

CASTLEWOOD HOA
3420 Fairfield Lane
Highland Village, TX 75077
972-317-2457

CLUBHOUSE RENTAL POLICY

NAME: _____
EVENT: _____

TODAY'S DATE: _____
EVENT DATE: _____

The Castlewood Clubhouse is normally available to all Residents. This facility may be reserved by any Resident in good standing or by approved local/civic service groups, for a private function and/or meeting, subject to the following guidelines. It is the intent of the Castlewood Homeowners Association (the "Association") in establishing these rules and guidelines to ensure fair and equitable access and to preserve the facility in a manner befitting the Association. The cost for Residents is \$50.00 (nonrefundable) and a \$100.00 deposit (refundable if Clubhouse is left in the same condition as it was found). The agreement is for clubhouse rental only. The pool and pool area are not part of this clubhouse rental agreement and is open to all residents.

As a prerequisite for granting a reservation for private use, the renting party must complete and sign a copy of this document and pay the applicable fees and/or deposits. **Reservations made by phone will be held for 5 business days, after which if the rental agreement and checks have not been received, the reservation will be released.**

- _____ 1. Only Residents in good standing or approved civic/service groups may reserve the Clubhouse for private social functions. The Clubhouse may not be used for any type of commercial or profit-making function, unless specifically approved in advance by the Board of Directors. Residents may not rent the Clubhouse on behalf of another party, group or organization. Resident/reserving party must pay the deposit and rental fee and be present at all events. Checks or money orders should be made payable to Castlewood HOA. We cannot accept cash payments.
- _____ 2. All HOA-organized community events and standing Clubhouse reservations will have priority over other private requests. All private requests for rental will be handled on a first come-first served basis.
- _____ 3. The maximum capacity of the Clubhouse is 86 people.
- _____ 4. The renting party must be present for the duration of the event. The renting party also assumes full responsibility for the conduct of their invited guests and for any damage or disrepair to the facility.
- _____ 5. No teenage parties allowed. Children are permitted to use the facility only under the supervision of a parent or legal guardian.
- _____ 6. Pets are not permitted in the Clubhouse, unless they are assisting the physically impaired.
- _____ 7. Smoking or use of tobacco products is not allowed in the Clubhouse.
- _____ 8. No overnight stays are permitted in the Clubhouse without the prior consent of the Board of Directors, for any overnight stays that are approved an adult responsible for the facility must be present for the entire event.
- _____ 10. **Decorations may not be attached in any way to ANY surface. Do not nail, tack or tape anything to the walls.**

- _____ 11. An access code will only be issued by the community manager once the reservation has been confirmed. In order to confirm your reservation all documents and checks must be submitted at least 5 business days following the request unless otherwise indicated by the community manager. It is not the responsibility of the community manager to reach out to renters to obtain rental agreements and checks, failure to turn in documents and checks in a timely manner will result in the release of the reservation. ***Residents may call in and reserve a date by phone, but all necessary documents must be received in the office within 5 days of the original request or the reservation will be released. Having your name on the calendar does not constitute a confirmed reservation.***
- _____ 12. The renting party is responsible for disarming/arming the security system, turning the lights and other equipment on/off and securing the building on their departure. The community manager will provide a code to disarm the security system **if it has been activated**. In addition, the renting party 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. **Important – please make sure restrooms are locked from inside the Clubhouse.**
- _____ 13. **All furnishings will need to be placed in their original positions by the renting party.** If there are any seasonal decorations such as Christmas trees, they are not to be moved under any circumstances. Should there be any damage to the facility or to the furnishings a fee will be levied and deducted from the rental deposit. Any additional cleanup required of the porter, e.g., moving the furniture, emptying the refrigerator, emptying excessive garbage from inside the Clubhouse, etc., will result in a deduction from the deposit.
- _____ 14. All items brought in by the renting party, including rental equipment, must be removed from the facility on the day of the rental unless the renting party has paid for an extra day or if previous arrangements have been made with the Management Office.
- _____ 15. When serving liquids, please encourage your guests to empty the containers in the sink before throwing them in the trash. Liquids placed in the trash might leak when the trash is left on the floor for the cleaning crew to remove. This makes cleanup difficult and may result in extra cleaning fees to be deducted from the deposit. Please be careful with red drinks/wines. Red stains do not come out of the carpet and forfeiture of the deposit could result.
- _____ 16. Cancellation of rental agreements prior to two (2) weeks of the event will result in both the rental fee check and the deposit check returned to the renting party. Cancellation of rental agreement within the two-week period will result in a \$25 cancellation fee.
- _____ 17. The Association 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.
- _____ 18. Emergencies, complaints, concerns or compliments should be addressed to the on-site Management Office at (972) 317-2457 or in case of an emergency call 911.
- _____ 19. The Association 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.

_____ 20. 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.

_____ 21. The following must be performed before leaving the Clubhouse:

- Replace furniture into original positions.
- Turn off all exhaust and ceiling fans.
- Turn off television/stereo equipment.
- Remove any spots on the furniture or carpet caused during the event.
- Turn off all lights, except outside lights as marked.
- Garbage must be bagged, tied shut and put in outside plastic bin marked "trash."
- Restroom doors must remain unlocked from the outside access (pool/patio area) and locked from the inside (clubhouse).
- Back door must be locked.
- Alarm system must be activated if the community manager provided an alarm code at the time the reservation was confirmed.
- Front door locked from outside the building.

As a prerequisite for granting a reservation for private use, the renting party must complete and sign a copy of this document and pay the applicable fees and/or deposits at least 5 business days prior to the event. In times of increased demand, the community manager can ask that these items be returned earlier.

Print Name: _____ **Address:** _____

BY SIGNING, I HAVE READ AND AGREE TO THE RENTAL RULES AND REGULATIONS.

Signature: _____ **Home Phone:** _____

E-mail: _____

Cell Phone: _____

FOR OFFICE USE ONLY:

Deposit Check Number: _____ **Rental Check Number:** _____

Access Code: _____ **Alarm Code:** _____

CLUBHOUSE RENTAL RULES

The rental fee is just that – it is for the clubhouse rental. It helps pay for the cleaning service, electricity, water, etc. Anything over and above what the cleaning service does on a routine basis will be deducted from the deposit. Any maintenance issues, paint touch-up, carpet cleaning, damaged furniture, etc., will also result in a deduction from the deposit. In some cases, the cost of repairs, cleaning, etc., will be higher than the deposit and the Clubhouse Renter will be billed accordingly.

One or more of the following violations will result in a deduction from your deposit:

1. Failure to leave the clubhouse in the same condition as it was found. There might be a rental following yours, so please leave it in good condition.
2. **DO NOT PUT DECORATIONS, POSTERS, SIGNS, BALLOONS, ETC., ON THE WALLS, CEILINGS, PICTURES OR FURNITURE WITH TAPE OR ANY OTHER MEANS. You will be charged a minimum of \$25 maintenance fee for time and paint.**
3. Failure to replace the furniture in original positions.
4. Failure to turn off television/stereo equipment.
5. Failure to remove any spots on the furniture or carpet caused during the event.
6. Failure to bag garbage, tie it shut and put in outside plastic bin marked “trash.”
7. Failure to turn off all lights (except outside lights as marked), including bathroom lights.
8. Failure to keep restroom doors unlocked from the outside access (pool/patio) and locked from the inside. Not locking the restroom doors from the inside allows someone to enter the clubhouse from the pool area. Resident will also be responsible for any vandalism and/or damages.
9. Failure to lock the front and back door. The Clubhouse Renter will be responsible for any vandalism and/or damages resulting from leaving the doors unlocked.
10. Using Castlewood supplies – all drinks, etc., in the refrigerator and everything in the cabinets and drawers belong to Castlewood. Bring your own supplies. **Thank you for keeping your clubhouse well maintained.**
11. **Upon arrival, please check for any existing issues from a previous reservation. Document any damage or cleanliness issues and send them to the community manager prior to setting up for your event. It is recommended that the renter take pictures of any of the above issues to be included when notifying the community manager.**

Reservation Access Code _____

Security Code _____

Questions or Issues

Contact the community manager

Jennifer Hansen jhansen@spectrumam.com OR 972-317-2457