



Board of Directors Virtual Meeting

Tuesday, January 14, 2025

6:30 P.M.

BOARD PACKAGE

You are invited to a Zoom meeting.

When: Jan 14, 2025, 06:30 PM Eastern Time (US and Canada)

Register in advance for this meeting:

https://us06web.zoom.us/meeting/register/QX5cop1aTIm2_TG-XvjVw

**After registering, you will receive a confirmation email containing information about joining the meeting.
The meeting agenda will follow separately!**

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	a. Review of Board priorities for 2025	
	b. Review of Committee priorities for 2025	
	c. Request committees to examine areas within their purview for cuts	
	d. Ask committees what support they need	

Oak Creek Club Homeowners Association
Board of Directors Virtual Board Meeting
Tuesday, January 14, 2025, @ 6:30 pm
Upper Marlboro MD, 20774

Board Meeting Agenda
1/14/25

- | | |
|---------------|--|
| 6:30 pm | I. Call to Order |
| 6:31-6:33 | II. Certification of Board Quorum |
| 6:34-6:36 | III. Explanation of Virtual Meeting Protocol/Agenda Order (CAMP) |
| 6:37-6:45 | IV. Approval of Previous Meeting Minutes (December 2024) |
| 6:46-7:00 | V. Management Report |
| Action/Update | <ol style="list-style-type: none">1. New General Manager Introduction.2. Defining our "Mission Statement and Vision."3. Onboarding process and management team.4. Our Path forward. |
| 7:00-7:02 | VI. Covenants Report |
| 7:03-7:20 | VII. Old Business |
| | <ol style="list-style-type: none">1. Oak Grove Road Construction – Update (CAMP)2. Land Swap Update (CAMP) |
| 7:21-8:03 | VIII. New Business |
| | <ol style="list-style-type: none">1. Discuss Social Committee recommendation for new venue for December 2025 Adult Holiday Party. |

2. Review and approve Queen Anne and Deer Run bi-fold gate repairs needed. Also, the Clubhouse Exit Lane -Barrier Arm Gate.
3. Review and approve Facilities Swim & Tennis Center paint request.
4. Discuss preparation for Strategic Planning Session for February 12, 2025.
 - a. Review of Board priorities for 2025
 - b. Review of Committee priorities for 2025
 - c. Request committees to examine areas within their purview for cuts
 - d. Ask committees what support they need

8:04-8:29

IX. Resident Forum

8:30

X. Adjourn

Next Meeting: _____

8:35 pm

I. Executive/Closed Session – **Board Only**

Action/Update

1. Personnel Matters

Memorandum

To: Oak Creek Club Homeowners Association Board of Directors

From: Mr. Femi Aje, PCAM®, On-Site General Manager Community Association Management Professionals (CAMP)

Date: Friday, January 10, 2025

Re: DRAFT Meeting minutes December 10, 2024

A. Approval of Meeting Minutes

Summary: Meeting minutes currently outstanding are the following:

- Draft Open Board Meeting minutes 12-10-24 **(See enclosure)**

Action Needed: Board to review the draft meeting minutes and provide feedback for any final revisions to Mrs. TaShawn Andrews or Board Secretary as/if deemed necessary. Upon confirmation of final drafts, the Board will vote on their approval at the December 10, 2024 meeting or a subsequent meeting as needed.

**Oak Creek Club Homeowners Association
Board of Directors Meeting
Tuesday, December 10, 2024 @ 6:30 P.M.
Virtual**

Board Members Present:

Jessica Hill- President
Kip Banks – Vice President
Suzann King - Secretary
Dwight Ward – Treasurer

Board Members Absent:

Dr. Lenora Gant- Board Member

Others Present:

Jeremy Rogal– Vice President Director (CAMP)
Monique Turman- Assistant Manager (CAMP)
TaShawn Andrews - Covenants Administrator (CAMP)
Members at large

Call to Order:

Jessica Hill called the meeting to order at 6:30 P.M.

Explanation of Virtual Meeting Protocol:

Tashawn Andrews explained the meeting protocol and gave an overview of the agenda.

Approval of the November Board Meeting Minutes:

Suzann King moved to approve the Revised November Board Meeting minutes. Jessica Hill seconded the motion. The motion passed unanimously.

Management Report:

Jeremy Rogal provided the community with the Management Report. This report announced Tamika Davis's resignation and introduced Monique Terman as the new Assistant Manager. He emphasizes the importance of building a stronger partnership and being in close contact with the board and management team.

Covenants Report:

TaShawn Andrews stated there was no Covenants Report generated for the month of December.

Consent Agenda:

Approval of the vote made on Saturday, November 30, 2024, to approve the DMV Gate Arm Repair for Deer Run Visitor and Resident Bifold.

Suzann King moved to ratify the Board of Directors vote made on Saturday, November 30, 2024, to approve DMV Gate proposals to replace the Deer Run Visitor and Resident Bifold Gate Operators in the amount of \$9,351.00, totaling \$18,702, to be expensed from Repair & Replacement Reserves. Jessica Hill seconded the motion carries.

Resident Forum:

Homeowners discussed the following issues:

- Concerns about the Carrollton development group, emphasizing the importance of timely communication.
- The creation of an FAQ list to provide accurate information about Cell Gate and other community issues.
- Providing clear communication and support to residents, especially those who are not tech-savvy.
- The potential of using social media more effectively to drive awareness about specific issues.

New Business

New Board Process for Meeting Minutes.

Jessica Hill moved to approve the new process of CAMP Management by providing the meeting minutes to the Board Secretary for review and finalizing prior to Board review. Kip Banks seconded the motion, which passed with a unanimous vote.

Action Items:

- Follow up with the association's legal counsel to determine the best approach for regular reporting on legal matters.
- Develop a protocol document outlining the process and expectations for community communications, including the use of various channels and the emergency text messaging service.
- Coordinate with the outgoing manager, to obtain any relevant financial information and budget details prior to her departure.
- Prepare an in-depth review of the HOA budget, including analyzing the audit reports, reserve study, and budget actuals, to be discussed during the strategic planning session.
- Explore ways to better leverage automation and technology to streamline repetitive tasks in the camp office.

Adjournment:

By a motion duly made and seconded, the Board voted unanimously to adjourn the meeting at 8:52 P.M.

Memorandum

To: Oak Creek Club Homeowners Association Board of Directors

From: Mr. Femi Aje, PCAM®, On-Site General Manager Community Association Management Professionals (CAMP)

Date: Friday, January 10, 2025

Re: Management Report

B. Management Report

Summary: Please allow me to introduce myself.

A Warm Farewell and Thank You

Before I dive into my role, I'd like to acknowledge the incredible work done by previous team members:

- **Tamika Davis:** We want to thank Tamika for her years of dedicated service to Oak Creek Club HOA. Though she is no longer with us, we are grateful for her contributions and wish her all the best in her future endeavors.
- **Monique Turman:** We also bid farewell to Monique, who will be transitioning to a new opportunity within the broader CAMP family. We appreciate her hard work and wish her continued success in her new role.

1. New General Manager Introduction

It is with great enthusiasm that I introduce myself as the new General Manager of Oak Creek Club HOA. My name is Femi Aje, PCAM® and I am honored to have the opportunity to serve this exceptional community. With a background in managing large-scale, common-interest communities, I am committed to enhancing operations, improving communication, and providing top-notch service to all residents. I look forward to getting to know each of you and working together to ensure Oak Creek Club continues to thrive. Please feel free to reach out with any questions or concerns—I am here to assist you and facilitate a smooth transition.

2. Defining Our “Mission Statement and Vision”

At Oak Creek Club HOA, we are guided by a clear mission and vision that reflects our commitment to a vibrant, well-managed community.

Mission Statement:

Our onsite CAMP team is committed to creating a welcoming, harmonious, and well-maintained community where residents feel respected, involved, and connected. We are dedicated to delivering exceptional service and ensuring the long-term vitality and sustainability of your neighborhood

Vision:

Our vision for Oak Creek Club is to be a thriving, sustainable community that balances the needs of all residents, respects the environment, and promotes collaboration among homeowners, the HOA, and service providers. We aim to create an environment where residents can enjoy a high quality of life while maintaining the community standards that make Oak Creek Club a special place to call home. These standards are reasons we won Community of the Year in 2016.

3. Onboarding Process and Management Team

As part of this transition, we have worked diligently to assemble a management team that embodies professionalism, expertise, and a shared vision and commitment to the community.

Onboarding Process:

The onboarding process has been thorough to ensure that both new and existing team members are fully equipped to serve the community's needs. We are focused on ensuring a smooth transition in management and maintaining continuity in service while bringing fresh perspectives to further enhance Oak Creek Club.

Our management team includes:

- **General Manager:** Femi Aje, PCAM®, responsible for overseeing all operational aspects of the community and ensuring the overall success of the HOA.
- **Assistant General Manager:** Brandon Butler, CMCA®, who brings expertise in facilities management and operational excellence, ensuring day-to-day needs are met.
- **Covenants Coordinator:** Tashawn Andrews, who continues to ensure that community standards are upheld and provide clarity on governance and compliance matters.

Each member of our team is committed to upholding the values of Oak Creek Club and ensuring that your needs are addressed promptly and effectively.

4. Our Path Forward

Looking ahead, we are excited about the future of Oak Creek Club and the positive changes on the horizon. We are committed to enhancing the overall resident experience by focusing on key areas such as:

- **Enhanced Communication:** We will continue to prioritize open, transparent, and proactive communication to ensure all residents are informed about important decisions.
- **Operational Excellence:** Our team will work diligently to streamline processes, improve efficiency, and ensure that Oak Creek Club remains a well-maintained, vibrant community.
- **Engagement and Collaboration:** We will foster stronger relationships between homeowners, the Board, and our management team, working together to maintain the unique character of Oak Creek Club.
- **Sustainability and Growth:** As we move forward, we will explore sustainable solutions to ensure that Oak Creek Club remains a desirable place to live for years to come.

We are excited to embark on this journey and look forward to your continued partnership as we build a bright future together.

Our Commitment to You

We are committed to maintaining the spirit of community that makes Oak Creek Club such a special place. We'll be working closely with the Board, committees, and residents to ensure continued growth and a strong future. Thank you!

Memorandum

To: Oak Creek Club Homeowners Association Board of Directors

From: Mrs. TaShawn Andrews, Covenants Administrator Manager Community Association Management Professionals (CAMP)

Date: Friday, January 10, 2025

Re: Covenants Report (CAMP)

C. Covenants Report

Summary: The Covenants Committee did not meet during the month of December 2024. Please see the following Covenants Report submitted by Mrs. TaShawn Andrews of CAMP.

- December 2024 **(See enclosure)**

Action Needed: There is no action needed at this time.



Covenants Report for December 2024

Exterior Modification Application Overview

For December, the committee approved **0 of 0** applications submitted.

The Covenants Committee did not meet in December.

Exterior Modification Applications	December 2024				Total 2024		
	Total # Processed	Total # Approved	Total # Awaiting Information	Percentage Approved	Total # Processed	Total # Approved	Percentage Approved
	0	0	0	0	79	58	80.5%

Violation Overview

For December, 90 % of the **three** issued violations were unsightly. Please remember to take care of any maintenance-related issues as soon as possible.

Thank you for helping to keep Oak Creek Club a beautiful and well-maintained place to live!

Violations Processed	December 2024			Total 2024		
	Total Issued	Total Resolved	Total Unresolved	Total #Issued	Total Resolved	Total Unresolved
	3	37	144	305	161	144

Category	% of Total
Rubbish and Debris	10%
Maintenance	0%
Landscaping	0%
Parking	0%
Architectural	0%
Pets	0%
Unsightly	90%
Total	100%

Memorandum

To: Oak Creek Club Homeowners Association Board of Directors

From: Mrs. TaShawn Andrews, Covenants Administrator Manager Community Association Management Professionals (CAMP)

Date: Friday, January 10, 2025

Re: Oak Grove Road Construction Update

D. Oak Grove Road Construction Update

Summary: Mrs. TaShawn Andrews reached out to Mr. Travis Witmer, Project Manager of Woodlawn Development Group on Friday, January 10, 2025. Below is an excerpt from that email conversation as provided by Mrs. Andrews.

“From: Travis Witmer (Woodlawn Development Group)

There is nothing new to share. The weather has plagued the Oak Grove Road Project for the past couple of months (especially this past snowstorm) and slowed things down to a crawl.

The contractor looks forward to getting back to work next week, weather permitting. Some of the work requires warmer temperatures (surface paving, pavement markings, etc.), and we can't pinpoint a date now because there's no long-range forecast showing a significant warming trend.

We will keep you posted as things progress.”

Action Needed: There is no action needed at this time. Management will invite Mr. Witmer to a future meeting to discuss any potential updates.

Memorandum

To: Oak Creek Club Homeowners Association Board of Directors

From: Mrs. Monique Turman, On-Site Assistant Community Manager- Community Association Management Professionals (CAMP)

Date: Friday, January 10, 2025

Re: Land Swap Update (CAMP)

E. Land Swap Update

Summary: As instructed by the Board of directors, Mr. Femi Aje sent an email on January 10, 2025, that included a written correspondence to Mr. Christopher L. Hatcher, Esq. This correspondence referenced increased collaboration and engagement with Oak Creek Club HOA as well as increased communication.

- Management has included both email and letter dated 1/10/25 **(See enclosure)**

In addition, there is a pending Zoning Hearing Examiner meeting scheduled for January 29, 2025. Details are noted below as provided by Mrs. Monique Turman.

Re: Notice of Virtual Hearing

Application Number: A-8427-02, A-8578-02, A-8579-02
Applicant(s) Name: Carrollton Oak Creek, LLC (Applicant)

Zoning Hearing Examiner meeting: January 29, 2025

Description of Request:

Application of Carrollton Oak Creek, LLC (Applicant); a request to amend the basic plan to create a separate Basic Plan for approximately 8.11 acres of land in the LCD (Legacy Comprehensive Design) Zone and raise the density cap for housing to construct 28 single-family detached homes on part of Parcel B Bowieville (approximately 3.21 acres) and Parcel 003 (previously known as Parcel 00 and approximately 4.88 acres) and amend conditions; property is located at the northeast intersection of Church Road and Mary Bowie Parkway, and is further identified as Tax Map 69/Grid B4 and 800 Church Road South, Upper Marlboro, MD.

Attention: Per the hearing notice “due to the current state of the novel coronavirus (COVID-19) pandemic, and the implications of the Council’s Emergency Resolutions including, CR-35-2020, the Zoning Hearing Examiners Office is operating under emergency procedures. As authorized, and all or a portion of the hearing will be conducted virtually and in accordance with District Council Rules of Procedure”.

Requests: If you wish to become Persons of Record that should be electronically submitted by email to: ZHE@co.pg.md.us no later than 5:00p.m. on January 27, 2025. Persons of Record will receive an email with information to join the virtual meeting platform. Documents: If you would like to view the documents you can find them at <https://pgccouncil.us/LZIS>. Once there select “Guide”, then “ZHE”, then the application name and hearing date, then “meeting details”, and finally “attachments”.

Communication from the Oak Creek Club HOA Board to Developer

From Femi Aje <faje@oakcreekclub.com>
Date Fri 1/10/2025 2:29 PM
To chris@clhatcher.com <chris@clhatcher.com>
Bcc Femi Aje <faje@oakcreekclub.com>

 1 attachment (115 KB)

OCC Letter to developer Jan 10. 2025 (Hatcher Esq.).pdf;

Good Afternoon Mr. Christopher Hatcher, Esq.,

I hope this message finds you well. My name is Femi, and I am the new General Manager of Oak Creek Club HOA. I would welcome any future opportunities to engage with you regarding your client's development within the Oak Creek Club community. I believe your extensive historical knowledge would be invaluable as I settle into my new role.

Attached is a letter from the Board of Directors, which is part of our efforts to enhance communication regarding the current developments. I would appreciate your review, and I am available to assist in any way necessary to foster collaboration between all parties involved.

Thank you in advance for your time and consideration. I look forward to the opportunity to work together.

Respectfully,

Mr. Femi Aje, PCAM®
Onsite General Manager – (CAMP)
Oak Creek Club Homeowners Association
14505 Mary Bowie Parkway
Upper Marlboro, MD 20774
Phone (301) 390-1721 | www.OakCreekClubHOA.com
manager@oakcreekclub.com





January 10, 2025

Christopher L. Hatcher, Esq.
CLHATCHER LLC
14401 Sweitzer Lane, Suite 570
Laurel, Maryland 20707

RE: Carrollton Oak Creek, LLC Development in Oak Creek Club

Dear Mr. Hatcher, Esq.:

This letter is being sent to you on behalf of the Oak Creek Club Board of Directors (Board). As you are aware, our community is very interested in your client's development within the Oak Creek Club community. In the past, you have expressed your commitment to community engagement in presentations before our residents and the Prince George's County Planning Board. With that in mind, we would appreciate an increased level of engagement and communication, to include but not be limited to, providing us with the following:

- An updated timeline regarding the development, including estimations of when any applications may be filed with the Planning Board, Zoning Hearing Examiner, and the District or County Council
- Advance notice given to our Board President and HOA management company regarding applications you are planning to file before signs are posted on the property
- Extra-large printed copies of the applications' plans so that we may post them in our community center for our residents to review, as well as electronic copies that we post on our website.
- Presentations to the community regarding the Comprehensive Design Plan (CDP), Specific Design (SDP) and Preliminary Plan of Subdivision (PPS) prior to those applications being filed with the Prince George's County Planning Board. We are willing to work with you to schedule mutually convenient meeting dates.
- Updates to the community during our town halls scheduled at 6:30 pm on March 11th, May 13th and July 8th.

We look forward to hearing from you and working together to engage our community. Thank you.

Sincerely,
Jessica P. Hill

Jessica P. Hill
President, Oak Creek Club Board of Directors

Memorandum

To: Oak Creek Club Homeowners Association Board of Directors

From: Mrs. TaShawn Andrews, Covenants Administrator Manager Community Association Management Professionals (CAMP)

Date: Friday, January 10, 2025

Re: **New Business:** Discuss Social Committee Recommendations for new venue for December 2025 Adult Holiday Party.

F. **2025 Holiday Venue**

Summary: As per Mrs. TaShawn Andrews, please review the following correspondence and the agreement. **(See enclosure)**

Suggested Motions:

“I move to approve the NH Special Events LLC Center for the 2025 Adult Holiday Party in the amount of \$16,000.00 to be expensed from Homeowner Activities.”

Please see the attached holiday venue proposal for the 2025 Adult Holiday Party.

Venue for Adult Holiday Party

The committee **requests approval to use the NH Special Events LLC Center** for 2025 Adult Holiday Party. The proposal is for the venue. Food must be procured from a catering company either affiliated with the venue or by an outside catering company approved by NH Special Events at least 60 days prior to the event. The total cost for the venue is \$16,000.00. A deposit of \$2,000.00 is due on or before January 20, 2025, and March 15, 2025, totaling \$14,000.00.

Management’s Recommendation:

Management recommends proceeding with the selected event venue. The selected venue meets a larger capacity recommendation for Oak Creek Club Homeowners than past holiday venues and provides a desirable location. As of 1/1/2025, The Social Committee has \$120,000.00 remaining. The approved 2025 budget amount for this GL Code is \$120,000.

Action Needed: The Board needs to review the agreement from NH Special Events and vote on the Social Committee’s request.

**NH SPECIAL EVENTS
LICENSE AGREEMENT**

This License Agreement ("Agreement") is entered into as of the **November 22, 2024** by and between "LICENSOR" and "LICENSEE," as each are specified below.

WHEREAS, pursuant to the terms and conditions of that certain unrecorded license or lease agreement (the "Prime Agreement") Licensor was granted a non-exclusive right to use certain areas within the mixed-use project commonly known as National Harbor (the "Project"); and

WHEREAS, Licensee desires to use certain portions of the Project more particularly described below as the "License Area" for the "Event" (as defined below) as provided herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensor and Licensee hereby agree as follows:

PART I

As used in this Agreement the following terms shall have the following meanings:

LICENSOR	NH SPECIAL EVENTS LLC, a Maryland limited liability company 165 Waterfront Street National Harbor Oxon Hill, MD 20745			
LICENSOR'S REPRESENTATIVE	Sabine Gumula, Events & Business Development Coordinator 165 Waterfront Street, National Harbor, Oxon Hill, MD 20745 Phone: 301.203.4161 Fax: 301.749.7144 sgumula@petersoncos.com and a copy to notices@petersoncos.com			
LICENSEE	Individual/Entity: Oak Creek Club, HOA Address: 600 Bowieville Manor Ln, Upper Marlboro, MD 20774 Attn: Tashawn Andrews Telephone: 301-390-1721 Email: tandrews@oakcreekclub.com			
EVENT	The event shall consist of only the following The Event shall consist of only the following: a private event for Oak Creek Club HOA members for no more than 500 guests.			
LICENSE PERIOD	A period commencing on Saturday, December 13, 2025 08:00 AM and expiring at Sunday, December 13, 2025 2:00 AM unless sooner terminated pursuant to the terms hereof.			
LICENSE AREA AND SCHEDULE	The License Area(s) are as identified below:			
	License Area	Set-Up Start Time	Event	Clean-up End Time
	151 St. George	Saturday, December 13, 2025 08:00 AM	Saturday, December 13, 2025 06:00 PM-11:59PM	Sunday, December 14, 2025 2:00 AM Note: An additional "Late Clean-Up Fee" of \$100 per hour will be assessed for each hour after the end of the clean-up period that licensee (including all attendees, equipment, and other personal property) has not vacated the License Area. If Licensee fails to vacate the License Area for more than four (4) hours after the end of the clean-up period, then Licensee shall, in addition to the Late Clean-Up Fee, owe such charges as are set forth in the "Unauthorized Holdover Fee" provision below.

	<p>All as more particularly depicted on the cross-hatched area on the Site Plan(s) on <u>Exhibit "A"</u> attached hereto and is a part hereof.</p>
<p>ACCOMMODATIONS</p>	<ul style="list-style-type: none"> • Licensee shall be required to hire its caterer from the listed NH Special Events LLC Approved Caterers List. Any exception to this provision must be approved by the Licensor no later than 60 days prior to the event date. The use of non-approved caterers must be approved by Licensor and must meet all rules and requirements including but not limited to, appropriate licensing, permits, references and a preliminary presentation to the Licensor. • Caterers will be the only parties permitted to serve alcoholic beverages. All alcoholic beverages must be served and consumed inside the designated license area. • LICENSEE shall be required to provide Certificates of Insurance for all vendors to be approved by LICENSOR at least 30 days prior to the event date. • LICENSOR will have the right to charge participants for parking at all National Harbor parking garages. Free parking is not included as part of this event. • No political speech of any kind will take place on Project property. • No voter registration will be allowed on Project property. • LICENSEE will be responsible for all necessary equipment for the event. • LICENSEE will be responsible for all staffing requirements for event including County and State Police officers (if required). • LICENSEE acknowledges that the License Area may change depending on development of the Project. • LICENSEE acknowledges that lots used for staging area and storage may change depending on development of the Project. • LICENSEE if security is required for the event as determined in Landlord's reasonable discretion, then such security must be hired through Alpha Security, Inc. at 202.869.0669. • LICENSEE shall be required to uphold cleanliness of the License Area throughout the duration of occupancy and/ use thereof. LICENSEE is required to hire a cleaning service listed on Preferred Vendors List (attached hereto as Exhibit "D") for staging and cleanup of the event, at Licensee's sole expense. Licensor reserves the right to assess a clean-up fee if the License Area is not left in broom clean condition at the expiration of the License Period, with all event and personal property removed from the License Area. Cleaning services not listed on Licensor's Preferred Vendors List must be approved by Licensor at least sixty (60) days prior to the start of the Event. The License Area must be returned to the Licensor in the same condition as when it was received. • LICENSEE will include directional signage, cones barricades, and tents to direct guests to the Event site as required by County and State. • LICENSEE will be required to apply for all necessary permits (if any) at least forty-five (45) days in advance and provide evidence of application to the Licensor at least forty-five (45) days in advance. • Layout for the event area must be approved by the Licensor in writing at least forty-five (45) days in advance of the Event.

	<ul style="list-style-type: none"> No fireworks, sparklers or other flammable or combustible items shall be permitted on the Project property, including the License Area unless specifically authorized by the Licensor in writing. Free parking is not included as part of this event.
LICENSE FEE	<p>A License Fee shall be paid by Licensee to Licensor, in the amount of \$14,000.00 (fourteen thousand dollars and zero cents) as follows:</p> <ul style="list-style-type: none"> \$14,000.00 due on or before March 15, 2025 <p>Checks should be made payable to NH Special Events, LLC. Visa, AMEX, Mastercard and Discover Card payments are also accepted. There will be a 3.5% Convenience Fee for all credit or debit card payments.</p>
RIDERS	Intentionally deleted for this agreement.
UNAUTHORIZED HOLDOVER FEE	<p>In addition to its other rights and remedies hereunder, in the event Licensee fails to timely surrender the License Area to the Licensor as required by this Agreement (an "<u>Unauthorized Holdover</u>"), then an "<u>Unauthorized Holdover Fee</u>" will be assessed to the Licensee in the amount of \$ per day, which shall be paid in immediately available funds to Licensor upon demand, and Licensee shall also remain liable to Licensor for damages arising out of said Unauthorized Holdover. Licensor shall have the right, at Licensor's discretion, to either: (i) use some or all of the Security Deposit as payment towards the Late Clean-Up Fee and/or Unauthorized Holdover Fee, or (ii) charge Licensee separately for the Late Clean-Up Fee and/or Unauthorized Holdover Fee. Any amounts owed in excess of the Security Deposit will be a continuing obligation of Licensee hereunder and shall survive termination of the License Period until payment has been received by Licensor.</p>
SECURITY DEPOSIT	<p>A Security Deposit shall be paid by Licensee to Licensor, in the amount of \$2,000.00 at the time of signing this Agreement ("<u>Security Deposit</u>"). The Security Deposit is in addition to the License Fee. The Security Deposit shall be returned to the Licensee upon the satisfaction of Licensee's obligations pursuant to Sections 3 and 10 of this Agreement and pursuant to the provisions of Section 19 of this Agreement.</p>
INSURANCE	<p>Licensee is required to maintain certain policies of insurance pursuant to the provisions set forth below, then a certificate of insurance must be provided to the Licensor at least thirty (30) days prior to the Event. Licensee shall not be required to maintain any insurance policies in connection with the Event, except:</p> <p>(a) If Licensee staffs the Event with one or more individuals who may be considered part-time or full-time employees of Licensee, then Licensee shall maintain:</p> <p>de(i) Worker's Compensation insurance in amounts as required by applicable law and Employer's Liability insurance in an amount equal to that required by the laws of the state in which the Project is located with a waiver of subrogation for the benefit of Licensor and the Indemnified Parties;</p> <p>(ii) Commercial General Liability insurance in a combined single limit of not less than One Million and 00/100 Dollars (\$1,000,000.00) for each occurrence and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate for bodily injury or death or persons and/or loss of or damage to property;</p>

(iii) Automobile Liability insurance in a combined single limit of not less than One Million and No/100 Dollars (\$1,000,000.00) covering owned, non-owned, leased or hired vehicles for each occurrence for bodily injury or death of persons and/or loss of or damage to property;

(b) If Licensee is not an individual (i.e., if Licensee is a corporation, limited liability company or other entity), then Licensee shall maintain Commercial General Liability insurance in a combined single limit of not less than One Million and 00/100 Dollars (\$1,000,000.00) for each occurrence and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate for bodily injury or death of persons and/or loss of or damage to property.

(c) If aircraft, including without limitation unmanned aircraft, aerial vehicles, drones or other remote -controlled devices, will be used in connection with the Event at or around the License Area, then Licensee shall maintain aircraft liability coverage in an amount not less than Two Million Dollars (\$2,000,000), the certificate for which shall clearly reference the aircraft liability and that the insured is in compliance with FAA regulations, registration and privacy laws.

Excess liability coverage in the amount of Ten Million and No/100 Dollars (\$10,000,000.00), which will follow the form and correspond to the coverage described in the Sections above.

(d) If alcohol will be served or consumed in connection with the Event, then Licensee shall maintain a policy or policies of liquor liability insurance insuring the Licensor, Licensee, and the Indemnified Parties (as additional insureds) and Licensee against loss, cost, or expense by reason of bodily injury or property damage for which Licensor and/or Licensee may be held liable by or because of the violation of any statute, ordinance or regulation pertaining to the sale, gift, distribution, or use of any alcoholic beverage, by reason of the selling, serving, or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person, or as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or as an owner or Licensor of the area used for such purposes. The liquor liability insurance shall be written with minimum limits of coverage as reasonably required by Licensor from time to time, but not less than Five Million and No/100 Dollars (\$5,000,000.00) per occurrence.

(e) If the Event includes one or more activities that are or might be considered "athletic participation," then Licensee shall maintain Commercial General Liability insurance in a combined single limit of not less than One Million and 00/100 Dollars (\$1,000,000.00) for each occurrence and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate for bodily injury or death of persons and/or loss of or damage to property, and all certificates of insurance supplied by Licensee for such policy shall indicate the waiver of any exclusion applicable to such athletic participation or similar activities.

NOTE: Licensee is solely responsible for ensuring that the insurance coverages it is responsible for hereunder do NOT contain any exclusion which limits or excludes coverage for any activity which is or may be part of the Event, and shall provide Licensor with evidence thereof immediately upon request.

(f) If Licensee shall require that any and all hires subcontractors, sub-subcontractors, vendors, exhibitors and other similar persons or entities at the Event, then Licensee shall require such parties to maintain insurance coverages which comply with the insurance requirements applicable to Licensee under this Agreement; and, Licensee shall obtain and deliver to Licensor certificates of insurance evidencing said coverages and which shall name Licensee, Licensor and the Indemnified Parties as additional insureds thereunder.

NOTE: Licensee is solely responsible for ensuring that the insurance coverages it is responsible for hereunder do NOT contain any exclusion which limits or excludes coverage for any activity which is or may be part of the Event, and shall provide Licensor with

INDEMNIFIED PARTY(IES)	evidence thereof immediately upon request. Certificate(s) of Insurance must have the following parties named as additionally insured in the Description of Operations section: <ul style="list-style-type: none">• NH Special Events LLC, its parents, affiliates, subsidiaries, managers, and each of their respective officers, agents, directors, members, managers, partners, employees, lenders, and community associations.
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[Part II begins on next page]

PART II

Standard Terms

1. **Grant of License.** Licensor hereby grants Licensee a temporary, non-exclusive license to use and occupy the License Area during the License Period solely to operate the Event subject to the terms and conditions set forth in this Agreement. The relationship between Licensor and Licensee is not one of landlord and tenant, but rather one of Licensor and Licensee. Licensor's grant hereunder shall in no way operate to confer upon Licensee any other interest, status, or estate of any kind other than a temporary license.
2. **Event and Obligations of Licensee.**
 - (a) Licensee shall use the License Area solely for the Event on the date(s) set forth in the Schedule, as well as set-up and clean-up of the Event as set forth in the Schedule. The Event shall be operated in strict accordance with the description set forth in Part I (material changes or deviations from which shall require Licensor's prior written approval, which approval may be given or withheld in Licensor's sole, absolute and subjective discretion), and shall strictly adhere to the Schedule. Notwithstanding anything to the contrary contained herein, in no event shall the Event be operated as any Prohibited Use identified on Exhibit "A" attached hereto and made a part hereof or include merchandise or concessions, unless otherwise approved by Licensor in Licensor's sole, absolute and subjective discretion: (i) are inconsistent with the Project's family friendly standards, (ii) involve the depiction of pornographic or sexually explicit images or messages or involve the sale of illegal drug paraphernalia or paraphernalia intended for or commonly associated with the use of illegal drugs; or (iii) conflict or directly compete with the primary use of any current or then existing tenant or occupant of the Project. Licensee further agrees to operate the Event in strict accordance with all applicable laws, rules, regulations and codes including, without limitation, those applicable to alcoholic beverages and those attached hereto as Exhibit "B" as the same may be supplemented and amended from time-to-time and to cause all who enter the Project and License Area under Licensee to abide by the same.
 - (b) Licensee covenants and agrees to maintain order and decorum in and around all portions of the License Area, and if security personnel shall reasonably be required to maintain such order and decorum, then Licensee shall, at its sole cost and expense, provide professional security personnel in the form and amount satisfactory to Licensor in Licensor's sole and absolute discretion. Furthermore, Licensee shall use all reasonable efforts to prohibit and control conduct by the invitees to the Event which would constitute a nuisance, whether occurring in or in the vicinity of the License Area. **Licensee shall coordinate its use of the License Area hereunder with Licensor's Representative** or with such other representative of Licensor as Licensor may from time to time designate. Licensee and its employees, agents and invitees may enter upon the License Area with furniture, fixtures and equipment in connection with the Event only, none of which shall be permanently installed upon the License Area without Licensor's prior written consent. Furthermore, Licensee shall require Licensee's staff to (i) wear at all times during which such staff is working within the Project, clothing suitable to a first class Event that shall be distinctly different from other employees of the Project so that such staff will not be confused with other employees of the Project, (ii) not actively or passively represent nor provide any inference that the Licensee's staff are employees, agents or independent contractors of Licensor or the Project, Licensor or any of its affiliates, and (iii) not make any negative statements or representations concerning other businesses within the Project, Licensor or their affiliates.
 - (c) In no event shall Licensee knowingly employ any individual or allow any individual to volunteer their services (i) who has been accused or convicted of a felony and/or (ii) whose employment or volunteer status would be unlawful. Licensee hereby represents and warrants that it has performed the appropriate criminal background check and verified the lawful status of each employee or independent contractor. Licensor reserves the right to remove from the Project any employee or volunteer whose presence is objectionable or would otherwise harm Licensor's reputation. Should any conduct of Licensee's employees or volunteers violate the foregoing, in the reasonable discretion of Licensor or an affiliate of Licensor, Licensor or its affiliate shall notify Licensee and Licensee will require its employees or volunteers to cease and desist such activity(ies) immediately. Licensee shall use commercially reasonable efforts to minimize complaints from its patrons and others concerning the Event and Licensee's activities under and/or in connection with this Agreement.
4. **Permits.** Licensee shall apply for and obtain any and all permits, licenses and authorizations which may be required by any and all governmental authorities in connection with the Event, including but not limited to (if applicable), permits and licenses to sell and serve alcohol as part of the Event. If applicable, Licensee shall retain, at its sole cost and expense, the services of an attorney selected by Licensor in pursuing and obtaining its liquor license. All installations and equipment used by Licensee in connection with the Event shall be installed, maintained, and operated in strict conformity with all applicable local, state and federal laws, rules, regulations and codes and the requirements of all applicable legal authorities.
5. **Trademark Representation:** NH Media Associates L.L.C., a Maryland limited liability company ("NH Media"), owns all right, title and interest in the mark "National Harbor®" U.S. Registration Nos. 3,139,684, 3,330,221, 3,595,164, 3,529,352, 3,529,353, 3,723,757, 3,946,054 and 3,946,055 and US Application Serial Nos. 76/403,054, 78/944,865, 78/944,876, 78/980,527, 78/980,526, 77/408,827, 77/378,959, 76/978,637, 76/978,026 and 77/978,180 and any variation of the mark (the "National Harbor Mark"). Licensee acknowledges and agrees that it shall be prohibited from utilizing the National Harbor Mark and the NH Logo in all circumstances, including but not limited to, the marketing, advertising and promotion of the Event, unless otherwise agreed to in writing by NH Media.
6. **Utilities.** Licensor shall provide Licensee with standard utility services during the Event (as applicable), at Licensor's cost and expense.
7. **As Is:** With the exception of any Accommodations set forth in Part I, Licensor shall deliver the License Area to Licensee in its "as is" condition and Licensor shall have no obligation to do or perform any work therein or to make any alterations or improvements thereto other than to make use of the License Area available to Licensee.
8. **Signage.** Any signage installed by Licensee must be located within the License Area only, and must be approved by Licensor in writing prior to installation or placement. All signs, placards, banners, pennants and other advertising matter shall be prepared in a professional manner.

All signs, banners, placards, pennants, and other advertising matter shall not exceed the Project code for height restriction and shall be subject to all governmental authorities' approval and code regulations.

9. **Maintenance of License Area and Common Areas; Holding Over.** Licensee shall maintain the License Area in a clean and orderly manner free of any debris and unsightly materials, shall keep all trash and debris in sealed containers at all times, and shall not alter, damage or deface the License Area, nor allow others, including participants in the Event, to do so. Licensee shall pick up all trash and other debris from the License Area in a timely manner. Licensee shall surrender the License Area upon the expiration of the License Period, or sooner termination of this Agreement, in the same condition as the License Area was in as of the commencement of the License Period, reasonable wear and tear excepted. Drilling and other penetrations into concrete, asphalt, parking areas and other areas or structures requires the prior written consent of Licensor, shall not be considered reasonable wear and tear, and Licensee shall be responsible for restoring such areas and structures to the condition they were in prior to Licensee's use and occupancy of the License Area. Prior to surrender of the License Area, Licensee shall remove all of its property therefrom, and shall repair any damage to the License Area caused by such removal or Licensee's use of the License Area prior to the expiration of the License Period. In addition to its other rights and remedies hereunder, in the event Licensee fails to timely surrender the License Area to Licensor as required above, (an "**Unauthorized Holdover**"), then, without being deemed to have extended the License Period, Licensor may assess Licensee the Unauthorized Holdover Fee, which shall be paid in immediately available funds to Licensor upon demand, and Licensee shall also remain liable to Licensor for damages arising out of said Unauthorized Holdover, including without limitation damages claimed by delays to other licensees scheduled to use the License Area after Licensee. The obligations of Licensee under this Section and Sections 11-13 hereof shall survive the expiration or termination of this Agreement.
10. **Insurance.** If applicable Licensee shall, at its sole cost and expense, procure and maintain at all times during the License Period hereof insurance in the amounts specified in Part I. All policies shall be issued by companies having a Best's rating of at least A-VII. Licensee shall furnish to Licensor, at least thirty (30) days prior to the License Period, certificates evidencing such coverage. Such certificates shall provide that (i) the insurance listed above is in full force and effect, (ii) the insurer insures against the liability assumed by Licensee under the provisions of Section 13, (iii) Licensor and the Indemnified Parties are listed as additional insureds, and (iv) not less than thirty (30) days' written notice shall be given to Licensor prior to cancellation or material change of any policy. Such certificates to be delivered to the address for notices set forth herein. Licensee shall require any and all subcontractors, sub-subcontractors, vendors and exhibitors to maintain insurance coverages which comply with the insurance requirements applicable to Licensee under this Agreement; and, Licensee shall obtain and deliver to Licensor certificates of insurance evidencing said coverages and which shall name Licensee, Licensor and the Indemnified Parties as additional insureds thereunder.
11. **Hazardous Materials.** Neither Licensee nor any person or entity entering the License Area by, through, or under Licensee shall cause or permit any Hazardous Material (as hereinafter defined) to be brought upon, or kept or used in or about the License Area without the prior written consent of Licensor, which consent, may be withheld at Licensor's sole discretion. If Licensor permits Licensee to maintain any Hazardous Material within the License Area, Licensee must make arrangements for the disposal thereof off-site, in a manner that complies with all laws, rules, statutes, ordinances, orders, requirements, or policies of any governmental agency or authority having jurisdiction over the License Area, or the regulation of any such Hazardous Material, and neither Licensee nor any person entering the License Area shall spill, release, discharge, store or dispose ("**Release**") of any Hazardous Material upon the License Area or any other portion of the Project. Licensee shall indemnify, defend, and hold the Licensor, the Indemnified Parties, each of their affiliates, and the officers, directors, managers and members of each of them, harmless from and against any and all claims, judgments, damages, penalties, fines, costs, expenses, liabilities, or losses (including, without limitation, diminution in value of the License Area, or the surrounding area, damages for any loss of use of the License Area, or the surrounding areas, sums paid in settlement of claims, attorneys' fees, consultant fees, expert fees, and costs associated with the investigation of any such claim) that arise during or after the License Period of this Agreement by reason of the presence of Hazardous Material on or about the License Area, or surrounding areas or any disposal site as a result of any act or omission, whether negligent or otherwise, on Licensee's part or any person or entity entering the License Area, or surrounding areas or any disposal site by, through, or under Licensee, whether or not authorized by Licensee. The indemnity provided in this Section 12 shall survive the execution and expiration or other termination of this Agreement indefinitely. Licensee shall immediately notify Licensor of any Release or suspected Release upon the License Area or other area of the Project and Licensee shall immediately remediate any such Release to Licensor's satisfaction using environmental contractors and consultants which have been approved by Licensor in its sole discretion. Anything herein contained to the contrary notwithstanding, Licensor may enter upon the License Area and other areas of the Project and remediate any such Release, at Licensee's sole expense and to the sole satisfaction of Licensor, if in Licensor's sole discretion Licensee is not responding adequately to such Release. LICENSOR may require the Event to be immediately terminated if a Release occurs during the Event and LICENSOR deems such termination necessary to protect lives or property, or LICENSOR may cancel the Event if a Release occurs prior to the Event. In either case, in the event of such termination or cancellation, any refund of the Security Deposit or other costs incurred by LICENSEE will be within LICENSOR's sole discretion, but LICENSEE shall have no right to a refund of such amounts. The term "**Hazardous Material**" means any petroleum or petroleum products, any radioactive materials, and any and all other hazardous substance, material, or waste which is defined or listed or regulated by any local, state, or federal governmental authority including, without limitation, (i) any material or substance which is (A) designated as a "hazardous substance" under the Federal Water Pollution Control Act, 33 U.S.C. §1251 *et seq.*, (B) defined as "hazardous waste" pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. §6901 *et seq.*, (C) identified as "hazardous constituents" in 40 CFR, Part 261, Appendix VIII, or (D) defined as a "hazardous substance" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601 *et seq* and (ii) polychlorinated biphenyls, asbestos, and any other substance subject to the National Emissions Standard for Hazardous Air Pollutants as found in 40 CFR 261.
12. **Indemnity; Waiver.** Licensee hereby agrees to defend, indemnify, pay on behalf of and save harmless Licensor and the Indemnified Parties from and against any and all claims, actions, demands, damages, costs and expenses and liability whatsoever (including reasonable attorneys' fees, court costs and expenses) on account of any real or claimed loss or damage or liability occasioned or arising in whole or in part by or from (i) any act or omission of the Licensee in, at, upon or from the License Area and Project, (ii) any default by Licensee or Licensee's failure to perform its obligations hereunder, or (iii) the Event or the use of the License Area or Project including, without limitation, the promotion, staging, set-up, operation, performance, load out or any cancellation of the Event, except to the extent such loss, claim or liability is solely the result of Licensor's gross negligence or willful misconduct. Licensee waives all claims against Licensor and the Indemnified Parties

for damage to any property or injury to, or death of, any person, in, upon, or about the License Area or Project, arising at any time and from any cause other than solely by reason of the gross negligence or willful misconduct of Licensor, its agents, employees, representatives, or contractors. The indemnity and waiver provided in this Section 13 shall survive the execution and expiration or other termination of this Agreement indefinitely or for the applicable statute of limitations period.

13. **Termination.** Notwithstanding anything to the contrary contained herein, Licensor reserves the right to terminate this Agreement without cause at any time with fifteen (15) days prior written notice to Licensee and if so terminated, the Security Deposit will be returned to Licensee (less amounts applicable due to damages sustained by Licensor, the License Area and/or the Project) and Licensee shall have no claim against Licensor.

14. **Inclement Weather; Waiver.** Licensee acknowledges that the License Area is an outdoor area that is exposed to the elements and is therefore subject to, without limitation, inclement weather in the form of snow, ice, rain, thunder, lightning, and wind storms. Accordingly, Licensor has and reserves the right, but does not have the obligation, to cancel the Event in the event of inclement weather (which decision shall be made in Licensor's sole, absolute, and subjective discretion). Licensee acknowledges and agrees that neither Licensor nor the Indemnified Parties shall be responsible for any damage or destruction to any equipment or other personal property belonging to Licensee or its guests, or invitees, or other vendors or contractors associated with the Event. If an Event is cancelled due to inclement weather, Licensor shall cooperate with Licensee to reschedule the Event; provided, however, Licensee acknowledges that such rescheduling might not be possible and agrees that Licensor shall not be liable to Licensee for any damages associated with such cancellation and Licensor shall refund the Security Deposit.

15. **Relocation.** Licensee understands and agrees that the License Area may be relocated at any time at the discretion of, and without liability to, the Licensor.

16. **Right of Entry.** Licensor may enter the License Area at any time.

17. **Right to Use Images.** Licensor and any of its affiliated entities shall be permitted to photograph and/or video record the Event and Licensee grants on its behalf and on behalf of all attendees to the Event, the right to use such photographs, video and their likenesses or names, for any promotional purposes as Licensor and any of its affiliated entities may elect in their sole, absolute, and subjective discretion, such as, but not limited to, print and other media, websites or otherwise.

18. **Default; Remedies; Security Deposit.**

(a) **Default.** The occurrence or existence of any one or more of the following events shall constitute a "Default" hereunder, in which event the non-defaulting party shall be permitted to exercise the rights and remedies set forth herein and to pursue all rights and remedies available under law, including the remedy of specific performance and the right to terminate this Agreement, subject in all cases to the obligations to give notice and an opportunity to cure as provided herein: (i) the failure of Licensee to pay any sum of money due to Licensor pursuant to the terms of this Agreement on or before its due date; (ii) the failure of Licensee or any third party connected to the Event to obtain, maintain and keep in full force and effect any and all insurance required pursuant to this Agreement; (iii) Unauthorized Holdover by Licensee or any person(s) occupying all or any portion of the License Area by, through or under Licensee; (iv) any attempt by Licensee to assign this Agreement; (v) Licensee being adjudged bankrupt; (vi) a receiver is appointed on account of Licensee's insolvency; (vii) Licensee disregards laws, ordinances or the instructions of Licensor; (viii) termination of this Agreement by Licensee other than as allowed by this Agreement, (ix) failure of Licensee to arrive at the License Area and commence the Event by the start of the License Period, (x) failure of Licensee to deliver the Security Deposit upon execution of this Agreement, or (xi) the failure of either party to pay any amount (other than amounts due from Licensee to Licensor as described in (i) of this Section 19(a) and the Security Deposit) or perform or observe any other term of this Agreement if such failure shall continue for more than ten (10) days after the non-defaulting party gives the defaulting party notice of such failure (unless a shorter period is specified in the Section which the defaulting party has failed to observe or perform), or, if such failure cannot be corrected within such period, if the defaulting party does not commence to correct such default within said period and thereafter diligently prosecute the correction of same to completion within a reasonable time (not to exceed days without Licensor's written consent) and in any event prior to the time a failure to complete such correction could cause the non-defaulting party to be subject to prosecution for violation of any law, rule, ordinance or regulation or causes, or could cause Licensor or any of its affiliates, or the Project to be in default under any deed of trust, mortgage, underlying lease, tenant lease, encumbrance, or other agreement applicable to Licensor or any of its affiliates or the Project. The occurrence of a default by LICENSEE under this Agreement beyond the period provided for cure thereof (if any) shall entitle LICENSOR to immediately terminate this Agreement Fee and apply the Deposit as set forth below, to exercise self-help to recover possession of the License Area and/or remove Licensee and its agents and property from the License Area and, if necessary, the Project, and to pursue any other remedies available to LICENSOR at law or in equity.

(b) **Security Deposit; Damages.** Concurrently with its execution of this Agreement, Licensee shall deliver to Licensor the Security Deposit. Licensor shall not be required to maintain such Security Deposit in a separate account and shall not be liable for interest. The Security Deposit shall be security for the performance by Licensee of all of Licensee's obligations, covenants, conditions, and agreements under this Agreement. Within thirty (30) days after the expiration of the License Period, provided Licensee has timely surrendered the License Area to Licensor in the condition required by this Agreement and further provided that Licensee is not in default hereunder, Licensor shall return the Security Deposit to Licensee, less such portion thereof as Licensor shall have appropriated to satisfy any default by Licensee hereunder. In the event of any default by Licensee hereunder, Licensor shall have the right, but shall not be obligated to use, apply or retain all or any portion of the Security Deposit for (i) the payment of any sums as to which Licensee is in default, (ii) the payment of any amount which Licensor may spend or become obligated to spend to repair damage to the License Area or to restore the License Area to the condition in which they were received from Licensor, after endeavoring to notify Licensee of said damages and giving Licensee a reasonable period (not to exceed two (2) business days) in which to fully repair said damages and to restore the License Area (provided, however, that it is understood and agreed by Licensee that Licensor shall not be obligated to follow said notice and cure procedure and may instead immediately repair and restore the License Area if Licensor determines it necessary to do so immediately for safety reasons, for scheduling or logistical reasons (including as may be required with respect to any another event on the License Area or any portion thereof), or for other reasons as determined by Licensor in its sole and absolute discretion),

or (iii) the payment of any amount Licensor may spend or become obligated to spend or for compensation of Licensor for any losses incurred by reason of Licensee's default, including, but not limited to, any loss, cost, damage or expense arising in connection with the Licensee's failure to timely vacate and surrender the License Area in the condition required by this Agreement. In addition, in the event Licensee fails to timely vacate and surrender the License Area at the end of the License Period, the Security Deposit may, at Licensor's election, be deemed automatically forfeited to Licensor as an additional license fee, in partial compensation for additional expenses Licensor will incur, Licensor shall be entitled to exercise self-help and/or any and all other legal remedies to cause the removal of Licensee, its property and personnel from the License Area. In the event Licensee fails to return the License Area in the condition required by this Agreement, then at any time from and after the expiration of the License Period, the Licensor may (but shall not be required to) perform any and all work necessary to put the License Area in the condition required by this Agreement, and the cost thereof, together with a fifteen percent (15%) supervision fee which shall not be deemed a penalty, shall be deducted from the Security Deposit or due and owing from Licensee if such amounts exceed the amount of the Security Deposit. Nothing herein shall be deemed to limit Licensee's liability hereunder to the amount of the Security Deposit. In the event of any other default under this Agreement by Licensee, Licensor shall be entitled to retain all amounts paid by Licensee to Licensor without limiting Licensor's right to pursue other remedies under this Agreement and under applicable law.

19. **Notices.** All notices to Licensor shall be forwarded to Licensor at the address set forth in Part I, including an email to the address listed therein, with a copy to The Peterson Companies, L.C., 12500 Fair Lakes Circle, Suite 400, Fairfax, VA 22033, Attn: Associate General Counsel, Corporate. All notices to Licensee shall be forwarded to the address set forth in Part I. All notices or demands which either party to this Agreement is required or desires to give shall be in writing and must be given by registered or certified mail, return receipt requested, or by any overnight or express mail service which provides receipts to indicate delivery. All notices and demands given in accordance with the provisions of this Paragraph shall be conclusively deemed to have been delivered on the date of first attempted delivery, notwithstanding the refusal by either party to accept delivery. Any paper or hard copy notice delivered in connection with this Agreement must also be sent by electronic mail to be effective.

20. **License Subject to Underlying Mortgages, Security Interests, Prime Agreement and Governing Documents.** The license granted hereunder is subject and subordinate to any existing or future mortgages or deeds of trust evidencing a security interest ("**Mortgages**") on the property of which the License Area may be a part. Such Mortgages may require Licensor to do, or not do, certain actions, and Licensee agrees to comply with the all such requirements and take whatever action as may be required under the Mortgages. Licensor reserves the right to comply with all Mortgages, and any action taken by Licensor to comply with such Mortgages shall not constitute a default under this Agreement even if such action would otherwise be a default under this Agreement in the absence of such Mortgages. Licensor will take reasonable steps to mitigate the impact of any such actions on Licensee, and will work in good faith to relocate or otherwise take such actions as are reasonable to fulfill the intent of this Agreement. In the event Licensor determines that the intent of this License cannot be fulfilled by reasonable actions and at reasonable cost, Licensor may terminate this Agreement, and neither party shall have any continuing obligations to the other party except for those obligations which expressly survive expiration or other termination of this Agreement. The license granted hereunder is in fact a sublicense and Licensee accepts the License Area subject to all of the terms and conditions of the Prime Agreement. In the event the Prime Agreement is terminated, the license granted hereunder shall automatically terminate and become null and void and of no further force or effect upon Licensor sending of notice thereof to Licensee at the address set forth above. This Agreement and the license granted hereunder is subject and subordinate to any and all declarations, easements and other documents encumbering the Project, as the same may be amended, restated, supplemented, renewed, extended or replaced under the terms thereof.

21. **Authority.** If Licensee signs as a corporation, each of the persons executing this Agreement on behalf of Licensee represents and warrants that Licensee is a duly organized and existing corporation, that Licensee has been and is qualified to do business in the jurisdiction in which the License Area is located, that the corporation has full right and authority to enter into this Agreement, and that all persons signing on behalf of the corporation were authorized to do so by appropriate corporate actions. If Licensee signs as a partnership, trust, or other legal entity, each of the persons executing this Agreement on behalf of Licensee represents and warrants that Licensee has complied with all applicable laws, rules, and governmental regulations relative to its right to do business in the jurisdiction in which the License Area is located, that such entity has the full right and authority to enter into this Agreement, and that all persons signing on behalf of the Licensee were authorized to do so by any and all necessary or appropriate corporate, partnership, trust, or other actions.

22. **Assignment.** This Agreement may be assigned by Licensor and, after such assignment, Licensee agrees to look solely to such assignee for performance hereunder. In the event Licensor assigns this Agreement, Licensor shall provide written notice to Licensee within thirty (30) days after such assignment. The rights and obligations of Licensee under this Agreement may not, except as expressly set forth herein, be assigned or delegated, in whole or in part, to any third party without the prior written consent of Licensor.

23. **Choice of Law; Venue; Waiver of Jury Trial.** This Agreement shall be governed and construed in accordance with the laws of the State of Maryland, without regard to its principles of conflicts of laws. The parties hereby consent to jurisdiction and venue in the United States District Court for Maryland or in the Circuit Court of Maryland for Prince George's County, as appropriate. To the extent permitted by law, the parties hereto mutually waive trial by jury with respect to any action brought by either party under or in connection with this Agreement and/or the License Area.

24. **Entire Agreement.** This Agreement and the Exhibits attached hereto and forming a part hereof set forth all the covenants, promises, agreements, conditions and understandings between Licensor and Licensee and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as are herein set forth. All prior communications, negotiations, arrangements, representations, agreements, and understandings whether oral or written between the parties hereto, and their representatives, are merged herein, and extinguished, this Agreement superseding and canceling the same. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon Licensor or Licensee unless reduced to writing and signed by them.

25. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, all of which, together, shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile transmission. Any such transmission shall bind the party so executing and delivering this Agreement.

26. **Independent Contractors.** The parties hereto are independent contractors and nothing herein should be considered as having created a partnership or joint venture.

27. **Limited One-time Termination Right:** LICENSEE may terminate this Agreement provided that LICENSEE delivers to LICENSOR a definitive written notice thereof on or before 15 days, which notice shall be irrevocable [; if LICENSEE shall so terminate this Agreement, the pre-payment shall not be due to LICENSOR]. Should this Agreement be terminated by LICENSEE thereafter, a pre-payment shall be retained by LICENSOR as agreed upon liquidated damages, and not as a penalty (Licensee does hereby acknowledge and agree that said amount is a reasonable pre-estimate of damages Licensor will sustain as a result of said termination), however, Licensor shall also be entitled to retain all other amounts previously paid by Licensee to Licensor as set forth in Section [19(b)] of this Agreement in addition to this liquidated damages amount. In the event that LICENSEE does timely so elect to terminate this Agreement and has paid the prepayment fee, LICENSOR will refund the security deposit to LICENSEE in full, less any amount that may have been applied to cure any previous default hereunder by Licensee and any amounts expended by Licensor to prepare the License Area for the Event.

28. **Termination.** If at any time during or prior to the License Period, LICENSOR reasonably determines that the Event is not in conformance with the first-class, family-friendly nature of the Project, then LICENSOR may terminate this Agreement by providing prior written notice to LICENSEE specifying on what date this Agreement shall terminate, which date shall not be less than five (5) days after date LICENSOR sends such notice.

[SIGNATURES ON NEXT PAGE.]

IN WITNESS WHEREOF, Licensor and Licensee have caused this Agreement to be executed by their duly authorized officers or representatives,

LICENSOR:	LICENSEE:
NH SPECIAL EVENTS LLC, a Maryland limited liability company	Oak Creek Club, HOA
By	By
Print Name:	Print Name:

EXHIBIT "B"

Prohibited Uses

From the Community Declaration:

NOTE: All capitalized terms used herein, unless specifically defined herein or in the Lease, shall have the same meanings and definitions as used in the Project's Declaration/Community Declaration. The following is subject to the Association's and/or the Owner's rights under the (appropriate) Declaration to amend such list.

In addition to uses that are restricted by zoning or the Master Plan the following uses are prohibited within the Project:

- (i) trailer courts, mobile home parks, recreation vehicle campgrounds, and facilities for the sales or service of mobile homes or trailers;
- (ii) junkyards, scrap metal yards, automobile used parts sales facilities, motor vehicle dismantling operations, car washes, sanitary landfills, and motor vehicles sales operations or dealerships, except that auto specialty stores or boutiques (with any one store or boutique not to exceed 10,000 square feet) which display only a limited number of automobiles on-site at any particular time (provided no more than 5 vehicles may be displayed outdoors and only luxury vehicles or other distinctive vehicles of a kind that would appeal to affluent purchasers of luxury goods may be displayed) may be permitted upon approval by the Founder during the Development and Sale Period and, thereafter, by the Board;
- (iii) dumping, storage, disposal, incineration, treatment, processing, or reduction of garbage, or refuse of any nature, other than handling or reducing waste produced on the premises from authorized uses in a clean and sanitary manner;
- (iv) consignment shops, pawn shops, thrift stores, flea markets, salvage businesses, or discount stores whose merchandise consists primarily of used goods or merchandise, excess inventory, discontinued items, and/or goods acquired through liquidation of other businesses or fire or bankruptcy sales; provided, periodic Association sponsored or sanctioned events or activities on the Area of Common Responsibility (such as, without limitation, craft fairs, arts festivals, or farmers markets) shall be permitted;
- (v) truck terminals and truck stop-type facilities, including truck parking lots (except as may be incidental to a use which is not prohibited);
- (vi) tanning parlors, massage parlors, or any establishment which offers entertainment or service by nude or partially dressed male or female persons, except that this provision shall not preclude tanning and massage services offered by fully clothed, trained personnel as part of a hotel, a legitimate fitness or health facility, or a day spa operation that also offers beauty, body care, skin care, or similar services;
- (vii) "adult entertainment uses," which shall include, for the purposes of this Community Declaration, any theater or other establishment which shows, previews, or prominently displays, advertises, or conspicuously promotes for sale or rental: (A) movies, films, videos, magazines, books, or other medium (whether now or hereafter developed) that are rated "X" by the movie production industry (or any successor rating established by the movie production industry) or are otherwise of a pornographic or obscene nature (but not including the sale or rental of movies, films, or videos for in-room viewing within a hotel); or (B) sexually explicit games, toys, devices, or similar merchandise;
- (viii) tattoo parlors, body piercing shops, and so-called "head shops" (*i.e.*, shops offering or promoting illegal drug paraphernalia or items intended for or commonly associated with the use of illegal drugs);
- (ix) motor and freight terminals mini-warehouses, and warehouse/distribution centers;
- (x) any facility for the dyeing and finishing of textiles, the production of fabricated metal products, or the storage and refining of petroleum;
- (xi) dry cleaning plants; provided, facilities for drop-off or pick-up of items dry cleaned outside of the National Harbor Community are permitted;
- (xii) engine and motor repair facilities (except in connection with any permitted automobile service station);
- (xiii) heavy machinery sales and storage facilities;
- (xiv) grocery and "convenience" stores, except that a single gourmet or specialty grocery store comprising no more than 26,000 rentable square feet shall be permitted, and other grocery or "convenience" stores may be permitted within hotels. ("Gourmet" is intended to include upscale brands such as Wild Oats and Balducci's, and does not include common full store grocery brands such as Kroger, Publix, Safeway, Food Lion, A&P, Vons, Giant Foods, or similar national brands, but may include the gourmet division of such stores);
- (xv) odd-lot retail establishments, liquidators, and discount department stores (*e.g.*, Target, K-Mart, Wal-Mart, and Kohl's); and
- (xvi) any use which would cause or threaten the cancellation of any insurance maintained by the Association, or which would measurably increase insurance rates for any insurance maintained by the Association or Parcel Owners above the rates that would apply in the absence of such use, except such uses as are specifically authorized under the Master Plan.

EXHIBIT "C"

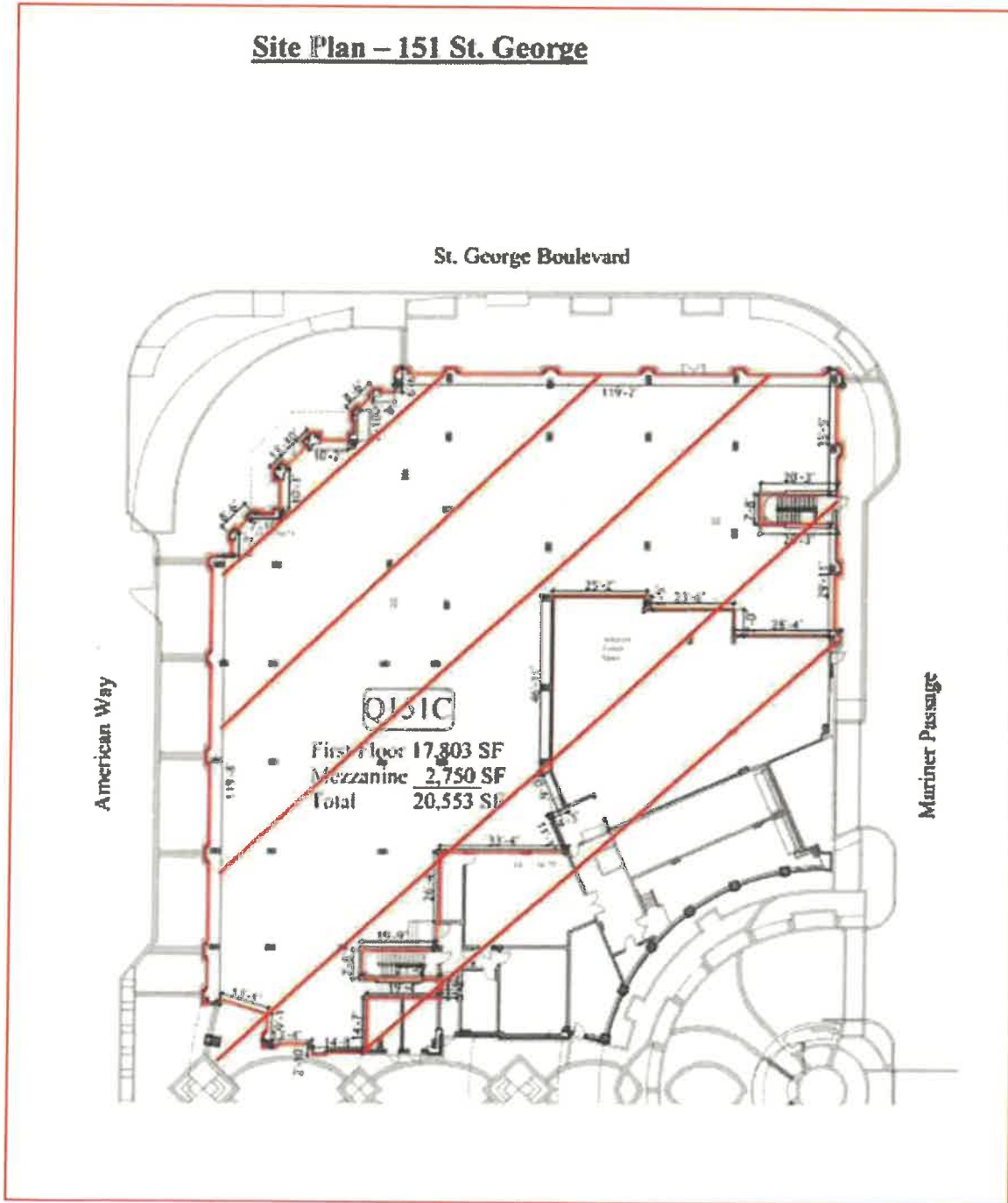
Rules & Regulations

Licensee shall also observe the following rules and regulations for Events at the Project:

- If Licensee violates the use clause set forth in the Agreement, the Security Deposit will be forfeited.
- Licensee must contract with the janitorial company designated by the Project.
- Licensee will be required to hire off-duty Prince George's County Police officers, should the Event require.
- Licensee will notify Prince George's County EMS prior to the Event, to ensure there is an ambulance, fireboat, and other necessary emergency vehicles and equipment on site.
- If any asphalt repairs are required Licensee will contract with the contractor designated by Licensor.
- No political speech of any kind will take place on Project property.
- No voter registration will be allowed on Project property.
- No fireworks, sparklers or other flammable or combustible items shall be permitted on the Project property, including the License Area, unless specifically authorized by Licensor in writing.
- Licensee must provide advertising plans and creative design, including website design, to the Project's office for approval.
- Licensee will reimburse Licensor for a full dumpster (approximately \$800) as Licensee's contribution towards the disposal of trash generated by the Event OR Licensee will provide their own dumpster for the event's trash.
- If event is two (2) or more days in duration, Licensee shall provide overnight security through a professional security company registered in the State of Maryland. Should the Event require a vendor parking area, Licensee will provide security for this area through the use of such professional security company.
- Licensee's music selection must be submitted to and approved by Project management, in advance of the Event. The music selection must be for General Audiences. Lyrics which include profanity or other language which could reasonably provoke violence or criminal acts are strictly prohibited.
- Licensee will include directional signage to direct guests to the Event site.
- Should the Event require, Licensee shall enlist volunteers or hire persons who will be positioned at all cross -walks to direct guests to the Event site. Volunteers will not be allowed to solicit business, but shall be limited to providing guidance and directions.

EXHIBIT "A"

Site Plan – 151 St. George



NH SPECIAL EVENTS, LLC
 165 Waterfront Street
 National Harbor, MD 20745
 301.203.4170, Fax: 301.749.7144

DATE: 11/22/2024
INVOICE #: 891900-09-14

BILL TO:
 Oak Creek Club, HOA
 600 Bowieville Manor Ln,
 Upper Marlboro, MD 20774

Attn: Tashawn Andrews
tandrews@oakcreekclub.com

DUE	DESCRIPTION	AMOUNT
12/15/2024	Security Deposit	\$2,000.00
3/15/2025	License fee	\$14,000.00
AMOUNT DUE		\$16,000.00

Make all checks payable to: NH Special Events, LLC
 If you have any questions concerning this invoice, contact:

Sabine Gumula | sgumula@petersoncos.com

THANK YOU FOR YOUR BUSINESS!

Memorandum

To: Oak Creek Club Homeowners Association Board of Directors

From: Mrs. Monique Turman, On-Site Assistant Community Manager- Community Association Management Professionals (CAMP)

Date: Friday, January 10, 2025

Re: **New Business:** Review and approve Queen Anne and Deer Run bi-fold gate repairs needed. **ALSO PLEASE REVIEW THE RECENTLY RECEIVED CLUBHOUSE EXIT LANE REPLACEMENT RECOMMENDATION BY DMV GATES.**

G. Review and approve Queen Anne and Deer Run bi-fold gate repairs needed.

Summary: Queen Anne Resident Lane Bifold – Heavy Duty Dual Swing Gate Operator Replacement

The Procurement and Installation of One (1) Lift Master Heavy Duty Dual Swing Gate Operator

Findings:

The bifold gate is currently stuck in the open position and is not closing. During a site visit on December 12, 2024, the gate system was found to have multiple critical issues, including an inoperable control board. Despite extensive troubleshooting- such as power cycling the system, verifying wiring connections, and inspecting for visible faults – the system remained non-functional.

Per the description – “It is important to note that the control board is not the only component experiencing issues, and replacing or repairing parts cannot guarantee a reliable resolution. Based on the system’s overall condition, we strongly recommend replacing the entire system. Continued repairs may not be effective or cost-efficient in restoring reliable functionality.

Cost: Subtotal:	\$8,821.70
Tax:	\$ 529.30
Total:	\$9,351.00

Re: **Deer Run Exit Lane Bifold** – Secondary Arm Replacement

The Procurement and Installation of Liftmaster Secondary Arm

Findings:

It was recommended to replace the secondary arm, as it has sustained significant damage which appears to have been caused by an accident with a vehicle. The internal parts are broken, the gate is damaged, and the brackets are severely bent.

Cost: Subtotal: \$2,490.00
Tax: \$ 149.40
Total: \$2,639.40

Description: Clubhouse Exit Lane – Barrier Arm Gate Operator Replacement w/LED Arm

The Procurement and Installation of One (1) Liftmaster 14' LED Barrier Arm

Findings:

During the service call on December 18, 2024, it was found that the gate arm was broken, posing a potential safety hazard. Furthermore, the system has been experiencing ongoing malfunctions. Due to the overall condition of the system, replacing parts would fully resolve the persistent issues. We recommend replacing the entire system with a more dependable and long-lasting solution.

Cost: Subtotal: \$10,253.80
Tax: \$ 615.23
Total: \$10,869.03

Action Needed: The Board needs to review the various estimates from DMV Gates and vote whether to move forward or not.



DMV Gates & Security Solutions

Business Number 888-958-5815
202-505-4647
<https://www.dmvgates.com>
office@dmvgates.com

ESTIMATE
EST3448

DATE
Jan 10, 2025

TOTAL
USD \$9,351.00

TO

Oak Creek - Queen Anne Resident Lane

14505 Mary Bowie Pkwy
Upper Marlboro, MD
20774
(917) 808-0998
manager@oakcreekclub.com

DESCRIPTION	RATE	QTY	AMOUNT
Queen Anne Resident Lane Bifold - Heavy Duty Dual Swing Gate Operator Replacement The Procurement and Installation of One (1) Lift Master Heavy Duty Dual Swing Gate Operator	\$8,821.70	1	\$8,821.70

Product Overview:

The LiftMaster Heavy Duty Dual Swing Gate Operator is a powerful and reliable system designed for residential and light commercial use. It combines durability with advanced safety and convenience features.

Key Features

Durable Housing: Commercial-duty cast aluminum.

UL Usage Classification: I, II, III, and IV for enhanced safety.

Backup Power: Includes two 7Ah batteries for seamless operation during power outages.

Safety Alerts: Pre-motion warning alarm activates three seconds before gate motion.

Synchronized Gate Closure: Ensures simultaneous closing of both gates.

Remote Control Capability: Supports up to 50 remote controls, expandable to unlimited with 811LMX/813LMX.

Solar-Ready: Comes with a smart solar panel kit for reliable solar power.

Internet Connectivity: MyQ® technology for monitoring and control via the

DESCRIPTION	RATE	QTY	AMOUNT
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MyQ app.

Advanced Safety Inputs: Monitored safety inputs for enhanced security.
 Dual-Gate Control: Options for bi-part delay or synchronized close.
 HomeLink® Compatibility: Works with HomeLink® version 4.0 or higher.

Technical Specifications

Housing Material: Commercial-duty cast aluminum.
 Actuator Arm Weight: 35 lbs.
 Control Box Weight: 13 lbs (includes two 7Ah batteries).
 Dimensions: 21.00" x 17.22" x 6.19".
 Diagnostic Display: LED for simplified installation and troubleshooting.
 Programmable Auxiliary Relays: Easy addition of extra features.
 Commercial-Grade Design: Built for durability and reliability.

Included Components

- Two (2) Actuator Arms
- Four (4) Arm Brackets
- One (1) Control Box
- One (1) Monitored Photoeye with Reflector
- Two (2) 7Ah Batteries
- One (1) Built-in Receiver
- Two (2) Warning Signs
- Two (2) Remotes

Warranty

Two (2) Years Manufacturer Warranty
 60-Day Labor Warranty for installation

Include Labor & Installation:

The purchase of the LiftMaster Heavy Duty Dual Swing Gate Operator includes complete labor and installation services. Our skilled technicians will manage the entire installation process, ensuring a professional and hassle-free experience. Additionally, we provide a 60-day labor warranty, offering peace of mind and support for any issues that may arise during this period.

Estimate Justifications:

The bifold gate is currently stuck in the open position and is not closing.

DESCRIPTION	RATE	QTY	AMOUNT
<p>During our last visit on December 12th, the gate system was found to have multiple critical issues, including an inoperable control board. Despite extensive troubleshooting—such as power cycling the system, verifying wiring connections, and inspecting for visible faults—the system remained non-functional.</p> <p>It is important to note that the control board is not the only component experiencing issues, and replacing or repairing parts cannot guarantee a reliable resolution. Based on the system's overall condition, we strongly recommend replacing the entire system. Continued repairs may not be effective or cost-efficient in restoring reliable functionality.</p> <p>For any further questions, please contact us at 202-505-4445 or reach out to Michael directly at 202-505-4441.</p>			

SUBTOTAL	\$8,821.70
TAX (6%)	\$529.30
TOTAL	USD \$9,351.00

Thank You for Reviewing our Estimate.
Your Security is Our Priority!

*. Due to ongoing disruptions in the global supply chain, escalating steel prices, and the general uncertainty surrounding parts availability, our quoted pricing is valid for a duration of 15 days, and the lead times provided are subject to potential adjustments at any time

** We can provide financing options for projects exceeding \$10,000 for approved clients. Please don't hesitate to reach out for additional details and information.



DMV Gates & Security Solutions

Business Number 888-958-5815
202-505-4445
www.dmvgates.com
office@dmvgates.com

ESTIMATE

EST3694

DATE

Dec 30, 2024

TOTAL

USD \$2,639.40

TO

Oak Creek - Deer Run Exit Lane

14505 Mary Bowie Pkwy
Upper Marlboro, MD
20774
(301) 390-1721
manager@oakcreekclub.com

DESCRIPTION	RATE	QTY	AMOUNT
Deer Run Exit Lane Bifold - Secondary Arm Replacement The Procurement and Installation of Liftmaster Secondary Arm	\$2,490.00	1	\$2,490.00

Product Overview:

The LiftMaster Secondary Arm is a powerful and reliable system designed for residential and light commercial use. It combines durability with advanced safety and convenience features.

Key Features

- Durable Housing: Commercial-duty cast aluminum.
- UL Usage Classification: I, II, III, and IV for enhanced safety.
- Backup Power: Includes two 7Ah batteries for seamless operation during power outages.
- Safety Alerts: Pre-motion warning alarm activates three seconds before gate motion.
- Synchronized Gate Closure: Ensures simultaneous closing of both gates.
- Remote Control Capability: Supports up to 50 remote controls, expandable to unlimited with 811LMX/813LMX.
- Solar-Ready: Comes with a smart solar panel kit for reliable solar power.
- Internet Connectivity: MyQ® technology for monitoring and control via the MyQ app.
- Advanced Safety Inputs: Monitored safety inputs for enhanced security.

DESCRIPTION	RATE	QTY	AMOUNT
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Dual-Gate Control: Options for bi-part delay or synchronized close.
HomeLink® Compatibility: Works with HomeLink® version 4.0 or higher.

Technical Specifications

- Housing Material: Commercial-duty cast aluminum.
- Actuator Arm Weight: 35 lbs.
- Control Box Weight: 13 lbs (includes two 7Ah batteries).
- Dimensions: 21.00" x 17.22" x 6.19".
- Diagnostic Display: LED for simplified installation and troubleshooting.
- Programmable Auxiliary Relays: Easy addition of extra features.
- Commercial-Grade Design: Built for durability and reliability.

One (1) Actuator Arm

Warranty

- Two (2) Years Manufacturer Warranty
- 60-Day Labor Warranty for installation

Include Labor & Installation:

The purchase of the LiftMaster Secondary Arm includes complete labor and installation services. Our skilled technicians will manage the entire installation process, ensuring a professional and hassle-free experience. Additionally, we provide a 60-day labor warranty, offering peace of mind and support for any issues that may arise during this period.

Estimate Justifications:

We recommend replacing the secondary arm, as it has sustained significant damage which appears to have been caused by an accident with a vehicle. The internal parts are broken, the gate is damaged, and the brackets are severely bent.

For further questions, please contact us at (202) 505-4445 or reach out to Michael directly at (202) 505-4441.

SUBTOTAL	\$2,490.00
TAX (6%)	\$149.40

TOTAL

USD \$2,639.40

Thank You for Reviewing our Estimate.
Your Security is Our Priority!

*. Due to ongoing disruptions in the global supply chain, escalating steel prices, and the general uncertainty surrounding parts availability, our quoted pricing is valid for a duration of 15 days, and the lead times provided are subject to potential adjustments at any time

** We can provide financing options for projects exceeding \$10,000 for approved clients. Please don't hesitate to reach out for additional details and information.



DMV Gates & Security Solutions

Business Number 888-958-5815
202-505-4445

<https://www.dmvgates.com>
office@dmvgates.com

ESTIMATE

EST3699

DATE

Jan 10, 2025

TOTAL

USD \$10,869.03

TO

Oak Creek - Clubhouse Exit Lane

14505 Mary Bowie Pkwy
Upper Marlboro, MD
20774
(301) 390-1721
manager@oakcreekclub.com

DESCRIPTION	RATE	QTY	AMOUNT
Clubhouse Exit Lane - Barrier Arm Gate Operator Replacement w/ LED Arm The Procurement and Installation of One (1) Liftmaster Mega Arm Tower - High-Performance DC	\$10,253.80	1	\$10,253.80

The high-traffic DC barrier gate operator is a reliable and heavy-duty motor designed for demanding applications. It features a battery backup that provides up to 900 cycles of operation during power outages, ensuring your property stays safe and secure. The operator also includes a smooth start/stop operation that extends the life of the motor, magnetic limit sensors designed for high-cycle applications, and surge suppression for industrial surge and lightning protection. The product comes with a 10-year warranty for the aluminum frame and a 2-year warranty for parts. Additionally, the operator offers a range of optional accessories, including a traffic light and LED barrier arm for exceptional visibility, and a connected access portal for cloud-based, credentialed access control.

Mechanics:

The cover is available in two options: MA—UV-Resistant Polyethylene and MAT—Full Aluminum Cabinet.
The product complies with UL® 325 and UL 991 standards, including

DESCRIPTION	RATE	QTY	AMOUNT
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Class I, II, III, and IV classifications.
 Recommended capacities include a maximum arm length of 9–17 ft. with Aluminum or PVC arms and a cycle limit of 6,000/day.
 The barrier arm material is made of aluminum.
 The operating voltage is 12VDC.
 The lamp type used is LED 2528 IP68 Silica Gel Filled.
 The color of the lamp is red/white.
 The power consumption is 14.4 W/m.
 The product is UL Listed under UL 325 and UL 991—Class I, II, III, and IV.
 It comes with a 6-month limited warranty.

Power:
 The product is designed for 120V applications, with an optional 220V power supply.
 The accessory power is 24VDC with a rating of 500 mA.
 It features a 24VDC/800 RPM continuous-duty motor, equivalent to 1/2 HP.
 The gear reduction is provided by a 60:1 reducer in a synthetic oil bath.
 The chassis is made of powder-coated 1/4 inch material.

Additional Features:
 It has a battery backup system that can support up to 900 cycles.
 The barrier arm length can be extended up to 17 ft.
 SAMS (Sequenced Access Management System) is included to provide control between the barrier and slide/swing gate operator, optimizing traffic flow.
 Surge suppression is implemented to provide industrial surge and lightning protection.
 Magnetic limit sensors are designed specifically for high-cycle applications.
 The smooth start/stop operation helps extend the life of the operator.

Accessories:
 RGL24LY Traffic Light
 LED Barrier Arm for exceptional visibility
 Connected Access Portal for cloud-based, credentialed access control

Warranty of 10 Years for Aluminum Frame and 2 Years for parts.

Include Labor & Installation:

DESCRIPTION	RATE	QTY	AMOUNT
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The purchase of LiftMaster MEGA ARM TOWER includes labor and installation services, providing a comprehensive solution for the installation process. Our skilled technicians will handle the installation, ensuring a professional and hassle-free experience. Additionally, we offer a 60-day labor warranty, providing peace of mind and support for any issues that may arise during this period.

The Procurement and Installation of One (1) Liftmaster 14' LED Barrier Arm

Aluminum arm with integrated red LED light and DOT tape provides exceptional visibility 24 hours a day. Built with aluminum product material to offer great versatility and allow creativity and innovation in design and construction. Durable feature for better reliance and usability.

Product Details

Exclusive patented design with 3" round flat sides

IP68 rated, waterproof LED lights

Operating temperature: -13°F - +140°F

LED operating voltage: 12VDC

LED Type: 3528 IP68 Silica gel filled

Power: 14.4W / 4 meter roll

Safety and Security

Include Labor & Installation:

The purchase of Liftmaster LED Barrier Arm includes labor and installation services, providing a comprehensive solution for the installation process. Our skilled technicians will handle the installation, ensuring a professional and hassle-free experience. Additionally, we offer a 60-day labor warranty, providing peace of mind and support for any issues that may arise during this period.

Estimate Justifications:

During the service call on December 18th, it was found that the gate arm was broken, posing a potential safety hazard. Furthermore, the system

DESCRIPTION	RATE	QTY	AMOUNT
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has been experiencing ongoing malfunctions. Due to the overall condition of the system, replacing parts would fully resolve the persistent issues. We recommend replacing the entire system for a more dependable and long-lasting solution.

Please don't hesitate to contact us at 202-505-4445 or reach out to Michael directly at 202-505-4441 for any further questions.

SUBTOTAL	\$10,253.80
TAX (6%)	\$615.23
TOTAL	USD \$10,869.03

Thank You for Reviewing our Estimate.
Your Security is Our Priority!

*. Due to ongoing disruptions in the global supply chain, escalating steel prices, and the general uncertainty surrounding parts availability, our quoted pricing is valid for a duration of 15 days, and the lead times provided are subject to potential adjustments at any time

** We can provide financing options for projects exceeding \$10,000 for approved clients. Please don't hesitate to reach out for additional details and information.







Memorandum

To: Oak Creek Club Homeowners Association Board of Directors

From: Mrs. Monique Turman, On-Site Assistant Community Manager- Community Association Management Professionals (CAMP)

Date: Friday, January 10, 2025

Re: **Old Business:** Facilities Swim and Tennis Center Paint Request

H. Review and approve Facilities Swim & Tennis Center Paint Request

Summary: As per Mrs. Monique Turman, there were three (3) previous paint vendors, who submitted quotes to repaint the swim and tennis center. All committee members voted to present Luis Painting, LLC to the HOA Board.

1. Luis Painting LLC: The scope of work for labor and materials: Interior - \$2,500.00

(See enclosure)

Prep and paint the following areas: Repainting requires several coats

Walls and trim (No ceilings)

Hall

- Re-paint over the Green paint on the main walls
- o Note – Picture Frames were not there upon original quote
- Re-paint baseboards to original white
- Re-paint the glossy black paint over the top and bottom of Pillars columns (2)
- o Multi-purpose room
- o Re-paint over the grey chair rails
- o Color – white like baseboards

Gym

- Re-paint one grey wall on the wall of entrance door to match the adjacent grey wall paint
- o Color – need to match current paint (light grey)

Amount of Paint – Paint not included – estimated paint cost could range from \$700.00 to \$1,000.00 depending on paint type. Recommend Benjamin Moore paint.

o Initial Amount of Paint

- 5 gallons of Primer
- 5 gallons of Paint
- 1 gallon of semi-gloss
- Note: the total may extend up to 8 gallons, however the initial purchase will be 5 gallons

Timeline

- 2 days to paint
- 2 to 3 painters

Note: Will provide sample paint on wall before paint the entire wall to ensure customer satisfaction.

Management response:

We do not agree with the recommendation to repaint the interior walls at this time, we recommend moving forward with adding artwork to the walls to complete the suggested design staging provided by McLean and Tircuit LLC. The quote presented included art and lighting totaling \$2,798.00. Please review the estimate and the photos attached.

Action Needed: The Board needs to review the estimate from Lusic Painting LLC and vote on the Facilities Committee's request.

Moriah Benjamin
14505 Mary Bowie Pkwy
Upper Marlboro, MD 20774
(301) 390-1721
Estimate # 2714
Date: 10/24/2024

Luis Painting LLC
Hyattsville, MD
Cedilloluis78@gmail.com
(301) 221-5277
(240) 868-5776

Description	Total
Interior	\$2500.00

Prep and paint the following areas: Repainting require several coats

Walls and trim (No ceilings)

Hall

- Re-paint over the Green Paint on main walls
 - Note – Picture Frames were not there upon original quote
- Re-paint baseboards to original white
- Re-paint the glossy black paint over the top and bottom of Pillars columns (2)
 - Multi-purpose room
 - Re-paint over the grey chair rails
 - *Color* – white like baseboards

Gym

- Re-paint one grey wall on wall of entrance door to match the adjacent grey wall paint
 - *Color* - need to match current paint (light grey)

Amount of Paint – Paint not included – estimated paint cost could range from \$700.00 to \$1,000.00 depending on paint type. Recommend Benjamin Moore paint.

- Initial Amount of Pain

- 5 gallons of Primer
- 5 gallons of Paint
- 1 gallon of semi-gloss
- Note total might be 7 to 8 gallons but will only purchase 5 gallons initially

Timeline

- 2 days to paint
- 2 to 3 painters

Note:

Will provide sample Paint on wall before paint the entire wall to ensure customer satisfaction.

We stand behind our work and will ensure complete customer satisfaction

Luis Painting, LLC













McLean and Tircuit LLC
 617 Main St.
 Laurel, MD
 20707



Item / Proposal Ref	Item	Qty	Per Unit	Total	This Invoice %	Amount This Invoice	Tax
08 /	WHITE COVERS I #28365: ART - 41 X 61 FRAME - FR: 513-50	1	\$399.00	\$399.00	100%	\$399.00	E
09 /	WHITE COVERS II #28366: ART - 41 X 61 FRAME - FR: 513-50	1	\$399.00	\$399.00	100%	\$399.00	E
Subtotal:				\$798.00		\$798.00	

Note - Total Price is presented for reference only.

Other

Description	Total	Tax
PACKING/SHIPPING OF ART	\$450.00	E
ADMIN. HOURLY FEE FOR 1 HOUR	\$85.00	E
5 COMMERCIAL RECESS LED LIGHT FIXTURES - \$275 PER LIGHT	\$1,375.00	E
RESTOCKING FEE - \$90 PER FRAME	\$90.00	E
Subtotal:	\$2,000.00	
Subtotal:	\$2,798.00	
Total:	\$2,798.00	

STRATEGIC PLANNING SESSION FOR FEBRUARY 2025

Management Recommendations:

Please develop and consider a mission statement. Thank you.