

# Austin Ridge Homeowner's Association Community Center Rental Agreement

The following Rules and Regulations for the Austin Ridge Homeowner's Association Inc. are approved by the Board of Directors and may be further amended at their sole discretion from time to time.

Today's Date: \_\_\_\_\_

Homeowner Name: \_\_\_\_\_

Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Date of Rental: \_\_\_\_\_ Number of guest: \_\_\_\_\_

Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_

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

## Usage and Responsibilities

**Community Center Reservation Scheduling:** The Community Center is available on a first-come, first served basis, around events and programs sponsored by the HOA.

The Austin Ridge HOA Community Center is for the sole use of the home owners of the community. The applicant/"Home owner" may not reserve use of the Community Center on behalf of a non-resident.

Home owners who want to use the Community Center on a weekly or monthly basis may schedule (if available) their event in advance for a 2-month period only. Such reoccurring events shall be defined as any event that is scheduled for more than 4 times in the same month.

The home owner accepts total responsibility for strict adherence to the rules and procedures governing use of the Austin Ridge Community Center facility by all persons entering upon the premises in connection with this Rental Agreement.

Home owners who reserve the Center for private events must be in attendance at all times during the private function. **It is the homeowner's responsibility to obtain keys for their rental from management during normal business hours (Monday-Friday 9-5p.m).**

The home owner agrees that Austin Ridge HOA, its Board members, officers, and agents and employees shall not be liable for injury to persons or property occurring in or about the premises from any cause whatsoever.

The home owner agrees to indemnify, release and hold harmless the Austin Ridge HOA, its directors, Officers, Agents, Members, and Employees from and against any and all liability, damage, expenses (including but not limited to litigation costs, attorneys' fees and expenses), caused of action, suits, claims and judgments' of any kind whatsoever, in any way related to or arising in connection with the use of the facility by us/me, our/my family members, or guests.

**Rental Fee:** There will be no rental fee charge for the use of the Community Center which does not exceed 4 hours in length. Set up and clean up time is included in the 4-hour rental period. The 4-hour rental period is for one home owner per event. **There will be an HOA rental fee of \$20.00 for all private functions which exceed 4 hours in length.**

All rental fees are to be paid by the home owner no later than five (5) business days prior to the rental date/scheduled activity.

The Board of Directors may change the rental fees from time to time by adopting the change at a regular scheduled Board meeting and documenting the changes in the Board Minutes.

**Commercial events are prohibited.** A commercial event shall be defined as one sponsored by a resident on behalf of a for-profit organization or an activity which is intended to promote the commercial or business interests of the resident making the reservation or any other group or person.

**Security Deposit:** The security deposit of \$100.00 is due at the time of reservation of the Community Center and will be refunded within 5 business days following the reserved use of the Center, less any amount retained due to cleaning costs incurred by the Association or damages sustained to the Center as a result of the reserved use. If additional cleaning costs or damages exceed the amount of the security deposit, the home owner who reserved the facility will be billed for the additional amount. If such amount is not paid within fifteen (15) days of the date of the invoice, no further reservations for use of the Center will be accepted until payment is made in full. Further, the Board, at its discretion, may suspend the right of the home owner and members of the home owner's household to use the Association's recreation amenities until payment is made.

Security deposits will not to be held on file for reoccurring rentals for more than 2 months.

The security deposit must be provided by the home owner including the physical Austin Ridge HOA address, paid by **check only**, endorsed to "Austin Ridge HOA", at the time of reservation of the Community Center and must be accompanied by a completed Community Center Rental Agreement.

**General Usage Policies:** The home owner agrees to use the Community Center only for lawful and non-disturbing activity. The Board of Directors reserves the right to terminate this Rental Agreement and have the home owner and their guests removed from the premises. The home owner shall not use the Community Center for any dangerous activities or conduct any dangerous activities on the premises.

Smoking is prohibited inside the Community Center and within 50 feet of the building.

Alcohol is prohibited during any use of the Community Center or on Austin Ridge HOA premises at any time.

Storage will not be provided for food, supplies, etc. Any items brought in by the home owner must be removed at the end of the event.

Inflatable equipment (i.e. Moon Bounce/Water Slides) of any kind is prohibited.

**Residents are responsible for the following when using the Community Center (but not limited to):**

- Be completely responsible for their guests at all times.
- Ensure that all guests park in the Community Center parking lot or on one side of the street. No parking on the grass or sidewalks.
- Not permit any loud, boisterous noises, profanity, or other offensive behavior.
- Not permit any live or amplified music.
- Not permit pets or animals of any kind in the Community Center at any time.
- Decorations must comply with the County's Fire regulations.
- Do not throw confetti, birdseed, popcorn, glitter, silly string, rose petals, rice or other material inside or outside the Community Center. Such materials are difficult to clean up and create unsafe usage conditions. Bubbles may be used outside the building.
- Do not use tacks, nails, staples, cellophane tape, duct tape, or other fastening methods. Tape designed for removal without damaging paint can be used on painted wood surfaces only. Mounting putty may also be used to affix decorations to the wall/wood surfaces.
- Assure that guests depart in such a manner as not to disturb other residents.
- Close and secure the premises, lock all doors by the following hours: 11:00pm on Friday and Saturday nights, and 10:00pm on Sunday and weeknights.

**Cleanup must include, but is not limited to:**

- Removal of all trash, including parking lot and common ground area. Trash cans are provided and stored at the rear side of the Community Center. If trash cans are full, residents must properly discard all trash from the premises.
- Cleanup must include, but not limited to, removal of any rental and catering equipment, vacuuming, mopping the floors and cleaning of bathrooms. Kitchen must be wiped down, including all appliances. Mop, broom and vacuum cleaner is provided by the HOA. All other cleaning supplies must be provided by the home owner.
- All tables and chairs must be cleaned and stored in the storage room after each rental.

I have read and understood the above statements and agree to follow them.

Signature of Home owner: \_\_\_\_\_ Date: \_\_\_\_\_