



AMENITIES FLOOR EXCLUSIVE USE RULES & REGULATIONS

NOTE: The Amenities Floor Reservation Form, a copy of which is attached to these Rules & Regulations, must be completed in full in order initiate the reservation process for the exclusive use of any portion of the Amenities Floor.

Your Reservation is NOT confirmed until the required License Agreement, a copy of which is attached to these Rules and Regulations as Exhibit B is ratified by or on behalf of the Board of Directors & you receive an email confirmation from management with copies of both the signed Reservation Application & the signed License Agreement.

Pursuant to its powers and duties under Article 3, Section 3.2 (a), (n), (p) and (u) and the authorities under the Maryland Condominium Act, Section 11-109(d), the Board of Directors has determined that Unit Owners and tenants of any Unit ("Tenant") may arrange for limited exclusive use of certain portions of the Common Elements of the Condominium located on the Amenities Floor for personal events. As the amenities located on the Amenities Floor are Common Elements available for use by all of the Unit Owners, Tenants and other residents of the Condominium, any exclusive use by a Unit Owner or Tenant of any portion of the Amenities Floor for a private event shall be subject to reasonable restrictions imposed by the Council of Unit Owners regarding such use. The Board of Directors has determined that the following Rules and Regulations shall govern all requests for exclusive use of the Common Element amenities and shall further govern all private events for which the Common Element amenities are reserved. Capitalized terms used herein shall have the meaning ascribed to them in the Condominium Declaration. The Four Seasons Private Residences Baltimore is the "Condominium."

1. No exclusive use of any portion of the Amenities Floor may be arranged unless the Unit Owner or Tenant submits written request to the Residential Services Office at least one (1) week in advance of the proposed event by submission of the Reservation Application attached hereto as Exhibit A.
2. Reservation for the exclusive use of any portion of the Amenities Floor may be made by a Unit Owner or a Tenant and shall be subject to all covenants and restrictions as set forth in the Declaration and Bylaws for Harbor East Tower Condominium, Baltimore, Maryland and, if applicable, the covenants and restrictions set forth the Declaration and Bylaws for the Harbor East Parcel D Master Condominium as well as these Rules and Regulations. The Board of Directors, in its reasonable discretion, may allow for certain limited exclusive use of portions of the Amenities Floor to third parties subject to restrictions and costs imposed as the Board of

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Directors may determine in its discretion. If the exclusive use is arranged by a Tenant or by any other third party that is not a Unit Owner, the person arranging the exclusive use shall pay a use fee of \$7,500 in addition to any other fees contemplated in these Rules and Regulations.

3. Exclusive use of any portion of the Amenities Floor by Unit Owners or Tenants is limited to events sponsored by the Unit Owner, Tenant or approved third party (with pre-payment of fee listed in #2).
4. There will be no exclusive use of the entire Amenities Floor and the Amenities Floor should be open to use by Unit Owners and residents of the Condominium 24 hours a day, 365 days a year, except for limited exclusive uses as authorized under these Rules and Regulations.
5. Reservation Applications will be considered on a first come, first served basis, subject, however, to the right of the Board of Directors of the Council of Unit Owners to reserve portions of the Amenities Floor for Condominium events and subject further to the right of the Developer to reserve any portions of the Amenities Floor for Developer sponsored events. Reservation of any portion of the Amenities Floor is subject to any previously scheduled events by the Board of Directors or the Council of Unit Owners of the Condominium and any events previously reserved by Unit Owners, Tenants or the Developer.
6. A reservation for exclusive use may be granted only upon the Unit Owner or Tenant, as applicable, executing the required License Agreement, the form of which is attached hereto as Exhibit B, and complying with all requirements under such License Agreement and these Rules and Regulations. The executed License Agreement shall be provided to the Residential Services Office at least one (1) week in advance of the event.
7. The Unit Owner or Tenant that executed the License Agreement must be present at all times during the event for which the License Agreement applies.
8. No underage consumption of alcohol is allowed. NO EXCEPTIONS. SMOKING (including e-cigarettes) is NOT permitted in any portion of the Amenities Floor or within any common areas of the Four Seasons Residences. A fee of \$500 will be assessed to the Resident's House Account if any sign(s) of smoking is witnessed or discovered.
9. No portion of the Amenities Floor may be reserved on federally recognized holidays.
10. Only one event may be scheduled per day on a first come, first served basis.
11. Each event shall start no earlier than 7:00AM and shall end no later than 11:00PM. This 11:00PM end time includes all vendors working the event in any capacity. If the space cannot be cleaned and reset by 11:00PM, the Resident/Vendor will need to return at 7:00AM the following morning to have the space reset by 9:00AM.
12. Each event shall be limited to a maximum of 100 attendees, including the sponsoring Unit Owner or Tenant & guests, & the number of anticipated attendees shall be listed in the Reservation Application. The Unit Owner or Tenant that executes the License Agreement shall supply the

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Residential Services Office with a complete guest list at least twenty-four (24) hours in advance of the event.

13. For any events having no more than ten (10) attendees, including the sponsoring Unit Owner or Tenant, food and beverages may be supplied by the Four Seasons Hotel's Room Service. For any events having more than ten (10) attendees, including the sponsoring Unit Owner or Tenant, at which the Unit Owner or Tenant intends to serve food and beverages will be catered by a third party must be must be arranged through the one of the food and beverage outlets located within the Hotel Tower building in which the Condominium is located or with another third party catering service that shall provide a certificate of insurance satisfactory to the Residential Services Office or the Board of Directors and which certificate shall name the Council of Unit Owners, the Board of Directors and the Managing Agent as additional insureds and which catering service shall satisfactorily complete a Vendor Code of Conduct form required by the Four Seasons Hotel. In the event a caterer other than one of the food and beverage outlets located within the Hotel Tower building is used, the Owner or Tenant shall pay an additional administrative fee of \$75.00 to cover additional utility and administrative costs applicable to such additional caterer.
14. Catering and personal arrangements should not be scheduled / coordinated until the Unit Owner or Tenant has received confirmation of the reservation and the ratified License Agreement.
15. A visual survey of the portions of the Amenities Floor to be reserved will be made by a representative of the Residential Services Office prior to the commencement of the event and any damages or similar conditions will be identified prior to the commencement of the event. The Unit Owner or Tenant that executes the License Agreement may participate in just visual survey.
16. The Unit Owner or Tenant that executes the License Agreement will be responsible for any guests attending the event.
17. Should any damage occur to the Amenities Floor or any furniture or furnishings located therein or to any other Common Elements as a result of the event, the costs of repair or replacement shall be charged against the house account of the Unit Owner or the Tenant that executed the License Agreement, without limitation on the amount. In addition, charges against a sponsoring Unit Owner shall be a continuing lien against such Unit Owner's Unit and collectible in the same manner as Condominium assessments as provided in the Condominium Declaration and Bylaws.
18. After the event, a representative of the Residential Services Office will perform a post-event visual survey of the portions of the Amenities Floor that were reserved for the event and shall determine if there are any damages or other conditions that must be addressed. The Unit Owner or Tenant that executed the License Agreement may participate in such visual survey. All costs of repair of any damages will be charged and collected against the Unit Owner or Tenant that executed the License Agreement in the same manner as provided in paragraph 17 of these

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Rules and Regulations. Additionally, the Residential Services Office will arrange for the cleaning of any reserved portions of the Amenities Floor. A cleaning fee ranging from \$300.00 and up will be charged and collected against the Unit Owner or Tenant that executed the License Agreement (in the same manner as provided in paragraph 17 of these Rules and Regulations) for each event, depending on the conditions of the space after the event. If any type of bodily fluid is found (blood, urine, feces, or vomit), an additional \$200 cleaning fee will be applied to the Resident's House Account.

19. If Unit Owner or Tenant intends to use the grill, the Reservation Application must specify this request.
20. Neither the Fitness Center nor the Pool may be reserved for exclusive use for a private event.
21. Abuse of any portion of the Amenities Floor or the failure to comply with these Rules and Regulations and the requirements of the License Agreement will be considered a violation and may be subject to further sanctions including, without limitation, fines and suspension of use of the Amenities Floor, after notice and hearing. Notwithstanding, any costs for repairs or cleaning shall be assessed as provided herein and in the License Agreement.
22. Large events (typically events having 75 guests or more or as may be determined by the Board of Directors in its reasonable discretion) require additional security support, the costs of which shall be charged and paid for in advance to the Unit Owner or Tenant that executes the License Agreement. Such additional security shall be provided by the Four Seasons Hotel security staff. The Resident acknowledges that by having such additional security staff present at the event, this in no way transfers any of the liability of the event from the Resident to the Condominium, nor a Four Seasons Hotel Baltimore employee.
23. For all events having 25 guests or more or as determined by the Board of Directors in its reasonable discretion, the Unit Owner or Tenant that executes the License Agreement shall obtain a single event liability insurance policy including host liquor coverage, if applicable. A certificate of such insurance shall be provided to the Residential Services Office prior to the event.
24. For any private event to be held in the Pool area (recognizing that the Pool cannot be reserved for exclusive use) where alcohol is served, the Unit Owner or Tenant that executes the License Agreement shall pay for the services of a lifeguard at the Pool during the entire duration of the event. The costs for such lifeguard services shall be paid by the Unit Owner or Tenant in advance of the event and the costs charged shall be at the rate charged by the Pool management service company utilized by the Council of Unit Owners.
25. No candles of any type may be lit. Battery-operated candles are a suitable alternative.
26. If an attendee or vendor remains after 11:00PM, a fee of \$100 per person, per 30 minutes will be applied to the Residents House Account.

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27. All guests must be suitably dressed while on the Amenity Floor; nudity is prohibited.
28. Any guest who brings a pet to the Amenity Floor must always keep the pet on a leash or within a pet carrier, including while on the dog park. The guest is responsible for all cleanup and care of the pet. The Four Seasons staff reserves the right to ask the pet to be removed if any signs of aggression or other non-compliance are observed.
29. Any non-resident guest under the age of 16 must be under the supervision of a legal adult at all times while on the Amenity Floor.
30. If a guest becomes overly intoxicated to the point that their physical and/or mental control is markedly diminished, the Four Seasons Security Team has the right to remove said person from the Amenity Floor and escort them off the property.
31. The Four Seasons Private Residences shall be an environment that is free from any type of harassment. Our policy against harassment strictly prohibits acts of harassment by, or against you on basis of sex, race, color, ancestry, national origin, religion, age, marital status, qualified disability, medical status, veteran status, sexual orientation, or any other protected group under Federal or State law. This applies to all people involved in the operations of the Private Residences and hotel, and prohibits such harassment by any employee, vendor, guest or visitor to the Private Residences or hotel.
32. I understand there are multiple security cameras on every floor of the Private Residences, within the hotel and on the front drive. Any Resident and their guests understand that the cameras are monitored, and the footage may be reviewed for use of identifying damage and/or appropriate fees in violation of these rules.
33. If anything is stolen from the Amenity Floor or Common Areas, the current replacement value of that item will be charged to the Resident's House Account.
34. Any personal items that are left behind will be stored in lost and found for seven (7) calendar days and disposed of or donated to a non-profit organization after the eighth (8th) day.
35. Any vendor items left after the time of the reservation will be stored for a fee of \$50 per day, charged to the Resident's House Account. If the items are not picked up after five (5) business days, the items will be disposed of or donated to a non-profit organization after the sixth (6th) day.

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AMENITIES FLOOR RESERVATION FORM

Requested Date of Event: _____

Your Reservation is NOT confirmed until after you receive an email confirmation together with a License Agreement ratified by or on behalf of the Board of Directors.

Unit Owner/Tenant Applicant(s): _____ Unit #: _____

Note: Unit Owner or Tenant Applicant(s) must be always present during the entire event.

Event Set Up Time: _____

Event Start Time (no earlier than 9AM): _____

End Time (must end by 11PM): _____

Event Clean Up Time (must end by 11PM or resume at 7AM the following day): _____

Type of Event: _____

of Guests (*maximum limit is 100*): _____

GUEST LIST: ☐ I understand that my guest list MUST be received NO LATER THAN 24 hours prior to the day of my event (*if guest list has not already been attached*)

Caterer(s) & any Vendor(s) used for the event: (Ex. DJ, photographer, party planner, decorator, entertainment, etc.)

☐ *I understand that if I am utilizing a vendor, the vendor's COI must be provided to the Private Residences' Concierge, and/or Director of Residences, at least 72 business hours prior to my event, along with a signed Vendor Code of Conduct.*

PLEASE INDICATE WHICH PORTION(S) OF THE AMENITY FLOOR YOU ARE REQUESTING TO RESERVE:

- ☐ Board Room ☐ Grand Dining Table ☐ Indoor Cooktop
☐ Outdoor Grill
☐ South Lounge (off the pool) ☐ North Lounge / Billiards Table

PARKING: ☐ Hosted Hotel Valet ☐ Non-Hosted Parking (*charges to guest*)

Cleaning Fee: \$300.00 / This fee will be posted to your house account upon confirmation of the event.

If the actual cost of the cleaning service exceeds \$300 the Unit Owner Applicant(s) will be charged the additional amount after the event.

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Any additional requests? *(Including furniture arrangement, deck usage, or anything else which would require additional labor from any Four Seasons staff on the day of your event):*

Owner/Tenant Signature: _____ Date: _____

Owner/Tenant Signature: _____ Date: _____

My/Our signature(s) indicate that I/we have read the terms of the Amenities Floor Exclusive Use Rules and Regulations & the License Agreement & will abide by all requirements contained therein & acknowledge that I/we are subject to paying for any & all damages & the costs of cleaning post-event.

INTERNAL USE ONLY
APPROVAL

Director of Residences Signature _____ **Date:** _____

Additional Notes, from Director of Residences *(if applicable)*:

Pre-walk through inspection notes:

(Walk completed by: _____)

Post-walk-through inspection notes and list of charges:

(Walk completed by: _____)

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