



## **X. Facility Usage Policy**

### **1. Purpose**

The purpose of this Facility Usage Policy ("Policy") is to establish clear, consistent, and enforceable guidelines for the use of facilities owned or managed by the Southern Maryland Association of REALTORS® ("SMAR" or the "Association"). This Policy ensures appropriate use of Association facilities, protects Association assets, and supports the Association's mission, governance standards, and professional obligations.

### **2. Ownership and Authority**

All facilities are owned or controlled by the Association, a Maryland nonprofit corporation. The Association retains full authority over the scheduling, approval, use, supervision, and enforcement of all facility rentals. The Chief Executive Officer ("CEO") or the CEO's designee is authorized to administer this Policy, approve or deny requests, establish and assess usage fees, and impose reasonable conditions based on the nature, scope, and risk of the proposed facility use.

### **3. Eligibility**

Facility usage privileges may be extended, subject to approval, to the following groups in good standing:

- Real estate brokerages
- REALTOR® members
- Annual sponsors
- Affiliate companies and/or affiliate members
- Non-member organizations

The Association reserves the right to deny, revoke, or restrict facility use if a proposed event is inconsistent with the Association's mission, policies, professional standards, or legal obligations.

### **4. Priority of Use**

Facility scheduling priority shall be granted in the following order:

1. Association-sponsored activities and programs
2. Brokerage-related events
3. REALTOR® member events
4. Sponsor member events
5. Affiliate member events
6. Approved non-member events

Association activities may preempt previously scheduled facility usage when necessary to fulfill the Association's mission or operational needs. In such cases, the Association will provide reasonable notice and address fees in accordance with the cancellation provisions of this Policy.



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### **5. Permitted and Prohibited Uses**

#### *Permitted Uses (No-Cost Basis)*

- Sales meetings for brokerages and agents of the reserving brokerage
- Training courses or educational events for brokerages and agents of the reserving brokerage
- Training courses or educational events hosted or conducted by sponsors within the scope of their annual sponsorship benefits (e.g., lunch-and-learn programs)
- REALTOR® member real estate–related education and professional events

#### *Permitted Uses (Fee-Based)*

- Sales meetings for brokerages and open to any SMAR member in good standing
- Training courses or educational events for brokerages and open to any SMAR member in good standing
- Training courses or educational events hosted by sponsors outside the scope of their annual sponsorship benefits
- Affiliate member training courses or educational events
- REALTOR® member non-real estate–related education and events

#### *Prohibited Uses*

- Political campaigning, advocacy, or fundraising
- Activities that violate federal, State of Maryland, or local laws
- Events that discriminate against or violate fair housing or civil rights laws
- Activities that create unreasonable risk, disruption, or potential damage to Association property or reputation

The Association reserves the right to immediately terminate any event that violates this Policy.

### **6. Reservation and Approval Process**

- All facility usage requests must be submitted in writing using the Association’s approved form
- Reservations are not confirmed until approved by the Association and all required payments and documentation are received
- The Association may require execution of a Facility Usage Agreement as a condition of use

### **7. Rental Fees and Payment**

- Fees shall be established and periodically reviewed by the Association and approved by the Board of Directors
- Fees may vary based on room size, duration, membership status, time of use, and nature of the event
- Full payment is required prior to facility use unless otherwise approved in writing
- Fees are non-refundable except as expressly provided in this Policy or the Facility Usage Agreement



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### **8. Cancellations**

- All cancellations must be submitted in writing
- Refunds, if any, shall be issued in accordance with the Association's cancellation schedule
- Failure to comply with this Policy or related agreements may result in cancellation without refund

### **9. Insurance Requirements**

The Association may require users to provide proof of insurance based on the nature and risk of the event.

When required:

- Commercial General Liability insurance must provide minimum coverage of \$1,000,000 per occurrence and \$2,000,000 aggregate
- SMAR, its directors, officers, employees, volunteers, and agents must be named as Additional Insureds
- Coverage must be issued by a carrier authorized to conduct business in the State of Maryland

Failure to provide required insurance documentation may result in cancellation without refund.

### **10. Liability, Indemnification, and Hold Harmless**

To the fullest extent permitted by Maryland law, the permitted user agrees to indemnify, defend, and hold harmless SMAR, its directors, officers, employees, volunteers, and agents from and against any and all claims, demands, causes of action, liabilities, damages, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or related to the permitted user's use or occupancy of the facilities, or the acts or omissions of the permitted user, its agents, employees, contractors, vendors, or attendees, except to the extent caused by the sole gross negligence or willful misconduct of SMAR.

#### *Limitation of Liability and Assumption of Risk*

Use of the Association's facilities involves inherent risks. To the fullest extent permitted by Maryland law, permitted users voluntarily assume all risks associated with facility use. SMAR shall not be liable for injury to persons or damage to or loss of personal property belonging to the permitted user or any event participant, except to the extent caused by the gross negligence or willful misconduct of SMAR.

### **11. Use of Facilities and Conduct**

Users are responsible for:

- Compliance with all Association policies, procedures, and staff instructions
- Proper supervision and conduct of all attendees
- Leaving facilities in a clean, safe, and orderly condition

The Association may assess charges for damage, repairs, or excessive cleaning.



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### **12. Alcohol, Food, and Vendors**

- Alcoholic beverages are prohibited unless expressly approved in writing by the Association
- Users must comply with all applicable Maryland laws and regulations, including those enforced by the Maryland Comptroller and local licensing authorities
- Alcohol may not be sold unless properly licensed
- Proof of host liquor liability insurance with limits acceptable to SMAR may be required
- The Association reserves the right to require licensed and insured bartenders
- All vendors, caterers, instructors, and service providers must comply with Association policies and may be required to provide proof of insurance

### **13. REALTOR® Code of Ethics and Non-Endorsement**

All activities conducted within Association facilities must comply with the REALTOR® Code of Ethics and applicable professional standards.

Use of Association facilities does not constitute or imply endorsement of any user, event, product, or service unless expressly authorized in writing by the Association.

### **14. Right of Refusal**

SMAR reserves the right, at its sole discretion, to refuse, cancel, or revoke facility use if an event is determined to be inconsistent with the Association's mission, policies, professional standards, or legal obligations.

### **15. Enforcement**

Failure to comply with this Policy or any Facility Usage Agreement may result in, without limitation:

- Immediate termination of facility use
- Loss or suspension of future usage privileges
- Assessment of fees, damages, or related costs

### **16. Attorneys' Fees**

In any action or proceeding arising out of or related to this Policy or any Facility Usage Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, to the extent permitted by Maryland law.

### **17. Governing Law and Venue**

This Policy shall be governed by and construed in accordance with the laws of the State of Maryland. Venue for any legal action arising from this Policy shall lie exclusively in a court of competent jurisdiction within the State of Maryland.

### **18. Severability**

If any provision of this Policy is held to be invalid or unenforceable under Maryland law, such provision shall be severed, and the remaining provisions shall continue in full force and effect.

### **19. Policy Review and Amendment**

This Policy shall be reviewed periodically and may be amended by the Board of Directors of the Southern Maryland Association of REALTORS®.