

SRCA Community Room Rental Agreement

Official Use Only

Completed App	<input type="checkbox"/>
Rental Fee	<input type="checkbox"/>
Sec. Deposit	<input type="checkbox"/>
Resident Status	<input type="checkbox"/>

Renter Information

Resident Name _____

Resident Address _____

Email _____ Phone _____ Work/ Cell _____

Date of Event _____ Start Time _____ End Time _____

**See Agreement #9 on p. 4 concerning date or time change.*

Description of Function** _____

*** If applicable, describe food catering or music equipment you plan to bring—these items must be approved prior to the event. See Usage Checklist and note such items there as well. Indoor fitness classes and animals are not permitted.*

Rental Fees - Resident

Your event may not exceed five (5) hours total. Your rental period includes your set-up/clean-up time. Fees are payable by check only. You will write two separate checks, both payable to SRCA.

(5) Hours: \$195 + \$250 Security Deposit

(4) Hours: \$175 + \$250 Security Deposit

(3) Hours: \$155 + \$250 Security Deposit

(2) Hours: \$135 + \$250 Security Deposit

The Community Room shall not be available on SRCA office closures and holidays.

Check #1 \$ _____ Check# _____ for _____ hours of use

Check # 2 \$250 for the Security Deposit will be returned if all conditions of agreement have been met. Deposit check can be picked up at SRCA office during business hours.

**Rental deposit checks not picked up within 2 weeks of rental will be shredded by SRCA.*

Rental Fees – Sub-Association Meetings

Hourly rental fees and deposit are waived for Sub-Associations meetings; however, \$40 applies for use of projector.

Facilities Use Agreement

This Facilities Use Agreement (“Agreement”) is made this _____ (day) of _____(month), _____(year), by and between STONEBRIDGE RANCH COMMUNITY ASSOCIATION, INC.

(“Association”) and (“User”). In consideration of the mutual covenants contained herein and for other consideration, the receipt and sufficiency of which are hereby acknowledged, Association and User hereby agree as follows:

- (1) **Use of Community Room.** Association hereby grants to User the right to exclusive use of the Community Room, chairs, tables, and restroom facilities and the attached patio outside. You are responsible to ensure your guests do not go over/exit the fenced area of the patio. **This agreement does not include the private use of the Beach facilities. If the Emergency Exit Door leading to the Beach is breached for any non-emergency reason during your event, your Security Deposit will not be returned.**

_____ User initial.

- (2) **Function.** User agrees that the Facility shall be used by a not-for-profit organization for the purpose of a PRIVATE Function (“Function”) and for no other purpose. User affirms that the maximum number of people in attendance shall be _____ (*see Agreement #17 on p. 5*).
- (3) **Usage Fee.** User shall pay to Association a fee for use of the Facility in the sum of \$_____ dollars, which amount shall be delivered to Association’s management company at time of reservation of Community Room.
- (4) **Security Deposit.** User shall also pay to the Association security (“deposit”) in the sum of \$250.00, which deposit shall be due and payable upon the execution of Rental of Community Room contract.
- (5) **Forfeiture of Deposit and Other Charges.** User agrees that the Association shall be entitled to retain the Deposit in the event of any breach of this Agreement or any violation of the Association’s rules and regulations by User or User’s guests or invitees. The Association shall also be entitled to apply the Deposit to the cost of replacing any missing or destroyed items, and/or the **cost of any clean-up required after the Function**, if User fails adequately to perform its responsibilities for clean-up as set forth in this Agreement and the Association’s rules and regulations. In addition, the Association shall be entitled to charge a reasonable administrative fee for arranging and supervising such cleaning, repair, or replacement. In the event that the Deposit is inadequate to cover such costs, User shall reimburse the Association for any excess costs immediately upon receipt of notice of the amount due. If User is a member of the

Association, all such costs in excess of the Deposit and all other amounts due from User to the Association under this Agreement shall be an assessment against User and User's property which may be collected in the same manner as provided for collection of other assessments under the Declaration of covenants, Conditions and Restrictions for Stonebridge ("Declaration") and the bylaws of Stonebridge Community Association, Inc. ("Bylaws"). Any portion of the Deposit which is not retained or applied by the Association as provided in this paragraph, shall be refunded for forfeiture of any portion of the Deposit and the amount forfeited.

- (6) **During Your Rental.** During your rental period of the community room, you and your guests may not enter the Beach & Tennis Club. Your rental is for the Community Room amenity only. You may not rent a Beach pavilion during the same period as your rental of the Community Room.
- (7) **Clean Up.** User shall be responsible for **leaving the facility (including the patio area) in a neat, clean condition.** User shall be responsible for **removing all trash and debris** generated by User's use of the facility immediately after the completion of the Function, in accordance with the Association's rules and regulation. The User and Association Representative will review the checklist prior to rental and upon completion of the rental. It is the responsibility of the User to contact the Association Representative (after hours call 214-794-4945) to notify if the rental time will conclude earlier than scheduled.
- (8) **Emergency.** In the event of an emergency such as a fire or other situation involving imminent threat to life or property, User shall first contact 911 and then use reasonable efforts to contact Association's management company.
- (9) **Cancellation.** User may cancel the Agreement by written notice to the Association delivered to the Association's management company at least 72 hours prior to the Function and, in such an event, User shall be entitled to a full refund of any use fee paid pursuant to paragraph (3) herein. If written notice of cancellation is received at least one week prior to the time reserved, User shall also be entitled to a refund of the Deposit paid. If written notice of cancellation is received less than one week prior to the time reserved, the Association shall have the right to retain the Deposit in consideration for reserving the Facility for User and foregoing the opportunity to extend use rights to other members.
- (1) **Alcohol.** The Community Room may be reserved, and alcoholic beverages may be consumed by those in attendance, but alcoholic beverages may not be sold on-site.

If alcoholic beverages are to be a part of the event, the Director of Operations must be made aware of the possible presence of alcohol and additional requirements for on-premises security may be required with any additional cost to be paid by the reserving party. No glass-contained beverages are permitted.

ALCOHOLIC beverages (*circle one*) WILL WILL NOT be consumed during this event. ____ User initial.

- (2) **Smoking.** No smoking is permitted inside the Community Room, patio area or on the surrounding grounds.
- (3) **Release and Indemnification.** User assumes all responsibilities, risks, liabilities and hazards incidental to the holding of the Function at the Facility (including, but not limited to, the serving of any alcoholic beverages) and, irrespective of any acts or omissions by the association or its agents, whether negligent, intentional or otherwise, User releases and forever discharges the Association, its officers, directors, employees, agents and members, past, present and future, and agrees to defend, indemnify and hold the same harmless, from and against any and all losses, expenses, liens, claims, demands and causes of action of every kind and character (including those of the permitted, agents, licensees and invitees of User) for death, personal injury, property damage or any other liability damages, fines or penalties, including costs, attorney's fees and settlements, resulting from any act performed by, or omission on the part of, User, its employees, invitees, permittees, agents or licensees, arising out of or in connection with User's use of Facility.
- (4) **Right to Terminate Use.** Association shall have the right and option to enter the Facility, terminate use of the Facility and require User, User's guests and invitees to leave the Facility immediately, should the Association's agent determine, in his or her sole judgment, that the conduct of any person using the Facility endangers the health or safety of any person or constitutes a threat to any property, or should any conduct of any person using the Facility violate federal, state or local laws or ordinances governing User's use of the Facility and all rules promulgated by Association.
- (1) **Disputes.** In the event any conflict or dispute arises between Association and User, the prevailing party shall be entitled to its attorney fees and costs.

- (2) **Modifications.** No modification to this Agreement shall be effective unless in writing and executed by both parties. The Board of Directors shall have no obligation to consider any proposed modification to this Agreement unless submitted in writing at least two weeks prior to the date for which use of the Facility has been reserved.

- (3) **General.** This Agreement shall be constructed under the laws of the State of Texas. Time is of the essence with respect to every provision of this Agreement.

- (4) **Waiver for Covid-19.** User assumes all the risk for COVID-19 infection. The Association is not offering any warranty of fitness for use in this regard. User is responsible to follow all CDC guidelines and occupancy guidelines per any applicable governmental rules including occupancy numbers. Current occupancy limit is 66 persons.

- (5) **Application and Acceptance.** This Agreement shall constitute an application By User to use the Facility and shall become a binding agreement only upon execution of this Agreement by or on behalf of the association. In the event the Association declines to accept User’s application, User shall be so notified, and the Deposit submitted shall be refunded in full.

Signatures

<p><i>Association</i></p> <p>Date: _____</p> <p>Signed By: _____</p> <p>Title: _____</p>
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<p><i>User</i></p> <p>Date: _____</p> <p>Signed by: _____</p> <p style="text-align: center;"><i>Resident</i></p>
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For Association Use Only. Payments Received:			
Deposit	\$ _____	Check # _____	Date _____
Usage Fee	\$ _____	Check # _____	Date _____
Deposit Return by	_____	Date	_____
Shredded Date	_____		
Description of Applicable Damages and Amounts Deducted from Deposit: <i>See attached evaluation form</i>			

Stonebridge Ranch Community Association, Inc. Community Room Usage Requirements

User's Initials	Set-Up	SRCA Rep Initials
	Decorations, including balloons, may NOT be attached to walls, ceiling, fans, or artwork.	
	The use of nails, pins, masking tape, blue painter's tape, scotch tape, duct tape, etc. is NOT permitted.	
	Electrical outlet usage shall not exceed recommended usage.	
	Special arrangements for music and caterers shall be approved in advance by the SRCA.	
	Non-residents guests shall stay in the Community Room and are not permitted on other SRCA private property.	
	Candles, glitter, silly string, fitness classes, and animals are NOT permitted in the Community Room.	
	Smoking is NOT permitted inside the Community Room or on the surrounding grounds.	
	Alcoholic beverages (<i>circle one</i>) WILL WILL NOT be consumed by attendees.	
	If you wish to use the on-site computer (audio/visual) equipment, an SRCA representative will set it up for you. You can use a USB or Disc.	
User's Initials	Clean-Up	SRCA Rep Initials
	All guests shall vacate the facility at the termination of the party, and the user shall vacate after clean-up.	
	The Community Room shall be vacuumed/cleaned by user. <i>*Use of SRCA vacuum, trash bags, and provided cleaning materials is permitted.</i>	
	All music and catering equipment shall be removed by user from Community Room.	
	All decorations, debris, and remnants of usage shall be removed by user. The user shall place all trash in the dumpster in the Beach & Tennis Club parking lot.	
	Tables and chairs shall be left in a neat, as-found placement and condition.	
	All table surfaces shall be cleaned.	
	Any party balloons on the property shall be removed.	
	Computer equipment will be checked and turned off by SRCA representative.	

Acknowledgement

User is responsible for completing this pre- and post-inspection with a Stonebridge Ranch Association representative (after business hours, contact the Courtesy Patrol at cell # 214-794-4945) **on the day of the event, at beginning AND end of the rental time period.**

User Signature: _____ Date: _____