

The Villages of Woodland Springs Homeowners Association, Inc.
Amenity Center Rental and Use Agreement
PLEASE INITIAL THE GREY HIGHLIGHTED AREAS AND RETURN.

I. Definition of Terms in the Policy and Acknowledgement

VOWS- The Villages of Woodland Springs

HOA- Homeowners Association for the Villages of Woodland Springs.

Renter- Any homeowner or formally document rental tenant that chooses to rent the Amenity Center.

II. Eligibility and Availability

The Amenity Center may be rented by Villages of Woodland Springs Homeowners or tenants who have a completed Tenant Authorization Form on file. The Amenity Center shall be utilized solely for the purpose of a private party by personal invitation. (____INT)Reservations cannot be made unless the Renter's corresponding property is current on all assessments or dues rendered by the VOWS Homeowners Association. No one under the age of 21 may request a reservation. Premier Communities will facilitate all requests for reserving the Amenity Center. The Amenity Center will be available for you between the hours of 9:00 and 10:00 pm during the week and until 11:00 pm on weekends. (____INT). No requests may exceed a one day time period.

III. Reservation Process

Making reservations: This reservation policy is for utilizing the Amenity Center only and does not cover usage of the pool and pool areas. (_____INT). The adjacent pool is open to all VOWS residents and cannot be reserved for private functions. A reservation will not be confirmed until all monies, and required forms have been received by Premier Communities. Reservation requests shall be made to Premier Communities at least 10 days prior to the actual event. Reservations can be requested by confirming the available time and dates through Premier Communities:

- Calling 817~741~1719
- Visiting the onsite office at 12209 Timberland Blvd. in Keller.

Reservations will be accepted on a first come, first serve basis and will be held upon receipt of a security deposit, rental fee and completion of this agreement. All reservation requests are subject to approval by the Board of Directors, Premier Communities, or the Advisory Council.

<u>Fees for reservations:</u> A security deposit of \$500.00 and a rental fee of \$60.00 half day or \$120.00 all day or \$250.00 deposit and \$165.00 half day for rental which would include an off duty police officer to watch over the event, are required for each reservation and must be received in order to confirm a reservation. The fee and security deposit shall be in two separate forms of payment, as the security deposit will be returned upon confirmation of no damage and no police reports have been made and filed.

All reservation fees and deposits must be in the form of a personal check or money order and made payable to THE VILLAGES OF WOODLAND SPRINGS HOA.

<u>Exceptions for reservation fees</u>: There will be no fee for Homeowners Association functions including Advisory Committee meetings, Community Calendar Committee functions, or other community activities sponsored by the HOA. These events take precedence over residential functions.

<u>Cancellations</u>: Written notice to cancel a reservation must be given to Premier Communities within <u>2 weeks prior to the event</u>. Failure to timely notify Premier Communities could result in forfeiture of the fee and / or security deposit amounts. Cancellation notices can be submitted to Premier Communities by:

- Faxing to 817-741-1720
- Emailing <u>robin.willits@premiercommunities.net</u>, <u>stacy.mcgrath@premiercommunities.net</u> or <u>justin.lahue@premiercommunities.net</u>
- Visiting Premier Community's onsite office at 12209 Timberland Blvd in Keller.

IV. Amenity Center Utilization

General Rules: Absolutely no animals of any kind are allowed in the facility or on the grounds
at anytime, (INT) except service animals as covered by the Americans with Disabilities
Act. Smoking inside the facility at any time is prohibited. No alcoholic beverages are
permitted. (INT). Noise and music must be maintained at a level which does not disturb
neighboring homeowners or the general public. Any reports of complains, for officials or the
general public, are subject to the violation penalties outlined in this policy. Attendee counts
shall not exceed stated capacity. NO GUM(INT). If gum happens to appear on the
floors please remove it. <mark>NO TAPE ON FLOORS</mark> .(INT). <mark>NO FOG MACHINES</mark> (INT.)
Refrigerator should be completely cleaned out. Any thing left in it will not be held.

<u>Property Maintenance:</u> All Renters will be given a checklist for pre-event and post-event validation of property status. Renter agrees to leave the Amenity Center in accordance with this checklist. Renters must ultimately ensure the property is returned in the same state in which it was received.

<u>Duration of event:</u> Renters may only utilize the facility during the hours noted on the reservation request form. Residents should include setup and cleanup times in their requests, so as not to impact other scheduled events at the center. The Amenity Center alarm will activate at the time of closing. It will be the Renters responsibility to ensure that all guest are out and that all cleaning is completed prior to the time of closing or event conclusion. Renter shall be in attendance at all times during the function which the Amenity Center has been rented and agrees to be responsible for the actions of all guests and invitees.

Post event procedures: Upon completion of the event, the Renter will:

- Conduct and complete the post-event checklist, including completing any clean up and removing all refuses from the center
- Completely lock up the facility
- Return the checklist and any given keys to Premier Communities management within one business day

V. Responsibility and Damages

Responsible Party: The Renter is responsible for ensuring all guest adhere to these rules. The Renter is also responsible for all damages, including damages caused by attendees at Renters' event. Financial responsibility for any and all damages, as determined by the Board of Directors and /or Premier Communities will be the sole responsibility of the Renter below. If expenses for violations exceed security deposit amounts, Renters will be assessed additional fees for damages. Such additional fees may be added to existing semi-annual assessment dues, as stated in Article 7.4.3 page 21 of the DCC&R's.

<u>Penalties for violation of this policy:</u> Depending on the severity of the violation, Renters who violate this policy are subject to immediate termination of the event, suspension or loss of future renting privileges, forfeiture of security deposit refund and/or accruing additional fines or expenses.

VI. Hold Harmless Clause

I, the undersigned resident member, agree to bear sole and complete responsibility for, and hereby release, forever discharge and agree to indemnify and hold harmless The Villages of Woodland Springs Homeowners Association, Inc. ("Villages of Woodland Springs"), its officers, directors, agents and representatives from and against: (a) personal injuries, including death, to myself or my guest or my invitees which arise during the use of the common area amenities under the terms of this agreement; (b) for any personal property or articles lost, damage or stolen during the use of the common area amenities under the terms of this agreement; and (c) all damage to the Amenity Center, including its contents and furnishings.

(Please Return)

I acknowledge and agree that: (a) neither I nor my guest nor invitees will utilize the Amenity Center for any purpose or undertake any activity which might be considered a violation of the Villages of Woodland Springs Declaration, city, stat, and/or federal laws and ordinances. I further agree to hold harmless The Villages of Woodland Springs Homeowners Association, Inc., its officers, directors, agents, and representatives and shall indemnify them in the event of any loss or injury occurring within the common area amenities due, in whole or in part, to the use or condition of any structure, cooking equipment, sports equipment, or furniture, whether existing within the common area amenities or introduced in the facility for this event by myself or any of my guests or invitees.

Signature of Renter	Signature Date	_
Printed Name of Renter	Renter Contact Phone#	_
Address	Reservation date & time	
Premier Communities Management Agent	Date	

I confirm that I have read and agree to adhere to all guidelines outlined herein.





Pool Card #(s)

AMENITY CENTER RESERVATION REQUEST FORM

Please complete this form and return or fax it to the Villages of Woodland Springs HOA office onsite Administrative Assistant Robin Willits at 817-741-1720.

Homeowner name:	Date: _	
Address:		
Contact Numbers Home:	Email:_	
Work:	Cell	
Reservation Date Requested: Times of Use: 9 am- 12pm		Weekdays 5pm~10pm
Type of Event: Number of expected guests:		
This section to be completed by Premier Comm	nunities Management	
Rental Fee of \$60.00 or \$180.00 received on Deposit fee of \$500.00 received on	Waiver Form Signed: Yes No in form of money order or personal check# in form of money order of personal check #	
	in form of money order or personal check# in form of money order of personal check #	
OFFICER Contacted		
Reservation logged and placed on calendar on		
Reservation confirmed on	(all monies and required fo	rms received)



Amenity Center Check in/out Sheet

Home Owner NameAddressHome Phone		_ Start Time				
				Cell/Work	Phone	
					Item All furniture (tables/chairs) cleaned Floors swept and clean Appliances cleaned and working Countertops cleaned, sink cleaned Bathrooms cleaned/working Trash removed from center / yard Lights working and on/off Air conditioner working/therm reset	
Date:	re-inspection _ time: Homeowner: Comments (Maintenance or cleaning	-				
	ost-inspection	Duomies Per				
Date:	_time: Homeowner:	Premier Rep				





The Villages of Woodland Springs Homeowners Association, Inc. Amenity Center Waiver, Release and hold Harmless Agreement

This agreement is entered into by	, who resides
at	,TX,(Owner)
for the benefit of The Villages of Woodland Springs Hom(date).	neowners Association and is effective as of
In consideration of the right to use Village Owner hereby agrees to assume all responsibility the use of said facilities and does hereby fully relevant Woodland Springs, expenses, claims, demands, (including those asserted by the permitted, agent for death, personal injury, property damage or a penalties, including costs, attorney fees and settle Owner. Owner's permitted, agents, licensees, gulimitation whatsoever, any such claims, demand connection with Owner's use of the amenity cen Owner to Owner's permitted, agents, licensees, gagrees to defend, indemnity and hold Villages of employees and agents, past, present, and future, claims.	ies, risks, liabilities and hazards incidental to lease and forever discharge Villages of causes of action of every kind and character its, licensees, guests and invitees, of Owner) any other liability for damages, fines, or ements, resulting from any act or omission causes or invitees, including but without its or causes of action arising out of or in atter and the serving of alcoholic beverages by guest or invitees, and, furthermore, hereby a Woodland Springs, its officers, directors,
Date signed	_
Owner's Signature	_
Witness Signature	_

