

## Castlewood HOA Pavilion Rental Agreement

**All HOA community events and standing HOA reservations have priority over private requests. All private rental requests are taken on a first-come, first-served basis.**

This agreement is between Castlewood HOA and the Castlewood Resident listed below for the rental of one-third of the covered Pavilion located at 3420 Fairfield Lane, Highland Village, TX 75077. The agreement is valid **only** for the specific, one-time event listed below. **If the Community Manager does NOT receive your signed rental agreement within 72 hours after the online Reservation Acknowledgment has been received, and the rental fees paid, your reservation will be cancelled.**

**NOTE:** The agreement below is for the HOA covered Pavilion rental **ONLY**. The pool and Clubhouse are NOT part of this rental agreement. Be aware: The pool and Clubhouse restrooms are open to ALL residents. Pool participants have access to the pool and Clubhouse restrooms via the pool deck doors, at all times, during your event.

**PRINT, SIGN, AND RETURN PAGE 1 TO THE COMMUNITY MANAGER WITHIN 72 HOURS OF RECEIVING EMAIL REGISTRATION ACKNOWLEDGMENT.**

Resident Name: \_\_\_\_\_ Resident Address: \_\_\_\_\_

Event: \_\_\_\_\_ Event Date and Time: \_\_\_\_\_

Expected Number of Adult Guests: \_\_\_\_\_ Expected Number of Minor Guests: \_\_\_\_\_

Pavilion Rental Fee: \_\_\_\_\_ Date Paid: \_\_\_\_\_

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As a prerequisite for granting a reservation for private use, the renting party must complete, sign, and submit a copy of page 1 of this Rental Agreement and pay the applicable rental fee, **within 72 hours of receiving an email Reservation Acknowledgment** from the Community Manager.

**NOTE: If the Community Manager does NOT receive your signed Rental Agreement within 72 hours after the Reservation Acknowledgment was sent to you, and the rental fee is paid online, your Pavilion reservation will be cancelled.**

My signature below confirms I have **READ** this document and I **UNDERSTAND** and **ACCEPT** all conditions of the rental policies, fees, terms, financial responsibility, and potential suspension of amenity use if any of the terms are violated.

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

I understand if the Pavilion area is not left according to the Pavilion Clean-up Procedures, or there is damages to the pool area from my event, I may be charged for repairs and/or cleaning fees and my Pavilion privileges may be revoked.

## Rental Agreement Policies

Read ALL policies below. Pages 2 through 5 of this agreement are yours to keep for your records. By signing the previous acknowledgment page, you confirm you have read and **AGREE** to each of the terms listed below. The Association reserves the right to change any terms of this policy and charges or fees at its sole discretion, without prior notice.

### Pavilion Rental Fees

- \$25 rental fee for 3-hours
- \$50 rental fee for 6-hours

### Reservation Eligibility

1. ***The agreement is for Pavilion rental only. The pool, parking lot, and grassy areas outside of the pool are not part of this rental agreement and remain open to all residents.***
  - a. The resident renting the Pavilion CANNOT ask residents to leave the pool area.
2. Only residents in good standing may reserve the Pavilion for private social functions.
3. The Pavilion may not be used for any type of commercial or profit-making functions.
4. Residents may **NOT** rent the Pavilion on behalf of another party, group, or organization.
5. Resident/reserving party must pay the rental fee and submit a signed Rental Agreement within 72 hours after receiving the Reservation Acknowledgment from the Community Manager.

### Max Capacity & Minors

1. The **maximum** number of attendees for a Pavilion rental is **20 total people**.
2. Resident is required to have one (1) adult per two (2) children under the age of 14 to actively watch children. There is NO lifeguard!
  - a. Minors between the ages of 14 and 18 must have at least one (1) adult per 10 minors present.
  - b. Chaperones must be present during the entire event.
  - c. The Community Manager is not considered a chaperone.
3. Groups larger in size than eight (8) total people, including adults and minors, **require** a Pavilion reservation. The maximum number of attendees is 20.
4. No teenage parties allowed.
5. Children are permitted to use the Pavilion only under the supervision of a parent or legal guardian.

### Gate Entry

1. It is the residents responsibility to ensure they have a working access card prior to the reservation.
2. The pool gate **must** remain locked at ALL times for safety reasons.
3. The pool gate **CANNOT** be propped open to allow guests to enter.
4. The renting party must meet their guests at the pool gate and open the gate for them.

### Parking Lot

1. Limited spaces are available for parking at the pool.
  - a. Vehicles are prohibited from parking on the grass or in fire lanes.
2. Vehicles are permitted to park along Fairfield Lane, leaving room for traffic to flow.
3. The parking lot cannot be blocked off to traffic at any time or have the entrances blocked with cones or trash cans to give the appearance that residents cannot come to the pool or tennis courts.

## **Pavilion Use**

1. The renting party has first use of the grill located at the end of the pavilion.
  - a. The renting party must provide propane and cooking utensils.
  - b. The grill must be cleaned and allowed to cool before re-covering.
  - c. No additional grills are allowed in the pool area.
  - d. The grill is available on a first-come, first-served basis to ALL residents **after** the renting party has finished cooking.
  - e. If other residents are waiting to grill, allow access to the grill once you are finished.
2. Reservations are ONLY for the last 1/3 of the pavilion next to the grill station and includes grill use.
  - a. Resident has use of one (1) picnic table, two (2) square tables, and eight (8) total pool chairs.
  - b. DO NOT drag additional tables over from the other 2/3 of the pavilion.
3. Pavilion rental does NOT include access to the Clubhouse, or Clubhouse kitchen, without a separate Clubhouse rental reservation.
4. All items brought in by the renting party, including rental equipment, must be removed from the area by the end of the Pavilion rental period.
  - a. Items left behind are placed in lost and found.
  - b. Lost and found is emptied every Monday. Lost items are donated or tossed out.

## **Resident Rental Responsibilities**

1. The renting party must be present for the duration of the event.
2. The renting party assumes full responsibility for any damage or disrepair to the Pavilion.
3. The renting party is responsible for the conduct of all guests. Any lewd, disorderly, rough, or otherwise unacceptable or prohibited behavior will result in the dismissal of the entire party from the pool area and revocation of future rentals of the Pavilion.
4. Emergencies, complaints, concerns, or compliments should be addressed to the Community Manager at 972-317-2457.
  - a. In the event of a medical or fire emergency call 911.
  - b. Problems with the pool, or to report a leak, call Robert's Pool Service at the number listed by the small pool.
5. Party must end and guests depart when the pool closes. Pool hours are: 10 am to 10 pm.

## **Food and Liquids**

1. Resident must bring trash bags and bag ALL leftover food and trash items from the event.
2. Resident must place bagged trash in the trash bins located behind the Clubhouse.
  - a. Resident will have to exit the pool via the gate and walk around the Clubhouse to put bagged trash in the wooden bins.
  - b. If the wooden bins are full, resident must take the full trash bags and dispose of them at their home.
  - c. Do not leave food trash at the pool.
3. When serving liquids, encourage guests to empty the containers in the bathroom sink before throwing them in the trash.
  - a. Liquids placed in the trash might leak on the concrete attracting ants.
4. Be careful with red drinks/wines. Red drinks could permanently stain the concrete resulting in the forfeiture of the security deposit.

## **Event Cancellation/Reservation Changes**

1. Email the Community Manager at [manager@castlewoodhoa.com](mailto:manager@castlewoodhoa.com) to cancel or request a date change at least five (5) days prior to the event date. No verbal cancellations or changes are accepted.
2. Cancellations or date changes less than five (5) days before the event forfeits 100% of the rental fee.
3. In the event of inclement weather, or unforeseen closure of the pool, events may be rescheduled or canceled with no cancellation fee.

4. The Association reserves the right to revoke any request/approval if sufficient cause is found that any misrepresentation of the facts related to the rental request occurred. In which case, there will be an administrative fee of \$15 deducted from the rental fee. All other monies will be refunded within two weeks of receipt of the cancellation request.

### **Prohibited Actions**

1. Decorations may **NOT** be attached in any way to **ANY** surface. Do not nail, thumb tack, push pin or tape anything to the pavilion structure or fencing.
2. Silly string and water balloons are not permitted.
3. Water slides are not permitted.
4. Pets are not permitted in the pool area unless they are assisting the physically impaired.
5. Resident cannot play music.
6. No eating food or drinking beverages while in the pool.
7. Smoking, vaping, or use of any tobacco products are not allowed in the pool area.
8. No glass of any kind allowed in the pool area.
9. Throwing pool furniture into the pool.
10. Activities involving painting or crafts in the pool area.
11. Hosting a for-profit event with the intent to sell merchandise.

### **Clean-up Procedures**

1. Resident is responsible for ensuring the area is clean before leaving the pool area.
2. Remove ALL trash.
3. Turn off all lights and ceiling fans.
4. Put full trash bags in the trash bins behind the clubhouse. If Clubhouse bins are full, resident must take the trash bags with them and dispose of it at their own home.
5. All pool furniture must be placed in their original positions by the renting party.
6. If any additional cleanup is required, or if repairs are needed to the pavilion or pool furniture, it will be the responsibility of the rental party.

### **Revocation of Pavilion Privileges**

1. Propping the entry gate open.
2. Not leaving the pavilion clean or leaving trash in the area.
3. Leaving party decorations, leftover food, or cups/plates in the area.
4. Throwing pool furniture into the pool.
5. Bringing pets into the pool area, unless they are service animals.
6. Attaching decorations to the pavilion structure with nails, thumb tacks, and push pins.
7. Any damage to the Pavilion structure, grill, or pool furniture.

### **Release and Indemnification**

1. The renting party assumes all responsibility, 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.
2. The renting party 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, attorney's 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.

**If you arrive and the Pavilion isn't clean, or find damage, you must take pictures and report it immediately via text to 972-236-6214.**

**Pavilion Amenities**

<b>Items Provided by Castlewood</b>	<b>Not Provided</b>
<p><b><i>ONLY the last 1/3 portion of the Pavilion next to the grill is available for rental. The other 2/3 of the covered Pavilion must remain available for other residents to use.</i></b></p> <ul style="list-style-type: none"> <li>• Furniture:               <ul style="list-style-type: none"> <li>○ One (1) picnic table</li> <li>○ Two (2) square aluminum tables</li> <li>○ Eight (8) pool chairs</li> </ul> </li> <li>• Grill</li> <li>• The grill is available on a first-come, first served basis <b>after</b> the renting party has finished cooking. If other residents are waiting to grill, allow access once you finish cooking.</li> </ul>	<ul style="list-style-type: none"> <li>• Propane tank for the grill</li> <li>• Grill brushes</li> <li>• Cooking or serving utensils</li> <li>• Cleaning solutions</li> </ul>