



WOLF RANCH[®]

WOLF RANCH RESIDENTIAL COMMUNITY THE DEN - HOMEOWNER RENTAL AGREEMENT

RENTAL POLICIES, RULES & REQUIREMENTS

This Rental Agreement contains the Wolf Ranch Residential Community (the “Association”) Rental Policies, Rules, and Requirements, and other information that require acknowledgment by the requesting homeowner (the “Renter”), who must be a member in “Good Standing” to be considered eligible to rent any portion of The DEN. A member in Good Standing is defined as one who is current on their homeowner account without an outstanding balance, and who does not have any current outstanding violations on their property. Each Section of this Rental Agreement requires the initials of the Renter as acknowledgment of your understanding and acceptance of compliance with the policies, requirements and information as stipulated in that Section. By your signature at the end of this Rental Agreement you are binding yourself to the entirety of terms, polices, and requirements.

Section 1. – The Facility

The DEN is the name of the whole amenity center located at 129 Canyon View Rd. However, for the purpose of this Rental Agreement, the entire facility will be referred to as “The Amenity Center”. Included at the end of this document is a Site Plan identifying the three (3) Rental Option areas for The Amenity Center. Due to high demand for public outdoor spaces during the summer months, “The Grill” space will **not** be available for private rentals on Saturdays or Sundays in the months of June, July and August. The Renter is hereby put on notice that there is **No Lifeguard on Duty** at the pool, therefore, the Renter assumes all responsibility to ensure their event guests/attendees are pool safe and is solely responsible for the safety of all event guests/attendees using the pool. **Also be advised that the pool is not a part of the rental agreement , and is not available for private use and events. Please limit the number of guests utilizing the pool to a maximum of five (5).**

■ Renter’s Initials _____

Section 2. – Eligibility

Reservations are available on a first come, first served basis upon receipt of the required deposit, rental fee, an executed Agreement, and confirmation of the Renter’s “Good Standing” membership. **Reservations will be accepted at least 7 days in advance and no more than two (2) months in advance of today’s date. Exclusive use of the amenity building by owners is intended to be periodic and non-recurring. This is to assure that all owners have adequate access for use of the facility during peak hours with their families and guests.** No reservations will be accepted that conflict with times of any Association or Developer events. The Association reserves the right to refuse a rental request and/or future rental requests in the event the facilities are left in poor condition, or if there is evidence of previous policy or rule violations by the requesting Renter.

Reservations are available on a first come, first served basis seven (7) days a week. The Den is not available for private events on national holidays. To ensure your event is as successful and enjoyable as possible, “The Den” and “The Grill” spaces cannot be leased simultaneously for separate private events being held on the same date and time. We require a minimum of one (1) hour in between reservations for inspection of the facility.

■ Renter’s Initials _____

Section 3. – Duration of Event

There is a 4 hour time limit for each rental. Events must end according to the approved rental time period. All Evening events, unless prior approval is granted by the Association, shall end no later than 9 pm, including cleanup and vacating the Amenity Center. Not vacating The Amenity Center by the end of the block time will result in an additional \$300 per hour fee for each hour beyond the scheduled end time and could result in denial of future requested reservations by the Renter for a specified period of time to be determined by HOA Management.

■ Renter’s Initials _____

Section 4. – Guest/Attendee Conduct

The Renter is responsible for ensuring all guests/attendees comply with the rules, regulations, and policies of the Association. The Renter is also responsible for all damages, including damages caused by guests/attendees. Financial responsibility for any, and all damages, as determined by the Board of Directors and/or HOA Management, will be the sole responsibility of the Renter. The cost for any, and all, such damages that exceed the event deposit amount will be itemized and billed to the Renter, who shall reimburse the Association for such costs immediately upon notice of the amount due. Any balance charged to a homeowner’s account that remains unpaid after 30 days will result in a member status of “Not in Good Standing”, which suspends member privileges, including suspension of the use of all community amenities, until the balance is paid in full.

■ Renter’s Initials _____

Section 5. – Deposit/Cancellation

A refundable deposit of \$200 is required at the time the reservation is secured and must be made payable by check in the name of **Wolf Ranch Residential Community**. You may cancel up to 14 days preceding the event and receive a refund of your deposit. If you cancel in less than 14 days preceding your event, you will have the option to forfeit your fee, or reschedule the event to occur within six (6) months of the original rental date, if an alternate date is available.

Would you like your check returned or shredded? _____

■ Renter’s Initials _____

Section 6. – Rental Fees

There are three rental area options for The DEN that are available to rent on a first come, first served basis. The proposed event reservation time should include time for setup, cleanup and vacating The Amenity Center. Please be aware that any event that extends beyond the approved event reservation time for Daytime, or beyond the event reservation time for Evening, will result in a \$300 additional fee for every hour The Amenity Center is used beyond the approved period of time, unless previously approved by the Association.

NOTE: The DEN and The GRILL have an ‘Open to the Residents’ policy from 8:00 am to 10:00 pm for any resident in good standing with an active access device who would like to enjoy the use of those areas with its available wifi, TV, or outdoor grill when not reserved. The Association staff will make every attempt to ensure any ‘walk-in’ residents utilizing a reserved area of The Amenity Center are made aware of reservations so they can vacate the area prior to the reservation start time. If you enter an area of The Amenity Center for the start of your and any residents are in the reserved area, please politely let them know that you have the area reserved.

■ Renter’s Initials _____

Section 7. – Food & Beverage

Rentals include the ability to bring in food and beverage products. In the event alcoholic beverages are being served, a TABC certified bartender is **strongly recommended**. The Association assumes no responsibility for service to minors or incidents resulting from alcohol service during or after the rental period.

■ Renter’s Initials _____

Section 8. – Decorations/Set-Up

No decorations or temporary fixtures may be affixed to the building, walls or any architectural feature with nails, tacks, staples, or any other type of application. Regular tape is not permitted on any walls, windows, or fixtures, but painters tape can be utilized. Please note additional decoration guidelines:

- All decorations must meet fire department standards.
- Use of DUCT TAPE is **PROHIBITED** on any surface including the floor. Only PAINTERS tape may be used for decorating.
- Candles are not allowed, except for battery operated simulated flame candles.
- All elaborate decorating plans must be approved by the General Manager or Lifestyle Manager prior to the finalization of event details.
- All deliveries of decorations, wedding cakes, theme party props, and band equipment must be coordinated directly between the Renter and the vendor. The Renter or

representative must be present to sign for all deliveries, which must be previously approved by HOA Management.

- All decorations must be removed at the end of the event, including rented furniture, equipment, etc. You must have all facilities vacated no later than the end-time on your rental agreement.
- You may use the refrigerator for your event. All items placed in the refrigerator must be removed by the end of your event and any spills, etc. in the refrigerator cleaned.

Pictures of rental area before and after the event are required to be emailed to the Association in order to be eligible for a refund of your deposit.

 **Renter's Initials** _____

Section 9. – General Event Policies and Rules

The Renter agrees to adhere to the following General Event Policies and Rules:

- The Pool is **NOT** available for private events.
- Association and Developer sponsored events are exempt from rental fees and take precedence over private rentals.
- The DEN maximum occupancy is 40, The GRILL maximum occupancy is 40.
- All Association rules pertaining to use of The Amenity Center are required to be adhered to by the Renter(s) and their guests/attendees.
- The Renter that books the party must be present for the entire event.
- Adult supervision is required for all children under 18 years of age in attendance.
- The restrooms are not reserved for your event. You may use them, but they are open to all residents and their guests in possession of an active FOB.
- **Smoking, vaping and use of any other tobacco products and gum are strictly prohibited on Association property.**
- Noise and music must be maintained at a level which does not disturb other residents utilizing The Amenity Center, neighboring homeowners, or the general public. In the event of complaints, from residents, officials or the general public, violation penalties may be assessed.
- No wet bathing suits or bare feet are permitted in The DEN at any time.
- Pets are not permitted in The Amenity Center, with the exception of those aiding the disabled.
- To protect The Amenity Center from damage the following items will not be allowed: silly string, water balloons, face painting, fog machines, Duct tape, cool-aid or any drink with coloring that stains.
- No grills of any kind are permitted inside The DEN.
- Use of any Association facilities for personal financial gain or business generation is prohibited, with the exception of Association activities, workshops or classes (such as boot camp, swim lessons, etc.) or Developer activities.
- Events where services are rendered that require state licensing are prohibited. This includes but is not limited to: medical services, body art and piercing, personal grooming whether human or animal, childcare, etc.

- Sexually oriented events or sexually oriented entertainment at events is prohibited.
- All trash resulting from the event must be picked up and trash receptacles emptied by the end of the event. Trash bags are to be removed from The Amenity Center and disposed of offsite. Fees will be assessed if the trash is not removed and/or if the furnishings are not returned to their original orientation.
- Use of cleaning chemicals such as turpentine, spray paint, bleach, acetone, paint thinner, or other caustic materials, etc. are prohibited.
- The setup and cleanup time for your event is included in your rental time, therefore please reserve ample time to accomplish the setup and cleanup of your event.
- There are 24-hour security cameras located at The Amenity Center, which record and retain footage for Management reference.
- The Association is not responsible for personal property stolen or left on premises.
- The Association reserves the right to determine what is considered to be an appropriate function to be held at The Amenity Center, including the right of refusal. The Association may, in its sole discretion, change, modify or alter this Rental Agreement, rules and policies at any time. Rental fees may increase over time based on demand.
- The Association, its' officers, agents, employees, FirstService Residential, Hillwood Communities and any related entities, etc., will not be held liable for any injuries sustained during, or as a result of, private events at The Amenity Center, or any other amenity or Common Area property of the Association.

I take full responsibility for the care and cleaning of the area(s) of The Amenity Center and its contents for the date and time of my event noted in this Agreement. I understand I am financially responsible for the replacement of any Association property that is damaged or lost during the time of my event. I understand and agree that the Association or Developer is not liable for any injuries that occur either inside or outside The Amenity Center before, during, or after my event. I understand and agree to follow the above Policies and Rules.

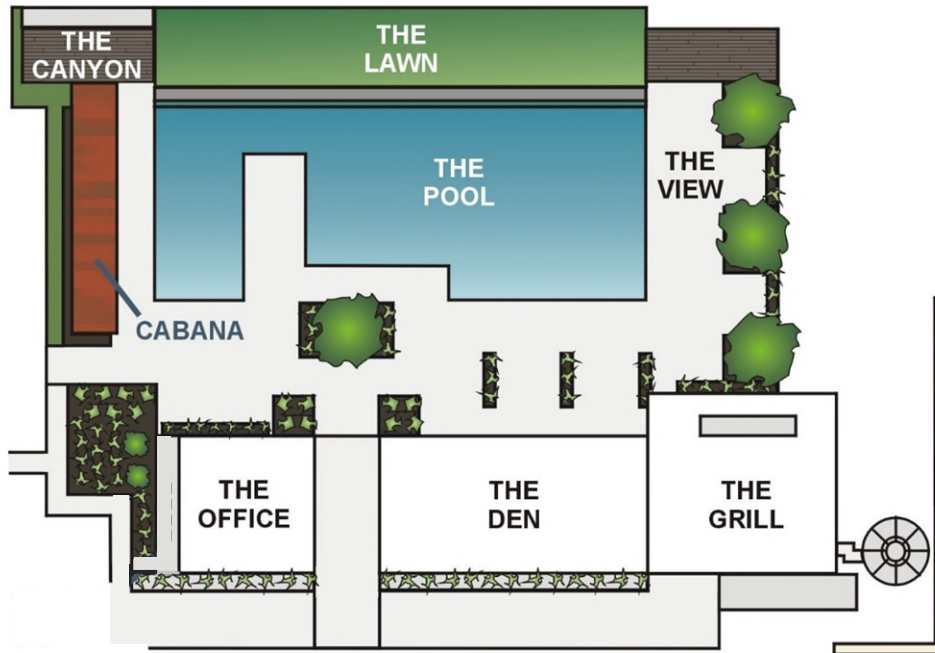
■ Renter's Initials _____

Section 10. – Property Missing/Damaged/Failure to Clean

Should any property of The Amenity Center be missing, damaged, or failed to be cleaned you will be charged per item. The following will result in loss of part, or all of the deposit, plus additional costs to replace any property:

- Unlocked Doors (Renter is responsible for ensuring all doors are secured after vacating)
- Unclean sink, barbeque, and/or counter area, whichever are applicable
- Floor/concrete left unclean or sticky
- Un-swept or non-vacuumed flooring
- Furniture not left in the placement/orientation which it was received
- Adhesives used on walls, windows or ceilings, window treatments, furniture, etc.
- Trash left in trash cans, on the floor or furniture
- Any other damage to Association Property as noted by Management

■ Renter's Initials _____



RENTAL SPACES AVAILABLE:

THE DEN: \$100/HOUR
***MAX OCCUPANCY 40 PEOPLE**

THE GRILL: \$100/HOUR
***MAX OCCUPANCY 40 PEOPLE**

THE DEN AND GRILL: \$200/HOUR
***MAX OCCUPANCY 80 PEOPLE**

TIME SLOTS AVAILABLE:

10AM – 2PM
5PM – 9PM

Section 11. – Proposed Rental Date/Time

Proposed Date _____ **Space Requested** _____

Proposed Rental Timeframe _____

Cost per Hour for selected Option \$ _____ **times number of hours** _____ **= \$** _____

Estimated Guests _____

Purpose of Event _____

Section 12. – Required Signature

I have read all of the rental policies, rules, requirements, and information and by signing below I agree to comply with the provisions of this Rental Agreement. I understand that my security deposit may be forfeited or I may be billed for any additional expenses should any of the aforementioned requirements be ignored or abused, or if any damages are a result of the actions of my rental. I acknowledge that use of The Amenity Center is purely for the pleasure of my guests/attendees and no business shall be conducted as part of this event. As the Renter, I further acknowledge that neither FirstService Residential (the "Manager"), nor the Owners Association of Wolf Ranch Residential Community, Inc. (the "Association"), nor Hillwood Communities and any related entities (the "Developer") has assumed any responsibility for, nor shall the Manager, Association or Developer have any liability for the actions or inactions of my guests/attendees or for any injury, damage or loss any person may sustain while using the facility or in connection with, or as a result of, any activity, including consumption of alcohol or other intoxicating substances, engaged in by any person while using The Amenity Center.

Renter(s) on behalf of themselves, their heirs, successors and assigns, agrees to indemnify, defend and hold harmless the Manager, the Association and Developer and their respective officers, directors, shareholders, agents, members, successors, and assigns against any and all claims, demands, damages, costs and expenses, including reasonable attorney fees arising from the user of the facilities, including the buildings and sidewalks adjoining same, by the Renter(s), his or her guests, invitees, and attendees or as result of any activity including consumption of alcohol or other intoxicating substances, engaged in by an such person while using the facility. In the event any action or proceeding is brought against the Manager, Association or Developer, their respective officers, directors, shareholders, agents, members, successors, or assigns by reason of any such claim, renter(s) covenants and agrees to pay all costs of defense of such action or proceeding by council satisfactory to the Manager, Association and Developer.

Renter's Signature _____
Printed Name _____
Address _____
Email Address _____
Phone _____
Date _____

OPENING & CLOSING CHECKLIST

When using The DEN the cleaning supplies are stored in the closet cabinet to the left of the refrigerator along with a diagram of furniture placement for The DEN.

Please check when completed

___Cleaning: Countertops are wiped down and cleaned. Sink is clean. Windows are cleaned/wiped down (if needed). Rugs are vacuumed. Floors are swept and clean. Bathrooms are operational and have all trash picked up. The refrigerator is clear of food and drinks from your event and the refrigerator is clean.

___Trash: All trash from this event must be removed from The Amenity Center and disposed of offsite.

___Furnishings: Tables/chairs/etc., must be clean and arranged to match the furnishing diagram on the inside of the door where the cleaning supplies are located.

___The Grill: The GRILL area is free of trash, the grill is cleaned, furniture is neatly arranged, and any spills on chairs, benches, tables or floor have been cleaned.

___Closing Building: All lights are off and all doors are closed and secure.

IMPORTANT! Access devices will not work to get back in The DEN or pool area after 10:00 PM so please be sure all cleaning requirements are completed and The Amenity Center is vacated by that time.

In the event of an emergency during your event, please contact 911 and the General Manager at 512-426-1115+.

Rental Request Decision

Approved

Denied

Reason for Denial _____

Association Signature _____

Printed Name _____

Date _____

After Event Review

Event space cleaned and furnishings properly in place

Furnishings are not stained, damaged, or missing

Renter provided pictures of event space before and after event

Additional Comments _____

Deposit

Deposit Check Returned

Date _____

Deposit Check Shredded

Date _____

Deposit Check Cashed

Date _____

Reason for Cashing Check _____

Association Signature _____

Printed Name _____

Date _____