



LA CIMA MASTER ASSOCIATION

La Cima Master Association Amenity Center Rental Agreement

EVENT DATE/TIME: _____ TYPE OF EVENT: _____

If the Great Room is unavailable on the Requested Date, please provide two additional dates for consideration:

EVENT DATE/TIME: _____ EVENT DATE/TIME: _____

Resident's Name _____

La Cima PROPERTY ADDRESS _____

MOBILE HOME PHONE _____

HOME PHONE (if applicable) _____

EMAIL _____

ADDITIONAL CONTACT NAME _____

CONTACT PHONE NUMBER _____

RELATIONSHIP _____

The Amenity Center is to be used only for the following described use:

CHECK AREA RESERVED: (area occupancy indicated in parenthesis) _____ Great Room (100)

FITNESS CENTER, DOWNSTAIRS LOUNGE AND POOL EXPRESSLY EXCLUDED FROM USE TIME RESERVED

Amenity Center "Great Room" may be rented during the hours of 9:00am to 9:00pm daily.

(Subject to use by the LaCima Master Association (hereinafter "Association") for community events and programming.)

Area Reserved From: _____ am/pm till _____ am/pm

TOTAL HOURS RESERVED: _____ TOTAL NUMBER OF GUESTS: _____ Maximum 100

ROOM RENTAL FEE & DEPOSIT:

Minimum rental time is two (2) hours; does not include set-up and clean-up. Rental is \$150.00/hr. the first 3 hours. Each additional hour over 3hrs is \$250/hr. The Great Room can be rented for a maximum of 6hrs. Rental fees will be posted to the Homeowner's association account.

Deposits: A \$150.00 cleaning deposit and a \$200.00 security deposit are required for all rentals of the Amenity Center "Great Room". An Association representative must post the transactions on the Homeowners Association Account and receive payment, for the cleaning and security deposits payable to La Cima Master Association within seven (7) days from the date the reservation is made. If payment is not received within this time frame, this date will be made available for other residents to reserve. This date is NOT confirmed until the executed lease and checks are received by an Association representative. The cleaning and security deposits will be applied to any additional charges assessed as a result of Resident's failure to properly clean the premises, theft of any Association property, or any damage to the Amenity Center by the Resident or their guests. If the deposit is insufficient to pay for any cleaning, theft or damage, Resident will be liable for payment of any additional amounts owed and agrees to pay those amounts immediately upon request from the Association. Subject to the remaining terms of the Facility Use Agreement and the Rules and Regulations, the remainder of the security deposit will be returned to Resident only after the facilities have been inspected by an Association Representative. The Security Deposit cannot be applied to the rental fee. Upon completion of inspection, deposits will be submitted for refund the next business day after the rental is complete. The Association will make great effort to quickly refund appropriate deposit monies, but refunds can take up to 10-14 business days to receive.

_____ **Cancellation:** Cancellations must be submitted in writing. As a courtesy to all renters, cancellations made with less than seven (7) days advanced notice are non-refundable. In this instance, the rental fee is not refunded, however, the cleaning and security deposits will be returned.

RESERVATIONS:

_____ **1.** Only members of La Cima Master Association may rent the Amenity Center "Great Room". **Any sub-lease by a resident is strictly prohibited.** The person/owner that has executed this Agreement must be present at all times throughout the rental period.

_____ **2.** The Association reserves the right to refuse rental service. Reservations must be requested a minimum of seven (7) business days prior to the rental date but cannot be requested sooner than thirty (30) days prior to the proposed rental date.

_____ **3. Renter must furnish all necessary supplies and equipment** including chafing dishes, serving utensils, coffee supplies, and paper products. Linens, serving ware, extension cords and ladders are NOT provided.

_____ **4.** The use and/or rental of the facilities by Association members may be restricted at the discretion of the Board of Directors for delinquent Association dues, violation of Association rules, or deliberate abuse of the recreational facilities or common area. At the time of execution of this Agreement and at the time of Resident's event, Resident must be in good standing with the Association, and current in the payment of all assessments and other amounts owed to Association.

_____ **5.** Use of the Amenity Center is subject to the terms of all applicable covenants, policies, procedures, and rules contained in the LaCima Amenity Center Rental Agreement, and all federal, state, and local laws and ordinances.

_____ **6.** Any private resident or group event that is over seventy-five (75) attendees will be required to hire a security guard for the event. The security guard must be present during the entirety of the event. The Association may require the hiring of security at its discretion dependent upon the nature of the event.

_____ **7.** Tables, chairs, or other objects will not block or impede the flow of traffic in or out of any exits to or from the building. Doors may not be propped open during any rentals; they are for emergency use only. All guests must enter and exit the building through the front of the LaCima Amenity Center.

_____ **8.** Alcohol may be served during a private resident or group event at the sole responsibility of Resident that is a party to this Agreement. Alcohol cannot be sold unless by a licensed vendor/caterer. Liquor service must end at least 30 minutes prior to the end of your event or at the time when your professional bartending service leaves the event.

_____ **9.** No alcoholic beverages will be served at any time to any person who is under 21 years old or to any intoxicated person. Resident acknowledges that the Association does not hold or maintain a liquor license, and this permission to serve alcoholic beverages does not constitute a liquor license. Resident will be solely responsible for compliance with the liquor license laws of the State of Texas. No alcoholic beverages will be served or consumed outside the LaCima Master Association Amenity Center premises as part of Resident's event. If any persons under the age of 21 attending the event, whether invited or uninvited, bring alcoholic beverages onto the LaCima Amenity Center premises, Resident will take action to have such beverages removed from the premises. If necessary, Resident will notify the Hays County Sheriff's Department to seek assistance with the enforcement of this rule. At any event in which a majority of the attendees are under 21 years old, Resident will assure that there is at least one adult chaperone present at all times for every ten (10) persons under 21 years old. If any person attending the event, whether invited or uninvited, is abusing or misusing alcohol on the LaCima Amenity Center premises, Resident agrees to arrange alternative transportation for any attendee who is unable to safely and responsibly drive away from the event due to intoxication. Resident agrees that Resident is solely responsible for any claim or liability that arises as a result of the serving of alcoholic beverages at Resident's event.

_____ **10.** Due to multiple scheduling of events, all reservations must begin and end at the time indicated on this LaCima Amenity Center Rental Agreement. There will also be **no refunds** issued for time reserved and not utilized. Resident shall arrange for all pick-ups and deliveries to be made the day of the event. All material, products, and decorations provided by you, your caterers, beverage service, rental suppliers, musicians, etc. must be removed and trash taken off site for disposal at the conclusion of the event. If items are not removed the day of the rental there will be a \$50.00 daily storage fee that will be deducted from the security deposit. **Resident will be provided one (1) hour before the event for set up and one (1) hour after the event for cleanup.** If additional time for set up or cleanup is required, the Resident may discuss with the Association representative during the rental scheduling to ensure the request does not impede on any other rentals scheduled and any additional cost that may be incurred.

_____ **11.** Resident is responsible for their own set-up and clean-up of their private event.

_____ **12.** Furniture, tables, and chairs can be rearranged, but must be carried, not dragged to the desired location, and returned when the party is completed.

_____ **13.** Pillar or votive type candles **are not permitted** during rentals. Birthday candles are the only acceptable candle at rental events.

____14. NO decorations, wire or string lighting are to be hung from the lighting or A/C ducts. String lighting, decorations and wire are not allowed in the outdoor plants, trees, or light poles. Decorations may be hung only with Wacky Tacky or 3M on Command or similar product that won't cause stripping. ABSOLUTELY NO tape, nails, staples, tacks, glitter, piñatas, or confetti allowed.

____15. No bird seed, rice, glitter, confetti, silly string, or fireworks are allowed anywhere on the property.

____16. All areas are required to be returned in the condition they are received. A cleaning check list will be provided at your event. You will be responsible to sign in and out at the end of your event to ensure that check list is complete.

Items will include:

- a. All decorations including adhesives must be removed and disposed of.
- b. All trash is to be disposed of offsite.
- c. Sweep and mop Clubhouse floors (broom & mop provided) to include Community Room, Kitchen, Hallway, Restrooms.
- d. All tables to be cleaned and disinfected (cleaning supplies provided).
- e. Kitchen counter tops, sink, microwave, dishwasher, and refrigerator must be left clean.
- f. Tables, chairs, and furniture to be restored to original set up.

____17. The Association reserves the right to refuse use of certain caterers, vendors, designers, rental companies, disc jockeys, bands and any other party supplying goods or services. The Association reserves the right to request a Certificate of Insurance for any event request.

____18. Rentals are for the specific areas indicated on the rental receipt and do not allow for use of other common areas within LaCima Amenity Center. The renter is responsible for ensuring that guests remain in the area reserved.

____19. This list is not an exhaustive list of Rental Rules and Regulations. The Board reserves the right to amend these policies and procedures as they deem necessary.

____20. Cooking is not permitted in the Amenity Center Kitchen. The Amenity Center Kitchen will only be used for warming up pre-cooked food.

I, Owner, will be in attendance throughout the entire length of the event, and understand that if I leave the event, this contract will become null and void, the event will end, and the deposit will be forfeited to the LaCima Master Association. I also understand that any damage to the Amenity Center, or any LaCima Master Association facilities, grounds and improvements thereto will be my responsibility and additional charges will be assessed to my homeowner account. I accept full responsibility for the conduct of my guests. I have read and fully understand the terms of this agreement and the policies set forth herein and agree to adhere to such policies as evidenced by my signature below.

AGREED AND ACCEPTED:

RESIDENT Address: _____

Signature: _____

Printed Name: _____ **Date:** _____

ACKNOWLEDGED by LA CIMA MASTER ASSOCIATION

Name: _____ **Title:** _____ **Date:** _____

LaCima Master Association

ASSOCIATION USE: \$_____ Rental Paid \$_____ Cleaning Deposit Paid \$_____ Security Deposits Paid		
Is this a La Cima Builder Reservation Request? (circle) Y or N Is this a non-profit organization Reservation/Club Request (circle) Y or N		