

For Office Use ONLY

Use Fee Check # _____ Date Received/Posted: _____ / _____ Event Date: _____

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**PARC AT ESCONDIDO HOMEOWNERS ASSOCIATION
PAVILION RESERVATION AGREEMENT**

Event Date: _____ Event Time (5 hrs./End by 10pm): _____

Homeowners Name: _____

Property Address: _____

Email*: _____ Phone: _____

Type of Event: _____ Guests (25 guests): _____

(1) Introduction

WHEREAS, the Applicant named below is a member of the Parc at Escondido Homeowners Association, Inc., a Texas non-profit corporation (the "HOA") and an owner residing in a home in the Parc at Escondido (the "Community") in Bexar County, Texas; and

WHEREAS, the Applicant desires to reserve the Parc at Escondido Pavilion located at 4150 Loring Park, Converse, Texas, excluding the playground, pool and pool area (the "Pavilion") from the HOA as herein set forth; and

WHEREAS, the HOA will only reserve the Pavilion if the Applicant agrees to be bound by the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the HOA's agreement to reserve the Pavilion on the hereinafter set forth terms and conditions and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Applicant hereby agrees to the terms and conditions set forth herein.

(2) Eligible Users

Applicant must be an adult member (at least 21 years of age) in good standing with the HOA. Applicant must be current on all fees and obligations to the HOA. Applicant must be present at all Pavilion activity/preparation and is responsible for the Pavilion use. The HOA Board reserves the right to revoke, limit, or prohibit use of the Pavilion at any time to anyone.

Notwithstanding anything contained herein to the contrary, the HOA Board reserves the right to grant special accommodations to certain community groups or organizations for their use of the Pavilion at a waived or reduced fee and security deposit. Such groups need not be members of the HOA or owners in the Community.

(3) Reservation

Pavilion reservations should be made and paid for at least fourteen (14) working days in advance and reservations are on a FIRST COME FIRST SERVE BASIS. Applicant shall make a reservation by

contacting Diamond Association Management & Consulting (210) 561-0606 or anna@damctx.com (“Diamond”). Reservations shall not become final until such time as a representative from Diamond has provided written communication back to the Applicant that all fees, deposits, Reservation Agreement and Policy has been received and determined sufficient and Diamond has issued 15 wrist bands.

(4) Fees, Security Deposit & Penalties

Unless otherwise determined by the Board, each user shall be required to pay in advance by separate checks a fee of \$100 for one 4-hour reservation (the “Reservation Fee”) and a security deposit of \$150 (the “Security Deposit”). Checks should be made payable to: Parc at Escondido HOA. The HOA reserves the right to cash both checks immediately upon receipt.

Applicant is responsible for ½ of the Pavilion and for any damage to the Pavilion that occurs during Applicant’s reservation. The HOA shall inspect the Pavilion after Applicant is through cleaning. If the HOA discovers that the Pavilion was not properly cleaned following Applicant’s reservation or that damage has occurred, then the HOA shall notify Applicant of such condition within fifteen (15) days. The HOA’s notice shall contain an invoice for the costs to clean the Pavilion and/or the cost to make the needed repairs. The HOA may retain all or part of the Security Deposit to cover the cleaning and/or repair cost if the Applicant does not clean the Pavilion as required by this Agreement or if damage has occurred or if Applicant has not returned all 15 wrist bands. Any remaining Security Deposit shall be returned to Applicant within thirty (30) business days. If the cleaning cost and/or repair cost exceeds the Security Deposit, then Applicant agrees to immediately pay such amount to the HOA.

Applicant must attend a pre-reservation and post reservation walk through with a HOA representative. The Applicant is responsible for being on time for each walk-through. The HOA representative will wait fifteen minutes after the agreed time. Applicants that “no-show”, \$25 will be deducted from their Security Deposit and risk the loss of future use of the facilities.

(5) Cancellation

Applicant may cancel this Agreement any time prior to the Reservation Date. If funds have been received and deposited, a \$50 cancellation fee will be charged. Applicant should expect the partial refund of the Security Deposit and Reservation Fee within thirty (30) days of cancellation.

(6) Use Period

A pavilion reservation generally allows the applicant use of ½ of the pavilion for up to five (5) hours between the hours of 8 am to 10 pm. Applicants may apply to use the pavilion for up to five (5) hours – 1/2 hour for set-up, 4 hours for event, and 1/2 hour for clean-up. The Pavilion must be completely cleaned, trash containers emptied and trash hauled off prior to post reservation walk-through to avoid a cleaning cost as set forth herein. Applicant must conduct a post-walk through with a HOA representative within 24 hours after the end of the Applicant’s event.

(7) Scope of the Facility

The reservation applies only to the Pavilion and does not give applicant exclusive use of the bathhouse, playground and pool area. The bathhouse, playground and pool area may not be reserved in conjunction with the Pavilion. In the common area that surrounds the Pavilion use of bounce houses, moon-walk, etc., is strictly prohibited.

(8) Restrictions

The HOA restricts use of the Applicant’s portion of the Pavilion to a maximum of 25 persons (10 family and friends plus 15 wrist bands), so the Pavilion shall not be used for any group in excess of this

number. The Board has elected to not accept back to back reservations or reserve the Pavilion on Holidays or Holiday weekends i.e. Memorial Day, Independence Day, Labor Day, Thanks-giving Day. Alcohol, smoking or use of tobacco within the Pavilion is prohibited and Applicant accepts full responsibility for any violation of this regulation and related damages. No pets or animals are allowed in the Pavilion or within the gated area at any time, except as required by law.

(9) Uniformed Security/Minors

Should the Applicant reserve the Pavilion for a children or teen party, Applicant will insure that the party is properly supervised and controlled by someone twenty-one (21) years or older and that all applicable curfew ordinances and laws as well as all other ordinances and laws are followed. In all events, the event time frame must correspond to the time after which minors must not be out in public pursuant to any applicable curfew ordinance or law.

(10) Forbidden Purposes

Applicant shall not use, occupy or permit the use of the Pavilion for any purpose which is directly or indirectly forbidden by law, ordinance, order, and government or municipal regulations, deed restrictions, by-laws, rules and regulations governing the HOA or the Community, or any written or verbal restrictions issued by a member of the Board or their representative.

(11) Indemnification of the HOA

THE HOA AND APPLICANT AGREE THAT THE HOA WILL NOT BE LIABLE TO APPLICANT OR ANY OTHER PARTY FOR ANY INJURY TO ANY PERSON USING THE PAVILION OR ITS SURROUNDING FACILITIES DURING APPLICANT'S RESERVATION. APPLICANT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE HOA, THE BOARD OF DIRECTORS OF THE HOA, AND THEIR AGENTS REPRESENTATIVES, OFFICERS, DIRECTORS, MEMBERS, AND CONTRACTORS FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, SUITS, DAMAGES, DEMANDS, LOSSES, COSTS, EXPENSES AND DISBURSEMENTS, INCLUDING COURT COSTS AND ATTORNEY FEES RESULTING FROM ANY INJURIES TO OR DEATH OF ANY PERSON OR DAMAGE TO ANY PROPERTY (INCLUDING, WITHOUT LIMITATION, DAMAGE TO THE PAVILION BY APPLICANT OR ANY OTHER REAL OR PERSONAL PROPERTY OWNED BY THE HOA OR WITHIN THE COMMUNITY) ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THE RESERVATION OR USE OF THE PAVILION OR SURROUNDING AREAS BY APPLICANT, THE FAILURE OF APPLICANT TO PERFORM ANY OF ITS OBLIGATIONS HEREUNDER, OR THE NEGLIGENCE OR WILLFUL ACTION OF APPLICANT AND APPLICANT'S GUESTS, INVITEES, OR OTHERS AT THE PAVILION OR COMMUNITY IN CONNECTION WITH APPLICANT'S RESERVATION OF THE PAVILION EVEN IF CAUSED OR ALLEGED TO BE CAUSED BY THE SOLE, JOINT, COMPARITIVE, CONCURRENT NEGLIGENCE, OR FAULT OF THE HOA, AND EVEN IF ANY SUCH CLAIM, CAUSE OF ACTION OR SUIT IS BASED UPON OR ALLEGED TO BE BASED UPON STRICT LIABILITY OF THE HOA. THIS INDEMNITY AND RELEASE PROVISION IS INTENDED TO INDEMNIFY AND RELEASE THE HOA AGAINST THE CONSEQUENCES OF ITS OWN NEGLIGENCE OR FAULT AS PROVIDED ABOVE WHEN THE HOA IS SOLELY, JOINTLY, COMPARATIVELY OR CONCURRENTLY NEGLIGENT OR OTHERWISE STRICTLY LIABLE. TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY STATUTORY OR COMMON LAW REMEDIES, WHICH ARE INCONSISTENT WITH THE PROVISIONS OF THE FOREGOING INDEMNITY AND WAIVER ARE WAIVED BY THE APPLICANT. THIS INDEMNITY AND RELEASE PROVISION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

(12) Condition Before and After Use

The Applicant is responsible for cleaning the Pavilion after their event. The Pavilion should look as good as or better than before the event. Some key rules that apply are: 1) All tape, or ticky tak, etc., must be removed from all surfaces; 2) no alcohol, smoking or tobacco is ever permitted inside the Pavilion, and gated area; 3) no drink or food must be left on the premises; 4) no trash must be left – Applicant must take it home and put it out for disposal; 5) counter and floor must be cleaned; and 6) chairs and tables must be cleaned and returned back to their position before the event.

Failure to leave the Pavilion in acceptable condition may result in a forfeiture of part or all of the Security Deposit. The Applicant agrees in advance to accept the determination of any Board member, Pool Committee member or their designated representative as to whether Applicant caused the violation provided that a post reservation walk through was completed within 24 hours after the end of the Applicant’s event or prior to another reservation, whichever occurs earlier.

(13) Miscellaneous

Noise must be kept to a minimum in consideration of other residents. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Bexar County, Texas. This Agreement shall not be assigned by the Applicant for any reason and any such assignment is void and of no legal effect. This Agreement shall be binding upon and inure to the benefit of the Applicant and Applicant’s heirs, executors, administrators, legal representatives, successors, and assigns (when permitted by the HOA). In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision was never in the Agreement. In the event the HOA is compelled to retain the services of an attorney to collect any sums due or to enforce any of the provisions, right or remedy under this Agreement, the HOA shall be entitled to recover such attorneys’ fees from the Applicant. This Agreement is the only agreement between the parties and supersedes any prior understandings or written or oral agreements between the parties about reservation of the Pavilion. The rights and obligations of this Agreement shall survive the termination of the use period and this Agreement. Any notice, tender, or delivery to be given by either party to the other under this Agreement shall be sufficient in writing and sent via hand delivery or by registered or certified mail, postage paid, return receipt requested, and shall be deemed received the earlier of actual receipt, or deposit in the United States mail. If to Applicant, notices shall be sent to Applicant’s address herein and if to the HOA, notices shall be sent to Diamond, 14603 Huebner Rd., Building 40, San Antonio, TX. 78230.

The Applicant by signing below certifies that he/she has read and understood the Parc at Escondido Pavilion Reservation Agreement Policy above and the Amenity Center and Pool Guidelines and Rules and agrees to abide by those terms as set forth.

Any violations of the rules of this Agreement may result in forfeiture of deposit and future use of the pavilion.

Homeowners Signature: _____ **Date:** _____

Printed Name: _____

DAMC Representative: _____ **Date:** _____