

# Castlewood Clubhouse Rental Agreement

**All HOA community events and standing HOA Clubhouse 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 the HOA Clubhouse 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 security deposit/rental fees paid, your reservation will be cancelled.**

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

**PRINT, SIGN, AND RETURN PAGES 1 AND 2 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: \_\_\_\_\_

Room Rental Fee: \_\_\_\_\_ Date Paid: \_\_\_\_\_

Security Deposit: \$150 Date Paid: \_\_\_\_\_

**Initial the boxes below to signify you have read each item and you agree to the terms.**

- I understand it is my responsibility to complete a check-in inspection and document any issues with photos and text the photo(s) to the Community Manger at 972.236.6214 prior to my use of the facility. Failure to text photos of issues may result in losing my security deposit or being liable for damages.
- I understand 100% of my security deposit is **FORFEIT** if the Clubhouse is not cleaned following the **Clubhouse Check-out Procedures** and furniture is not returned to its original location.
- I understand I am responsible to text the Community Manager at 972.236.6214 with photos documenting the Clubhouse was cleaned per the **Clubhouse Check-out Procedures** and furnishings were returned to their original positions.
- I understand my security deposit may be used to pay any applicable cancellation fees, and any damage to the facility, carpet, furniture, or furnishings after my event.
- I understand I am financially responsible for any fines, charges, or damages resulting from my use, my guest's use, or my vendor's use of the facility during my event.
- I understand I am the only one to use the door code to access the facility and giving the code to a non-resident or anyone under the age of 21 is prohibited and may result in revocation of future facility privileges.
- I understand if I cancel my reservations less than five (5) days prior to the event I will **FORFEIT** 100% of my rental fee.
- I understand if I use an outside vendor to provide goods and/or services for my event that I have signed a Hold Harmless waiver that states Castlewood HOA is not responsible for any damages that may result to the facility, their equipment, or harm that may occur to my guests during my event.
- I understand if there is facility misuse by me, my guests, vandalism, or damage, it may result in suspension of any future privileges to rent or use the Clubhouse. This suspension may be in addition to loss of deposit, and other damage costs.
- I understand Castlewood HOA reserves the right to change any of the terms of its amenity policies and rental agreements and/or charges for fees, deposits, or other applicable charges at its sole discretion, without any prior notice.

As a prerequisite for granting a reservation for private use, the renting party must complete and sign a copy of pages 1 & 2 of this Rental Agreement and pay the applicable fees and/or deposits **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 security deposit/rental fees are paid online, your Clubhouse 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, charges, 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 acknowledge I received the **Clubhouse Check-in Procedures** checklist and the **Clubhouse Check-out Procedures** checklist on pages 7—11 of this Rental Agreement. I understand if the Clubhouse is not cleaned according to the procedures, I FORFEIT my security deposit and I may be charged additional damage fees.

## Rental Agreement Policies

Read ALL policies below. Pages 3 through 11 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.

### 1. FACILITY USAGE

Only Residents in good standing 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 in attendance during the entire event.

### 2. FACILITY RESTRICTIONS

Rental of the Clubhouse does NOT include rental of the pool, pool patio, or pool pavilion. You do not have exclusive use of the Clubhouse restrooms. They must remain open to the outdoor area.

### 3. RESERVATION CONFIRMATIONS

It is the resident's responsibility to submit fees and submit all required documents to the Community Manager within 72 hours of receiving an email Reservation Acknowledgment. Reservations are not FINAL, and the date reserved, until a completed agreement, rental fee, and security deposit are received by the Community Manager. Reservations are added to the community calendar AFTER the documents have been received and fees paid.

### 4. SUBLEASING

Total or partial subleasing of the Clubhouse is strictly prohibited. The Castlewood resident cannot rent the space to, or on behalf of, a friend or relative.

### 5. RESPONSIBILITIES

The resident party must be present for 100% of the duration of the event. The resident assumes full responsibility for the conduct of their invited guests, and/or vendors, and for any damage or disrepair to the facility made by any guest or vendor(s).

### 6. HOA HAS PRIORITY

All HOA-organized community events and standing Clubhouse reservations have priority over private requests. All private requests for rental are handled on a first-come, first-served basis.

### 7. CANCELLATIONS/DATE CHANGES

All cancellations, or changes in reservation dates, must be received via email to the Community Manager at: **manager@castlewoodhoa.com**. The resident must submit a new online Reservation Request to change event dates. ***No verbal cancellations or changes are accepted.***

**NOTE:** Cancellations LESS than five (5) days prior to the event FORFEIT 100% of the rental fee. If a date is rebooked, no change fees will be charged. For cancellations more than five (5) days in advance of the event, without a rebooking, the rental fee and deposit will be refunded less a \$15 processing fee.

### 8. MAX CAPACITY & MINORS

The maximum capacity of the Clubhouse is 86 people, with a maximum of 42 guests under the age of 18. Any event with guests under the age of 18 must have at least one (1) adult chaperone for every 10 minors. Chaperones must be present during the entire event. The Community Manager is not considered a chaperone. If teens are meeting, for any reason, there must be at least one parent present that resides in Castlewood to chaperone.

9. **ANIMALS**

Pets are not permitted in the Clubhouse unless they are assisting the physically impaired.

10. **SMOKING**

Smoking or use of tobacco products is not allowed in the Clubhouse, the pool/pavilion area, or in the parking lot.

11. **ALCOHOL**

Alcohol cannot be consumed, or carried outside, of the Clubhouse or pool area. No glass of any kind is allowed in the pool or pavilion area.

12. **DECORATIONS**

Decorating is the responsibility of the resident. NO decorations, OR temporary fixtures, may be attached in any way to the building, or any architectural feature with nails, tacks, staples, or pins or any other applications that could cause damage to the walls or ANY other surface in the Clubhouse. Tape is not permitted on any walls, glass, or fixtures.

**NOTE:** Additional fees, as determined by the Community Manager, will be assessed if repairs or additional cleaning is required.

13. **PROHIBITED ITEMS**

No hazardous or flammable materials may be used in the Clubhouse. The following are also not allowed: confetti, rice, birdseed, finger paints, paint, colored markers, crayons, glitter, decals, stickers, silly string, glue, gaffers tape, fog machines, nails, screws, thumb tacks, push pins, or staples and any other similar materials that could harm animals, people, or vehicles. Candles are not permitted except for LED candles.

14. **PARKING**

Limited spaces are available for parking at the Clubhouse. Vehicles are prohibited from parking on the grass or in fire lanes. Vehicles are permitted to park along Fairfield Lane, leaving room for traffic to flow.

15. **BOUNCE HOUSES**

Bounce houses are only permitted to be used outside the Clubhouse. The resident must submit a **Castlewood Hold Harmless** document that is signed to the Community Manager at least two (2) weeks in advance of the event. The resident accepts all responsibility for any injuries that may result from the use of any inflatable bounce house.

16. **OUTSIDE VENDORS**

The resident must submit a **Castlewood Hold Harmless** document that is signed to the Community Manager at least two (2) weeks in advance of the event for ALL vendors you employ for the event. If a caterer only delivers food to the Clubhouse, a waiver will not be needed. All vendors are required to abide by all policies outlined in this Rental Agreement. All food/beverages must be removed from the Clubhouse after the event. Waste food, ice, and drinks may not be dumped onto community soil or landscaping by guests or catering staff.

17. **CATERING EQUIPMENT/OTHER RENTED EQUIPMENT**

No catering equipment, decorations, or other rented equipment can be stored on the property. 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 resident has paid for an extra day or if previous arrangements have been made with the Community Manager. The resident accepts ALL responsibility for vendors equipment while on the property.

18. **CARE OF PREMISES**

The resident is responsible for the actions and any damage caused by their vendors or guests. The resident must ensure their vendors/guests make no alterations to the facility. Care needs to be taken while moving furniture to prevent damage to walls and floors.

19. **CLUBHOUSE SEASONAL DECORATIONS**

If there are any seasonal decorations in the Clubhouse, such as decorated Christmas trees, wreaths, decorative coverings for the mantel TV, etc., they are not to be taken down or moved under any circumstances.

20. **FURNISHINGS**

All furnishings must 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 security deposit.

**NOTE:** Any additional cleanup required, e.g., moving furniture, emptying refrigerator, emptying garbage from inside the Clubhouse, etc., will result in a FORFEIT of the security deposit.

21. **DELIVERIES**

The HOA will not assume any responsibility for food, beverage, equipment, or other personal property brought into the Clubhouse for your event. The Community Manager will not accept mail or messenger deliveries on behalf of the resident. All deliveries must be made the day of the event, with the resident onsite accepting the delivery.

22. **SOUND SYSTEMS AND CLUBHOUSE TELEVISION**

Use of outdoor speakers is prohibited. Residents may connect to the Clubhouse television using the HDMI cable located adjacent to the television. Directions for connecting to the TV and Clubhouse Wi-Fi are clearly printed and posted on the wall. Residents may NOT connect directly to the TV under any circumstances. Cables, adapters, remotes are not provided. Altering the existing set-up is NOT allowed, reaching behind the TV, or using any other ports to connect devices. If the TV doesn't work after your event, you may FORFEIT your deposit.

23. **KITCHEN**

Kitchen use includes: oven, stove top, refrigerator, freezer, sink, and microwave. The resident may NOT use any kitchen tools, serving pieces, tableware, food, or beverages that are stored in the cabinets or drawers. The resident agrees to leave the kitchen clean—wiping down counters, appliances, inside the microwave, and remove any food left in the refrigerator/freezer. Floor spills must be cleaned up and trash taken out to the trash receptacles.

**NOTE:** Any additional cleanup required, e.g., emptying refrigerator, cleaning the kitchen counters/floors, emptying garbage, etc., will result in a FORFEIT of the security deposit.

24. **LIQUIDS**

When serving liquids in cups, bottles, or cans, ask your guests to empty containers in the sink before placing them in the trash. Leaks from trash bags can result in additional charges and/or loss of deposit.

**NOTE:** Take care with dark colored drinks (red/purple/blue) and wine. Trash bag leaks and carpet stains could result in FORFEIT of your deposit.

25. **PERSONAL PROPERTY**

Castlewood HOA is not responsible for any valuables or personal property brought onto or left on the premises by guests and/or vendors.

26. **DOOR ACCESS CODE**

A door access code is issued by the Community Manager the Monday prior to the reservation date. Reservations are confirmed once the resident has submitted an online application and submitted to the Community Manager: the rental fee, the security deposit, and all signed rental agreement documents.

**NOTE:** Door codes are to be used by the adult resident ONLY. Giving the code to a non-resident OR a minor is prohibited. Door code use is digitally tracked. The HOA knows date/time when the door is unlocked and locked.

27. **HEAT/AC THERMOSTAT**

Prior to exiting the Clubhouse, return the room temperatures back to standard settings. In summer turn the temperature to 75 degrees and in winter turn the temperature to 50 degrees.

28. **EXITING THE CLUBHOUSE**

Prior to exiting the Clubhouse, the resident is responsible to follow the **Clubhouse Check-out Procedures** and secure the building. Both interior restroom doors must be locked from **inside** the Clubhouse.

**NOTE:** The resident agrees to pay for all damage to, or loss of, furniture, accessories, fixtures, or equipment that may occur during the rental period OR as a result of the resident's failure to secure the premises before departure.

29. **REVOKING REQUESTS**

Castlewood HOA 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. If a request is revoked, the resident will be charged an administrative fee of \$35 deducted from the security deposit.

30. **POLICY OR TERM CHANGES**

Castlewood HOA 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.

31. **EMERGENCIES**

In case of a medical emergency dial 911. If the resident has a complaint, concern, or compliment about the Clubhouse, call the Community Manager during regular office hours at 972.317.2457.

32. **PRIVILEGE REVOCATION**

If damage occurred to the facility during a reserved event, and the resident did not reimburse the HOA for repairs, the resident may be permanently banned from reserving Castlewood amenities.

33. **RELEASE AND INDEMNIFICATION**

The resident 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 Castlewood HOA or its agents, whether negligent, intentional or otherwise, the resident releases and forever discharges the Castlewood HOA, 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 resident's guests) 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 the resident, its employees, invitees, permittees, agents or licensees, arising out of or in connection with the resident's use of the Clubhouse.

34. **CHECK IN AND CHECK OUT PROCEDURES**

The resident must complete a quick inspection prior to their reservation using the **Clubhouse Check-in Procedures** document. It is the resident's responsibility to document any issues found upon entering the facility. The resident must also follow the **Clubhouse Check-out Procedures** and document that the facility is clean and in good working order prior to departing after their event.

## Clubhouse Check-in Procedures

Residents must complete a quick inspection of the Clubhouse prior to their reservation.

- It is your responsibility to document any issues or damage to the facility before you begin using the Clubhouse.
- Send a text confirmation to the Community Manager prior to the start of your event confirming you found no issues with the facility.
- Text **972.236.6214** the following message: **“No issues, John Q. Public, 1234 Castlewood Blvd”** using your own name and residence address.

If issues are found with the Clubhouse:

- Text photos to: **972.236.6214** to show the damage and/or issues you found with the room.
- Failure to text photos of issues/damage may result in the loss of your deposit, and/or being charged for damage or additional cleaning costs that may have occurred **before** OR **after** your reservation.

Check for the following during your pre-event inspection:

1. Floors free of debris, spilled liquid, or food stains.
2. Kitchen trash cans empty and trash has been bagged and placed in the trash bins behind the Clubhouse.
3. Trash is not overflowing outside.
4. Walls are free of holes, peeled paint, stains, or scuffs.
5. Furniture has been restored to original positions. (See example photos included)
6. Kitchen counters are wiped down, appliances are clean, and sink is free of dishes or food.
7. Refrigerator and freezer have been emptied of food.
8. Tables are clean and wiped down as well as furniture.
9. Interior restroom doors were locked, and the lights were off.
10. Front and back doors were locked when you arrived and interior lights and fans were off.
11. Folding tables and chairs were returned neatly to closet.
12. Report any damage about the above items. Describe what is damaged/not cleaned from the above list and include pictures.

**NOTE:** Failure to conduct the rental check-in review may result in you being charged for damage or cleaning that occurred during a prior rental. It is your responsibility to check the facility out prior to your use and determine that everything is clean and in good order.

## Clubhouse Check Out Procedures

After you clean-up from your event:

- ***It is your responsibility to clean the facility and send photos documenting everything is clean and in good order after your event.***
- Text photos to: **972.236.6214** to verify the room has been cleaned, folding tables and chairs returned to closets, and all the room furniture/furnishings have been returned to their original positions.
- Failure to text photos of your cleaned space may result in the loss of your deposit, and/or being charged for damage or additional cleaning costs that may have occurred **after** your reservation.

**Remember:**

You are financially responsible for any fines, charges, or damages resulting from your use, your guest's use, or your vendor's use of the facility.

The following must be addressed before your Clubhouse departure.

**Kitchen:**

✓	Items to be addressed:
	<p><b>Kitchen Interior</b></p> <ul style="list-style-type: none"> <li>• All leftover food must be removed and trash bagged</li> <li>• All countertop surfaces must be wiped clean</li> <li>• Ceramic floor swept or mopped clean if sticky</li> <li>• Liquid beverages must be emptied in the sink before placing cans/bottles in trash</li> </ul>
	<p><b>Kitchen Appliances:</b></p> <ul style="list-style-type: none"> <li>• Stove/oven wiped down and free of debris</li> <li>• Interior of microwave oven must be clean and free of debris</li> <li>• Refrigerator and freezer must be empty</li> <li>• Kitchen sink free of debris and wiped clean</li> <li>• Stove exhaust turned off</li> </ul>
	<p><b>Trash:</b></p> <ul style="list-style-type: none"> <li>• Trash has been bagged and tied shut</li> <li>• Interior clubhouse trash cans emptied</li> <li>• 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</li> <li>• New trash can liner placed in Clubhouse trash can</li> </ul>
	<p><b>Other:</b></p> <ul style="list-style-type: none"> <li>• Thermostat set to 50 degrees in winter; 75 degrees in summer (located on wall near the pass through)</li> <li>• Trash is not overflowing in the outside bins</li> <li>• Lights have been turned off</li> </ul>



## Living Area:

✓	Items to be addressed:
	<b>Food:</b> <ul style="list-style-type: none"><li>• All leftover food must be removed and bagged</li><li>• Liquid beverages must be emptied in the sink before placing cans/bottles in trash</li></ul>
	<b>Furnishings:</b> <ul style="list-style-type: none"><li>• All folding tables and chairs must be wiped down and free of food</li><li>• Return all folding tables and chairs neatly to the closet</li><li>• All Café tables and chairs must be wiped down and free of food</li><li>• All furniture table surfaces must be wiped down</li><li>• Leather furniture, if sticky or with food debris or drinks, must be wiped down</li><li>• Replace leather furniture and tables into original positions</li><li>• Replace Café tables and their chairs (four to a table) into original positions</li><li>• Stack extra Café table chairs in the corner</li></ul>
	<b>Flooring:</b> <ul style="list-style-type: none"><li>• Ceramic tile is free of spills, has been swept, or mopped if sticky</li><li>• Carpet must be free of any stains OR debris, vacuum as required</li><li>• Remove any spots on carpet from spilled liquid or dropped food</li></ul>
	<b>Bathrooms:</b> <ul style="list-style-type: none"><li>• Replace toilet paper if holders are empty</li><li>• Ensure paper towels are not lying on the floor in the restroom</li><li>• Restroom doors leading to the OUTSIDE, must remain unlocked for pool area access</li><li>• Restroom doors INSIDE the clubhouse must be locked when you depart</li><li>• Lights are off</li><li>• You are NOT required to empty the paper towel trash bin in the restroom</li></ul>
	<b>Trash:</b> <ul style="list-style-type: none"><li>• Trash must be bagged and tied shut</li><li>• 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</li><li>• New trash can liner placed in Clubhouse trash can</li></ul>
	<b>Other:</b> <ul style="list-style-type: none"><li>• Thermostat set to 50 degrees in winter; 75 degrees in summer (located on kitchen wall near the pass through)</li><li>• Turn off television/stereo equipment</li><li>• Turn off all lights, exhausts, and ceiling fans</li><li>• All decorations/rented equipment must be removed when the event is over</li><li>• All personal belongings removed</li><li>• Back door leading to the outside (by the restrooms) must be locked</li><li>• Front door must be locked using your code</li></ul>

### **AUTOMATIC FORFEIT OF YOUR DEPOSIT:**

- Failure to clean following these procedures
- Failure to return furniture to original positions
- Any damage to the facility, carpet, or furnishings

As a reminder:

**Non-approved uses of the Clubhouse:**

The following activities are not allowed in the Clubhouse:

- Work group events intended to make, construct, build, or paint any items.
- Using hot irons, paints, or printing presses.
- Using colored markers, glue, or hot glue guns.
- Use of hazardous and/or flammable materials.
- Using confetti, rice, birdseed, finger paints, paint, decals, stickers, silly string, slime, fog machines, nails, screws, thumb tacks, push pins, regular tape, gaffers tape, staples or other materials that could cause harm to walls, windows, people, or vehicles in the parking lot.
- Candles are not permitted, with the exception of LED candles.
- Events to sell products, goods, or services or charging admission to attend an event.
- Daycare or children's playgroups.

**Holiday Reservations:** Seasonal decorations, such as Christmas trees/room decorations, are NOT to be removed or dismantled under any circumstances. This includes paper/wreaths that may be hung over the TV screen.

**Cleaning Supplies:** Cleaning supplies, paper towels, trash bags, etc. are located in the closet to the left of the front door and in the kitchen cabinets nearest to the stove.

**If you arrive and find the Clubhouse is not clean or find damage,  
you must take pictures and report it immediately  
via text to 972-236-6214.**

## Clubhouse Available Amenities

Items Provided by Castlewood	Not Provided
<ul style="list-style-type: none"> <li>• Furniture:               <ul style="list-style-type: none"> <li>○ One leather sofa on wheels</li> <li>○ One leather loveseat on wheels</li> <li>○ One leather chair on wheels</li> <li>○ One large round sofa table on wheels</li> <li>○ One side table</li> <li>○ Two stationary credenzas</li> <li>○ Three occasional tables on wheels</li> <li>○ Four (4) 36-inch square Café tables</li> <li>○ Twenty-four (24) Café table chairs (non-folding chairs)</li> <li>○ Six (6) 6-foot-long folding tables</li> <li>○ Seventy-six (76) metal folding chairs</li> </ul> </li> <li>• Appliances:               <ul style="list-style-type: none"> <li>○ Refrigerator/freezer</li> <li>○ Oven/stove top</li> <li>○ Microwave</li> </ul> </li> <li>• Cleaning supplies:               <ul style="list-style-type: none"> <li>○ Trash bags</li> <li>○ Mop</li> <li>○ Vacuum</li> <li>○ Broom and dustpan</li> <li>○ Multi-purpose surface cleaner</li> <li>○ Clorox wipes</li> <li>○ Paper towels</li> <li>○ Dish soap</li> <li>○ Carpet cleaner</li> <li>○ Toilet paper/paper towels in restrooms</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Cooking utensils</li> <li>• Serving utensils</li> <li>• Cutlery</li> <li>• Ice</li> <li>• Cups/plates/napkins</li> <li>• Tablecloths</li> </ul>