

For Office Use ONLY

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

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**PROMONTORY POINTE HOMEOWNERS ASSOCIATION (PPHOA)
PAVILION RENTAL AGREEMENT**

Event Date: _____ Event Time (4 hrs.): _____

Homeowners Name: _____

Property Address: _____

Email*: _____ Phone: _____

Type of Event: _____ Guests (50 guests): _____

The Promontory Pointe Homeowners Association (PPHOA) grants to the above HOA member/host (hereinafter "Homeowner") the non-assignable right to use the PPHOA pavilion on the date and time and for the purpose referenced above under the following terms and conditions:

TERMS AND CONDITIONS OF AGREEMENT

1. RESERVATION

- a. The pavilion is available for rent anytime during hours of 9 a.m. to 9 p.m. seven days per week.
- b. Reserved area includes only the pavilion.
- c. Reservations must be made at least one week in advance.
- d. Reservations will not be accepted more than three months in advance.
- e. Maximum usage 4 Hours

2. SECURITY DEPOSIT

- a. Homeowner shall pay to PPHOA a security deposit of \$75.00 to be held as surety for proper clean-up, which is sole responsibility of the Homeowner, and to provide reimbursement for repair and/or replacement of PPHOA property required for damage sustained incident to Homeowner's use of the pavilion.
- b. Deposit will be refunded to the Homeowner upon inspection of the premises and confirmation that the area has been cleaned and trash removed.
- c. Homeowner agrees to reimburse PPHOA for the cost of any cleaning, repair, and/or replacement of PPHOA property in excess of the \$75.00 security deposit if required for damage sustained incident to Homeowner's use of the pavilion.
- d. **Please send \$75.00 payment (check or money order only) made payable to Promontory Pointe HOA, to DAMC at the address noted above.**

3. RULES OF CONDUCT

- a. **The Homeowner must be present on the premises at all times during the rental period** to include set-up and clean-up.
- b. **The Homeowner is responsible for the conduct of his/her guests at all times.** Homeowner is responsible for guest's compliance with all HOA rules and regulations governing use of the HOA pavilion area as well as all

applicable state and federal laws, city and county ordinances, posted safety signs, and rules cited herein. (A copy of HOA rules is attached hereto and incorporated herein.)

c. Private pavilion use may not restrict access to pool and restrooms by other homeowners and their guests.

d. **The Homeowner is responsible for clean-up.** Homeowner must leave the pavilion space and restrooms in clean condition. This includes but is not limited to disposing of all garbage. If restrooms are not clean upon arrival, please call DAMC at (210) 561-0606.

e. Alcohol is not permitted at any time.

f. All functions must end by 9:00 p.m.

g. No disc jockeys or live bands are permitted.

h. Battery-powered radios are allowed, but volume must be reasonable in consideration of neighboring residents and other recreational facility users.

4. INSPECTION AND TERMINATION

A member of the Board of Directors, Recreation Committee, or other agent of PPHOA shall have the right to inspect the described premises during the term of Homeowner's rental of same and may demand cessation of any function and request guests to leave the premises if applicable rules and regulations are not observed.

5. ASSUMPTION AND RELEASE OF LIABILITY

The Homeowner understands and agrees that there are inherent risks associated with the use of the PPHOA pavilion, recreational facilities and common areas, and on behalf of him/herself, immediate family, tenants and guests, knowingly and freely assumes all such risks, both known and unknown, including those that may arise out of the negligence of his/her guests. The Homeowner expressly assumes any and all liability arising from or incident to his/her use, or use by immediate family, tenants, or guests, of the pavilion, recreational facilities and common areas, including but not limited to damage to the pavilion, its fixtures, or to the related common areas, and/or damage or injury to property or persons, including guests, invitees or other persons, including caterers. In consideration for HOA permission to rent the pavilion, the Homeowner, for him/herself, immediate family, tenants and guests, and his/her respective heirs, assigns, administrators, personal representatives, and next of kin, hereby expressly agrees and covenants to release, indemnify and hold harmless Promontory Pointe HOA and its respective officers, directors, agents, employees, independent contractors and volunteers from any and all damages, claims, fines, suits, demands, actions, or other liability, and waives the right to same, including without limitation any and all claims based upon personal injury, death, or property damage or loss to any person, and including costs and expenses of any kind or nature whatsoever including without limitation attorney's fees, which arises out of, relates to or results from the Homeowner's, immediate family, tenant or guest use or occupancy of the pavilion, recreational facilities and common areas, whether or not said damages, injury, loss, or death is due to any act or omission by, or negligence of, the Promontory HOA, its officers, directors, agents, employees, independent contractors or volunteers.

I, the undersigned Homeowner, member of the Promontory Pointe Homeowners Association, understand and agree to the terms and conditions stated above.

Homeowners Signature: _____ **Date:** _____

Printed Name: _____

DAMC Representative: _____ **Date:** _____