

Buffalo Creek Amenity Center Rules and General Request Form

The Buffalo Creek Amenity Center is available for rent only by homeowners.

- Reservation dates will be on a first-come, first-served basis.
- All rentals are subject to the Rental Use Fee.
- A Security Damage Deposit is also due at the time of reservation.
- A \$25 return check fee will be assessed to the homeowner for all returned checks.
- A refundable cancellation of the reservation is permissible if notified no less than 7 days prior to the event date, at which time the homeowner will be refunded both the Rental Use Fee and Security Damage Deposit in full.
- A nonrefundable cancellation of the reservation within 7 days of the reserved event date will result in the forfeiture of the Rental Use Fee.

Club Room – \$100.00 Refundable Security Damage Deposit
\$75.00 Rental Use Fee

Pool/ Club Room - \$200.00 Refundable Security Damage Deposit
\$75.00 Rental Use Fee. In addition, one lifeguard must be hired for every 20 guests.

Note: Pool facility will **NOT** be closed to the homeowners at anytime during a function. The pool facility can not be reserved for private parties only. If you wish to have a POOL PARTY, it must be limited to 40 people. Only the amenity center may be rented and reserved for private parties, where occupancy shall not exceed 40 people.

Please note that homeowners with outstanding Buffalo Creek Homeowners Association assessments are ineligible to reserve and/or rent amenity facilities until all assessments have been paid in full.

The Association reserves the right to cancel a reservation in the event that any venue suffers damage or system failure that cannot be corrected prior to the reservation date scheduled. Such a cancellation by the Association will result in a full refund of both Rental Use Fee and Security Damage Deposit to the homeowner.

GENERAL REQUESTS

- Use tape for all decorations and remove when finished. Do not place tape on light fixtures.
- Do not place staples in chairs, walls or tables and please remove all tape used on these items.

Do not attempt to adjust the thermostat. It is programmed to acceptable temperatures.

- YOU MUST DEPART THE BUILDING NO LATER THAN 10:00 P.M. TO AVOID A FINE. An additional fine will be incurred by the homeowner unless the Board approves a longer period of use, in which case additional conditions may be imposed.

CLOSING OF CLUBHOUSE

- Clean up tables and countertops that were used in the area.
- Bag and tie trash bags. Place next to wooden fence on grass.
- Take down ALL decorations placed inside and outside the center, and clean up ALL messes. Please sweep the floors.
- Remove ALL foods/beverages from the area.
- Close, secure and recheck ALL doors. Please be sure to secure all latches/locks on the front door.

Amenity Center Rules of Usage

Homeowner ("Lessee") agrees to:

1. 100% responsibility for the conduct of all guests attending the event.
2. Remain at the amenity facility for the duration of the rental period or until all guests have departed the event.
3. Maximum number of 40 guests allowed at any pool parties and at any amenity center events.
4. Inform guests that parking is in the lot next to the pool.
5. Be considerate of neighboring homeowners at all times.
6. Use of the facility must end at 10 p.m. unless the Board or the Manager approves a longer period of use, in which case additional conditions may be imposed.
7. Limit noise/music levels.
8. No smoking inside the clubhouse or inside fenced pool area.
9. No alcohol allowed on the premises.
10. No firearms allowed on the premises.
11. Notify property manager of any problems encountered and any damage to any facility, pool, equipment and/or grounds during use.
12. In the event that the property is damaged to the extent that it cannot be utilized by the homeowners, there will be a fine of \$10 per day assessed to the renter until all damages to the facility, pool and/or grounds are repaired to its original condition. In addition, the Lessee will, at the Board's discretion, be ineligible for any additional use of the amenity facility.

13. Clean the amenity facility and surrounding grounds immediately following the event. The Lessee is responsible for proper cleanup of the facilities and for any damages. The Lessee will be charged the costs of any necessary cleanup and for any and all repairs. No deposit will be returned until the premises are cleaned and the premises are inspected by the Association's designated representative.

13. Falsification of the stated purpose of rental constitutes fraud resulting in a fine no less than \$200 assessed to the Lessee.

14. Any repair costs, fines or charges in excess of the deposit shall be posted to the homeowner's Association account and shall be due and payable immediately.

15. Lessee agrees by signing the Rental Agreement that he/she has been legally notified of the fees, fines and charges under the specified conditions stated within this agreement. He/she may request in writing a hearing before the Association within 30 days of the posting of any fee, fine or charge to the homeowner's account as a result of this rental.

I UNDERSTAND AND WILL ABIDE BY ALL OF THE ABOVE STATED RULES.

HOMEOWNER _____ **DATE** _____

AGENT FOR THE ASSOCIATION _____ **DATE** _____

FACILITY: _____

DATE OF PARTY _____ **HOURS** _____

**Buffalo Creek Homeowners Association, Inc.
Amenity Rental Agreement**

This contract and agreement is made and entered into this ___ day of _____ 20___, by and between Buffalo Creek Homeowners Association, Inc., (hereinafter referred to as the "Association" or "Lessor"), and the person, persons, or organization named below and/or in the Amenity Reservation Form as Lessee (hereinafter referred to as "Lessee").

WITNESSETH:

For the consideration hereinafter set out, Buffalo Creek HOA does hereby rent to Lessee that part of the Buffalo Creek Amenity Center as set forth in the Rules and General Request Form attached hereto, subject to the following terms and conditions:

This Rental Agreement shall be restricted to the dates, times and purposes specified in the Rules and General Request Form. The use of the premises is subject to the following provisions:

Rental Fee:

The Rental Fee shall include the use of designated Buffalo Creek facilities only. Reasonable cleaning of the facilities after the event is the responsibility of the Lessee. A Rental Use

Fee and a Security Damage Deposit is required at time of booking. Additional staff and/or security needed for event will be paid for by Lessee.

Payment:

Lessee will pay the balance due by certified check, money order, personal check (unless other arrangements are made in advance with the Association) 7 days prior to the event. If payment is not made according to the Rental Agreement, Lessee shall not be permitted to use the facilities.

RELEASE, HOLD HARMLESS AND INDEMNITY: LESSEE HEREBY RELEASES, HOLDS HARMLESS AND INDEMNIFIES THE ASSOCIATION AND DECLARANT INCLUDING, BUT NOT LIMITED TO ALL ASSOCIATION AND DECLARANT OFFICERS, AGENTS, EMPLOYEES, VENDORS, SUBCONTRACTORS OR TRUSTEES FROM ANY AND ALL LOSS, CLAIM, PERSONAL INJURY, DEATH, DAMAGE, DEMAND, LIABILITY, SUITS, CAUSE OF ACTION, EXPENSE AND COST, INCLUDING COURT COSTS, REASONABLE ATTORNEY FEES, COSTS OF DEFENSE AND/OR SETTLEMENT ARISING DIRECTLY OR INDIRECTLY FROM:

A. LESSEE'S ENTRY ONTO OR USE OF THE PROPERTY OR ANY LICENSE, PRIVILEGE, ACTIVITY OR SERVICE PERTAINING THERETO; AND/OR

B. ANY ACT, OMISSION, NEGLIGENCE, NEGLIGENCE PER SE, MISREPRESENTATION, BREACH OF CONTRACT, STRICT LIABILITY OR ACTS UNDER THE TEXAS DECEPTIVE TRADE PRACTICES ACT (DTPA) OF THE ASSOCIATION AND DECLARANT OR THE ASSOCIATION AND DECLARANT OFFICERS, AGENTS, EMPLOYEES, VENDORS, SUBCONTRACTORS OR TRUSTEES.

Compliance with Laws: Lessee, its guests, invitees, employees, and agents shall comply with all Association, municipal, state and federal laws and rules and regulations of the applicable regulatory agencies, while using the facilities of the Association.

Planning: Setup for an event can only begin at the time designated on the Rules and General Request Form and not before. This applies to all vendors: caterers, florists, photographers, musicians, and rental companies.

Restricted Use: Lessee shall use only the pool and their facilities and equipment as approved by the Association as listed on the Rules and General Request Form and as approved by the Association. No other space, interior or exterior, will be used without the consent of the Association Board of Directors.

Decoration and Cleaning Supplies: All decorations are subject to approval and are restricted exclusively to the rental space and date contracted for in the Rental Agreement. Lessee is responsible for supplying all tablecloths, napkins, dishes, and utensils, including coffee/tea beverage service, and ice. **No utensils or linens will be provided by the Association.** Mops, brooms and cleaning supplies must be provided by the Lessee.

Other Restrictions: No glass containers or dishes may be used in the pool area. **Smoking will not be permitted inside the facility, and burning of candles is strictly prohibited. Sparklers, fireworks, or any open-flame lighting device that will be staked into the ground will also be prohibited.** No nailing, taping or decorating of walls or exterior decoration shall be done without the express consent of the Association Board of Directors. No defacing or climbing on the exterior fences will be allowed. **Children, 12 years of age and under, must be accompanied by an adult in the pool area at all times.** Balloons may be used as long as they are disposed of at the close of the event. Use of any other materials of this type must be approved by the Board of Directors.

Damages/ Missing and/or Stolen Items: Lessee shall pay the Association for all damages/ missing and/or stolen items caused by the Lessee and/or Lessee's caterer, agents, employees or any of the invitees of Lessee, or any persons attending a function sponsored by Lessee, to building, grounds and equipment. The Security Damage Deposit will be kept, and damages are to be paid to the Association within five (5) days from the date a statement has been submitted to the Lessee by the Association.

Use of Alcohol: Lessee shall **NOT** have the right to serve alcoholic beverages.

Emergency exits may not be blocked at any time during an event. Candles or other open flames are not allowed anywhere in the facility. Exterior doors may not be propped open.

Attorney's Fees: In the event the Association requires the services of an attorney to pursue any of the remedies available under this Agreement against the Lessee, including filing of a lawsuit and Lessee is determined by a court of competent jurisdiction to be in default hereunder, the Lessee shall pay all costs and expenses, including but not limited to, reasonable attorney's fees, incurred by the Association in the enforcement of this Agreement.

Entireties: Should any clause, paragraph, sentence, or section of this Agreement be determined to be void, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall not be rendered void and unenforceable as a result but rather shall remain in full force and effect.

Amendments: No amendment or change to this Agreement shall be effective unless made in writing and signed by both parties.

Lessee shall be responsible for enforcing the guidelines and rules set forth herein, and shall promptly report to the Association any incidents, which might adversely affect the amenity center or pool. Lessee agrees to instruct any persons assisting Lessee of the rules and to instruct them to abide by the same. Anyone violating the terms of this agreement is subject to removal from the premises by Lessor.

Executed the day and year written above.

Lessor: _____ **Lessee:** _____
By: _____ **By:** _____
Date: _____ **Date:** _____

Amenity Location: _____
Date of Event: _____ **Hours:** _____