

## TERMS AND CONDITIONS FOR USE OF THE MEETING HOUSE

1. The security deposit must be paid at the time of the signing of the Contract. If the deposit and signed contract are not received by the due date, Oakland Mills Interfaith, Inc. (OMI), reserves the right to rent the premises to another party.
2. Room rental fees are due four weeks in advance of scheduled event. **\*Returned checks are subject to a \$30.00 fee.\***

### CANCELLATION AND REFUND POLICY:

|                               |   |   |
|-------------------------------|---|---|
| over 30 days before the event | - | full refund of any monies paid                  |
| 15-30 days before the event   | - | no refund of security deposit; 50% of room fees |
| 0-14 days before the event    | - | no refund of security deposit or room fees      |

3. The security deposit will be refunded within approximately three weeks after the date of usage provided the premises, and equipment are left in satisfactory condition. OMI reserves the right to deduct from the deposit an amount necessary to cover the costs of excessive clean up and the cost of repairs or replacements of any property, or for activities which start 30 minutes before and/or run 30 minutes beyond the contracted time. If the security deposit does not fully cover these costs, the user will be billed for the difference, and future use of the facility will be denied until these costs are paid. Groups using the facility are responsible for any and all damages that occur due to their use of the facility.
4. Space must be rented from the time that access is needed to the room until the conclusion of the event. Please assure that you, have booked enough time in advance of the start of your event for your caterer, florist, musicians, etc. **OMI reserves the right to make reasonable additional charges for activities which start 30 minutes before and/or run 30 minutes beyond the contracted time.**
5. Smoking is not permitted inside or within 20 feet the facility.
6. If decorations are contemplated, the Facility Manager must be notified of the nature of the decorations and written permission obtained. Nothing may be affixed to any walls or ceilings; nails, screws, and/or tape are not permitted for hanging decorations. **The use of glitter and confetti is prohibited and use of it will lead to deductions of all or part of the security deposit.** Under no circumstances will any groups make any structural or electrical alterations to the building, and under no circumstances are pyrotechnics allowed in the building or as any part of any event. OMI requires a finalized floor plan for the event 14 days prior to function. Changes to the setup on the day of usage may result in special setup fees.
7. **Helium balloons are prohibited in the building because they may interfere with our life safety/fire detection system and their use inside the facility can result in a false fire alarm being triggered with a full firefighter response from the Howard County Fire Department. Failure to abide by this prohibition can result in a False Alarm fine of up to \$1,000 which will be passed along to the responsible party of the event as listed in this rental agreement.**
8. Renter must use an insured, licensed caterer or food provider. All caterers/food providers must have a certificate of insurance with general liability for their operations in an amount of at least

\$1,000,000, on file at The Meeting House prior to the function. Renter may be assessed a fee due to excessive volumes of trash, usually the result of box lunches.

9. If alcohol is being served at an event the Renter must have a caterer which has the proper insurance for the event, including liquor liability insurance of at least \$1,000,000. NO ALCOHOL WILL BE PERMITTED WITHIN THE BUILDING UNLESS ALL PAPERWORK IS COMPLETED AND ON FILE AT THE MEETING HOUSE A WEEK PRIOR TO EVENT.
10. OMI assumes no responsibility for the personal property of the renter and, unless prior permission has been granted, renter will remove all personal property from the premises at the end of the reservation time.
11. **It is the Renter's responsibility to ensure that all governmental requirements and guidelines with regard to COVID-19 that are in place at the time of the event, including, where applicable, social distancing and use of personal protective equipment, and all OMI COVID-19 related policies and procedures are maintained and enforced at their event. OMI's COVID-19 Policies and Procedures are attached as "Exhibit A."**
12. Renters are required to maintain an accurate list of all event attendees and provide this list to OMI upon request. Renters are also encouraged to have attendees certify that they have not experienced any COVID-19 leading up to the event and have not been in close contact (as defined by the CDC) with who is COVID-19 positive within 14 days of the event. Please see sample "Attendee Screening Questionnaire" attached as "Exhibit B."
13. No event will be permitted to be disruptive to other events scheduled within the rented premises. Microphones are available for use with the in-house public address system only. If the event is disruptive, OMI reserves the right to shut down the event and/or ask disruptive individuals to leave the facility. Should OMI be forced to shut down an event based on the behavior of the Renter and/or Renter's guests, no fees will be returned to the Renter.
14. For reasonable cause, OMI reserves the right to refuse or cancel contracts.
15. Contracts are not transferable. The Contract cannot be modified in any way without advance notification and written approval of OMI.
16. In signing this Contract, the renter agrees to conform to the fire code regulations stipulated for each room. Failure to conform to the stated fire code maximums will result in the immediate cessation of the booking, as determined by the designated representative or staff member of OMI. If such an occasion should arise, no fees will be returned to the renter.
17. **SNOW POLICY:** If Renter is planning an event on a date which snow is probable (generally December through February), Renter may opt to take advantage of our snow policy. A second date is booked and held as a "snow date." If there is snow on Renter's original date Renter may opt to use the "snow date." However, if The Meeting House is open and running on time on the original date; Renter will be billed for both dates.
18. **FORCE MAJEURE.** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Contract, for any failure or delay in fulfilling or performing any term of this Contract, when and to the extent such failure or delay is caused by or results from the following force majeure events ("**Force Majeure Events**"): (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist

threats or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of this Contract; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns, or other industrial disturbances; (i) shortage of adequate power or transportation facilities; (j) pandemic, or (k) other similar events beyond the reasonable control of the party affected by the Force Majeure Event. The affected party shall give notice within ten (10) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The affected party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized and shall resume performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event of a Force Majeure Event, the event may be rescheduled, with Renter responsible for any additional cost for the rescheduling of the event.

19. Renter agrees to indemnify and hold OMI harmless from and against any and all costs, losses or expenses, including reasonable attorneys' fees, that OMI may incur by reason of any third-party claim or suit arising out of or in connection with Renter's material breach of this Contract, as well as the negligence, gross negligence, or intentional misconduct of Renter, its employees, agents, and representatives, contractors or subcontractors, including the employees and representatives of said contractors or subcontractors, if any.
20. This Contract and any dispute arising under or relating to it directly or indirectly shall be governed and interpreted under Maryland law, without giving effect to its conflict of law provisions and all actions brought under this Contract shall be brought in Howard County, Maryland. If OMI must take any action including to send a notice of default or to pursue enforcement of this Contract, whether or not a legal action or other proceedings is commenced, OMI shall be entitled to recover its reasonable attorneys' fees and other costs incurred, in addition to any other relief to which it may be entitled, provided it is the prevailing party. The prevailing party shall be determined based upon an assessment of which party's arguments or positions could fairly be said to have prevailed over the other party's arguments or positions on major disputed issues. Such assessment should include evaluation of the following: the amount of the net recovery; the primary issues disputed by the parties; whether the amount of the award comprises a significant percentage of the amount sought by the claimant; and the most recent settlement positions of the parties.

## EXHIBIT A

### OMI COVID-19 POLICIES AND PROCEDURES: MARYLAND PHASE II

These guidelines may be updated when there are changes to Federal, State and County requirements

Given the ongoing COVID-19 pandemic and the need for Oakland Mills Interfaith, Inc. (OMI) to adapt its policies and practices to the current conditions, OMI has developed a set of rules to maintain the health and well-being of all of us, our tenants, visitors and business associates and to maintain business operations during this time. **Each Occupant Group is responsible for ensuring their members, employee, and guests follow proper COVID-19 precautions as set for by State and Local authorities and the CDC.**

The following are the policies which OMI has put in place, until further notice. OMI continues to monitor available U.S. Center for Disease Control and Prevention ("CDC") and Occupational Safety and Health Administration ("OSHA") guidance on the virus. The policies are subject to change based on further

information provided by the CDC, OSHA, and other public officials. If there are any questions about these policies or COVID-19, please contact Michael Shaw at [m\\_shaw@ominterfaith.org](mailto:m_shaw@ominterfaith.org).

## 1. **Symptoms, Exposure, Positive Tests, and Reporting**

(A) ***Symptoms of COVID-19.*** All individuals should familiarize themselves with the symptoms of COVID-19. Some of the symptoms of COVID-19 as identified by the CDC as of the date of this Policy are:

- Recent onset of Fever
- Recent Cough
- Recent onset of Shortness of breath or difficulty breathing
- Recent loss of taste or smell

The CDC's list of symptoms can be found here: <https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html>.

(B) ***If You, as responsible party for the event, Develop Symptoms.*** If you develop any of the symptoms of COVID-19, DO NOT GO TO THE MEETING HOUSE. Notify Michael Shaw at [m\\_shaw@ominterfaith.org](mailto:m_shaw@ominterfaith.org) by email, providing a detailed message. An individual that has developed symptoms should follow the instructions of their healthcare professional but is generally expected to self-quarantine for at least 14 days beginning as soon as the individual becomes aware of the symptoms and continuing consistent with the requirements set forth in subsection (1)(D) of this Policy. Absent a negative test for COVID-19 or a note from a qualified healthcare provider, the individual will not be permitted into The Meeting House for 14 days and, at a minimum, 3 days since recovery and 10 days since symptoms first appeared.

(C) ***If You, as responsible party for the event, Come into Close Contact with Someone Who Has Symptoms or Tested Positive for COVID-19.*** If you come into close contact with persons exhibiting these symptoms who suspect that they have COVID-19 or with a confirmed diagnosis, DO NOT REPORT TO THE MEETING HOUSE. Notify Michael Shaw at [m\\_shaw@ominterfaith.org](mailto:m_shaw@ominterfaith.org) by email, providing a detailed message. "Close contact" is defined as (a) being within approximately 6 feet of a person with COVID-19 for a prolonged period of time (such as caring for or sitting within 6 feet of the infected individual for more than 10 minutes); or (b) having unprotected direct contact with infectious secretions or excretions of the infected individual (e.g., being coughed on, touching used tissues or other items which may carry the virus with a bare hand). Close contact does not include contact with a person who themselves has been in close contact with a person who is suspected of having COVID-19 or has tested positive but does include those people with whom you live. An individual that has come into close contact (as defined above) with a confirmed-positive COVID-19 individual should follow the instructions of a healthcare professional but is generally expected to self-quarantine for 14 days from the last date of close contact with that individual, beginning as soon as the individual becomes aware of the exposure. The individual will not be permitted into The Meeting House for 14 days or longer if the individual is positive or presumptively positive for COVID-19.

(D) ***If You, as responsible party for the event, Test Positive for COVID-19.*** An individual who tests positive for COVID-19, or who is awaiting test results, should follow the instructions of a healthcare professional and will be directed to self-quarantine. DO NOT REPORT TO THE

MEETING HOUSE; notify Michael Shaw at [m\\_shaw@ominterfaith.org](mailto:m_shaw@ominterfaith.org) by email, providing a detailed message. An individual who tests positive and is isolating but not admitted to a hospital may return to The Meeting House as permitted by the CDC's guidelines (<https://www.cdc.gov/coronavirus/2019-ncov/hcp/disposition-in-home-patients.html>), but in no event sooner than 14 days from the date of his or her first positive test. The individual may be required to provide documentation before returning to The Meeting House, depending upon the circumstances. Individuals who test positive and have been hospitalized may return to The Meeting House when directed to do so by their medical care provider. The individual may be required to provide documentation clearing their return to The Meeting House, depending upon the circumstances (<https://www.cdc.gov/coronavirus/2019-ncov/hcp/disposition-hospitalized-patients.html>). If OMI learns that an individual has tested positive, OMI may conduct an investigation regarding individuals that may have had close contact (defined above) with the confirmed-positive individual in the prior 14 days. Those individuals that have had close contact with the confirmed-positive individual should self-quarantine for 14 days from the last date of close contact with the carrier.

## **2. Confidentiality/Privacy**

Except for circumstances in which OMI is legally required to report occurrences of communicable disease, the confidentiality of all medical conditions will be maintained in accordance with applicable law and to the extent practical under the circumstances. When it is required, the number of persons who will be informed of an individual's condition will be kept at the minimum needed not only to comply with legally-required reporting, but also to assure proper care of other individuals and to detect situations where the potential for transmission may increase. OMI reserves the right to inform individuals that an individual (without disclosing the person's name) has been diagnosed with COVID-19 if individuals might have been exposed to the disease, so that individuals may take measures to protect their own health.

## **3. Safety Protocols**

OSHA and the CDC have provided the following control and preventative guidance to all individuals, regardless of exposure risk, which are incorporated in this policy:

- Frequently wash your hands with soap and water for at least 20 seconds. When soap and running water are unavailable, use an alcohol-based hand rub with at least 60% alcohol.
- Avoid touching your eyes, nose, or mouth with unwashed hands.
- Follow appropriate respiratory etiquette, which includes covering for coughs and sneezes.
- Avoid close contact with people who are sick.

With this in mind, OMI has prepared operational guidance and rules. This guidance will be updated as required and as conditions permit.

- Any Federal, State and County requirements and guidelines must be followed by all individuals entering the building.
- Face masks are required upon entry and while in the facility until further notice. The exception is within the confines of a private office when alone, or while eating. Those refusing will be asked to leave. Those refusing to leave will be informed that the police will be called to remove them for trespassing. Once facemasks are no longer required inside by Federal, State or County agencies,

the facility may extend this requirement based on the latest CDC and OSHA guidance and at the discretion of OMI.

- Individuals should practice social distancing at and around The Meeting House whenever possible. To ensure enforcement, a joint effort from OMI management and staff, and Occupant Groups will be required. Occupant Groups are responsible for enforcing social distancing within their services. OMI Staff will help as they are able to promote social distancing by helping occupant groups create social distant setups where possible.
- A 30-minute buffer will be required between events, in order for disinfecting to occur. The process for disinfecting will be determined by OMI Management in concert with the Board.
- It will be each Occupant Group's responsibility to ensure all Federal, State and County requirements are upheld in their event.
- OMI will provide hand sanitizer within the facility, assuming the supplies can be obtained. This will include one at front entrance and one at restroom wall. It is strongly suggested that occupant groups acquire and maintain hand sanitizer for their events at the entrance table to their room.
- OMI will provide signage at entrance and at restrooms. To assist with proper distancing, OMI will provide tape on floors in common areas that may lead to congested areas. OMI will close off certain restroom sinks, urinals and stalls according required restroom capacities.
- OMI will double up on staff at high use times. One staff person will serve to ensure anyone entering facility is properly masked, other OMI staff will sanitize restrooms and common touch spots in the common areas.
- Food and Drink will be permitted in the facility, only if allowed by Federal, State and County guidelines.
- Before any event, the responsible party for the event will notify its members that they should not enter the facility if they experience any of the symptoms outlined above or any symptoms identified by the CDC as symptoms that are indicative of a COVID-19 infection. Additionally, we encourage occupant groups to make remote access available for their event so that individuals who have symptoms or do not feel comfortable attending in-person events may participate.

In addition, each occupant group may wish to institute their own policies within their event, either in keeping with Federal, State and County guidelines, or as more stringent policies. These may include such things as: ensuring no paper is used in the event room), ensuring proper microphone use and sanitation take place in between use within an event, proper entrance and exiting of rows takes place during their event, proper communication of any required behavior is done by the responsible party for the event.