

PECAN SQUARESM

PECAN SQUARE RESIDENTIAL COMMUNITY ASSOCIATION HOMEOWNER RENTAL CONTRACT – THE ARENA

First Name: _____ Last Name: _____

Address: _____ City/State: _____ Zip _____

Phone: _____ Email: _____

Date of Event: _____ Est. Attendance _____ Purpose _____

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

Maximum occupancy 175-Rental cannot extend past 10 pm. Clean up may be no later than 10-11 pm. Reservation time must include set-up, event time and clean-up. Event or catering supplies may only be dropped on location during reservation.

<i>Rental Space</i>	<i>Rental Time Frame</i>	<i>Set-up Time</i>	<i>Take-Down Time</i>
The Arena			

COST:

\$1000 Refundable Damage Deposit

\$1000/for three hours (on a 3-hour time block) /\$250 each additional hour

\$250 Cleaning Fee

Additional: \$50/hour for each off-duty policeman, 4-hour minimum (\$200)

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

Deposit: \$ _____ Check #: _____

Payment may be made by credit card, but through your Clickpay account.

Reservations must be made in person ONLY, during HOA office hours (Monday-Friday 9-5 pm).

All rentals MUST be returned to original settings (e.g., stack all chairs, breakdown all tables, remove all trash) failure to comply will result in loss of deposit- please initial_____.

Pecan Square Residential Community Association officially reserves facilities on a first-come first-serve basis upon receipt of rental fee, signed agreement, and/or deposits. Members of Pecan Square HOA who are delinquent on their assessments will not be permitted to rent facilities until the account is current. This includes late fees owed.

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RENTAL POLICIES

Eligibility

Reservations are available on a first come, first served basis upon receipt of rental fee, executed contract, and/or deposits. **Reservations will be accepted at least 7 days in advance and no more than 60 days in advance of today's date.**

No reservations will be accepted that conflict with times of HOA community events. The Association 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.

Duration of Event

Events and clean-up of the facility and all attendees must exit the building by no later than 11. Please ensure you allow for time to clean up and vacate by rental end time.

Not Adhering to end time will result in a \$300 per hour fee. Set-up and take down of your event should be included in event hours. Due to the proximity of resident homes at the Square, all event rentals must end by 10 pm, and cleaned up and vacate premise by 11 pm.

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 Management, 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 will result in loss of amenity privileges.

Deposits / Fees / Cancellations

A refundable deposit of is required at the time the reservation is secured and must be made payable by check in the name of the HOA. Deposit for Jackson Hall is \$250, The Greeting House and The Arena is \$1000.

Rental fees are due at time of rental. If the event is not cancelled 14 days preceding the event, the deposit will be forfeited. If you call to cancel in less than 14 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 if alternate date is available.

Check box if you want your check returned. Otherwise your check will be shredded.

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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, a TABC certified bartender is ***required for events deemed high risk. HOA management reserves the right to require TABC certified bartender(s)/off-duty police officers due to the nature of the event; activity; estimated attendance, etc.*** The contract for hiring of the certified bartender must be provided two weeks prior to the rental date. The Association assumes no responsibility for any service to minors or incidents resulting from alcohol service during rental.

Initials: _____

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 damage. Tape is not permitted on any walls or fixtures. 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.
- No candles or open flame devices. No grills of any kind are permitted inside the building.
- No rice, bird seed, confetti or other such items shall be allowed in any Pecan Square amenity or Pecan Square property.
- 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.
- All decorations must be removed at the end of the event, including rented furniture, equipment, etc., and you must have all facilities vacated no later than the end-time on your rental agreement.

General Event Policies

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

- Set up/tear down time is included in your event rental time. If you require additional time you are advised to reserve the time slot ahead of your event. Homeowner is responsible for set up and take down of the event.
- To protect the facility from damage the following items will not be allowed: open flame devices, candles, grills, silly string, water balloons, fog machines, turpentine, spray paint, bleach, acetone, paint thinner, or other caustic materials.
- Trash inside rooms must be picked up and trash receptacles must be emptied following event. Fees will be assessed if room was not returned in the manner received.

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- Pecan Square HOA sponsored events are exempt from rental fees and take precedence over private rentals.
- Use of Pecan Square facilities for personal financial gain or business generation is prohibited with the exception of Pecan Square HOA activities, workshops or classes (such as boot camp, swim lessons, etc.). No fundraising activities and/functions are permitted on the premise unless approved in advance by the Pecan Square Board of Directors.
- Events where services are rendered that require state licensing are prohibited. This includes but is not limited to: medical services, body art and piercing, personal grooming whether human or animal, childcare, etc.
- Use of chemicals such as turpentine, spray paint, bleach, acetone, paint thinner, or other caustic materials, etc. are prohibited.
- Pecan Square HOA will not be held liable for any injuries sustained during or as a result of private events inside or outside of all Harvest amenities or any other common property.
- The Pecan Square HOA resident that booked the party must be present for the entire event.
- Adult supervision is required at all times. Fighting (verbal or physical), scuffling, horseplay, or other inappropriate behavior within the facility are not permitted.
- Threatening, profane, indecent, coercive, abusive, offensive or disrespectful actions, gestures, words or language to staff or other homeowners or Users of the facility is prohibited.
- All HOA rules pertaining to use of facilities are required to be adhered to by renters and invited guests.
- Sexually oriented events or sexually oriented entertainment at events are prohibited.
- Noise and music must be maintained at a level which does not disturb neighboring homeowners or the general public. Use of amplified sound system is subject, at all times to the applicable noise ordinance restrictions of the Town of Northlake. In the event of complaints, from officials or the general public, violation penalties may be assessed.
- Smoking, vaping, or use of smokeless tobacco or other tobacco products are strictly prohibited on Association property. Use or possession of illegal drugs are not permitted on the property.
- Pets are not permitted inside Jackson Hall, The Greeting House or within pool amenities with the exception of those aiding the disabled or an HOA sponsored event that would permit pets.
- User shall have responsibility for conduct and welfare of all guests during the rental/use period.
- No wet bathing suits or bare feet are permitted in Jackson Hall or Greeting House at any time.
- There are 24-hour security cameras located in and around the Square (ie Jackson Hall, Greeting House, swimming pool, etc) which record and retain footage for management reference.

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- The Association is not responsible for personal property left on premises.
- Pecan Square Residential Community Association, Inc. reserves the right to determine what is considered 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 over time based on demand.

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

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I take full responsibility for the care and cleaning of the rented facility and its contents for the date and time noted in this contract. I understand I am financially responsible for the replacement of any Pecan Square HOA property that is damaged or lost during the time of my event. I understand and agree that the Pecan Square HOA is not liable for any injuries that occur either inside the rented facility during my event. I understand and agree to follow the above guidelines.

Should this or any property be missing or damaged, you will be charged per item. The following will result in loss of deposit plus additional costs to replace any property:

- Unlocked Doors (Owner is responsible for ensuring door is secured)
- Unclean sink and counter areas
- Floor left unclean or sticky; user must vacuum and/or mop floors as required.
- Damage to the facility or Association Property as noted by Management.
- Furniture not broken down or not left in the manner received
- Adhesives used on walls, windows or ceilings, window treatments, furniture, etc.
- Trash left in trash cans, on floor or furniture

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.

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Renter(s) acknowledges that his/her use of the facility is purely for the pleasure of his/her guests. The Pecan Square Board of Directors sanctioned community events shall be permitted for the benefit of the community. Renter further acknowledges that neither FirstService Residential ("Manager"), nor the Pecan Square Residential Community Association, Inc. ("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, 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.

Renter's Signature: _____

Printed Name: _____

Date: _____

Pecan Square Residential Community Association Signature: _____

Date: _____

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Rental Cleanup Checklist

	Room Cleaned: Homeowners may utilize HOA all cleaning supplies for after rental clean up (e.g., broom, disinfectant wipes, trash bags)
	Trash: All trash must be bagged and removed from the building after rental.
	Tables: All tables must be cleaned off, broken down and returned to original settings.
	Chairs: All chairs must be stacked and returned to original settings.
	Floors: The floors must be cleared of all trash; vacuum and mop as needed.
	Sink: The sinks must be cleared of all dishes and or food.
	Decorations: All party decorations must be removed.
	Doors: All doors must be secured after party rental.

** Please cleanup/pickup after your guests at the conclusion of your event.

The facility will be checked by the HOA staff after the party rental time. If the room is not returned to original settings, homeowners will forfeit their room rental deposit.

Renter's Signature: _____

Date: _____