

Officer needed _____

Vendor Insurance form _____

Assessments current _____



Villages of Westcreek
Owners' Association

Contract for Community Center Activity Room

The Community Center can be reserved between 9am and 12am-(Minimum of 3 hours)

WHO MAY BOOK THE FACILITY?

In order to reserve the Community Center Activity Room 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 the Community Center Activity Room ("Contract") is entered by and between _____ ("Homeowner/Tenant") and the Villages of Westcreek Owners' Association ("Association").

Homeowner desires to have the exclusive use of the Community Center Activity Room Facility ("Facility") hereafter described during the time shown below.

Activity Room with use of kitchen _____ # of guests expected

_____ ***I will serve alcohol at this function. 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.

_____ ***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 facility or on the premises.

_____ ***Large Party Fee.*** Any event with 100-138 attendees will require Association-provided law enforcement personnel for monitoring the event. This service is an extra charge. This fee does not apply when Association-provided law enforcement personnel is already required, i.e., when alcohol is served.

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 is sufficient consideration, Association and Homeowner/Tenant agrees as follows:

(REVISED AUGUST 2019)

1. Right to Use. Homeowner/Tenant shall have the exclusive permission to use the above-indicated Facility, on _____, 20____, between the hours of _____ (CST) and _____ (CST) solely for the purpose of _____. *All functions must end no later than twelve midnight.*

2. Damage Deposit and Fees. A contract must be completed and signed at the time of the event booking. The contract will be accompanied by 2 forms of payment. The first payment will be for \$250.00 (check or money order signed by the homeowner/tenant) as a Damage Deposit, 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 second 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.

I understand that the facility cannot be reserved exclusively for my use until VWOA has received and accepted both of the aforementioned payments and completed the contract.

a. Facility will be inspected by an employee of the Association before and after the event.

b. If damage to the Facility or Equipment is found, the Association shall deduct from the Damage Deposit any repair expenses resulting from damage to the Facility by the Homeowner. *Also see paragraph 6 for Liability for Clean-up and Damage.*

3. Refunds, Cancellations, and Contract Changes. *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 \$55.00 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.*

4. **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 ANY 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, EVEN IF THE INDEMNIFIED PARTY(IES) WERE ALLEGEDLY NEGLIGENT.**

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 OR 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 OR 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, EVEN IF THE INDEMNIFIED PARTY(IES) WERE ALLEGEDLY NEGLIGENT.

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.

5. Conduct of Guests. 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 at all times during such period as the Facility is used by their guests.

6. Liability for Clean up and Damage. \$85 Clean up fee. Homeowner/Tenant shall be responsible for vacating the Facility within 1 hour following the event for which this Contract is entered; this additional period is granted solely for the removal of personal items and trash from the premises. Clean up price includes takedown of tables and chairs, cleaning of the area(s) used, kitchen, foyer, restrooms and patio(s). Homeowner/Tenant agrees to reimburse the Association, immediately upon demand, any additional sums required in addition to the standard cleaning fee for clean-up, repair or replacement of the Facility, and any damage or destruction to the Facility, which occurs as a result of the conduct of Homeowner/Tenant or the guests of said event. If Homeowner/Tenant fails to make reimbursement upon demand, then any and all future payment of any amount from the homeowner will be applied to the expense of clean-up, repair or replacement.

7. I will have outside vendor(s) present at the event. (Examples: bouncy house, moon walk, ponies, 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. By initialing this portion of the contract, I understand and accept these conditions.

8. 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.

9. 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 or any designated representative, who may, without notice to the Homeowner/Tenant, demand cessation of any function and request guests to leave the facility.

10. Termination. Any officer, agent, and/or employee of the Association shall have the right to terminate this Contract for any reason including, but not limited to, non-payment of fees or deposits.

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

_____ 12. **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. Decorating for an event will not exceed 1 hour prior to the scheduled start time of the event.

13. Other Terms and Conditions.

a. Homeowner/Tenant will not use the Community Center for Religious services or activities.

b. Homeowner/Tenant will not deface, destroy, move furniture, or rearrange the front lobby.

c. 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.

d. 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.

e. **NO FIREWORKS ARE ALLOWED IN THE PARKING LOT OR IN THE VICINITY OF THE COMMUNITY CENTER.** Such use of fireworks will result in forfeiture of the Damage Deposit, and possible cessation of the event.

14. 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/Resident:

(Signature)

(Date)

(Printed Name)

(Daytime Phone)

(Address)

(Email Address)

**Deposit and Usage Fee checks (homeowner’s only) and Money Orders shall be made payable to the Villages of Westcreek .*

** VWOA must have a current lease on file for tenants.*

For the Villages of Westcreek Owner's Association:

This Homeowner/Tenant is currently in good standing . _____

(Quarter/Year)

(Initials)

(Authorized Signature)

(Date)

Office Phone: (210) 679-8761

The address of the Community Center is:

**12395 Military Dr. W
San Antonio, TX 78253**

PARTY ROOM DIMENSIONS & FURNITURE

Dimensions Community Center:

A. $27'9'' + 4'6'' + 27'9'' = 60'.4''$ long

B. 36' deep

C. Total area- **2160 square feet.**

D. Half-room area- 1080 square feet.

Available Furniture:

E. Large tables- **16** (8'x 2'6" seat 8 each)

F. Small tables- **4** (6'x 2'6" seat 6 each)

G. Round tables- **4** (5' diameter- seat 10 each)

H. Chairs-**160**

Party Duration

The minimum time for rental of any part of the Function room is 3 hours. A free period of 1 hour is available for set-up prior to a function. Similarly, a free period of up to 1 hour after the event is available to the party sponsor for removal of personal items from the Facility. Party guests must vacate the premises at the scheduled party end time.

Maximum capacity is 138 - Bexar County Fire Marshal