

Guilbeau Park Owner's Assoc.

C/O MGM Realty Services

11844 Bandera Rd. #508

Helotes, Texas 78023

(210) 497-0622

Fax (210) 509-2443

RE: Clubhouse Reservation

Dear Homeowner:

Enclosed you will find two Clubhouse Reservation Agreements. Please complete and sign one Agreement and return it to us **with two checks**, one for the rental and one check for \$100.00 (Security Deposit). The Security Deposit will be returned to you if all rental conditions are met. We must receive your check and Security Deposit within 5 days of the rental date in order to hold your reservation. Reservations **are not confirmed** until we receive your Security Deposit.

Prior to your rental, we will call you with the code to open the lock box that contains the key to the Clubhouse. The key must be returned to the lock box at the end of the rental period on the day of rental.

Please feel free to call us should you have any questions.

Sincerely,

Office Manager

Enclosures

Community Center Rental Agreement

The Guilbeau Park Owner's Association, hereinafter called "ASSOCIATION" hereby grants to

_____ (member)

_____ (address/phone #)

hereinafter called "HOST" the non-assignable right to use that portion of the Guilbeau Park Owner's Association facility known as the Community Center. Said right of use and occupancy to be solely for the following purpose:

FUNCTION: _____ **DATE:** _____

NUMBER OF PEOPLE: _____ **TIME:** _____

FEES: Security Deposit: \$100.00 **USAGE FEE:** 4 hours or less - \$50.00
4 to 9 hours - \$75.00
Over 9 hours - \$100.00

1. **RESERVATION DEPOSIT AND RENTAL FEES:** The HOST shall pay to the ASSOCIATION as a reservation deposit the sum of \$100.00. This amount to be held by the ASSOCIATION to ensure the following: a) the proper clean-up which is the sole responsibility of the HOST and b) reimbursement or replacement of Association property or equipment required because of damage sustained incident to the HOST use of the premises. Said deposit is to be refunded to the HOST upon inspection of the premises by the ASSOCIATION or its designated representative. Further, the HOST agrees to reimburse the ASSOCIATION upon demand any additional sum required for clean-up, repair or replacement. The payment of the non-refundable Community Center usage fee of \$ _____ together with the reservation deposit of \$100.00 shall be require to confirm reservation for each rental agreement. The HOST further agrees to pay \$20.00 for the first 5 minutes of use which extends beyond the reserved time and an additional \$10.00 for every 15 minutes thereafter. **The Community Center cannot be reserved unless the HOST'S maintenance assessment account is current.**

2. **KEYS:** Prior to the rental period the ASSOCIATION or its designated representative will call the HOST with a code to open a lock box containing the key to the Community Center. The key Must be returned to the lock box at the end of the rental period. If the Key is not returned there will be a charge of \$25.00 per day until the key is returned. If the key is reported lost the Host will be responsibility for payment to change all locks for the facility. The ASSOCIATION will handle changing the locks. The HOST will be prohibited from further rental of the Community Center until payment for re-keying is made.

3. **CONDUCT OF GUESTS:** the HOST is solely responsibility for the conduct of all guests on the premises incidental to or during the time of the rental. The HOST must be present on the premises at all times during the rental period. All functions primarily attended by minors will require an appropriate number of adult chaperons. The HOST will ensure strict observance of all guests to all rules and regulations of the Association regarding the use of and conduct on the rented premises.

4. **COMMUNITY CENTER RULES:** By accepting this rental agreement the HOST agrees to abide by all of the Community Center rules established by the ASSOCIATION. A copy of the Community Center rules is attached to this contract.

initials _____

5. **TOBACCO/ALCOHOL:** There will be NO USE OF TOBACCO PRODUCTS OR ALCOHOL permitted in the Community Center. Possession and/or consumption of alcohol by any person is strictly prohibited on Association property.

6. **INDEMNITY:** The HOST by accepting this rental agreement agrees to release the ASSOCIATION, its officers, directors, agents and employees from all damages and claims of every kind, weather to person or to property, arising incident to the HOST'S use of the premises or arising during the HOST'S use of the premises and HOST agrees to hold the ASSOCIATION, its officers, directors and employees harmless from any damage, claim lawsuit, or judgement sustained by the HOST or any of its agents, employees, invited guests or any other person , including caterers, on the premises incidental to or during the time of the rental agreement and to indemnify the ASSOCIATION, its officers, directors, or employees against any and all claims, demands, lawsuits or judgments arising from negligence of the ASSOCIATION, its officers, directors or employees.

7. **TERMINATION:** The use of the rental premises shall be at all times subject to the control and supervision of the ASSOCIATION who may, without notice to HOST demand cessation of any function and request guests to immediately vacate the premises if the rules and regulations are not observed. The ASSOCIATION, its directors or designated representative shall have the right to terminate this rental agreement for any reason, including but not limited to nonpayment of fees or deposits. In the event this rental agreement is terminated for nonpayment of association maintenance assessment, this agreement shall be null and void, except that the reservation deposit shall be forfeited to the ASSOCIATION, and shall be applied to the outstanding maintenance assessment account balance.

EXECUTED THIS _____ DAY OF _____, 20____

HOST NAME (PRINTED) _____

HOST ADDRESS: _____

HOST SIGNATURE: _____

AGENTS NAME (PRINTED) _____

AGENTS TITLE: _____

AGENT SIGNATURE: _____

Community Center Rental Agreement

COMMUNITY CENTER RULES

1. The Community Center will remain locked while not scheduled for use. This does not apply to the doors adjacent to the restrooms that shall remain open during pool hours. The interior hallway door shall also be secured while not scheduled for use.
2. Reservations for the Community Center are subject to the approval of the Board of Directors or the management company.
3. Reservation for the Community Center may be made no more than 90 days in advance. Any other reservation arrangements must be submitted to the Board of Directors in writing for review and consideration. The Board of Directors will have 14 days to make their decision on these requests.
4. Members may reserve the Community Center only if their maintenance assessment account is current.
5. Renters may reserve the Community Center if an "Assignment of Right to Tenant" agreement is on file with the management company or is included within their lease.
6. The Board of Directors reserves the right to make reservations for the Community Center at any time on behalf of the Association. The Association's use of the facility may not be made to cause an ouster of any properly scheduled reservation for private use of the facility.
7. Other Associations and Civic Organizations may use the Community Center at no cost with prior approval by the Board of Directors
5. Charge for admission or a cover charge is prohibited.
9. Occupancy is limited to 148 people
10. All functions shall end not later 10 P.M.
11. No roller blades, skate boards, roller skates, or other wheeled activities are permitted in the community Center.
12. No Decorations will be allowed which will deface/damage the facility, such as tacks, nails, staples, duct tape, etc. **IT IS STRICTLY PROHIBITED TO MOVE THE FLAGPOLES AND/OR CHURCH PEWS.**
13. Loud noise or music that disturbs other residents of the community is not allowed.
14. Possession and/or consumption of alcohol and the use of tobacco products inside the facility or on the grounds is prohibited.

initials_____

15. Pets are not permitted inside the facility. Service animals are exempt.
16. Appropriate attire by members and guests is required at all times.
17. Any behavior contrary to family situations is prohibited.
18. The Board of Directors reserves the right to restrict or suspend any member's right to use the Community Center for a period of time to be determined by the Board of Directors for violation of these rules or unacceptable conduct.
19. The Board of Directors reserves the right to refuse use or terminate use of the Community Center for violations of these rules or the rental agreement

The Guilbeau Park Owner's Association expressly disclaims liability for personal injury or death to any person, whether member or non-member user of the Community Center and all other Association members and their guests. Members shall be responsible for their own safety and that of their guests. Any unsafe condition shall be reported immediately to the management company.