



PRIVATE EVENT AGREEMENT

STEP 1: REVIEW

Read over the private event agreement and become familiar with the rules and policies.

STEP 2: REQUEST

To inquire about date availability further than 30 days out, contact the HOA Manager, or look at the Community Calendar listed on the website.

*** When picking a date, make sure that your date does not conflict with a community event or another private event. (This means only one event per day) If you are reserving further out than what the calendar shows, reach out to your HOA Manager. If you submit a request for a date and there is already an event on that date, your event will automatically be declined. ***

STEP 3: SECURE

After date availability is confirmed, the private event is secured by submitting an application to the HOA Manager at least 7 business days in advance.

***The event will not be secured and posted on the website until the application is submitted and a date is secured with a Deposit drop-off (refundable after event, if all conditions are met in this agreement) ***

STEP 4: CONFIRM

Once the HOA Manager has confirmed the event your reservation will be posted on the community calendar and an email will be sent to you.



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PLEASE NOTE:

Reservation will NOT be accepted on any major Federal Holiday (New Year's Eve, President's Day, Easter, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving, Christmas Eve & Christmas).

- The Pools are NOT available to be rented.
- Reservations will NOT be accepted if an event is already scheduled for that date or if it interferes with a community event,
- You will automatically forfeit your private event if a check is not handed in within 72 hours of event.
- Residents will not have access to water hoses for water-related rentals.
- NO alcohol can be at the event.
- You must provide your own portable restrooms (port-a-potty)
- You must provide your own trash receptacles.
- You must provide your own water source.
- You must provide your own power source.
- You must provide your own tables and chairs.

If you have questions, please contact the HOA Manager at (940) 489-4243

DISCLAIMER

The Association's Board of Directors reserves the right to modify or amend the policies, rates, and appendices stated here at any time. All deposits are subject to change at any time at the discretion of the Board of Directors.

Use of the HOA common area property is at your own risk. All persons entering the area should take all precautions recommended by Denton Code and local health agencies. As the requester of the event, you are responsible for cleaning and disinfecting any areas touched by guest/ invitees before and after event. The Owners Association at Country Lakes, Inc is not liable for any illness caused because of requesters guest/ invitees attending the event.

By filling out and submitting this form, this then becomes a binding document. Everything that you state below should be true and if the Association is informed of falsifying information, the deposit check will automatically be forfeited.



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<u>Deposit Amount</u>	<u>Number of People</u>	<u>Vendors</u>
\$250	30 and under	No
\$500	30 and under	Yes
\$700	30 - 60	No
\$800	30 - 60	Yes
\$900	60 - 80	No
\$1000	60 - 80	Yes
\$1000	80+	No or Yes

Vendor COI Requirements:

Commercial General Liability
\$1,000,000 Occurrence
\$1,000,000 Personal Injury
\$1,000,000 Products/ Operation
\$1,000,000 General/ Aggregate Automobile Liability
\$500,000/ \$1,000,000 Bodily Injury
Worker's Compensation Statutory limits

Purpose

The purpose of this policy is to define the policies and procedures for reservation and use of Association common area.



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General

The Board of Directors is responsible for setting policies related to reservation and request of Association facilities.

The Association staff retains the right to approve or deny any usage of the Associations areas for just cause or reason. Any questions as to the meaning of any part of this policy to include appendices should be submitted to the HOA Manager.

The following facilities are available for reservation:

- North Event Lawn
- Lavon Event Lawn

The following facilities are NOT available for reservation:

- North Pool and Amenity
- South Pool and Amenity

NOTE: The Association Board of Directors and management have the right to reserve any Association facility.

Facility Scheduling: To properly schedule any activity or private event contact the HOA Manager.

Reservations are for the specific area indicated on the event agreement and do not allow for the use of other areas. Reservations can be made no more than 60 days - minimum of 14 days in advance without approval from HOA Manager. Association staff and the Board of Directors maintain all authority on scheduling and reservation availability.

Levels of Hierarchy

1. Association's Board of Directors - Any meeting of the Association's Board of Directors has priority over all other reservations. The Association Board of Directors have the right to reserve any Association facility.



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2. Association Planned Events - Association staff will schedule community-wide events. The Association management staff has the right to reserve any Association facility.
3. Private Events - Country Lakes residents may schedule an event for the North Event Lawn or Lavon Event Lawn upon Association staff's approval, after completing the appropriate paperwork and paying the appropriate security deposit fee. Private functions may be prohibited if, in the judgement of the Association management, these events would detract from the enjoyment of the other facilities by the general membership.

Reservations: All reservations must fill out a Private Event Agreement and have prior approval by the Association staff. Only Country Lakes residents in good standing with the Association are authorized to reserve the Association facility. The phrase "in good standing" means Country Lake residents who:

- Are current with their Association assessments or other fee
- Do not currently have unpaid fines assessed against their account
- Do not currently have property violations, and
- Do not have pending litigation with the Association

Events reservations must include adequate time for decorating and setting up personal times before the event starts as well as clean-up of all items after the event. Due to the number of facility request, all reservations must begin and end at the time indicated on the Agreement. Failure to comply will result in the deposit being forfeited.

Capacity

Maximum capacity and other factors (i.e., tables) will dictate the number of people the facility can accommodate, the capacity limit for the North Event Lawn is **200 people**. Failure to comply will result in the deposit being forfeited.



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Disclosure

The reserving party must disclose all requested information on the Agreement. Failure to disclose information or falsifying information will result in forfeiture of all reservation privileges and loss of the deposit.

Subleasing

Subleasing a reserved area is strictly prohibited. The reserving party must be physically present for the duration of the event.

Cancellation Policy

Notification of cancellation must be submitted in writing to the Association staff and cannot be made less than 48 hours of the private event date, once a cancellation has been submitted the event time will be made available again to the community. If the reserving party cancels less than 48 hours in advance the deposit will be forfeited.

Conduct

The resident that reserves the facility is responsible for the actions and any damages caused by their guest. Improper conduct toward or abuse of members, residents, guest(s), Association staff and / or any items in the community will not be tolerated. The resident is also responsible to ensure the noise level of the event is not a nuisance to any of the surrounding neighborhoods. Complaints about the event may constitute the removal of the offending individual(s) or termination of the event. The Board of Directors may choose to discipline the resident for the abusive activity including suspension of membership privileges. All facility users must conduct themselves in accordance with the Event Use Policies and Procedures.



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Facility Cleaning

The reserving party is required to clean up and remove all trash from the reserved event area. The reserving party is responsible for leaving the area in the condition in which it was provided. Failure to leave the area clean will result in forfeiture of deposit, all required cleaning of the premises will be done **AT THE RISK** of the reserving party and / or vendors and any attendees. The Association is **NOT** liable for person who are injured as result of cleaning the premises.

If the reserving party is entitled to a refund of their deposit, less clean-up or damage charges, will be refunded within 30 business days after the event. The cleaning/ damage deposit is due within 72 hours of submitting the Event Agreement. **NO** exceptions will be made.

Vendor Insurance Requirements

All residents who reserve the facility and will be using a vendor, must provide the Association with a certificate of insurance from that vendor. The insurance policy must name The Owners Association at Country Lakes, Inc as an additional insured for the date of the event. The reserving party must provide the certificate of insurance to the Association within 72 hours of the event. Failure to provide the Association with an appropriate certificate of insurance will result in the cancellation of the private event and forfeiture of the deposit.

Under **NO** circumstance are vendors allowed onsite to set-up, breakdown, deliver, etc. without filling out the proper paperwork and paying the deposit. Use of vendors will be done **AT THE RISK** of the reserving party and/ or vendors and any attendees. The association is **NOT** liable for vendors who are injured on property.



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REQUEST DETAILS

BASICS

Requester's Name: _____

Requester's Address: _____

Phone Number: _____

Email Address: _____

EVENT DETAILS

Type of Event and Location: _____

Date Requested: _____

Set-up Time: _____

Event Time: _____

Event End Time: _____

Estimated Attendance Number: _____

On-site Vendors? YES or NO

If yes, please list details: _____

Decoration Details: _____

Additional Details or Thing to Note: _____

PAYMENT INFORMATION

Deposit Amount: _____

Check #: _____

Date Received: _____

SIGNATURE REQUIRED ON PAGE 10 OF THE COUNTRY LAKES EVENT AGREEMENT



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Agreement

By signing and dating below, you agree that everything stated in the Event Agreement details is true to the best of your knowledge. By signing and dating, this then becomes a binding document. Everything that you state should be true and if the Association is informed of falsifying information, the deposit check will automatically be forfeited. By signing you also agree that you have read and acknowledge the Event Agreement and will abide by the Rules & Regulations. By signing, you hereby acknowledge restrictions such as **NO** fireworks and **NO** alcohol. By signing, you are responsible for cleaning and disinfecting any areas touched by your guest(s)/ invitees before and after use of area. By signing you understand that all pools and amenity centers are not included in your Event request. By signing you understand that everything is **AT THE RISK** of reserving party and/ or vendors and any attendees. The Association is **NOT** liable for injuries.

I have read and agree that I am responsible for ensuring that I and my guest, attendees, vendors etc. will abide by ALL The Owners Association at Country Lakes, Inc., rules, terms and conditions, as stated in the Agreement and the Reservation Policies and Procedures and pursuant to the Country Lakes Covenant the Community Manual and all other governing documents, rules and policies and applicable law governing Country Lakes. I also understand that I am responsible for any fine and / or damage charges levied because of inadequate cleaning or damage to Association property, stolen property, or behavioral violations by any attendees of my event.



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BY MY EXECUTION OF THIS AGREEMENT, I ON BEHALF OF MYSELF, OR MY DIRECTORS, OFFICERS, AGENTS, MEMBERS, CONTRACTORS, EMPLOYEES, INVITEES, CUSTOMERS, HEIRS, FAMILY MEMBERS, GUESTS, PERSONAL REPRESENTATIVES, SUCCESSORS OR ASSIGNS, COVENANTS AND AGREES TO RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE EACH OF THE OWNERS ASSOCIATION AT COUNTRY LAKES, INC, INSIGHT MANAGEMENT COMPANY, AND THE DIRECTORS, OFFICERS, EMPLOYEES AND VOLUNTEERS OF EACH SUCH ENTITY ("COLLECTIVIELY RELEASED PARTIES") FOR, FROM, AND AGAINST ANY OR ALL LOSSES, LIABILITES CLAIMS (INCLUDING ANY CLAIMS OF NEGLIGENCE, CLAIMS OF PROPERTY DAMAGE, OR CLAIMS OF BODILY INJURY INCLUDING PERMANENT DISAILITY OR DEATH, OR ANY INJURY RESULTING FROM A SLIP AND FALL), ACTS, OMISSIONS, INVESTIGATIONS, INQUIRIES, DAMAGES, FINES, PENALTIES, DEMANDS, TAXES, INJURIES, CAUSES OF ACTION JUDGEMENTS ALLEGATIONS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND COST (INCLUDING ALL TRIAL AND APPELLATE LEVELS AND WHETHER OR NOT SUIT BE INSTITUTED) OF ANY NATURE WHATSOEVER, WHETHER IN LAW OR IN EQUITY (COLLECTIVELY, THE "CLAIMS") SUSTAINED WITHIN, ON, OR ABOUT IN OR ABOUT THE FACILITY, OR RESULTING FROM OR ARISING OUT OF ANY ACTIVITIES OR OPERATIONS OF ANY PERSON WITHIN ON OR ABOUT IN OR ABOUT THE FACILITY OR RESULTING FROM OR ARISING OUT OF ANY ACTIVITIES OR OPERATIONS RELATED TO THE EVENT, AND FOR, FROM, AND AGAINST ANY AND ALL CLAIMS, EXPENSES AND LIABILITIES INCURRED OR ARISING OUT OF OR RELATING TO ANY SUCH CLAIM, THE INVESTIGATION THEREOF, OR THE DEFENSE OF ANY ACTION OR PROCEEDINGS BROUGHT THEREON, AND FOR, FROM, AND AGAINST ANY AND ALL ORDERS, JUDGEMENTS OR DECREES WHICH MAY BE ENTERED RELATING THERETO, THE REQUESTER HEREBY ATTESTS THAT THE REQUESTER HAS REVIEWED THE RELEASE PROVISION SET FORTH HEREIN WITH THE REQUESTER'S ATTORNEY OR COUNSEL AND THAT THE REQUESTER UNDERSTANDS THE MEANING OF SUCH RELEASE PROVISIONS. THE RELEASE PROVIDED IN THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS AGREEMENT.



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BY MY EXECUTION OF THIS AGREEMENT, I HEREBY AGREE TO INDEMNIFY, PROTECT, DEFEND, AND SAVE AND HOLD HARMLESS EACH OF THE RELEASE PARTIES (AS SUCH TERM IS DEFINED ABOVE) FOR, FROM AND AGAINST ANY AND ALL CLAIMS (AS SUCH TERM IS DEFINED ABOVE) THAT ANY AND EACH OF THE RELEASE PARTIES MAY INCUR OR THAT MAY ARISE OUT OF, OR IN ANY WAY RESULT FROM OR RELATE TO ANY ACTIVITIES OR OPERATIONS RELATED TO THE EVENT, OR THE REQUESTER'S OR ANY OF THE REQUESTER'S DIRECTORS, OFFICERS, AGENTS, MEMBERS, CONTRACTORS, EMPLOYEES, INVITEES, CUSTOMERS, FAMILY MEMBERS, GUEST, HEIRS, OR PERSONAL REPRESENTATIVES USE OF, OR OCCUPANCY IN THE FACILITY, OR ANY IMPROVEMENTS LOCATED ON, OVER, UNDER, OR WITHIN THE FACILITY.

THE REQUESTER HEREBY ATTESTS THAT HE OR SHE HAS REVIEWED THE INDEMNIFICATION PROVISIONS SET FORTH HEREIN WITH HIS OR HER ATTORNEY OR COUNSEL AND THAT HE OR SHE UNDERSTANDS THE MEANING OF SUCH INDEMNIFICATION PROVISIONS. THE INDEMNIFICATION PROVIDED IN THIS PARARAPH SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

Signature: _____

Printed Name: _____

Date: _____



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CHECKLIST

- Completed Request Details Form
- Site Map with location of setup
- Vendor Certificate of Insurance
- Signed Event Agreement
- Refundable Deposit check