



Discovery Center

Facilities use Agreement

This Facilities Use Agreement (“Agreement”) is made this _____ (“Day”) of (“Month”) _____, 2022, by and between NEWMAN VILLAGE HOMEOWNERS ASSOCIATION. (“Association”) and _____ (“User”), the legal owner of record, who is required to be present at said function, contained herein and for other consideration, the receipt and sufficiency of which are hereby acknowledged, Association and User hereby agree as follows:

1. **Use of Facility.** Association hereby grants user the right to exclusive use of the following described facility and the furnishings and equipment therein (“Discovery Center”) on _____ from _____ a.m./p.m. to _____ a.m./p.m. No party shall extend past 12:00 a.m. at which time all visitors and members must have completely vacated the premises including the TERRACE and PARKING AREAS. No outdoor music is permitted; all indoor music must not be audible outside the Discovery Center building. Due to the size and noise constraints, dances and large bands are not permitted. Examples of permissible music include chamber music, a solo acoustical guitar, or a 3-piece jazz band. All minors attending the event must be accompanied by a parent or legal guardian. Parties of minors under the age of 21 must end by 10:00p.m. If you are allowed to use the Discovery Center while we are still managing the effect of COVID-19, it is agreed that you will clean the Discovery Center before and after an event and complied with disinfecting and cleaning guidelines for COVID-19. **Facilities must be locked and secured by the end of the function time listed above; failure to do so may result in the loss of the deposit. Facility is not available during Holidays/or weekend of each side of a Holiday. The Facility is not available during business hours, 8:00a.m. to 4:00 p.m. weekdays except on Friday after 4:00 p.m.**

2. **Function.** User agrees that the Facility shall be used for the purpose of _____ and number of invited is not to exceed 100 people maximum. The “facility” is only for private parties, not outside groups, not for club meeting outside of the approved HOA Clubs, not “for profit” or “non-profit” meetings/events, or other similar activities or events involving non-residents. Homeowners may not “sponsor” events for non-residents unless resident is present at all times.

Initial _____

3. **Security Deposit.** User shall also play the NEWMAN VILLAGE HOMEOWNERS ASSOCIATION, INC. a security deposit (“Deposit”) in the sum of **\$500.00**, which Deposit shall be due and payable upon execution of this Agreement by User. The Deposit shall be refundable, except as expressly provided in this Agreement.



4. **Alcohol.** There _____ (will) _____ (will not) be alcohol served at my event. I assume all responsibilities, risks, liabilities, and hazards and forever release the Association for death, personal injury, and property damage or any other liability damages. Homeowner must provide liability insurance up to \$1,000,000 naming NEWMAN VILLAGE HOA as additionally insured for all third-party vendors. All third-party caterers and bartenders must provide liability insurance.
- Initial _____
5. **Security.** At the determination of the HOA, parties of 100 may require hiring of off-duty Frisco Police Officer or personnel from a licensed security company at the event holder's expense. **User must provide evidence of security arrangements to the Association Manager at least one week prior to the function to have access to the Discovery Center on the day of your function.**
- Initial _____
6. **Use Fee.** User shall pay to **NEWMAN VILLAGE HOMEOWNERS ASSOCIATION, INC.,** as use fee for the Facility in the sum of **\$300 for the first hour and \$25 per additional hour/with a minimum of 2 hours.** No more than (1) weekend private event will be allowed per month. User may make arrangements to obtain information on how to gain access to the Discovery Center after the fees have been paid. It shall be User's responsibility to contact the Management Company to arrange for access at least one week prior to the event.
7. **Forfeiture of Deposit and Other Charges.** User agrees that the Association shall be entitled to retain the Deposit in the event of any breach of this Agreement or any violation of the Association's Rules and regulations by User or User's guests or invitees. The Association shall also be entitled to apply the Deposit to the cost of repairing any damage o the Facility or its contents, the cost of replacing any missing or destroyed items, and the cost of any cleanup required after the Function if User fails adequately to perform its responsibilities for clean up as set forth in this Agreement and the Association's rules and regulations. In addition, the Association shall be entitled to charge a reasonable administrative fee for arranging and supervising such cleaning repair or replacement. In the event that the Deposit is inadequate to cover such costs, User shall reimburse the Association for any excess cost immediately upon receipt of notice to the amount due. All such costs in excess of the Deposit and all amounts due from the user to the Association under this Agreement shall be an assessment against User and User's property in Newman Village Homeowners Association and shall constitute a lien on such property which may be collected in the same manner as provided for collection of other assessments under the Declaration of Covenant, Conditions and Restrictions for The Homeowners Association of Newman Village and the Bylaws of Newman Village Homeowners Association, Inc.("Bylaws"). Any portion of the Deposit which is not retained or applied by the Association as provided in this paragraph shall be refunded to User within 14 days after the Function along with a written explanation of the reasons for forfeiture of any portion of the Deposit and the amount forfeited.



8. **Clean up.** USER SHALL BE RESPONSIBLE FOR LEAVING THE FACILITY IN A NEAT, CLEAN CONDITION AND FOR REMOVING ALL LARGE TRASH/ DEBRIS AND DECORATIONS GENERATED BY USER'S USE OF THE FACILITY IMMEDIATELY AFTER THE COMPLETION OF THE FUNCTION, IN ACCORDANCE WITH THE ASSOCIATION'S RULES AND REGULATIONS. See Addendum "A" for closing procedures and agreement.
9. **Emergency.** In the event of an emergency such as a fire or other situation involving threat of life or property, User shall first contact 911 and then shall use reasonable efforts to contact Association's Management Company at 1.877.378.2388.
10. **Cancellation.** If User cancels this Agreement by written notice to the Association delivered to the Association's Management Company two weeks prior to the time reserved; User will be entitled to a full refund of any deposit paid pursuant to paragraph (3) above. If written notice of cancellation is received at least two weeks prior to the time reserved, User shall also be entitled to a refund of all fees paid. If written notice of cancellation is received less than two weeks prior to the time reserved, the Association shall have the right to retain the Deposit in consideration for reserving the Facility for User and foregoing the opportunity to extend use rights to other members.

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11. **Release and Indemnification.** User assumes all responsibilities, risk, liabilities and hazards incidental to the holding of the Function at the Facility, and irrespective of any acts or omissions by the Association or its agents, whether negligent, intentional or otherwise, User releases and forever discharges the Association, its officers, directors, employees, agents and members, past present and future, and agrees to defend, indemnify and hold harmless, from and against any and all losses, expenses, liens, claims, demands and cause of action of every kind and character (including those of the permittee, agents licensees, and invitees of user) for death, personal injury, property damage or any other liability damages fines or penalties, including costs, attorney's fees and settlements, resulting from any act performed by, or omission on part of, User, its employees, invitees, permittee, agents or licensees, arising out of or in connection with User's use of the Facility. **THE OWNER AND GUEST ARE ASSUMING ALL THE RISK FOR COVID-19 AND WE ARE NOT OFFERING ANY WARRANTY OR FITNESS FOR USE IN THIS REGARD.** Any risk is assumed by the owner and his/her guest. You are required to provide each guest with a copy of your use agreement and risk of use concerning COVID-19 in connection with participation and use of this Facility.

Initial _____

12. **Right to Terminate Use.** Association shall have the right and option to enter the Facility, terminate use of the Facility and require User, User's guest and invitees to leave the Facility immediately, should the Association's agent determine, in his or her sole judgement, that the conduct of any person using the Facility endangers the health or safety of any person or



constitutes a threat to any property, or should any conduct of any person using the Facility violate federal, state or local laws or ordinances governing User's use of the Facility and all rules promulgated by the Association.

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13. **Disputes.** In the event any conflict or dispute arises between Association and User, the prevailing party shall be entitled to its attorneys' fees and costs.
14. **Modifications.** No modifications to this Agreement shall be effective unless in writing and executed by both parties. The Board of Directors shall have no obligation to consider any proposed modification to the Agreement unless submitted in writing at least two weeks prior to the date for which use of the Facility has been reserved.
15. **Additional terms.** See **Addendum "A" hereto** and incorporated herein for any special terms or provisions as to the use of the Facility.
16. **General.** This Agreement shall be construed under the laws of the State of Texas. Time is of the essence with respect to every provision of this Agreement.
17. **Application and Acceptance.** This Agreement shall constitute an application by User to use the Facility and shall become a binding agreement only upon execution of the Agreement by or on behalf of the Association. In the event the Association declines to accept User's application, User shall be so notified, and the Deposit submitted by the User shall be refunded in full.
18. **FEE SCHEDULE. Fees apply for all non-association sponsored functions. This means that if you have reserved the Discovery Center for a private party, even though all attendees may be from Newman Village, rental fees apply. ALL third party vendors MUST provide liability insurance Newman Village HOA as the Certificate Holder and as additionally insured with the endorsement included. Deposit, rental fees, and insurance all due at the time of booking.**

Fees are \$300.00 for the first hour and \$25.00 each additional hour with 2 hour minimum. Security deposit is \$500.00 and will be held by the On-site Association Manager at the Discovery Center. Please make checks payable to Newman Village HOA and please reference "Discover Center Deposit" on check and "Discovery Center Fees" on the second check. Residents may pick up their deposit or it can be mailed back after 14 business days. Please contact your On-site Manager at 214.387.0475 if you discover any damages from the prior event. You will be held responsible for any damages found that are not on your list.

****FAILURE TO ABIDE BY ANY AND ALL RULES AND ADDENDUMS WILL RESULT IN LOSS OF YOUR DEPOSIT AND AMENITY PRIVILEGES FROM A TERM OF ONE YEAR****

Initial _____



ASSOCIATION

Newman Village Homeowners Association, Inc.

BY: _____

It's: Association Manager

User

Owner Name (print)

Signature

Owner Address

Owner Home or Cell Phone Number



ADDENDUM "A" – CLEAN-UP/CLOSING AGREEMENT

- The user/owner needs to review the CDC guidelines and clean and disinfect before and after.
 - All large trash and any decorations must be removed from premises, including all balloons. Trash bins are located outside the back door of the kitchen.
 - All items in the facility have been inventoried if any come up missing or broken; user will be charged the replacement fee.
 - Turn off fireplace if used.
 - All light switches must be turned off before leaving.
 - All doors should be locked and secured upon leaving.
 - All music and electronics must be turned off.
 - Put the keys in the HOA drop box located on the side of the front door.
 - Set the alarm, located inside the Facility near the Manager's office near the side exit door.
 - The air conditioner/heater is set by the HOA. It cannot be adjusted; any damage or attempt to alter the settings will result in the loss of your deposit.

If there is an after hours' emergency, please contact FirstService Residential 24/7 Customer Service Center at 1.877.378.2388

WIFI Password: nvdiscoveycenter

Thank you for your help, we hope your event was or will be a great success!