

**UNDERSTANDING AND AGREEMENT FOR  
RESERVATION AND USE OF COMMON ELEMENT FACILITIES**

**The Renaissance on Turtle Creek Condominium**

This Understanding and Agreement for Reservation and Use of Common Element Facilities ("Agreement") in The Renaissance on Turtle Creek Condominium ("Condominium") is entered into and made effective on this \_\_\_ day of \_\_\_\_\_, 201\_\_ by \_\_\_\_\_, the **Owner/Tenant/ Occupant** (*Circle Status*) of Unit No. \_\_\_\_\_ (whether one or more, the "Responsible Party").

Reservations of a room, area, or portion of the Recreational Facilities or other portion of the Common Elements of the Condominium (the "Facility") for functions, parties or other social events of Responsible Party (collectively, "Social Event") must be made in advance through the Management Office. This Agreement is required by The Renaissance on Turtle Creek Condominium Association, Inc. (the "Association") to be entered into, and all applicable fees and deposits paid, prior to any Social Event. The Social Event, Responsible Party and all Guests, hereinafter defined, are subject in all respects to the Amended and Restated Rules and Regulations for The Renaissance on Turtle Creek Condominium filed of record in the Official Public Records of Dallas County, Texas as Document No. 201700092227, as may be amended and supplemented (the "Rules"), including without limitation, Section 1.9(d), Section 1.9(e), and Section 1.16 thereof, and any other provision applicable to the reservation, rental and use of the Facility, Social Event, Guests, and parking of Guest vehicles. Any capitalized terms used in this Agreement which are not defined herein shall have the meaning given to such term in the Rules.

Description of Social Event: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date/Time of Social Event: \_\_\_\_\_, 201\_\_; \_\_\_\_:00\_.m. - \_\_\_\_:00\_.m.

Facility Reserved for Social Event: \_\_\_\_\_

Maximum Number of Persons to attend Social Event including servers, food providers, and other persons providing goods and services for the Social Event (collectively, "Guests"): \_\_\_\_\_

1. **REQUIREMENTS:** In addition to the Rules and requirements of this Agreement, Responsible Party shall be subject to all requirements set forth in this Agreement and any of the following additional requirements, if applicable, all of which may be amended, revoked, modified or supplemented at any time as may be necessary or required by the Association, or Manager on its behalf, in its sole and absolute discretion.

(a) execution of other agreements, documentation (including any valet services agreement which may be necessary or required pursuant to Section 7 hereof), and provision of any other information as may be requested by the Association, or Manager on its behalf, in connection with the Social Event;

(b) observation of and compliance with additional rules, terms, procedures and requirements established by the Association which shall apply to the Social Event, Guests and the Facility, including, without limitation, valet parking requirements set forth in Section 1.9(e) of the Rules; and

(c) payment of fees, deposits, costs, expenses and other amounts to the Association which may be necessary or required in connection with the Social Event or Damages, hereinafter defined.

2. **USE RESTRICTED TO FACILITY:** There is no portion of the Condominium outside of the Facility available for use by Responsible Party or Guests in connection with the Social Event, except certain bathrooms which may be located adjacent to the Facility and which are permitted by the Association for use in connection with the Social Event. Responsible Party shall ensure and be responsible to see that his or her Guests attending the Social Event do not use any of the Common Elements or other Recreational Facilities in the Condominium other than the Facility, and that Guests comply with all of the Rules which apply, or may apply, to the Social Event and Guests. Responsible Party must be present at all times during the Social Event.

3. **DEPOSIT; DAMAGES:** Responsible Party shall have paid a non-refundable fee for the Social Event in the amount of \$\_\_\_\_\_.00 ("Event Fee") and a refundable deposit in the amount of \$500.00 the ("Event Deposit") to the Association in immediately available funds upon execution of this Agreement. The Event Fee and Event Deposit shall be made payable to The Renaissance on Turtle Creek Condominium Association, Inc. and delivered, with an executed copy of this Agreement, to the Management Office at least forty-eight (48) hours prior to the Social Event.

The Event Deposit will apply to costs incurred by the Association for all damage, repair, cleaning, loss and liabilities, including, without limitation, damage to Facility, hallways, lobby areas and any other portion of the Common Elements and Condominium, resulting from the Social Event or Guests (collectively, "Damages"). Responsible Party accepts total responsibility for costs and expenses arising from Damages that exceed the amount of the Event Deposit. If no Damages occur, the Event Deposit will be returned to Responsible Party within ten (10) business days after the Social Event to the address of Responsible Party set forth in this Agreement. If Damages do occur as a result of the Social Event, the Association will return the remaining portion of the Event Deposit, if any, after a deduction has been made for such Damages. If the costs and expenses for Damages exceed the amount of the Event Deposit, the Responsible Party will be responsible to pay all of such excess amounts to the Association immediately upon the Association's request.

4. **CONDOMINIUM ETIQUETTE:** In addition to any other provisions of the Rules pertaining to community etiquette, Responsible Party will ensure no loud playing of radios, music, or loud or disturbing talk, or similar offensive noises occur during the Social Event. The Condominium is a smoke free environment. Responsible Party and Guests shall observe the no smoking rule at all times.

5. **TRASH; SUPPLY DISPOSAL:** Litter, refuse, discarded food, beverages, bottles and all other waste material generated in connection with the Social Event shall be removed by Responsible Party when the Social Event concludes. Responsible Party shall leave the Facility clean and otherwise in the same condition as it was prior to the Social Event.

6. **COMPLIANCE WITH LAWS:** Responsible Party will ensure throughout the duration of the Social Event that Responsible Party and Guests observe all applicable local, municipal, state and federal laws, statutes, codes, and regulations of any governmental authority (collectively, "Laws"). Responsible Party and Guests shall not charge any admission or "cover charge" for the Social Event or sell any food, products or beverages, including, without limitation, alcoholic beverages. Responsible Party shall assume all

risk for his or herself, and all Guests in connection with the Social Event. The Association, or Manager, may immediately terminate the Social Event and demand immediate vacation of the Facility for any reason whatsoever in observing the best interests of the Association and/or in the enforcement of this Agreement and the Rules. Any Failure by Responsible Party and Guests to vacate the Facility upon demand by Association or Manager may result in an immediate charge to Responsible Party in an amount not less than \$250.00, which amount will increase \$100.00 every fifteen (15) minutes Responsible Party and/or Guests remain in the Facility after such demand is made.

**7. PARKING OF GUEST VEHICLES:** If Responsible Party will have five (5) or more Guests for the Social Event necessitating the parking of at least five (5) Guest vehicles, the Manager will coordinate parking of such vehicles with the then current third party valet service provider for the Condominium. Responsible Party will be responsible to enter into any agreement, or complete any documentation, requested in connection therewith and pay directly to the Association all costs charged by the valet company to park such vehicles for the Social Event. Any such agreement entered into by Responsible Party, or other documentation which applies to the provision of valet services for the Social Event shall be incorporated herein by reference and the indemnities, releases, and waivers herein provided shall extend to valet services provided for the Social Event.

**8. INDEMNITY:** RESPONSIBLE PARTY, ON BEHALF OF HIMSELF OR HERSELF AND EACH GUEST, AND EACH OF SUCH PARTIES' RESPECTIVE PERSONAL REPRESENTATIVES, HEIRS, EXECUTORS, ADMINISTRATORS, AGENTS, AND ASSIGNS (COLLECTIVELY, THE "INDEMNIFYING PARTIES") HEREBY INDEMNIFIES AND AGREES TO DEFEND AND HOLD FOREVER HARMLESS THE ASSOCIATION, THE BOARD OF DIRECTORS, ALL ASSOCIATION MEMBERS, THE MANAGER, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AND AGENTS (COLLECTIVELY, THE "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, SUITS, JUDGMENTS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING ATTORNEY FEES AND COURT COSTS) OF ANY NATURE AND KIND, INCLUDING, WITHOUT LIMITATION, THOSE ARISING FROM BODILY INJURY, MENTAL ANGUISH, EMOTIONAL DISTRESS AND DEATH, AND LOSS OR DAMAGE TO ANY PERSONAL PROPERTY, SUFFERED OR INCURRED BY RESPONSIBLE PARTY OR GUESTS DURING THE SOCIAL EVENT OR AT ANY TIME WHILE SUCH PERSONS ARE ON ANY PORTION OF THE CONDOMINIUM AND PROPERTY FOR PURPOSES CONNECTED OR RELATED TO THE SOCIAL EVENT, REGARDLESS OF THE CAUSE, OR ALLEGED CAUSE, AND WHICH CAUSE MAY BE INCLUDE, IN WHOLE OR IN PART, THE NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF THE INDEMNIFIED PARTIES. THIS INDEMNITY SHALL SURVIVE FOR A PERIOD OF NOT LESS THAN ONE (1) CALENDAR YEAR FROM AND AFTER THE DATE OF THE SOCIAL EVENT.

**9. WAIVER AND RELEASE:** Responsible Party, on behalf of himself or herself, and each Guest, and each of such parties' respective personal representatives, heirs, executors, administrators, agents and assigns (collectively, the "Releasing Parties") waive and forever release and discharge the Association, the Board of Directors, Association Members, the Manager, and each of their respective directors, officers, employees, agents and representatives (collectively, the "Released Parties") from any and all claims, causes of action (known or unknown), and suits of any nature and kind arising out of, connected to, caused, or allegedly caused, by the negligence, gross negligence and willful

**misconduct of the Released Parties. This waiver and release of liability includes, without limitation, all injury, loss, theft, death, and/or damage suffered to person or property of Releasing Parties, including, without limitation, damage to any vehicle, whether sustained during the Social Event, from valet services, or while on the Condominium property, regardless of the cause.**

**10. NO REPRESENTATIONS/GUARANTEES:** This Agreement does not promise, guarantee, represent or warrant any matter in connection with accommodations, provisions or other matters in connection with the Facility or Social Event.

Responsible Party hereby acknowledges he or she is at least twenty-one (21) years old, has carefully read this Agreement, understands the content and requirements, and that it includes a full waiver and release of liability and indemnity. Responsible Party agrees voluntary execution of this Agreement and affirms no oral representations, statements, or inducement apart from or outside of this Agreement has been made by any the Association, the Board of Directors, Association Members, the Manager, and each of their respective directors, officers, employees, agents or representatives.

Responsible Party Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Responsible Party Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Manager Initials to Verify Receipt of Event Fee and Event Deposit:

\_\_\_\_\_ Event Fee

\_\_\_\_\_ Event Deposit

**Valet Services to be Provided for Social Event? \_\_\_\_\_ YES\* \_\_\_\_\_ NO**

*\*Attach copy of any agreement or other documentation for valet services which applies to and/or is provided for Social Event.*

**FOR USE BY MANAGEMENT OFFICE ONLY:**

Description of Damages and associated costs/expenses resulting from Social Event:

_____	\$ _____ .00
_____	\$ _____ .00
_____	\$ _____ .00
_____	\$ _____ .00
_____	\$ _____ .00
Total Cost of Damages:	\$ _____ .00

Fines Charges to Responsible Party for Delayed Vacation of Facility: \$ \_\_\_\_\_ .00  
Total Amount due to Association: \$ \_\_\_\_\_ .00