

Thank you for your submission to the Consumer Protection Division.

Your reference number is: 355931

The following is the information you have submitted on July 27, 2022 at 12:52 PM:

Prefix

First Name

Last Name

Address

Address 2

City

State

Zip Code

Best

Telephone
Number to
use during
the Day

E-mail
Address

Business Name Marathon Auctions

Business Address 1000 N West Street Suite 1200

Business City Wilmington

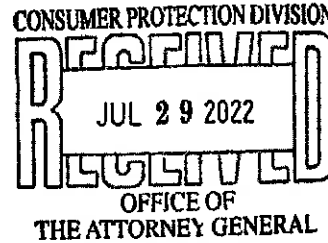
Business State DE

Business Zip Code 19801

Business Primary Telephone Number 302-300-3749

Business Web Site Address www.marathonauction.net

How did you hear about the business? Mail - Direct



Where did the purchase or lease take place? Business - Other Location

When did the purchase take place? 05/15/2022

What would you like the business to do? Refund/Reimbursement

Please describe your dispute

I have been a victim of what appears to be a bait and switch scam. This is what happened: I bought a necklace from this business called "Marathon Auctions" on May 15th at an auction at Rockwood Manor (11001 MacArthur Blvd Potomac, MD 20854). I paid \$24,380. The necklace is composed of gemstones that were advertised simply as "ruby" (please see advertisement brochure attached Exhibit A) and after the sale I discovered that the item was not made of natural rubies, as the merchant described. Before buying the item, I asked to merchant to show me the certificate of authenticity, but they refused and told me I had to buy and pay the item first, then they were going to show me the certificate. As soon as I purchased the item and gave them the credit card, they gave me the American International Gemological Laboratories (AIGL) appraisal report (please find it attached to this letter Exhibit B). As soon as I saw the report, I noticed gemstones were treated by fracture filling, so at that moment I understood immediately that it was not natural rubies that I was buying. I realized I had been deceived and I told the merchant Marathon Auctions to take back the item because it was not what they advertised and what I paid for. The merchant refused, telling me the sale was final. I notified my credit card company (American Express) right away and I opened a dispute. An AMEX investigation is ongoing for more than two months without resolution to date. I also talked with Mr. Bruno, the AIGL gemologist who appraised this item for Auctions and he confirmed this piece is not made of natural rubies. Please see his email attached Exhibit C. About two months ago, someone by the name of Eddie from Marathon Auctions called me and told me that if I was willing to drop the dispute with American Express, he was going to give me \$3000 discount, but I told him I did not want to do that since what they did was deceptive and fraudulent. Since then, I have been unable to get in touch with the merchant despite multiple attempts. Indeed, by regulation as described by the Federal Trade Commission section 23.23, it is "unfair or deceptive to use the unqualified words "ruby," "sapphire," "emerald," "topaz," or the name of any other precious or semi-precious stone to describe any product that is not in fact a natural stone of the type described." Furthermore, they also state in section 23.22 that: "it is unfair or deceptive to fail to disclose that a gemstone has been treated if: (a) The treatment is not permanent. The seller should disclose that the gemstone has been treated and that the treatment is or may not be permanent; (b) The treatment creates special care requirements for the gemstone. The seller should disclose that the gemstone has been treated and has special care requirements. It is also recommended that the seller disclose the special care requirements to the purchaser; (c) The treatment has a significant effect on the stone's value. The seller should disclose that the gemstone has been treated." By these regulations to protect consumers as detailed by the FTC, the seller, Marathon Auctions should not have simply advertised the item as "ruby" and needed to disclose that the gemstones were treated by fracture filling. This information is vital to know

prior to purchase as it effects the longevity, care, and value of the gemstone. The lack of transparency and misuse of words by Marathon Auctions is unfair, deceptive, and unlawful. I hope someone can assist me in enforcing the federal laws and regulations which were broken in this case. It should have been disclosed to me prior to purchase that the item was not made of natural rubies.

How did you hear about our office? Other

Do you have any documents that support your complaint? yes

Description of supporting documents Exhibit A: Advertisement brochure from merchant Exhibit B: American International Gemological Laboratories (AIGL) Appraisal Report Exhibit C: Email from AIGL (merchant's gemologist) to me

Contact, other than the consumer

Most recent date consumer contacted business 07/26/2022 - Latest call attempt with no answer.

How much did you pay? 24,380.00

How did you pay? credit card

Have you filed with another agency? no

Have you contacted an attorney or filed a lawsuit? no

If Refund, please state the 24380

amount
desired

Please print this page for your records.

If you need to submit supporting documents, please enclose a copy of this page with the documents and the mail or fax them to:

Consumer Protection Division
200 St. Paul Place, 16th Floor
Baltimore, MD 21202
Fax: (410) 576-7040

Failure to submit supporting documents or enclose a copy of this page with your documents will delay processing of your submission.

If you have any questions feel free to contact us at 410-576-6550.

[Click here to exit your File.](#)

BRIAN E. FROSH
Attorney General



ELIZABETH HARRIS
Chief Deputy Attorney General

CAROLYN QUATTROCKI
Deputy Attorney General

FACSIMILE NO.

STATE OF MARYLAND
OFFICE OF THE ATTORNEY GENERAL

WRITER'S DIRECT DIAL NO.

(410) 576-7040

(410) 528-8662

August 5, 2022

Re: Marathon Auctions
Case No.: MU-355931

Dear :

Thank you for your recent correspondence regarding the problems you experienced with Marathon Auctions. Unfortunately, the Consumer Protection Division is not the proper state agency to assist you with these concerns. For this reason, by copy of this letter we are referring your complaint to the following which we believe will be better able to assist you.

Delaware Attorney General's Office
Carvel State Office Building, 8th Floor
820 North French Street
Wilmington, DE 19801
302-577-8600
1-800-220-5424

If you do not hear from the above following receipt of this letter, you may wish to contact them directly to verify receipt of your referred complaint. Thank you again for notifying us of your concerns and we hope that the Delaware Attorney General's Office will be able to assist you.

Very truly yours,

Consumer Protection Division

cc: Delaware Attorney General's Office

OFFICE OF THE ATTORNEY GENERAL
CONSUMER PROTECTION DIVISION
200 SAINT PAUL PLACE, 16TH FLOOR
BALTIMORE, MD 21202-2021

Complaint Information Summary

Case #: *MU-355931*

Consumer Information:

Day Phone:
Evening Phone:
Email:

Business Information:

*Marathon Auctions
1000 N West Street
Suite 1200
Wilmington, DE 19801
302-300-3749*

Place of Transaction: *Business - Other Location*

Date of Transaction: *05/15/2022*

Consumer's Description of Complaint:

I have been a victim of what appears to be a bait and switch scam. This is what happened: I bought a necklace from this business called "Marathon Auctions" on May 15th at an auction at Rockwood Manor (11001 MacArthur Blvd Potomac, MD 20854). I paid \$24,380. The necklace is composed of gemstones that were advertised simply as "ruby" (please see advertisement brochure attached Exhibit A) and after the sale I discovered that the item was not made of natural rubies, as the merchant described.

Before buying the item, I asked to merchant to show me the certificate of authenticity, but they refused and told me I had to buy and pay the item first, then they were going to show me the certificate. As soon as I purchased the item and gave them the credit card, they gave me the American International Gemological Laboratories (AIGL) appraisal report (please find it attached to this letter Exhibit B).

As soon as I saw the report, I noticed gemstones were treated by fracture filling, so at that

moment I understood immediately that it was not natural rubies that I was buying. I realized I had been deceived and I told the merchant Marathon Auctions to take back the item because it was not what they advertised and what I paid for. The merchant refused, telling me the sale was final. I notified my credit card company (American Express) right away and I opened a dispute. An AMEX investigation is ongoing for more than two months without resolution to date.

I also talked with Mr. Bruno, the AIGL gemologist who appraised this item for Auctions and he confirmed this piece is not made of natural rubies. Please see his email attached Exhibit C.

About two months ago, someone by the name of Eddie from Marathon Auctions called me and told me that if I was willing to drop the dispute with American Express, he was going to give me \$3000 discount, but I told him I did not want to do that since what they did was deceptive and fraudulent. Since then, I have been unable to get in touch with the merchant despite multiple attempts.

Indeed, by regulation as described by the Federal Trade Commission section 23.23, it is "unfair or deceptive to use the unqualified words "ruby," "sapphire," "emerald," "topaz," or the name of any other precious or semi-precious stone to describe any product that is not in fact a natural stone of the type described."

Furthermore, they also state in section 23.22 that:

"it is unfair or deceptive to fail to disclose that a gemstone has been treated if:

(a) The treatment is not permanent. The seller should disclose that the gemstone has been treated and that the treatment is or may not be permanent;

(b) The treatment creates special care requirements for the gemstone. The seller should disclose that the gemstone has been treated and has special care requirements. It is also recommended that the seller disclose the special care requirements to the purchaser;

(c) The treatment has a significant effect on the stone's value. The seller should disclose that the gemstone has been treated."

By these regulations to protect consumers as detailed by the FTC, the seller, Marathon Auctions should not have simply advertised the item as "ruby" and needed to disclose that the gemstones were treated by fracture filling. This information is vital to know prior to purchase as it effects the longevity, care, and value of the gemstone. The lack of transparency and misuse of words by Marathon Auctions is unfair, deceptive, and unlawful.

I hope someone can assist me in enforcing the federal laws and regulations which were broken in this case. It should have been disclosed to me prior to purchase that the item was not made of natural rubies.

Resolution Consumer is Seeking:

Refund/Reimbursement

Refund Requested:

24380

SEIZED ASSETS & FORFEITURES

Fine Jewelry: Diamond, Rubies, Emeralds, Tanzanite, Sapphires, Rare Watches: Patek Philippe, Rolex, etc. Fine Art, Silk Carpets,

FORCED AUCTION SUN. MAY 15 AT 2:00 PM VIEW 1:00 PM

Fine Art: Oils & Graphics: Pablo Picasso, Roy Lichtenstein, Keith Haring, Claude Monet, Camille Pissarro, Salvador Dali, Tom Everhart, Pino, Pierre-Auguste Renoir, Peter Max, Andy Warhol, Mr. Brainwash, Rembrandt and many others. Exceptional Fine Jewelry: Diamonds, Rubies, Emeralds, Tanzanites, Sapphires, Tourmaline, Morganite, Pink Sapphires, set in Rings, Bracelets, Earrings & Necklaces, Gold Chains, Gold Bracelets, Pearl Necklaces, Rare Yellow & Green Diamond Rings. Watches: Rolex, Piaget, Patek Philippe, Cartier, Breitling, Chopard Geneve, and many others. Silk 9 x 12 Tabriz, Fine Agara, and many others handmade silk & wool Persian & Oriental carpets.

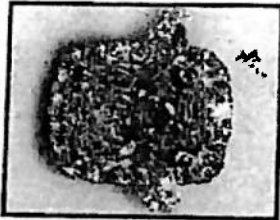
Terms: Cash, Visa/MC, Amex, Bank wires. 15% buyers premium. All sales final. Photo ID required for admission. Armed Police Security on premises. Picture of building for promotional purposes only. Info: 240-428-8848 | consignors: www.marathonauktion.net



Rare Picasso
Collection



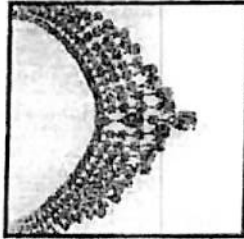
Exceptional All
Diamond
Rolex Watches



6.18ct Yellow
Princess Cut
Solitaire
Diamond
Ring



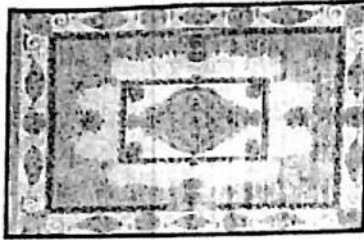
Magnificent
63ct Ruby &
Diamond
Necklace



Exceptional
High
Value
Diamond
Necklace



Exceptional
Diamond
AUDEMARS
PIGUET



Exceptional Master-
piece 9 x 12 Silk Large
Tabriz Carpet & other
fine Handmade Oriental
Carpets



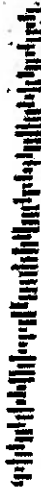
Rare Peter Max Painting



Mr Brainwash painting

Exhibit
A

Post Sit
US Postage
Paid
Dulles, VA
Permit 6418



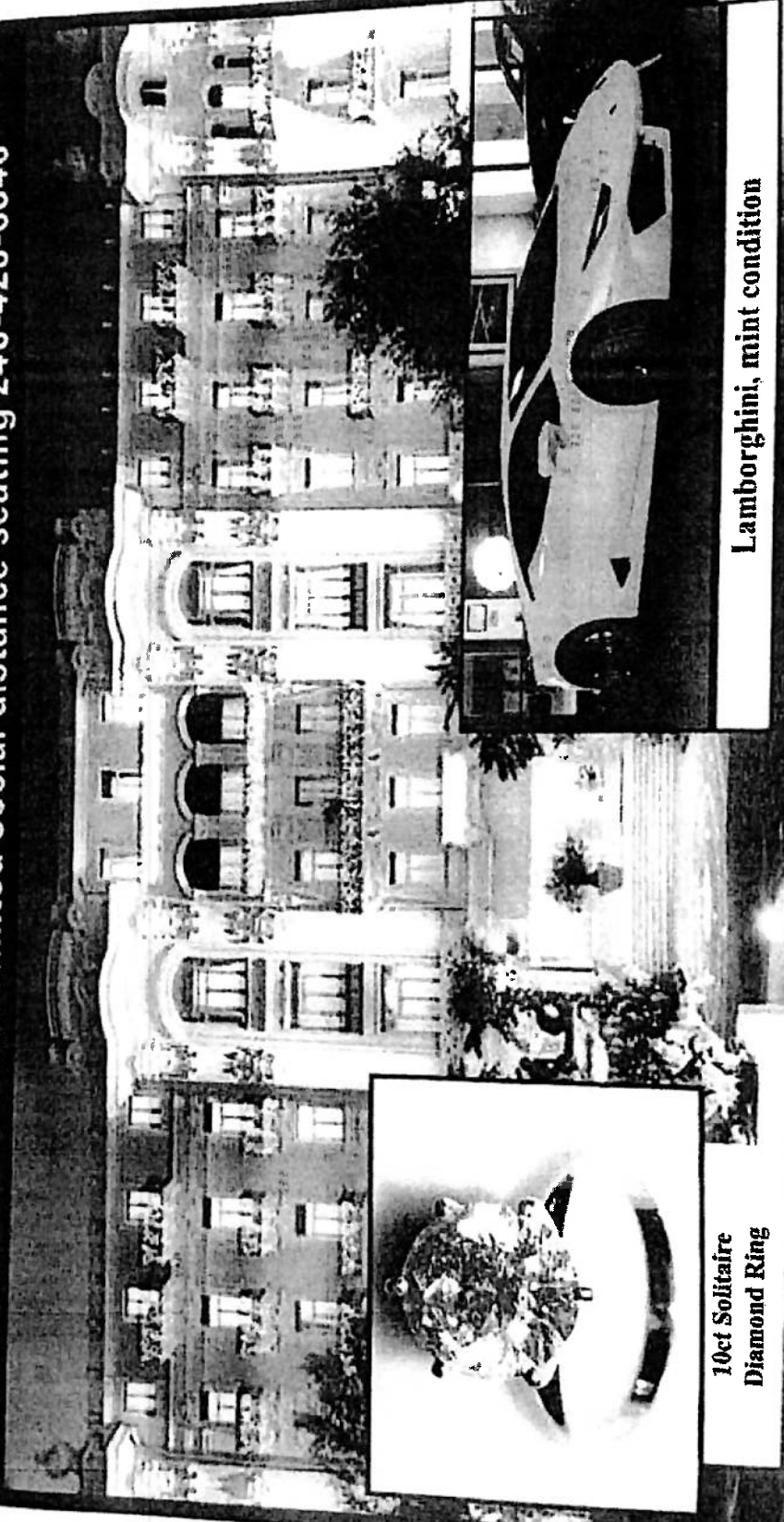
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FORCED AUCTION SEIZED ASSETS & FORFEITURES TO BE LIQUIDATED

There will be a vast majority of additions of comparable elegance to compliment this Extraordinary Sale including: Fine Art: Pablo Picasso etc. | Handmade Oriental Rugs. Rolex watches | Diamonds, Ruby, Tanzanite, Tourmaline, Emerald & Sapphire jewelry

For auction convenience, valuables moved to the:

Rockwood Manor - 11001 MacArthur Blvd Potomac 20854
Call to reserve free Limited social distance seating 240-428-6848



**10ct Solitaire
Diamond Ring**

Lamborghini, mint condition



A I G L

American International Gemological Laboratories, Inc.
608 S. Hill Street, Suite 800 • Los Angeles, CA 90014
Tel: 213-629-3323 Fax: 213-629-3322
www.gemologylab.com

Exhibit
B

J126217

APPRAISAL REPORT

April 25, 2022
Appraisal Number: K15E798-EA17122

14K Gold Ruby & Diamond Necklace

One polished, stamped, and tested 14K yellow gold necklace mounted with: 33 oval shaped rubies weighing approximately 124.30 carats, and 792 round diamonds weighing approximately 8.12 carats. The necklace measures 17.75 inches in length and is finished with a tension lock clasp and double safety clasp. This item weighs 52.9 grams, condition is new, excellent workmanship.

MAIN GEMSTONES

Species: Natural Corundum
Variety: Ruby
Shape: Oval
Cutting Style: Brilliant Cut Crown
Step Cut Pavilion
Quantity: 33 Rubies
Measurements: 10 x 8 mm
Total Weight: 124.30 carats
Color: Red
Cut Grade: Very Good
Treatment: Fracture Filled
Refractive Index: 1.762 - 1.770 DR
Birefringence: 0.008 - 0.010
Hardness: 9



ADJACENT GEMSTONES ON NECKLACE

Identity: Natural Diamond
Shape: Round
Cutting Style: Brilliant Cut
Quantity: 792 Diamonds
Measurements: 1.3 - 1.4 mm
Total Weight: 8.12 carats
Clarity Grade: SI1 - SI2
Color Grade: G - I
Refractive Index: 2.418
Hardness: 10

TOTAL RUBY WEIGHT: 124.30 cts
TOTAL DIAMOND WEIGHT: 8.12 cts
WEIGHT OF ITEM: 52.9 grams
GOLD CONTENT: 14K Yellow Gold
*Carat weights calculated by formula may differ. All stones measured & graded in the mounting.
The rubies have indications of high temperature heat treatment with flux and/or glass additives.
This appraisal is intended for insurance purposes only. Image is approximate.

ESTIMATED RETAIL REPLACEMENT VALUE:

USD \$ 46,834.00

American International Gemological Laboratories, Inc.

C. Blumberg

Collin Blumberg, G.G.
G.I.A. Graduate Gemologist



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American International Gemological Laboratories, Inc.

Exhibit
C

-----Original Message-----

From: gemologist@gemologylab.com <mailto:gemologist@gemologylab.com>
To:

Sent: Wed, Jun 15, 2022 11:32 am

Subject: Re: Appraisal Number: K15E798-EA17122

Hello

As appraisal number K15E798-EA17122 states, the rubies in the necklace are fracture filled natural corundum which have been subjected to high temperature heat treatment with flux and/or glass additives. This treatment process enhances the color of the corundum while at the same time enhancing the clarity. Corundum is the species of gemstone and ruby is the red variety of corundum. Although the species is natural corundum and the variety is ruby, the stones have been subjected to treatment and cannot be referred to as natural ruby.

Sincerely,

Bruno Rivetti

American International Gemological Laboratories, Inc.

www.Gemologylab.com

213.629.3323



FACILITY SALES RECEIPT

Receipt # 292716
Payment Date: 04/28/22
Household: 1001379

ActiveMONTGOMERY
2425 Reddie Drive
Wheaton, MD 20902
Phone:

Maureen Connolly

Private information.

Reservation Updated: Rockwood Manor Park, Rockwood Manor All Main Rooms

Address: 11001 MacArthur Blvd, Potomac, MD, 20854
Reserv. Contact: **Maureen Connolly**
Phone Number: Private
Reserv. Number: 22217
Status: Firm
Purpose: RM220515SMH - The Collection Gallery
Anticipated Count: 100

<u>Date(s) And Times</u>	<u>New Fees</u>	<u>Total Fees</u>	<u>New Paid</u>	<u>Total Paid</u>	<u>Amount Due</u>
Sun 05/15/2022 9:00A to 9:00P	0.00	5,500.00	0.00	5,500.00	0.00

<u>Fee Description</u>	<u>Amount</u>	<u>Count</u>	<u>Discount</u>	<u>Sales Tax</u>	<u>Total Fee</u>
Parks RM Social Extra Hour Fee	500.00	4.00	0.00	0.00	2,000.00
Parks RM Social In-Season, Fri, Sun, NR	3,500.00	1.00	0.00	0.00	3,500.00

Special Questions: Parks Customer Receipt Notes:

Processed on 04/28/22 @ 10:36 am by jhaley	Total New Fees	0.00
	Total Due	0.00
	Total Fees Paid	0.00
	Total Paid	0.00

Household Balance Information

Overall Household Balance Due 0.00

Payment of: 5,500.00 Made By: Facility Reservation Credit Balance



Rockwood Manor Retreats & Events

an M-NCPPC Montgomery Parks Venue

Permit Contract Rules and Regulations



11001 MacArthur Boulevard, Potomac, MD 20854
RockwoodManor@MontgomeryParks.org | 301-563-7510

To The Client: Please read and initial each section. Please read indemnification clause and sign on page 7. Reservation is NOT SECURED until (1) \$750 down payment is received, (2) this signed document is returned, and (3) signed ActiveMontgomery permit.

INITIAL **SECTION 1: RESERVATIONS**

- me*
- 1.1 A \$750.00 down is required to secure an event date.
 - 1.2 The signed permit contract must be returned within 2 business days.
 - 1.3 A reservation is confirmed and becomes binding upon receipt of:
 - (1) \$750.00 down payment;
 - (2) This signed Rules and Regulations document;
 - (3) Signed permit contract.

INITIAL **SECTION 2: MAKING PAYMENTS**

- me*
- 2.1 For your convenience, we accept Visa, MasterCard, Discover, and Amex.
 - 2.2 Checks must be made payable to ActiveMONTGOMERY.
 - 2.3 For checks returned unpaid, the account will be debited for the original check amount, and electronically/via paper for the state's maximum allowable service fee. Payment by check constitutes authorization of these transactions. You may revoke your authorization by calling 1-800-666-5222, ext. 2 to arrange payment for any outstanding checks and service fees due.
 - 2.4 Money orders must be exact change.

INITIAL **SECTION 3: PAYMENT SCHEDULE**

- me*
- 3.1 To reserve a date: \$750.00 down payment is required
 - 3.2 Three months after down payment of deposit: 50% of the total rental fee is due.
 - 3.3 Three months before event date: final balance of 50% is due.
 - 3.4 If a reservation is made 30 to 60 days prior to the rental date, the full rental fee (100%) is due immediately at the time of booking. Reservations will not be accepted less than 30 days prior to rental date, unless authorized by a manager.

INITIAL **SECTION 4: CANCELLATIONS**

- me*
- 4.1 The contract holder may cancel an event for any reason.
 - 4.2 All cancellations must be made in writing by email to RockwoodManor@montgomeryparks.org by the contract holder.
 - 4.3 If the contract holder cancels the event after making the reservation, a \$200.00 cancellation fee is assessed.
 - 4.4 If the contract holder cancels the event 3 months after making the reservation to 3 months prior to the event date, \$200 cancellation fee is assessed, and 50% of payments made to date will be forfeited.
 - 4.5 If the contract holder cancels the event less than 3 months prior to the rental date, 100% of total paid will be

forfeited.

4.6 If Rockwood Manor is unable to fulfill a contract/permit due to causes beyond the control of the event center, any payments, except for services already rendered, will be refunded in full or be applied to a future re-booking under the same terms and rates of the original agreement.

4.7 If at any time the Venue Manager finds that the event compromises the venue, safety to guests, or M-NCPPC staff, M-NCPPC reserves the right to cancel the event immediately without reimbursement.

INITIAL **SECTION 5: DATE CHANGES BY CONTRACT HOLDER**
mc

5.1 A one-time reservation date change within the same venue is acceptable up to 6 months prior to the event date. Any further date changes will be treated as a cancellation.

5.2 Transfers between M-NCPPC-owned facilities will be treated as cancellations.

INITIAL **SECTION 6: CAPACITY**
mc

6.1 The maximum capacity of Rockwood Manor is 120 guests. *

6.2 M-NCPPC strictly upholds the maximum capacity and reserve the right to shut down any events which are over capacity without refund.

INITIAL **SECTION 7A: RENTAL PERIOD**
mc

7.1 The Rental Period and Rental Site(s) are stated on the permit contract.

7.2 Rental Periods may start as early as 8:00 AM and must end no later than 12:00 AM midnight.

7.3 Due to liability, all deliveries, set-up, decorating, caterer preparation, event, breakdown, and clean-up must be accomplished within the Rental Period.

7.4 The final hour of the Rental Period is exclusively for clean-up.

- Example: If your Rental Period is 3:00 PM to 11:00 PM
 - 3:00 PM is the earliest your vendors can enter the Venue.
 - Your invitations to your guests should list 5:00 PM as the event start time.
 - The event must end completely by 10:00 PM so that clean-up can take place between 10:00 PM and 11:00 PM.
 - You must check with your caterer and vendors about their required set-up and clean-up time and plan accordingly within the Venue's Rental Period.

7.5 Contract Holder is responsible for communicating Rental Period and Rental Site information to all vendors.

7.6 Additional hours may be requested in writing and purchased no later than 30 days prior to the event.

INITIAL **SECTION 7B: MANOR HOUSE ACCESS HOURS FOR WEEKEND RETREATS**
mc

7.7 Manor House hours are included for events associated with Retreat Packages.

7.8 Rockwood Manor Retreats & Events staff is on site during Manor House hours.

7.9 During Manor House hours, contract holders have full access to the Manor House.

7.10 Final Manor House hours must be submitted in writing using the provided contract addendum 45 days prior to event.

INITIAL **SECTION 8: REHEARSAL**
mc

8.1 A free, one-hour ceremony rehearsal for weddings is available, but not guaranteed.

8.2 The rehearsal may not be scheduled on the same day as the event, and is held subject to venue schedule.

8.3 Requests must be made in writing no earlier than 30 days prior to the event date.

8.4 M-NCPPC reserves the right to reschedule as necessary.

- 8.5 Decorating of the venue is not permitted during the rehearsal hour.
- 8.6 No food, drinks, or alcohol may be served or consumed.
- 8.7 Moving chairs and tables is not allowed.



SECTION 9: M-NCPPC PARK EVENT STAFF

- 9.1 Park Event Staff are assigned to work the duration of each event to uphold the rules and regulations.
- 9.2 Park Event Staff does not assist with event-specific coordination or execution.
- 9.3 Park Event Staff manage the facility and grounds, parking, restrooms, adjusting HVAC and lighting, operating the fireplaces, and other venue-related tasks.
- 9.4 Park Event Staff will not assist with load in and load out, transport equipment or materials, or assist with decorating.
- 9.5 Park Event Staff will communicate with the day-of contact and vendors as necessary during events.



SECTION 10: DAY-OF CONTACT

- 10.1 The contract holder is required to designate a Day-of Contact (DOC) with full name, email, and cell phone 60 days prior to the event.
- 10.2 The DOC may be the contract holder, planner, caterer, family member, or friend.
- 10.3 The DOC is responsible for communication with Park Event Staff and vendors on the day of the event.
- 10.4 The DOC will check in with Park Event Staff upon arrival, and will complete an Event Completion Checklist with Park Event Staff at the end of the Rental Period.
- 10.5 The DOC must stay until the end of the Rental Period.



SECTION 11: FOOD & CATERING SERVICES

- 11.1 Rockwood Manor does not provide in-house catering services.
- 11.2 All weddings, as well as all events with 60 – 120 people must contract a full-service (bartender, wait staff, and cleanup staff), licensed and insured caterer approved by the Venue Manager.
- 11.3 A list of licensed and insured full-service caterers who have provided services onsite will be provided, upon request, for your planning convenience.
- 11.4 Inclusion on the list is not an endorsement or referral. Services by these vendors is not guaranteed.
- 11.5 For parties of 59 guests or fewer, drop-off catering from a licensed caterer, restaurant or grocer is permitted. If alcohol is served, a full-service caterer is required no matter the guest count.
- 11.6 Homemade food is not permitted.
- 11.7 A representative from the catering company must participate in a walkthrough and sign the catering rules and regulations prior to providing services onsite.
- 11.8 The caterer must provide Rockwood Manor with (a) a copy of the caterer’s Food Service Facility License, OR a copy of their Food Manager License, and (b) a copy of the Certificate of Insurance with up to \$1,000,000 per occurrence under general liability.
- 11.9 Any agreement between the permit holder and a vendor shall NOT include the venue or M-NCPPC as a party.
- 11.10 The insurance document shall name M-NCPPC as a certificate holder and additional insured as follows:
 Maryland-National Capital Park and Planning Commission
 6611 Kenilworth Avenue
 Riverdale, MD 20737
- 11.11 The contract holder is responsible for ensuring all vendors abide by the Rockwood Manor rules and regulations.
- 11.12 While most contract holders delegate clean up to vendors, ultimate responsibility for clean-up is upon the contract holder.
- 11.13 The final hour of the rental period is exclusively for clean-up. See SECTION 17: CLEAN-UP for details.
- 11.14 Kitchen equipment provided includes: 2 warming ovens, 1 refrigerator, 1 freezer, and 1 ice maker. Equipment is subject to change. Please verify prior to your event.
- 11.15 Leftover ice must be disposed of by the dumpsters or behind the storage shed in the parking lot. Ice may not be dumped on the lawn or in the garden beds.
- 11.16 No cooking onsite, unless inside a licensed food truck.

- 11.17 All catering equipment must be set up and removed within the Rental Period.
- 11.18 All burned coals, smoked wood, and other waste from outdoor cooking must be removed from premises. Do not dispose of in dumpsters.

INITIAL
me

SECTION 12: ALCOHOL

- 12.1 Rockwood Manor allows all types of alcohol to be served to anyone age 21 and older.
- 12.2 Shots (unmixed alcohol) are not allowed. However, shot glasses may be used to serve mixed drinks.
- 12.3 Contract holders may provide their own alcohol.
- 12.4 All alcoholic beverages, including champagne, must be served by the drink by a certified & insured bartender.
- 12.5 "Bring Your Own Bottle" as well as open bottles of wine at tables are not allowed.
- 12.6 Guests may never serve themselves.
- 12.7 Homemade brews or drinks mixed offsite are not permitted.
- 12.8 Last call must be at least 30 minutes prior to the end of the event, or 90 minutes prior to the end of the Rental Period.
- 12.9 If alcohol is provided for guests at no cost, no additional licensure is required.
- 12.10 If alcohol is served at a cash bar, or contract holder sells admission tickets with alcohol included, a "Class C Special Alcoholic Beverage License" must be obtained from the Board of Licenses, Commissioners of Montgomery County a minimum of 14 days in advance.
- 12.11 Alcohol is not permitted to be consumed on the grounds outside of the Rental Sites.
- 12.12 Inappropriate behavior, damage to property, personal injury or other damaging activities may result in the closing of the bar at the discretion of the Park Event Staff onsite.

INITIAL
me

SECTION 13: MUSIC AND NOISE ORDINANCES

- 13.1 Amplified music is not permitted outdoors, with the exception of ceremony music.
- 13.2 M-NCPPC Staff reserve the right to monitor the volume of music and outdoor "noise" including loud conversation, based on regulations established by Montgomery County.
- 13.3 All music must end at least one hour before the end of the Rental Period to ensure one hour of cleanup time.
- 13.4 Violators of the noise ordinance may have their event shut down without refund.

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SECTION 14: FLOOR PLANS AND EVENT TIMELINES

- 14.1 Floorplans will be created based on a final walkthrough held no later 60 days prior to event date. Timelines are due no later than 60 days prior to event date.
- 14.2 Events involving outdoor areas must have a Plan B for inclement weather.
- 14.3 All tables and chairs provided by Rockwood Manor will be set-up by Park Event Staff according to a floor plan approved by the contract holder.
- 14.4 Unless notified 48 hours in advance by email contract holder, Plan A floor plans will be used.
- 14.5 Park Event Staff is responsible for one initial set-up only according to the contract-holder-approved floor plan.
- 14.6 Any last-minute changes by the contract holder, day-of contact, planner, caterer, or other designated party will not be completed by Parks Events Staff and should be completed by the licensed and insured caterer.

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SECTION 15: WALKTHROUGH APPOINTMENTS

- 15.1 A walkthrough with the contract holder and park staff is required at least 60 days prior to your event. ✨
- 15.2 Critical vendors including the planner, coordinator, day-of contact, and caterer should be present to review event details including the timeline and floor plan.
- 15.3 Walkthroughs are scheduled through the Reservations Office.
- 15.4 Documents finalized at the time of walkthrough include the floorplan, timeline, vendor contact list, and Day-of-Contact.

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SECTION 16: DECORATING

- 16.1 The contract holder is responsible for all decorating.

- 16.2 Winter holiday wreaths are provided on the outside of the venue from the week of Thanksgiving to the second week of January.
- 16.3 All decorating must be done within the Rental Period.
- 16.4 All décor items must be removed within the Rental Period.
- 16.5 No nails, glue, screws, push pins, metal hooks, damaging adhesive, or other material of such may be used.
- 16.6 Items may not be attached to light fixtures.
- 16.7 All candles must be used with glass containers or vases taller than the flame with a base to catch the wax drippings.
- 16.8 Open unprotected flames, including candelabras, are not permitted indoors or outdoors.
- 16.9 Due to liability concerns, Rockwood Manor cannot provide ladders or step stools. Permit holders may provide their own.
- 16.10 To ensure the safety of our natural wildlife, we do not allow rice, confetti, glitter, birdseed, live animals, or any non-biodegradable items to be used or thrown on park property.
- 16.11 Balloons, lanterns, and other items made to release into the sky may not be used.
- 16.12 Balloons used indoors must be weighted and popped and properly discarded or taken off premises.
- 16.13 Bubbles may be blown outside only.
- 16.14 Bounce houses and inflatable equipment are permissible with manager approval and may require additional insurance.
- 16.15 Fog machine or similar equipment are prohibited.



SECTION 17: CLEAN-UP

- 17.1 Though clean-up is typically delegated to the caterer, clean-up is the ultimate responsibility of the contract holder.
- 17.2 Guests must leave and clean-up must begin at least one hour before the end of the Rental Period.
- 17.3 The clean-up checklist is as follows:
 - All event spaces must be cleared of all trash and debris including the removal of all items and decorations.
 - Dumpsters for trash and recycling are provided onsite for your convenience.
 - Kitchen surfaces must be wiped down, floors mopped.
 - Event space floors must be swept and spot mopped.
 - Refrigerator, freezer, and warming ovens must be left empty and wiped down as needed.
 - Unopened bags of ice may be left in freezer.
 - Ice must be dumped outside next to the dumpsters and not in the lawn or flower beds.
 - Park Event Staff will provide trashcans, bags, brooms, dustpans and vacuums.
 - Tables provided by Rockwood Manor may stay in place.
 - All chairs must be stacked on top of the tables to no more than 5 high.
 - All outside rental equipment (linens, tables, chairs, glassware etc.) must be removed by the end of the Rental Period.
- 17.4 M-NCPPC is not responsible for equipment or property that is lost or damaged before, during or after an event.



SECTION 18: EQUIPMENT PROVIDED

- 18.1 See Equipment Menu on rental rates sheet for an inclusive inventory of tables, chairs, and other equipment.
- 18.2 All equipment provided by Rockwood Manor will be set up as indicated on floor plans created at the walkthrough.
- 18.3 Contract holders may rent additional equipment from a vendor, per manager approval.
- 18.4 Vendors contracted by the permit holder must be listed on the vendor contact form.
- 18.5 All additional rental items from a vendor must be delivered, set-up, and removed from property within the Rental Period.
- 18.6 Additional hours may be purchased to accommodate deliveries.

- 18.7 Parks Event Staff are not responsible for loading in, setting up, breaking down, or signing for rented equipment.
- 18.8 A portable screen and projector is available upon request. A speaker and mic is provided.

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MC **SECTION 19: TENTING**

- 19.1 Event tents are not permitted.
- 19.2 Pop-up tents no larger than 15'x15' are permitted in designated areas and with prior permission at walkthrough.
- 19.3 Park Event Staff reserves the right to approve/revise placement of popup tents.

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MC **SECTION 20: PETS AND WILDLIFE**

- 20.1 Pets must be leashed at all times on the property.
- 20.2 Pets are not permitted inside with the exception of service animals.
- 20.3 The contract holder is responsible for any damages caused by animals and for cleaning behind any animals brought onto the property.
- 20.4 In accordance with M-NCPPC regulations, pesticide applications are strictly prohibited on all park properties.
- 20.5 Insect repellent applied to the body is permitted.
- 20.6 No plants or wildlife shall be fed or disturbed from their natural habitat.
- 20.7 To ensure the safety of our natural wildlife, we do not allow rice, confetti, glitter, birdseed, or any non-biodegradable items to be used on park property.

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MC **SECTION 21: AMERICANS WITH DISABILITIES ACT ACCOMODATIONS**

- 21.1 All event spaces have ramp access, and paved pathways are available around the property. There is an elevator inside Rockwood Manor.
- 21.2 Individual questions regarding accessibility can be directed to the Reservations Office.

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MC **SECTION 22: SAFETY AND SECURITY**

- 22.1 Park Police may be notified to be present at specific events when the safety, protection, or well-being of guests may be at risk.
- 22.2 If a contract holder wishes to ensure Park Police presence, the request must be submitted directly to Park Police 60 days or more prior to the event. Applicable fees apply and vary due to season and schedule.
- 22.3 Emergency exits must always be accessible.
- 22.4 Parking is permitted in designated spaces only. Do not block any driveways, sidewalks, or crosswalks.
- 22.5 Park Event Staff reserve the right to contact Park Police to ensure the safety of guests.

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MC **SECTION 23: FIRE SAFETY**

- 23.1 The fireplaces at Rockwood Manor are operated by Park Event Staff only.
- 23.2 The fireplaces are available any time of year.
- 23.3 Grills provided by the caterer may be used in designated areas only if food handler license is provided.
- 23.4 Sterno may be used both indoors and outdoors.
- 23.5 Fireworks, including sparklers, are illegal in Montgomery County, MD and strictly prohibited on all Park properties.

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MC **SECTION 24: TRANSPORTATION AND PARKING**

- 24.1 There are 64 parking spaces provided onsite.
- 24.2 Parking spaces are first come, first served.
- 24.3 If the contract holder wishes to designate reserved parking for specific guests, the contract holder is responsible for placement and removal of signs within the rental period.
- 24.4 Charter and shuttle buses are permitted, though space is limited.
- 24.5 If cars are to be left in parking lot overnight, a list of the license plate numbers must be provided to Park Event Staff so they can be reported to the Park Police. Otherwise cars may be subject to towing.

INDEMNIFICATION: The contract holder agrees to indemnify and hold harmless the Maryland-National Capital Park & Planning Commission (M-NCPPC) from and against all actions, liability, claims, suits, damages, costs, or expenses of any kind which may be brought or made against the Commission or which the Commission must pay and incur by reason of or in any manner resulting from injury, loss, or damage to persons or property resulting from his/her negligent performance of or failure to perform any of his/her obligations under the terms of this rental contract/permit.

I, Mauraen Connolly - The Collection Gallery the contract holder, have read, understood, and initialed each section of the Rockwood Manor Retreats & Events Permit Contract Rules and Regulations.

Email [REDACTED] Private information.

Signature Mauraen Connolly Date 4/12/22

FOR STAFF USE ONLY

Received Date 4/20/22 Received by Facility Manager RMF

Permit # RM220515SMH

Redaction Log

Reason	Page (# of occurrences)	Description
Private information.	7 (1)	---