

AMENITY RENTAL AGREEMENT

WOODCREEK

F A T E - T E X A S

First Name: _____ Last Name: _____

Address: _____ City/State: _____ Zip _____

Cell Phone: _____ Email: _____

Applicant Type *(please check one)* Homeowner Renter

Please describe purpose of your event: _____

Please check the box for the amenity you wish to rent. All amenity rentals pend availability on the calendar.

Interior Rentals	Pools	Outdoor Kitchens	Soccer Field
Main Clubhouse Rental Fees: \$100 per five-hour rental Monday through Thursdays. \$150 per five-hour rental Friday through Sundays. Deposit: \$500 (refundable) Additional Hours: \$30 per hour Max Guests: 85 <input type="checkbox"/>	Rental Fees: Complimentary Four-hour maximum Max Guests: 25 *See management for pool season dates Main Clubhouse <input type="checkbox"/> North Amenity <input type="checkbox"/> Lakeside Amenity <input type="checkbox"/>	Rental Fees: \$25 per two- hours of use Four-hour maximum in conjunction with a pool party. *During pool season only Max Guests: 25 <u>Locations</u> Main Clubhouse <input type="checkbox"/> North Amenity <input type="checkbox"/> Lakeside Amenity <input type="checkbox"/>	Rental Fees: Complimentary Four-hour maximum Max Guests: None <input type="checkbox"/>
Lakeside Pavilion Fees (October-March: \$100 per five-hour rental <input type="checkbox"/>			

Date of Event: _____ Start Time: _____ End Time: _____ Est. Attendance _____

Food & Beverage present? Yes No Caterer? Yes No Alcohol? Yes No
 (Please refer to rental policies)

PAYMENT INFORMATION

(Check or money order only. Please make checks payable to Woodcreek Fate HOA)

Security Deposit: \$ _____ Check #: _____

Rental Fee: \$ _____ Check #: _____ Date of Payment: _____

Rental check must have a current homeowner listed with a Woodcreek address printed on the check. Cash is not accepted. In the event that a check bounces, your homeowner account will be charged the rental fee in which the resident has 30 days to pay or access to amenities will be suspended.

Woodcreek Homeowners Association officially reserves facilities on a first-come first-serve basis (up to 90 days in advance) upon receipt of rental fee, deposit and signed agreement.

RENTAL POLICIES

Eligibility

Only adult homeowners/members of the Woodcreek HOA with accounts in good standing, or authorized tenants are eligible to reserve applicable HOA amenities. Events must be reserved by a current Woodcreek homeowner or authorized tenant in person at the Woodcreek HOA Office. Reservations are available on a first come, first serve basis upon receipt of security deposit, rental fee and the completed contract up to 90 days in advance.

No reservations will be accepted on days of HOA community events without manager approval and recurring rentals are not permitted unless sponsored by a Woodcreek Committee or Board approved Club. Homeowner/member is required to be in attendance at all times during the event and agrees to be responsible for the actions of all guests and attendees. Woodcreek reserves the right to refuse a rental and/or future rentals in the event facilities are left in poor condition or if there is evidence of policy or rule violations.

Amenities

- **Main Clubhouse Interior-** Rental will include two living spaces, a dining area, full kitchen, and gated patio area. Maximum amount of people is 85 per fire code. Each renter will also have access to (6) six-foot rectangular tables, (6) 32in cocktail standing tables and approximately 25 folding chairs.
- **Lakeside Pavilion-** Rental will include a furnished seating area featuring a gas fireplace and grill and will be available to rent privately during pool off-season (October-March).
- **Pools-** Pool parties are not exclusive, but allow you to have up to 25 non-resident guests and includes access to outdoor restrooms. Tables and chairs are first come, first serve. Please note that reservation of a pool party at the Main Pool does not include entry into the clubhouse/ patio area that is included with Clubhouse rentals unless both are reserved together.
- **Outdoor Kitchens-** Each Outdoor Kitchen rental is reserved in conjunction with a pool party reservation with a maximum of 25 guests.
Main Clubhouse Kitchen includes a propane grill, sink, and large counter space.
North Amenity Kitchen is enclosed featuring a sliding window that opens to the pool deck with a refrigerator, microwave, Keurig, and large bucket sink.
Lakeside Amenity Kitchen is an open pavilion area featuring a gas fireplace and grill along with a furnished seating area.
- **Soccer Field-** The Soccer Field is reserved on a first come, first serve basis. Residents must bring seating if desired and leave the amenity clean and presentable. No trash shall be left on the field.

Duration of Event

Rentals are established in 5-hour increments for the Main Clubhouse /Lakeside Pavilion and 4-hour increments for the Pools. If you require additional time, you may wish to consider reserving additional time slots. Additional time slots are for the Main Clubhouse rentals only and may not exceed 2 hours prior or 2 hours after the event, unless rented for the full day. Additional hours will require added fees (\$30 per hour). Please check with management to determine fee structure. All events involving clubhouse rentals will end no later than 12 a.m. Clean up of the facility and all attendees must exit the building by no later than 12 a.m.

Please note: all rental times include set-up and clean-up times. Allow time to clean before your rental time ends.

Guest Conduct

The Renter is responsible for ensuring all guests adhere to the policies of the HOA. The Renter is also responsible for all damages, including damages caused by attendees. Financial responsibility for any and all damages, as determined by the Board of Directors and/or FirstService Residential, will be the sole responsibility of the Renter. Renter shall reimburse the association for any excess costs immediately upon notice of the amount due. Balances that remain unpaid will be charged to the homeowner's/member's account and could result in loss of amenity privileges. Guests are not allowed use of the fitness equipment during any and all events.

Deposits / Fees / Cancellations

A \$500 refundable security deposit is required at the time the reservation is secured and must be made payable by check in the name of the Woodcreek homeowner or authorized tenant. The deposit will be returned or shredded only if the amenity is kept to approved standard by management.

Cancellations must be made 3 days preceding the event. (The rental fee will be forfeited). If you call 972-722-6484 to cancel less than 3 days preceding your event, you will have the option to forfeit your fee or reschedule to occur within 90 days of the original rental date.

Food & Beverage

Rentals include the ability to bring in food and beverage products (please refer to Release & Indemnification below). In the event alcoholic beverages are being served, the Association assumes no responsibility for any service to minors or incidents resulting from alcohol service during rental. Alcohol is only permitted inside the Main Clubhouse and only in the Lakeside Pavilion during pool off-season.

Decorations / Set-Up / Clean-Up

No decorations or temporary fixtures may be affixed to the building, walls or any architectural feature with nails, tacks, staples, or any application that will cause irreversible damage. Tape is not permitted on any walls or fixtures as it strips the paint off the walls. We suggest putty or command strips.

Please note additional guidelines:

- All decorations must meet fire department standards.
- All elaborate decorating plans must be approved by the General Manager prior to the finalization of event details.
- All candles must be drip-less and enclosed in glass.
- All deliveries of decorations, wedding cakes, theme party props, and band equipment must be coordinated directly between the renter and the vendor. The renter or representative must be present to sign for all deliveries and must be approved and coordinated with management prior to the event.
- All decorations must be removed, all rented facilities cleaned, trash picked up, and trash receptacles emptied within rental period. You will not be allowed to arrive earlier unless approved by the General Manger and pending availability. All facilities must be cleaned and vacated no later than the end-time on your rental agreement.
- Helium balloons are not permitted in the Clubhouse due to high ceilings. Balloons in the pool area must be removed immediately after your event and are not permitted in the water due to possible pool filter damage.
- Management will provide guidelines for set-up and clean-up procedures upon execution of this agreement.

General Event Policies

The Renter agrees to adhere to the following General Event Policies:

- Events taking place during regular HOA office hours will be subject to the association conducting business at the same time. HOA cannot close the clubhouse during regular hours of operation but will do our best to minimize the resident traffic during the event.
- Management staff may or may not be present during your event and will have access to all areas of the facilities.

- An inspection of the rental facilities will take place the following business day to check for any damages to the property during the event. Should any damages be found the Homeowner/Member responsible for renting the facilities will receive an itemized list and estimated costs. Payment of the charges will be due within 30 days of receiving the bill. Charges not paid within 30 days will be charged to the Homeowner/Member's HOA account and could result in loss of amenity privileges.
- All HOA rules pertaining to use of facilities, including but not limited to, pool rules, etc. are required to be adhered to by renters and invited guests.
- Sexually oriented events or sexually oriented entertainment at events is prohibited.
- Noise and music must be maintained at a level which does not disturb neighboring homeowners or the general public. In the event of complaints, from officials or the general public, violation penalties may be assessed.
- Association sponsored community events are exempt from rental fees and take precedence over private rentals.
- Smoking is not permitted except on the front porch to the left.
- Pets are not permitted inside the clubhouse or within pool amenities with the exception of those aiding the disabled.
- All parents of children attending an event are required to stay and supervise their children the entire duration of the event.
- No wet bathing suits or bare feet are permitted in the main clubhouse or gyms at any time.
- No grills of any kind are permitted inside the pool area.
- There are 24-hour security cameras located in and around the Woodcreek Amenity Center which record and retain footage for homeowner reference.
- The grill should be used by an adult member of the party, propane tank must be turned off and cleaned after usage, and the grill must be locked back before leaving.
- Woodcreek Homeowners Association is not responsible for personal property left on premises.
- Woodcreek Community Association, Inc., reserves the right to determine what may be an appropriate function to be held at its facilities, including the right of refusal. The Association may, in its sole discretion, change, modify, or alter its facility guidelines and policies in the future. Rental fees may increase with increased demand.

Event Key Information

The Renter agrees to adhere to the following Key Agreement:

I, _____, acknowledge that it is my responsibility to pick up any keys needed for the reserved amenity prior to the event, and during HOA office hours.

Office hours are from 9 AM to 3 PM on Monday, Wednesday, Fridays, and from 1 PM to 5 PM on Tuesdays and Thursdays. I understand that the contact information provided is the best way to contact me via email, phone, and text in regards to picking up my key. Management will send a key pick-up reminder prior to the event.

If I am unable to pick up my key, or reach out to management during business hours, rental may be subject to forfeiture of the event.

Resident Signature: _____

In the event of an emergency during your event, please contact 911 and the FirstService Customer Care Center at 877-378-2388.

Required Signature

I have read all of the rental policy information and by signing below, I agree to comply with the provisions of this rental agreement. I understand that my security deposit may be forfeited or I may be billed for any additional expense should any of the aforementioned requirements be ignored or abused, or if any damages are a result of the actions of my rental.

Renter(s) acknowledges that his/her use of the facility is purely for the pleasure of his/her guests. The Woodcreek Board of Directors sanctioned community events shall be permitted for the benefit of the community. Renter further acknowledges that neither FirstService Residential Management Company ("Manager"), nor the Woodcreek Homeowners Association ("Association"), has assumed any responsibility for, nor shall the Manager or the Association have any liability for, the actions or inactions of the renters and his/her guests and invitees or for any injury, damage or loss any person may sustain while using the facility or in connection with or as a result of any activity, including consumption of alcohol or other intoxicating substances, engaged in by any person while using the facility.

Renter(s) on behalf of himself, his heirs, successors and assigns, and on behalf of his/her guests and invitees, their heirs, successors, and assigns hereby releases the Manager, the Association and the respective officers, directors, shareholders, agents, members, successors and assigns, from any claims which renter(s), his or her guests, and invitees, now have or may hereafter have which are related in any way to any loss, damages or injury that may be sustained in connection with their use of the facilities or as a results of any activity, including consumption of alcohol or other intoxicating substances, engaged in while using the facility.

Renter(s) on behalf of himself, his heirs, successors and assigns, agrees to indemnify, defend and hold harmless the Manager and the Association and their respective officers, directors, shareholders, agents, members, successors, and assigns against any and all claims, demands, damages, costs and expenses, including reasonable attorney fees arising from the user of the facilities, including the buildings and sidewalks adjoining same, by the Renter(s), his or her guests, and invitees, or as result of any activity including consumption of alcohol or other intoxicating substances, engaged in by an such person while using the facility. In the event any action or proceeding is brought against the Manager or the Association, their respective officers, directors, shareholders, agents, members, successors, or assigns by reason of any such claim, renter(s) covenants and agrees to pay all costs of defense of such action or proceeding by council satisfactory to the manager and the Association.

By signing below, I acknowledge the above rules and verify that all members of my party will abide by these guidelines as well as any other posted pool rules. Failure to comply with these rules will result in termination of your household's right to host events as well as temporary or permanent suspension of your access privileges.

Signature: _____

Print: _____

Date: _____

AMENDMENT

Furniture Arrangement

Furniture is not to be moved from original location unless approved by management before or at the time of key pickup. Any furniture rearrangement that is not approved by management prior to the event will result in forfeiture of the \$500 security deposit. Renters are responsible for the actions of every attendant at the event.

By initialing each line, you acknowledge these new requirements.

- _____ Furniture rearrangement will be approved by management prior to the event.
- _____ If furniture rearrangement is not approved, it will not be moved.
- _____ I acknowledge that my event is on video surveillance.
- _____ I am responsible for any scratches on the clubhouse flooring that occur during my event.
- _____ If furniture rearrangement plans are approved, I will not scoot any furniture. My party will lift any furniture and move it to a location that protects the flooring. There are extra felt pads under the kitchen sink for convenience.
- _____ Any folding tables and chairs will be treated with care and used only if felt pads are secured to the bottom.
- _____ Only adult members of the party will be allowed to rack folding chairs to mounts in the closet for safety purposes.
- _____ I will not use any folding tables or chairs that are missing felt pads.
- _____ Furniture storage is NOT permitted in the conference room.
- _____ I am responsible for any large items brought into the clubhouse by my party and will only place them on area rugs OR felt pads.
- _____ No tape or adhesives are permitted on ANY doors, windows, walls, floor, or wooden trim.