

HIGHLAND SHORES OWNERS ASSOCIATION
COMMUNITY CENTER RENTAL AGREEMENT

NAME: _____
EVENT TYPE: _____

TODAY'S DATE: _____
EVENT DATE: _____

The Highland Shores Community Center is available for rent to all homeowners in good standing or by Board-approved local/civic service groups for a private function subject to the following guidelines. It is the intent of the HSOA in establishing these rules and guidelines to ensure fair and equitable access and to preserve the facility in a manner befitting the HSOA.

As a prerequisite for granting a reservation for private use, the homeowner must complete and initial and sign a copy of this Agreement and pay the applicable fees and/or deposits. The HSOA reserves the right to change any of the terms of this policy and/or charges for deposits or other applicable fees at its sole discretion, without prior notice.

- _____ 1. **Rental Restrictions:**
- a. All HSOA-organized community events and standing Club reservations will have priority over other private requests.
 - b. The Community Center may not be used for any type of commercial or profit-making function, unless specifically approved in advance by the Board of Directors. Homeowners may not rent the Community Center on behalf of another party, group or organization. The facility will not be rented for any type of political meeting or function.
 - c. For parties involving minors, there must be one parent, legal guardian, or chaperone for every five minors attending the event.
 - d. Homeowner must pay the deposit and rental fee, pick up the Community Center key, and be present for the duration of the event. Checks or money orders should be made by homeowner or approved groups made payable to Highland Shores Owners Association (HSOA). We CANNOT accept cash payments.
 - e. The Community Center is the only HSOA facility for rental by private parties. All other facilities, including the pools, playgrounds and park areas will normally be available for on-going use by HSOA members. The Board of Directors may make the other facilities available for rental on a case-by-case basis, subject to approval.
- _____ 2. **Rental Fees & Payment Terms:**
- a. The Community Center is available for rental from 9:00 A.M. to midnight **ONLY**. **The non-refundable rental for this period is \$160.00. Entrance into the facility prior to or after the reservation is strictly prohibited and will result in FORFEITURE of your deposit.**
 - b. Homeowner is required to make a refundable security deposit of \$150.00. All payments are due the day of your reservation.
 - c. Cancellation of rental agreements must be submitted in writing to the HSOA Management Office a minimum of seven (7) days prior to the scheduled event and will be subject to a \$25.00 cancellation fee, which will be deducted from the rental fee/deposit. All other monies will be refunded within two weeks of receipt of the cancellation request, subject to verification of any check clearances. If the Agreement is not so timely cancelled, the entire rental fee shall be forfeited.
 - d. The HSOA reserves the right to revoke any request/approval if sufficient cause is found that any misrepresentation of the facts related to rental request occurred. In which case, there will be an administrative fee of \$25.00 deducted from the rental fee. All other monies will be refunded within two weeks of receipt of the cancellation request, subject to verification of any check clearances.
 - e. Keys must be picked up in person at the Site Manager's office between 8:00 A.M. and 5:00 P.M., Monday through Thursday only. A fee of \$100.00 will be charged for the loss of the facility key.

_____ 3. **Décor & Furnishings Guidelines:**

- a. Homeowner assumes full responsibility for conduct of their guests and for any damage or disrepair to the facility, and/or damage or loss of furniture, fixtures, accessories, appliances, and equipment.
- b. **Balloons are NOT allowed inside the Community Center.** Adjustments to the existing light fixtures are NOT permitted and decorations may NOT be hung from the hanging lighting fixtures or ceiling. Decorations attached to other surfaces are permitted, but must be attached using putty or similar non-stick, non-marking substance and removed in its entirety. Please do not nail, tack or tape anything to the walls.
- c. All furnishings must be placed in their original positions by the homeowner. All chairs must be stacked, all tables folded and stacked against the wall in the storage area. If there are any seasonal decorations such as Christmas trees, they are not to be moved under any circumstances. HSOA will have the Community Center professionally cleaned following all events. **ANY DAMAGE TO THE FACILITY OR TO THE FURNISHINGS WILL RESULT IN AN AUTOMATIC FORFEITURE OF THE DEPOSIT.**
- d. All items brought in by the homeowner, including rental equipment, must be removed from the facility by midnight on the day of the rental.
- e. When serving liquids, please encourage your guests to empty the containers in the sink before throwing them in the trash. Liquids placed in the trashcan will leak when the trash is left on the floor for the cleaning crew to remove. This makes clean up difficult and may result in extra cleaning fees to be deducted from the deposit.

_____ 4. **Guest Provisions:**

- a. Homeowner is responsible for the appropriate supervision of all attendees and guests. Failure to do so may result in forfeiture of future eligibility of rental privileges.
- b. Homeowner further agrees to bring any potential safety concerns homeowner may have, to the Association's attention prior to the event. Homeowner warrants and guarantees they will be present at all times and that they will be responsible for and in control of the guests for the duration of the rental period.

_____ 5. **General Operations Information:**

- a. Proper attire is required, including shirts and shoes.
- b. Pets are not permitted in the Community Center, unless they are assisting the physically impaired.
- c. Smoking, vaping, or use of tobacco products is not permitted within the Community Center or any portion of the Community Center, including the restrooms.
- d. Disruptive or inappropriate behavior, abuse of facilities, failure to abide by the terms of this Agreement of rules and regulations, or any other action by or on behalf of the homeowner or any guests at the event deemed by the Association or its agents not to be in the best interests of the Association or the community shall be grounds for immediate termination of this Agreement.
- e. Any noise shall be deemed a nuisance when it unreasonably disturbs the peace, quiet, and comfort of the community residents.
- f. Complaints, concerns, or compliments should be addressed to the on-site Management Office at 972-317-5139. In case of amenity-related emergencies after business hours, contact the after-hours maintenance line at 1-800-274-3165. In case of life-threatening emergencies, call 911.
- g. Homeowner is responsible for disarming/arming the security system, turning the lights and other equipment on/off, and securing the building on their departure. Each false security alarm to which the City's emergency staff and/or HSOA management respond will automatically result in forfeiture of fifty dollars (\$50.00) from the homeowner's security deposit. In addition, the homeowner hereby agrees to pay for any and all damage to or loss of furniture, accessories, fixtures, or equipment that may occur during the rental period or as a result of their failure to secure the premises.
- h. There are 3 thermostats in the Community Center. The control nearest to the restrooms is locked and must not be adjusted. The other 2 are located near the alarm panel and near the coat closet. You may adjust the temperature to your comfort. Upon exiting the facility, the temperature must be reset on all controls to 75 degrees in the summer months and 70 in the winter months.

_____ 6. **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 permittees, agents, licensees and invitees of User) for death, personal injury, property damage or any other liability damages, fines or penalties, including costs, attorneys' 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 the Facility. Lost or stolen articles are not the responsibility of the Association.

- a. This Agreement represents the entire Agreement of the parties and there are no representations, written or oral, not specifically set forth herein.
- b. The Association does not warrant or represent the facilities are fit for any particular purpose and it is homeowner's responsibility to determine if the facilities are suitable for homeowner's intended use.
- c. Homeowner acknowledges having read and understood this Agreement.
- d. Homeowner agrees to advise guests of the provisions of this Agreement with respect to the warnings and requirements set forth herein.
- e. In the event this Agreement is executed by more than one individual on behalf of homeowner, the obligations herein shall be joint and severable.

_____ 7. **Capacity Guidelines:**

- a. The maximum capacity of the Community Center is 185 persons or 90 seated with tables & chairs.

ACKNOWLEDGEMENT & AGREEMENT:

I have read and fully understand the rental agreement terms and conditions and agree to abide by all rules, requirements, and payment of fees as stipulated. I understand the policies and procedures herein and understand violations of any terms and conditions will result in forfeiture of deposit. I will hold Highland Shores Owners Association, Inc. harmless for any and all injuries during this period, and I take full responsibility for my guests.

Homeowner Signature: _____

Date: _____

HSA Representative Signature: _____

Date: _____

HOMEOWNER INFORMATION:

Print Name: _____

Address: _____

Telephone: _____

E-mail Address: _____

Deposit Check: Return Void & Destroy

EVENT INFORMATION:

Event Type: Birthday Shower Wedding Other: _____

Estimated # of Attendees: _____

Youth Event: Number of Youth: _____ Ages of Youth: _____ # of Parents: _____

Begin Time _____ End Time of Reservation: _____
(including set up) (including clean up)

Notes: _____

FOR HSOA MANAGEMENT OFFICE USE ONLY:

To Be Completed by HSOA Representative

Name: _____

Date: _____

Cleaning Reserved Yes No

Deposit Returned/Destroyed Yes No

Deposit Check Number: _____

Rental Check Number: _____

Key Number/Date out: _____

Date Key Returned: _____

Notes/comments for after rental use: _____

AGREEMENT FOR USE OF AMENITY CENTER INVOLVING PERFORMANCE OF MUSIC AND/OR 75" MOUNTED TELEVISION

Agreement Overview:

This agreement is entered into between the Highland Shores Owners Association, Inc. ("HSOA") and the Owner (herein so-called), whose signature appears below, in conjunction with Owner's use of HSOA's amenity center for an event where: (1) the television in the Amenity Center will be used by Owner to display images television programming will be played on the Amenity Center television through the laptop of Owner or a guest; (2) music will be played or performed either through a disc jockey, a live band, Bluetooth/internet transmission, tape recorder, cd player or radio.

Amenity Center Logistics and Licensing Terms:

Owner desires to rent the Amenity Center from HSOA for an event at which: (1) HSOA's television will be used by and for the benefit of Owner and the invited guests; and/or (2) music will be played or performed either through a disc jockey, a live band, Bluetooth/internet transmission, tape recorder, cd player or radio. Owner acknowledges that the Amenity Center does not have an established Internet connection or any connectivity capability for local television, cable or streaming broadcasting. Owner acknowledges that any images displayed on HSOA's television or any music played at the event may be protected by copyright. The performance of music at the event may require a license from any number of music licensing performance rights organizations or other entities. Owner further acknowledges that HSOA does not maintain a license for any type of programming or images that may be displayed or for the performance of music that may be played or performed at the event for which Owner is renting the Amenity Center.

Music and Media Usage Restrictions:

Owner hereby agrees to indemnify and hold HSOA harmless for any claim, demand or cause of action, including fines or damages, asserted for copyright infringement asserted by a third-party based on any programming or images displayed on HSOA's television by Owner or any guest during the event. Owner further acknowledges that HSOA does not maintain a license for the performance of music that may be played or performed at the event for which Owner is renting the Amenity Center. In consideration of the right to use HSOA's Amenity Center for the event, Owner hereby, on his or her own behalf, and on behalf of their his or her, representatives, successors, transferees and assigns, do hereby release and forever discharge, HSOA and its officers, directors, agents, representatives and successors in interest from any duty or obligation to maintain or procure a license for any music performed or played at the event which is or may be protected by copyright, or to ensure that HSOA only allows the performance of music at the event which is subject to a license obtained by Owner or HSOA. Owner further agrees to indemnify, defend, and hold HSOA and its officers, directors, agents, representatives, and successors in interest harmless from any claim, cause of action, loss, penalty, royalty payment, attorney's fees, court and other costs, expenses, or claims attributable to any claim by an artist, by a music licensing performance rights organization, by any entity or individual resulting from or based upon, in whole or in part, the failure of HSOA or the Owner to obtain a license for music played or performed within HSOA's Amenity Center during the event for which this Agreement was entered into, or otherwise.

Equipment Usage Guidelines:

Owner acknowledges that the remote controller for the television and an HDMI cord are in a caddy attached to the wall, close to the television, and in proper working order. Owner must ensure remote controller and the HDMI cord are returned to the same location and the television is turned off at the end of the event. Owner acknowledges any damage to or loss of the equipment or the television will result in an **automatic forfeiture of the rental deposit**. Owner further acknowledges HSOA has the sole discretion to deny the use of HSOA's television due to the display of content deemed inappropriate.

I understand and agree to the terms as they are stated above.

Owner (Print name): _____ Signature: _____
Address: _____ Telephone #: _____

Highland Shores - Amenity Center: COVID-19

RELEASE, WAIVER OF LIABILITY, INDEMNITY AND ASSUMPTION OF RISK

Due to COVID-19 Concerns and Various Directives from Municipal and State Authorities, Use of the Highland Shores Amenity Center Will Only be Allowed After You Sign this Release.

I understand COVID-19 is an easily transmittable and contagious virus and there are no known measures to insulate myself from infection. I also understand that any insurance maintained by the owner and operator of the amenity center will likely not provide coverage for bodily injury, including permanent disability, paralysis and death, resulting from infection by the COVID-19 virus. By entering and using the amenity center I am knowingly and voluntarily subjecting myself to possible exposure to the COVID-19 virus and the consequences thereof. I will undertake all reasonable measures to protect myself and others who use the pool and related facilities from exposure or infection. I fully understand that the use of the amenity center **may** involve risks of serious bodily injury, including permanent disability, paralysis and death, caused by contraction of the COVID-19 virus due to: (i) my own actions, or inactions, (ii) the actions or inactions of third-parties using the amenity center and (iv) the actions or inactions of the Highland Shores Owners Association, Inc. (collectively, the "**Risks**"). I fully understand, accept and assume all such Risks and all responsibility for losses, costs, and damages I incur as a result of such Risks.

In consideration of being allowed to use the amenity center, on my own behalf and on behalf of my guests, heirs, representatives and assigns, I hereby release, forever discharge, and covenant not to sue the **Highland Shores Owners Association, Inc.**, its respective directors, officers, agents, employees and contractors (collectively, the "**Releasees**") from and against all liability, claims, demands, losses, or damages suffered by me on my account of, or alleged to be caused, in whole or in part, by the negligence or gross negligence of the Releasees or otherwise, resulting in my exposure to or infection by the COVID-19 virus. I further warrant, covenant and agree that the release, waiver and assumption of the risk contained herein shall be binding on anyone who makes a claim against any of the Releasees on my behalf or resulting from injuries which I may incur or suffer. **I further agree to INDEMNIFY AND HOLD THE RELEASEES HARMLESS from any claim asserted by or on behalf of my family members or any of my guests based on facts or circumstances encompassed by the Risks.**

My family members and I, including our guests, agree to practice preventative actions issued by the CDC to prevent the spread of COVID-19 including, but not limited to, maintaining physical distance of at least 6 feet between persons.

I have read this **RELEASE, WAIVER OF LIABILITY, INDEMNITY AND ASSUMPTION OF RISK**, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

First Name: _____ Last Name: _____ Age: _____

Address: _____

Email: _____ Phone # (____) _____