

Waterfall Crossing Condominiums Clubhouse Rental Agreement

The Waterfall Crossing Condominiums Clubhouse is available for rental by Homeowners in good standing of the Waterfall Crossing Condominiums Homeowners Association "Good standing" requires dues current and no unresolved issues. Reservations will be taken on a first-come, first-served basis. The reservation occurs upon receipt of the deposit check made payable to Waterfall Crossing Condominiums and this signed contract.

Purpose of Reservation: _____

Date of Use: _____ Time In: _____ Time Out: _____

Current Homeowner ("Renting Party/Renter") agrees to the following rules, terms and conditions:

1. The clubhouse is available for private functions/parties with a rental deposit of \$100.00 payable (\$50 non-refundable usage fee) by personal check to Waterfall Crossing Condominiums which homeowner is to provide with this signed agreement Any damages will be deducted from the deposit based on repair and/or replacement costs. Additional charges may be incurred depending on the extent of the damage. No tape or thumbtacks may be used for decorating. Tables and chairs may be used on the premises. No furnishings or equipment may be removed from the clubhouse – either for personal or HOA use. Any repair costs, fines or charges in excess of the \$50.00 shall be posted to the Renting Party's account. Checks will be held unprocessed for up to 30 days after your event provided there is no damage caused during the event or clean-up left unattended. If damage or a failure to clean-up is noticed after the event, the deposit check will be immediately processed.
2. The homeowner is responsible for cleaning and leaving the interior of the Clubhouse and the grounds surrounding the clubhouse in an orderly and clean condition, including without limitations, the restrooms, kitchen area and all furniture and fixtures. Failure to follow the cleaning requirements will result in a non-refund of your \$50 deposit and possible additional charges. No deposit will be returned until the clubhouse is cleaned as required and the premises is inspected by the property manager or an HOA Board Member.
3. Only Waterfall Crossing Condominiums homeowners may reserve the clubhouse and **MUST BE PRESENT** for the ENTIRE TIME of the rental. The Homeowner will be held responsible for the conduct of their guests.
4. Homeowners are allowed to reserve the clubhouse a maximum of once a month, based on demand. If a second use is requested, it cannot be reserved until after the first event has occurred.
5. Clubhouse hours are from 8:00 am to 11:59 pm. The Clubhouse is obligated to be operated under all City codes and ordinances. No overnight use is permitted. The clubhouse is for private use only. Small business-related parties for up to only 25 people are allowed. Any exceptions to this policy would need to be approved by the HOA board.
6. **NO SMOKING** or vaping is allowed in the Clubhouse, restrooms, pool area or anywhere on the premises. No cigarettes shall be thrown onto the grounds of the Clubhouse or premises.

7. The homeowner is responsible to provide cleaning supplies and trash bags for use during their reservation. Basic cleaning supplies are available for quick clean-ups during an event, and a toilet brush for cleaning toilets; the renting party is responsible to furnish all other cleaning supplies.
8. All trash and debris must be removed from the clubhouse and surrounding grounds.
9. Restrooms will be open and available to those in the Clubhouse as well as for the residents at the Pool during the summer.
10. The homeowner and their guests are NOT allowed on the pool deck unless the pool is officially open to all residents.
11. The swimming pool, and deck area are for the Waterfall Crossing Condominiums community and cannot be reserved as part of the Clubhouse function. At no time shall a function at the Clubhouse encroach upon these areas.
12. NO PETS are allowed in the Clubhouse or on the Clubhouse grounds, including the pool area and playground.
13. Undue noise is not allowed. There is a local noise ordinance in Dallas County; surrounding residents may call the police if you are disturbing the peace.
14. No glass containers are allowed in the parking lot, pool deck, and / or in the children's playground.
15. The Association reserves the right to enter the Clubhouse and terminate any function should the conduct of any person using the Clubhouse endanger the health, safety or welfare of any person, constitute a threat to the Clubhouse or other property, or reasonably interfere with the peace and enjoyment of the residents of Waterfall Crossing Condominiums.
16. The homeowner understands and agrees to abide by all local, state and federal laws and ordinances that pertain to residents, guests and invitees while using the Clubhouse. The Renting Party understands that any violation shall be grounds for immediate termination of the right to use the Clubhouse. Any such termination shall not waive or change the renter's obligation hereunder.
17. The Homeowners Association Board reserves the right to refuse to rent the clubhouse for any purpose it deems to be detrimental to or not in the best interests of its members. It further reserves the right to refuse to rent the facilities on any dates and at any time it deems inappropriate or inconvenient.
18. It is agreed that all deposits, legal fees, actual costs and expenses incurred by the Association as a result of the use of the Clubhouse under this Agreement shall be considered an assessment and constitute a lien against the property of the renting homeowner, and shall be fully collectible.
19. The Renting Party agrees that any violation of Waterfall Crossing Condominiums Clubhouse Rules shall be grounds for immediate termination of the right to use the Clubhouse.

Homeowner's Printed Name: _____

Homeowner's Address: _____

Phone: _____ Email: _____

Homeowner's Signature: _____ Date: _____