

The Seventh at Sonterra HOA Clubhouse Facility Reservation Form

(Rev. 10/31/17)

Part 1: Reservation Criteria

- Facility is reserved on a first-come, first-served basis. No reservation is final until all criteria are met and an HOA representative has received this executed form. Facility cannot be rented during Association-sponsored events or Board/Annual/Special Meetings held at the Facility; nor can the Facility be used for commercial/sales-related type functions. The Association reserves the right to cancel any reserved/scheduled owner/resident function at any time, for any reason.
- Owner & Tenant eligibility: Only an owner in good standing whose account with the Association is current may reserve/lease/use the Facility. Only tenants of owners in good standing and who have provided Trio HOA Management/HOA Board member or authorized representative with the requisite written authorization from the owner to use the Facility (or a copy of the executed lease between the tenant & owner) can reserve the Facility.

Part 2: RESERVATION INFORMATION

• Facility:	Clubhouse. The pool may be used on a non-exclusive basis during reserved clubhouse parties.
• Time Period:	9 AM-Midnight, Sunday thru Saturday. (If pool is used, quiet time begins at 9 PM, and pool closes at 10 PM.) Use Limit is 7 hours.
Security Deposit:	N/A (Any cleaning expenses, repair/replacement costs will be assessed to the owner's account if not remedied within 48 hours)
• Use Fee:	N/A
• Guest Limit:	25
Lifeguard	There is no lifeguard on duty; this is a swim-at-your-own-risk facility. Adhere to all posted rules.
	Resident must pick up clubhouse key from Board member or assigned representative prior to function, and return it during the day following the function. Clubhouse access also requires resident to deactivate alarm. Alarm code will be provided at time of initial walk through. Resident is responsible for activating alarm when they are finished with the facility. Residents use their own key to access the pool area.

Part 3: LESSEE INFORMATION & ACKNOWLEDGMENT/INDEMNIFICATION Print Legibly

OWNER TENANT (Provide owner's name for verification purposes = _____)

Last Name: _____ First Name: _____

Address: _____ City State Zip: _____

Email: _____ Contact Tel.: _____

Desired Use Date: _____ Time Frame: From _____ am/pm to _____ am/pm

Event Type: _____ #of Guests _____

Part 4: LESSEE'S ACKNOWLEDGMENT & INDEMNIFICATION AGREEMENT

Lessee's Acknowledgment of Stipulations and Responsibility, and Indemnification Agreement: This agreement is made between SEVENTH, THE Homeowners Association, Inc. (hereinafter referred to as "the association") and the owner/tenant resident (hereinafter referred to as "lessee") named herein. For and in consideration of the permission of the Association for the Lessee to use the association's property (the Facility), Lessee acknowledges and agrees to read, understand and fully comply with the entire rental stipulations and criteria stated herein as well as the rules and regulations governing use of the facility, and Lessee acknowledges that Lessee's family members and guests must also comply. Lessee agrees to assume full responsibility for the actions of self and all family members/guests. Lessee acknowledges and agrees to RELEASE, INDEMNIFY and HOLD HARMLESS the Association and Trio HOA Management and each of their agents, employees, directors, officers, contractors, and members from any and all liability of any nature or kind including death, costs, claims, damages and suits which may occur as a result of the Lessee, Lessee's family and/or guests using the Facility. This includes but is not limited to falls, slipping, accidental drowning or any other incidents, loss of personal property, injuries or death arising from or connected with the use of the Facility even if caused in whole or in part by the negligence of the Association, Trio HOA Management, or any of their directors, members, officers, agents, employees, contractors, licensees or volunteers. Additionally, Lessee acknowledges, accepts and agrees to comply with all of the following: This reservation is for a party in the Facility and does not include use of any other facilities unless otherwise noted herein. The guest limit of 25 will not be exceeded. Your reservation of the clubhouse includes NON-EXCLUSIVE use of the pool; therefore, other residents are NOT limited or restricted from using the pool at the same time you and your guests use the pool during your clubhouse reservation period. Lessee must be present during the entire function and the clean-up period. Lessee must ensure that all guests park in the appropriate parking spaces otherwise vehicles will be towed at owner's expense. Lessee must remove and properly dispose of all trash from the Facility area(s) and receptacles immediately following the function. Further, Lessee must clean and restore the Facility and appurtenant areas (including furniture, fixtures or appliances as applicable) to their proper condition and setup. Lessee must ensure interior/exterior doors at/into/within the Facility are properly secured after use and locked if applicable and alarm reactivated upon termination and cleanup after the function. Lessee acknowledges that he/she is responsible for any costs incurred by the Association to clean the facility and/or repair/replace items within the facility. The Facility will be inspected with the lessee prior and after the event to confirm cleanliness and condition of all items. Should lessee leave Facility in an unclean and/or damaged condition, Lessee agrees to pay for and/or reimburse the Association for any cleaning/repair/replacement costs if discrepancies are not addressed within 48 hours.

Lessee's Signature & Acknowledgement & Acceptance of Responsibility

Date

THE
SEVENTH HOMEOWNERS ASSOCIATION,
INC.
CLUBHOUSE RESERVATION & POOL RULES (Rev. 10/31/17)

CLUBHOUSE RESERVATION RULES:

1. The clubhouse may be reserved-in advance through Management--for use on any day of the week, between the hours of 9:00 a.m. and Midnight. For the benefit of all residents, the clubhouse can be reserved for up to seven (7) hours. Please send an email to Trio HOA Management Contact@TrioHOA.com with your name, address and desired time and date. Someone will follow-up with you to confirm the date is available within 24 hours. If you are having any issues communicating via email, you may contact Trio HOA Management at **888-874-1978**.
 2. The owner must be current with all dues and a member in good standing with the Association before the clubhouse can be reserved for private functions. The owner's standing with the Association affects whether or not their renter can reserve the facilities. Renters may reserve the clubhouse only if the unit owner provides Management with written authorization for the renter to use the facility. Only owners and their renters (as approved) may reserve the Association's facilities.
 3. A key for the clubhouse must be picked up from a Board member or their representative, and returned to the same the next business day following the function. Loss of, or failure to return, the clubhouse key will result in the Lessee being charged a key replacement fee of \$25.00.
 4. An alarm code will be provided to the lessee to deactivate the clubhouse alarm, as well as to activate it after the function. It is the lessee's responsibility to deactivate the alarm prior to start of their function, and to activate the alarm at the conclusion of the function.
 5. The amenities are reserved on a first come, first served basis. An executed use agreement and signed clubhouse and pool rules must be received by Management prior to receiving keys and alarm code to the clubhouse.
 4. If the pool will be used during the reserved function at the clubhouse, the use of the pool is NON-EXCLUSIVE, which means that other members of the Association may use the pool at the same time the function is taking place. Although the clubhouse may be reserved until midnight, the lessee is reminded that quiet time at the pool and exterior of clubhouse (including porches and covered areas) begins at 9:00p.m. and pool use ends at 10:00 p.m.
 5. There is a guest limit of 25 individuals per scheduled function, and **the lessee must be present for the entire duration of the function**. The lessee is responsible for damages caused to the clubhouse, adjoining area, grounds and any other part of the association by any family members or guests, whether invited or not. If the function is for anyone under 20 years of age, a parent or legal guardian must be present AT ALL TIMES. (It is intended that two adults will be present.) One adult shall always be present for every 10 minors.
 6. Following the function, the lessee must remove and properly dispose of all trash from the clubhouse and all adjoining areas. If the facility or adjoining areas require cleaning, repair of damages, and/or replacement of irreparable items, the cost of cleaning, repair or replacement will be assessed to the owner's account. The lessee will be subject to punitive action by the Board of Directors for any damages that are not quickly and fully corrected.
 7. The clubhouse is a NON-SMOKING facility.
 8. Neither the Association nor Management is responsible for lost or stolen items.
 9. Music in the clubhouse is permitted, provided all doors and windows remain closed and the volume does not disrupt other residents' right to quiet enjoyment of the adjoining areas or their units. The overall volume of the function must also be kept at a reasonable level in the evening. If surrounding residents complain of excessive noise after reasonable hours, both the lessee and guests will be evicted from the clubhouse and pool area.
 10. All pool rules listed herein also apply and must be adhered to.
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THE SEVENTH HOMEOWNERS ASSOCIATION, INC.
CLUBHOUSE RESERVATION & POOL RULES- PAGE 2 OF 2

POOL RULES:

1. THERE IS NO LIFEGUARD ON DUTY AT ANY TIME. ANY PERSON USING THE POOL FACILITY DOES SO AT THEIR OWN RISK. THIS POLICY APPLIES AT ALL TIMES. NEITHER THE ASSOCIATION, THE BOARD. NOR MANAGEMENT AND ITS EMPLOYEES ASSUME ANY LIABILITY OR RESPONSIBILITY FOR ANY INJURY, ACCIDENT, OR DEATH OF ANY RESIDENT, OWNER, FAMILY MEMBER, GUEST, OR CONTRACTOR.
2. Hours of Use: The pool will be open from 8:00a.m. to 10:00 p.m., Sunday through Saturday. Quiet time at the pool area begins at 9:00 p.m. each evening, so that residents in the community are not disturbed. If surrounding residents complain of excessive noise after reasonable hours, both the host and guests will be evicted from the clubhouse and/or pool area.
3. Individuals under the age of 16 must be accompanied by an adult at all times.
4. The pool is for the use of residents, their families and guests only. No more than 6 guests per household are allowed at the pool.
5. Appropriate swim attire is required in the pool. Protective swimwear must be worn at all times for persons not toilet trained. Diapers are not allowed in the pool.
6. Glass containers are not allowed in the pool area.
7. Each resident using the pool is responsible for cleaning up after themselves and their family members and guests. Personal items (lotions, towels, flotation devices, etc.) may not be kept or stored at the pool area. The association is NOT responsible for lost or stolen items.
8. Cigarette butts must be put out and disposed of properly.
9. Flotation devices are permitted to the extent that they do not impede other residents' use of the pool.
10. Pool furniture and fixtures may not be placed in the pool at any time.
11. Residents are prohibited from tampering with any of the pool equipment. Safety equipment may only be used for that intended purpose, not as playthings in the pool or pool area.
12. No pets are allowed in clubhouse or pool area, unless such is a service animal.
13. No diving, running, pushing, screaming, horseplay or shouting is allowed in the pool area.
14. The association retains the right to revoke either clubhouse use and/or pool privileges for any resident or their family members or guests should they cause an unsafe or unpleasant environment at the applicable facility.

ACKNOWLEDGMENT: My signature herein acknowledges my receipt and acceptance of the rules and regulations governing both the clubhouse and pool area.

Lessee's Signature: _____ Date: _____
Lessee's Printed Name:
Lessee's Address:
Lessee's Phone: