

Wildcat Ranch

AMENITY RENTAL AGREEMENT

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.

Clubhouse Interior	Pool Pavilion	Grill
Rental Fee: \$150 per five-hour rental or \$300 for the full day. Deposit: \$500 (refundable) Max Guests: 68 <input type="checkbox"/>	Rental Fees: Complimentary Four-hour maximum Max Guests: 25 <input type="checkbox"/>	Rental Fees: \$25 per 2-hours Propane included. Utensils are not supplied. <input type="checkbox"/>

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

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

PAYMENT INFORMATION

Online payments are accepted for the rental fee. Physical check or money order only for security deposit (we hold this). Please make checks payable to Wildcat Ranch Homeowners Association.

Rental Fee: \$ _____ Check #: _____ or Online Payment: _____

Security Deposit: \$ _____ Check #: _____ Date of Payment: _____

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.

Wildcat Ranch 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 Wildcat Ranch HOA with accounts in good standing, or authorized tenants are eligible to reserve applicable HOA amenities. Events must be reserved by a current Wildcat Ranch homeowner or authorized tenant in person at the Wildcat Ranch HOA Office. Reservations are available on a first come, first served basis upon receipt of security deposit, rental fee and the executed 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 Wildcat Ranch 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. Wildcat Ranch 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

- **Clubhouse** - The interior event space includes a kitchen, dining area, TV, restroom, and patio. You may reserve the outdoor kitchen in conjunction with a clubhouse rental.
- **Pool Pavilion** – The pool area is equipped with tables and chairs on a first come first serve basis. Please note that a pool party reservation does not include entry into the clubhouse.
- **Grill** – The outdoor kitchen may be reserved in conjunction with a pool party reservation or a clubhouse reservation. Propane is included. Renters must bring utensils.

Access

Renters will have access to the building by using their assigned access cards. Management will enable the renter's cards for the reserved time slot. It is the renter's responsibility to notify management at the time of booking the reservation if they need a replacement access card.

Unless the event takes place during regularly scheduled office hours, the renter's card will be disabled after their scheduled time frame. Please be sure to remove all items before then, as your party will no longer have access to the building.

Duration of Event

Rentals are established in 5-hour increments for the Clubhouse, and 4-hour increments for the Pool. If you require additional time, you may wish to consider reserving additional time slots. Additional time slots are for 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 clubhouse rentals must be finished by no later than 12 a.m.

Please note: all rental times include set-up and clean-up. 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 Associa Principal Management Group, 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.

**In the event of an emergency during your event, please contact 911 and the
Customer Care Center at 214-368-4030.**

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 Wildcat Ranch homeowner or authorized tenant. The deposit will be refunded 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 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. Please note that online payment refunds may take several business days.

Food & Beverage

Rentals include the ability to bring in food and beverage products. 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 clubhouse.**

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. 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 dripless 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 than one hour prior to your rental time (for set-up only) if approved by manager, and you must have all facilities cleaned and vacated no later than the end-time on your rental agreement.
- Helium balloons are not permitted inside 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.

Furniture Arrangement

- Furniture is not to be moved from original location unless approved by management before or at the time of walk-through. 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.
- Renters are responsible for any scratches on the clubhouse flooring that occur during the event.
- If furniture rearrangement plans are approved, furniture must be lifted and moved to protect the flooring from scratches.
- Renters are responsible for any large items and furniture brought into the clubhouse by the party and will only place them on area rugs OR felt pads.
- No tape is permitted on ANY doors, windows, walls, floor, or wooden trim.

**In the event of an emergency during your event, please contact 911 and the
Customer Care Center at 214-368-4030.**

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 facility will take place after the event with an HOA staff member/Event Ambassador 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/vaping is not permitted indoors or on the patio.
- 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 clubhouse at any time.
- No personal grills are to be brought to the pool area. Residents must use the Wildcat Ranch grill.
- There are 24-hour security cameras located in and around the Wildcat Ranch Amenity Center.
- Wildcat Ranch Homeowners Association is not responsible for personal property left on premises.
- Wildcat Ranch Homeowners 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.
- The Association does not allow the interior Clubhouse to be rented in conjunction with the use of the pool facilities.

SIGNATURE PAGE TO FOLLOW

**In the event of an emergency during your event, please contact 911 and the
Customer Care Center at 214-368-4030.**

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 Wildcat Ranch Board of Directors sanctioned community events shall be permitted for the benefit of the community. Renter further acknowledges that neither Associa Principal Management Group Management Company ("Manager"), nor the Wildcat Ranch 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: _____