

Officer needed \_\_\_\_\_

Vendor Insurance form \_\_\_\_\_

Assessments current \_\_\_\_\_



## Villages of Westcreek

Owners' Association

### Exclusive Use Contract for Sports Park Pavilion- The Pavilion can be reserved between 9AM and 9PM-minimum of 3 hours

(If a sport event is scheduled on a Saturday during a date of interest, availability resumes after last game)

#### WHO MAY BOOK THE FACILITY?

*In order to reserve the Sports Park Pavilion for exclusive use, you must reside in the Villages of Westcreek and be a member in good standing, (i.e., you must be current on any/all assessments/obligations owing to the Villages of Westcreek Owners' Association). If you are a tenant, the owner from whom you are leasing/renting must be current on any/all assessments/obligations owing to the Villages of Westcreek. If not, you cannot rent or use any of the amenities.*

This Contract to use Sports Park Pavilion ("Contract") is entered as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ ("Homeowner/Tenant") and the Villages of Westcreek Owners' Association ("Association").

Homeowner/Tenant desires to have the exclusive use of the Sports Park Pavilion ("Facility") hereafter described during the time shown below.

The Association has agreed to allow Homeowner/Tenant to have such use of the Facility only upon the terms and conditions contained in this Contract, which terms and conditions Homeowner/Tenant accepts.

Now, therefore, in consideration of the agreements and covenants contained in this Contract, which the parties acknowledge are sufficient consideration, Association and Homeowner/Tenant agree as follows:

**Right to Use.** Homeowner/Tenant shall have the exclusive right to use the pavilion, on \_\_\_\_\_, 20\_\_\_\_, between the hours of \_\_\_\_\_ (CDST) and \_\_\_\_\_ (CDST) solely for the purpose of \_\_\_\_\_ . *(All functions must end no later than 9p.m (clean up completed by 10pm)*

**Number of Guests during Pavilion Usage** \_\_\_\_\_

**Large Party Fee.** Any event with over 100 attendees will require an Association-provided law enforcement officer to monitor the event. This service will require an extra charge. For every additional 100 attendees, an additional security guard is required. If allotted # of guests exceeded, the party monitor has the option of terminating the function or attempt to contact law enforcement. Any additional fees will be the responsibility of the homeowner can be deducted from the damage deposit check.

**Damage Deposit and Fees.** The first payment will be for \$250.00 (check or money order signed by the homeowner/tenant) as a Damage Deposit, the second payment will be for \$25.00 for a Cleaning Deposit both of which will be returned to the Homeowner/Tenant via mail if no damage is noted during the post-event inspection and if the Deposit has not been forfeited pursuant to this contract. Contract is not valid unless assessments are current.

The third payment will be for the Usage Fee which can be in the form of a check (homeowners only), money order, credit card, or cash. A Usage Fee will apply for exclusive use of this Facility and this fee will be based upon the most current exclusive usage fee in effect at the time the facility is booked.

- a. Facility will be inspected by an employee of the Association before and immediately following the event.

If damage to the Facility is found, the Association shall deduct from the Damage Deposit any repair expenses resulting from damage to the Facility by the Homeowner/Tenant. When decorating, the Homeowner/Tenant will **not use thumbtacks, push pins, and/or adhesive tape within the facility. Detected use of any of these items will result in loss of the Damage Deposit.** Sticky Tak, or similar products that do not leave marks or holes in the wall surfaces may be used.

- b. Homeowner/Tenant will remove any items tied in the structure with string, ribbons or rope prior to leaving the facility no later than one hour after the “end-time” booked. Also see paragraph 6 for Liability for Clean-up and Damage.
- c. A maximum of 3 vehicles are allowed behind the Pavilion for loading and unloading purpose only for a period not to exceed 15 minutes before and after the party. **All vehicles must be moved afterwards after the 15 minute loading/unloading period, no parking behind the pavilion is allowed.**
- d. Golf-carts, ATV/UTV’s and any other motorized vehicles are not allowed anywhere on the premises.

1. **Refunds, Cancellations, and Contract Changes.** *If an event is canceled because of inclement weather; the Homeowner Resident has the option of getting a refund or, within the current year, rescheduling the event within the current year. There will be no refunds if the cancellation is within four weeks (28 days) prior to the event. If the cancellation is made more than four weeks (28 days) prior to the event, a \$27.50 Rebooking Fee will be deducted from the refund. Any contract changes (i.e. event hours, officers, event date, etc...) must be made no later than 2 weeks (14 days) prior the event.*

**INDEMNITY.** HOMEOWNER/TENANT SHALL INDEMNIFY AND SAVE HARMLESS THE ASSOCIATION, THEIR OFFICERS, DIRECTORS, AGENTS, LEGAL REPRESENTATIVES, AND EMPLOYEES FROM ALL LIABILITY SUITS, ACTIONS, OR CLAIMS OF CHARACTER, TYPE OR DESCRIPTION BROUGHT OR MADE FOR OR ON ACCOUNT OF ANY AND ALL LOSSES, INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY THE HOMEOWNER/TENANT OR HOMEOWNER’S/TENANT’S FAMILY, EMPLOYEES, GUESTS (INVITED OR UNINVITED), PATRONS, VISITORS (INCLUDING CATERERS), OR ANY OTHER PERSON OR PERSON’S PROPERTY, ARISING OUT OF, OR OCCASIONED BY THE USE OF THE FACILITY.

THE ASSOCIATION, THEIR OFFICERS, DIRECTORS, AGENTS, LEGAL REPRESENTATIVES, AND EMPLOYEES SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND SHALL BE SAVED AND HELD HARMLESS BY HOMEOWNER/TENANT, HOMEOWNER’S/TENANT’S FAMILY, EMPLOYEES, GUESTS (INVITED OR UNINVITED), PATRONS, VISITORS (INCLUDING CATERERS), OR ANY OTHER PERSON OR PERSONS FROM AND AGAINST ANY AND ALL CLAIMS AND DAMAGES OF EVERY KIND, FOR INJURY TO OR DEATH OF HOMEOWNER/TENANT, HOMEOWNER’S/TENANT’S FAMILY, EMPLOYEES, GUESTS (INVITED OR UNINVITED), PATRONS, VISITORS (INCLUDING CATERERS), OR ANY OTHER PERSON OR PERSONS AND FOR DAMAGE TO OR LOSS OF PROPERTY, ARISING OUT OF OR ATTRIBUTED, DIRECTLY OR INDIRECTLY, TO THE ASSOCIATION’S OPERATIONS AND THE HOMEOWNER’S/TENANT’S USE OF THE FACILITY.

The Association, their officers, directors, agents, legal representatives, and employees shall not be liable to Homeowner/Tenant, or Homeowner’s/Tenant’s family, employees, guests (invited or uninvited), patrons, visitors (including caterers), or any other person or persons for any damage to person or property, caused by the negligence of the Association or due to the Facility or any appurtenances being improperly constructed, or

being or becoming out of repair, nor for any damage from any defects or want of repair of any part of the Facility. Homeowner/Tenant accepts the facility as suitable for the purposes for which it is used and accepts the building and each and every appurtenance, and waives any defects, and agrees to hold the Association harmless from all claims for any such damage, including attorney's fees and any other claims and expenses incident thereto.

2. Conduct of Guests. The Homeowner/Tenant is solely responsible for the conduct of guests at the Facility incidental to or during the time of the use hereby contemplated. The Homeowner/Tenant MUST be present in the Sports Park at all times during such period as the Facility is used by their guests.

3. Liability for Clean up and Damage. Homeowner/Tenant shall be responsible for clean-up of the Facility and vacating the premises by the contracted time. In addition the Homeowner/Tenant is responsible for any damage or destruction to the Facility, which occurs as a result of the conduct of Homeowner/Tenant or the guests of said event. Homeowner/Tenant agrees to reimburse Association, immediately upon demand, any sums required for such clean-up, repair or replacement of the Facility. If additional clean-up is required by any VWOA employee, the Cleaning Deposit will be withheld.

4. I will serve alcohol at this function. NO GLASS CONTAINERS ALLOWED. I understand the serving of alcohol requires that monitoring of the function be done by Association provided law enforcement personnel and this service is an extra charge. By initialing this portion of the contract, I understand and accept these conditions.

5. I will not serve alcohol at this function. By initialing this portion of the contract, I understand that I will forfeit my Damage Deposit of \$250.00 should any of my guests consume alcohol in the Pavilion or on the premises

6. I will have outside vendor(s) present at the event. (Examples: Food Truck, bouncy house, moon walk, ponies, carnival rides etc...). If a vendor will be present, it is the responsibility of the Homeowner/Tenant to provide a copy of the vendor's certificate of liability insurance no later than ONE week prior to the event. If the certificate is not received, the vendor will not be allowed to set up at the event. **\* Note: Food Trucks- No marketing food sales to public. Specific parking for food trucks, please ask Front Office Staff. If a food truck does not park in the designated area or is found to be advertising food sales to the public, they are subject to being asked to leave.** By initialing this portion of the contract, I understand and accept these conditions.

7. I will not have outside vendors present at the event. By initialing this portion of the contract, I understand that should I have a vendor present, he/she will not be allowed to set up at the event.

8. Pavilion Amenities/Procedures. When you book the pavilion for exclusive usage, the power will be turned on for overhead fans and electrical outlets along each side of the pavilion. The pavilion monitor will arrive 1/2 hour prior to the event to complete a pre-event checklist and note any deficiencies. The monitor will return 1/2 hour prior to the end of contracted time to facilitate preparations for shutting down the facility and to complete a post-event checklist, noting any deficiencies. You will be allowed 1/2 hour prior to and 1/2 hour after your scheduled event, free of charge for set up and clean-up. Pavilion areas must be vacated by 30 minutes after the event or additional charges will be deducted from the deposit at a rate of \$60.00 per hour to be charged for whole hours. (Each Officer included a fee \$45.00)

**Control of Function.** The use of the facility shall be subject at all times to the control and supervision of the Association and/or the Board of Directors who may, without notice to the homeowner, demand cessation of any function and request guests to leave the facility.

**Termination.** The Committee or any officer of Association shall have the right to terminate this Contract for any reason including, but not limited to, non-payment of association fees, deposit, etc.

**Assignment.** This Contract may not be assigned by Homeowner/Tenant.

**Access.** Exclusive access to the Facility is not granted until the hours stated above in this contract and the Homeowner/Tenant is present. The Homeowner/Tenant must be in possession of a valid VWOA Identification Card.

9. **Other Terms and Conditions.** (Initial where applicable)

- a. \_\_\_\_\_ Homeowner/Tenant will not use the Pavilion for Religious services or activities.
- b. \_\_\_\_\_ Homeowner/Tenant will remove any items tied in the structure with string, ribbons or rope prior to leaving the facility, and will not deface, destroy, remove, or disturb Association property or equipment.
- c. \_\_\_\_\_ **NO FIREWORKS or GLASS CONTAINERS ARE ALLOWED IN THE PARKING LOT, PAVILLION OR IN THE VICINITY OF THE SPORTS PARK.** Such use of fireworks OR possession of glass containers will result in forfeiture of the Damage Deposit, and possible cessation of the event.
- d. \_\_\_\_\_ Do not drive on or park on unpaved surfaces within the Park. Pipes under the surface can be damaged. It is your responsibility to ensure that your guests and/or vendors follow these rules.
- e. \_\_\_\_\_ This exclusive use contract only pertains to the Sports Park Pavilion. The exclusive use of any other amenity (i.e. courts, playground, pool, tennis courts) is not included. Restrooms are permitted to homeowners during private parties.
- f. \_\_\_\_\_ The use of water is not included in the exclusive use agreement. (No water Moon-bounces or Dunk Tanks allowed)

**Entire Agreement.** This Contract contains the entire agreement among the parties regarding the subject matter hereof.

***By signing below, I agree that I have read and understand the contents of this contract.***

**Homeowner:** \_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
(Printed Name) Daytime Phone)

\_\_\_\_\_  
(Address)

\_\_\_\_\_



**For the Villages of Westcreek Owner's Association:**

This Homeowner/Tenant is currently in good standing.

\_\_\_\_\_ (Quarter/Year) \_\_\_\_\_ (Initials)

\_\_\_\_\_ (Name) \_\_\_\_\_ (Date)

**Damage Deposit**

Returned( ) not returned( )

Reason \_\_\_\_\_  
\_\_\_\_\_

Mgr initials \_\_\_\_\_ Date \_\_\_\_\_

**Office Phone: 210-679-8761 VWOA**  
**The VWOA Sports Park address is:**  
**12354 Military Dr. W. San Antonio, TX 78253**