If TCCA management keeps all or part of the security deposit, Lessee may object in writing up to two (2) weeks after notification. TCCA management will reconsider at its sole discretion.
  9. Lessee is financially responsible for damage to the Oakland facility and grounds. If damage occurs, Lessee's security deposit will not be returned. Additionally, Lessee will be billed TCCA's cost for repair or replacement.
  10. For the purpose of outlining the responsibilities regarding the use of the premises by either a caterer or the Lessee, TCCA management requires a walk-through with the caterer (if there is one) or the Lessee (if self-catering) for any and all food functions at Oakland. Any caterer must have a Certificate of Insurance for General Liability and Workers' Compensation in the amounts required by the Columbia Association (owner of the Oakland facility).
- If Lessee does not hire a caterer (if self-catering), a professional clean-up crew (with liability insurance) must be hired and must be approved through TCCA management at least six (6) weeks prior to the event.** The building must be left in a clean condition. The Lessee and/or caterer will be required to provide all personnel, food, drinks, linens, tableware, etc. Unless prior permission has been granted by TCCA, all materials and equipment brought in by Lessee and/or the caterer must be removed immediately after the event. Under no circumstances may dirty dishes, cutlery, glassware, etc., be left on the premises. TCCA's chairs and tables shall not be moved to outside areas. TCCA's chairs and tables used on the Veranda must be brought into the building after the event. Lessee's caterer and vendors may have access to the building *only within the time frame Lessee has contracted for.*
11. Oakland's kitchen is a catering / warming kitchen, which requires all cooking to be done off-premise. Equipment includes Ice machine, warming oven, convection oven, refrigerator, 3-compartment sink, hand-washing sink, commercial microwave oven, counters, freezer, and ramp access to the kitchen. Client, caterer or cleaning crew will provide all cleaning supplies.

\_\_\_\_\_Initials of Lessee

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12. Lessee is responsible for the removal of all trash from the premises within the contracted time. Historic Oakland will provide initial trashcan liners; however, all additional trashcan liners must be provided by client/caterer.
13. TCCA's chairs and tables may **not** be used outside of the facility; however, they may be used on the Veranda. Floor plans must conform to fire department regulations. Any equipment rented for Lessee's event (other than from TCCA's rental vendor) must be removed immediately at the end of the event. **Oakland staff is not responsible for set-up or removal of outside rental equipment.**
14. The facility shall not be used for admission-charging events, except those contracted by a bona fide 501-c-3 non-profit organization, with authorization by TCCA management. If liquor (including beer and wine) is served for purchase or is included in ticket sales, a one-day liquor license must be obtained by the Lessee from the Board of License Commissioners (Liquor Board). Applications are available on the Howard County website ([howardcountymd.gov](http://howardcountymd.gov)). Lessee does not need to apply for a liquor license for a private party (e.g., Wedding Reception or Bar Mitzvah). Service of alcoholic beverages must be discontinued at least 30 minutes before the end of the event to protect Lessee, guests, and local residents. If any guests become intoxicated or impaired, Lessee will be responsible for making arrangements for such guests to be transported home. In no event shall Lessee allow an intoxicated or impaired guest to drive away from the event.
15. Oakland is a non-smoking building. There are designated urns outside which may be used as ashtrays. Howard County Smoking Law #45 carries stiff penalties for each violation, which will be the financial responsibility of Lessee.
16. Howard County law requires that all candles be encased in a globe (e.g., hurricane lamp) or in tall votives at least two inches higher than the flame. Any use of a flame of any kind must be discussed and approved in advance by TCCA Management.
17. Nothing may be affixed to any wall on the premises. This includes, but is not limited to, tape, nails, screws, wire or any other device. Lessee is required to clear the use of any decorations through TCCA management.
18. When a federal holiday falls on a weekday, SUNDAY rental rates apply.
19. Objects such as, but not limited to, sparklers, tinsel, glitter, fresh flower petals, and confetti MAY NOT be used inside or outside at Oakland. Using these materials will result in loss of security deposit.
20. Children and Teens at Lessee's event must be supervised at all times while on Oakland premises. Client is required to provide 1 supervising adult (over 18 years of age) for every 10 children under the age of 18.
21. Any equipment delivery must be made to the ramp access of Oakland and checked in with TCCA management. All equipment on the premises available for use by the Lessee is provided "as is", and TCCA disclaims all warranties, both expressed and implied. Furthermore, TCCA shall have no liability for any damages incurred by Lessee as a result of any failure of such equipment, regardless of the cause of said failure, and specifically, TCCA shall not be responsible for any incidental or consequential damages as a result of any such equipment failure.
22. The patio shall be tented April through October. Arrangements to use and pay for the tented back patio and any rental tables and chairs for the tented patio must be made through the owner and operator of the tent. Special rates for our Lessees will apply when placing an order.
23. For reasonable cause, TCCA reserves the right to refuse or cancel Contracts and shall not be liable for any damages as a result of cancellations. TCCA will issue such cancellation notice as far in advance as possible, but reserves the right to cancel a Contract at any time in the case of breach of Contract or in cases of national or state emergencies where Oakland has to be used for the general welfare, or Acts of God, and the Lessee agrees that TCCA shall not be liable for any loss to the Lessee resulting from such cancellation. Valid reasons for cancellation shall include the providing of false information by Lessee, using the facility for other than the stated purpose in the Contract, or the need for Howard County Police Department assistance due to conduct of Lessee.
24. If a payment check is returned by TCCA's bank, a \$40.00 returned check fee will be assessed for immediate payment.

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