



Villages of Westcreek
Owners' Association

Use Contract
for
Community Center Activity Room

This Contract to use the Community Center Activity Room ("Contract") is entered by and between _____ ("Homeowner/Resident") and the Villages of Westcreek Owners' Association ("Association").

Homeowner desires to have the exclusive use of the Community Center Activity Room Facility ("Facility") hereafter described during the time shown below.

_____ Activity Room 1 and 2 with use of kitchen _____ # of guests expected

_____ Activity Room 1 with use of kitchen

_____ Activity Room 2 without use of kitchen

_____ I will serve alcohol at this function. I understand the serving of alcohol requires that monitoring of the function be done by Association provided law enforcement personnel and that clean-up service is mandatory. Both of these services are extra charges. By initialing this portion of the contract, I understand and accept these conditions.

_____ I will not serve alcohol at this function. By initialing this portion of the contract, I understand that I will forfeit my Reservation/Damage Deposit of \$200 should any of my guests consume alcohol in the facility or on the premises.

_____ Large Party Fee. Any event with over 100 attendees will require Association-provided law enforcement personnel for monitoring the event. This service is an extra charge. This fee does not apply when Association-provided law enforcement personnel is already required, i.e., when liquor is served.

The Association has agreed to allow Homeowner/Resident to have such use of the Facility only upon the terms and conditions contained in this Contract, which terms and conditions Homeowner/Resident accepts.

Now, therefore, in consideration of the agreements and covenants contained in this Contract, which the parties acknowledge is sufficient consideration, Association and Homeowner/Resident agrees as follows:

- 1. Right to Use. Homeowner/Resident shall have the exclusive permission to use the above-indicated Facility, on _____, 20____, between the hours of _____ (CST) and _____ (CST) solely for the purpose of _____.

2. Reservation/Damage Deposit and Fees. A contract must be completed and signed at the time of the event booking. The contract will be accompanied by 2 forms of payment (checks, money order(s), cash, certified check(s), etc.). The first payment will be for \$200.00 as a Reservation/Damage Deposit, which will be returned to the Homeowner/Resident by US Mail if no damage is noted during the post-event inspection and if the Deposit has not been forfeited pursuant to this contract.

The second payment will be for the Usage Fee. A Usage Fee will apply for exclusive use of this Facility and this fee will be based upon the most current exclusive usage fee in effect at the time the facility is booked.

I understand that the facility cannot be reserved exclusively for my use until VWOA has received and accepted both of the aforementioned payments and completed the contract.

a. Facility will be inspected by an employee of the Association before and after the event.

b. If damage to the Facility is found, the Association shall deduct from the Reservation Deposit any repair expenses resulting from damage to the Facility by the Homeowner. *Also see paragraph 6 for Liability, Clean up and Damage.*

3. *Refunds.* *There will be no refunds if the cancellation is within four weeks (28 days) prior to the event. If the cancellation is made more than four weeks (28 days) prior to the event, a \$50.00 Rebooking Fee will be deducted from the refund.*

4. **INDEMNITY. HOMEOWNER/RESIDENT SHALL INDEMNIFY AND SAVE HARMLESS THE ASSOCIATION, THEIR OFFICERS, DIRECTORS, AGENTS, LEGAL REPRESENTATIVES, AND EMPLOYEES FROM ALL LIABILITY, SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER, TYPE OR DESCRIPTION BROUGHT OR MADE FOR OR ON ACCOUNT OF ANY AND ALL LOSSES, INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY THE HOMEOWNER/RESIDENT OR HOMEOWNER'S/RESIDENT'S FAMILY, EMPLOYEES, GUESTS (INVITED OR UNINVITED), PATRONS, VISITORS (INCLUDING CATERERS), OR ANY OTHER PERSON OR PERSON'S PROPERTY, ARISING OUT OF, OR OCCASIONED BY THE USE OF THE FACILITY, EVEN IF THE INDEMNIFIED PARTY(IES) WERE ALLEGEDLY NEGLIGENT.**

THE ASSOCIATION, THEIR OFFICERS, DIRECTORS, AGENTS, LEGAL REPRESENTATIVES, AND EMPLOYEES SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND SHALL BE SAVED AND HELD HARMLESS BY HOMEOWNER/RESIDENT OR HOMEOWNER'S/RESIDENT'S FAMILY, EMPLOYEES, GUESTS (INVITED OR UNINVITED), PATRONS, VISITORS (INCLUDING CATERERS), OR ANY OTHER PERSON OR PERSONS FROM AND AGAINST ANY AND ALL CLAIMS AND DAMAGES OF EVERY KIND, FOR INJURY TO OR DEATH OF HOMEOWNER/RESIDENT OR HOMEOWNER'S/RESIDENT'S FAMILY, EMPLOYEES, GUESTS (INVITED OR UNINVITED), PATRONS, VISITORS (INCLUDING CATERERS), OR ANY OTHER PERSON OR PERSONS AND FOR

DAMAGE TO OR LOSS OF PROPERTY, ARISING OUT OF OR ATTRIBUTED, DIRECTLY OR INDIRECTLY, TO THE ASSOCIATION'S OPERATIONS AND THE HOMEOWNER'S/RESIDENT'S USE OF THE FACILITY, EVEN IF THE INDEMNIFIED PARTY(IES) WERE ALLEGEDLY NEGLIGENT.

The Association, their officers, directors, agents, legal representatives, and employees shall not be liable to Homeowner/Resident, or Homeowner's/Resident's family, employees, guests (invited or uninvited), patrons, visitors (including caterers), or any other person or persons for any damage to person or property, caused by the negligence of the Association or due to the Facility or any appurtenances being improperly constructed, or being or becoming out of repair, nor for any damage from any defects or want of repair of any part of the Facility. Homeowner/Resident accepts the facility as suitable for the purposes for which it is used and accepts the building and each and every appurtenance, and waives any defects, and agrees to hold the Association harmless from all claims for any such damage, including attorney's fees and any other claims and expenses incident thereto.

5. **Conduct of Guests.** Homeowner/Resident is solely responsible for the conduct of guests at the Facility incidental to or during the time of the use hereby contemplated. The Homeowner/Resident must be present at all times during such period as the Facility is used by their guests.

6. **Liability for Clean up and Damage.** Homeowner/Resident shall be responsible for vacating the Facility in a timely manner (not more than 60 minutes) following the event for which this Contract is entered; this additional period is granted solely for the removal of personal items and trash from the premises. Homeowner/Resident agrees to reimburse the Association, immediately upon demand, any additional sums required in addition to the standard cleaning fee for clean-up, repair or replacement of the Facility, and any damage or destruction to the Facility, which occurs as a result of the conduct of Homeowner/Resident or the guests of said event. If Homeowner/Resident fails to make reimbursement upon demand, then any and all future payment of any amount from the homeowner will be applied to the expense of clean-up, repair or replacement.

____ 7. **I will have outside vendor(s) present at the event. (Examples: bouncy house, moon walk ponies, etc....). If a vendor will be present, it is the responsibility of the Homeowner/Resident to provide a copy of the vendor's certificate of liability insurance no later than one week _____ e prior to the event. If the certificate is not received, the vendor will not be allowed to set up at the event.** By initialing this portion of the contract, I understand and accept these conditions.

____ 8. **I will not have outside vendors present at the event.** By initialing this portion of the contract, I understand that should I have a vendor present, he/she will not be allowed to set up at the event.

9. **Control of Function.** The use of the facility shall be subject at all times to the control and supervision of the Association and/or the Board of Directors or any designated representative, who may, without notice to the Homeowner/Resident, demand cessation of any function and request guests to leave the facility.

10. **Termination.** Any officer, agent, and/or employee of the Association shall have the right to terminate this Contract for any reason including, but not limited to, non-payment of fees or deposits.

11. **Assignment.** This Contract may not be assigned by Homeowner/Resident.

_____ 12. **Access.** Exclusive access to the Facility is not granted until the hours stated above in this contract and the Homeowner/Resident is present. The Homeowner/Resident must be in possession of a valid VWOA Identification Card. Decorating for an event will not exceed sixty (60) minutes prior to the scheduled start time of the event. If additional time is required, the time will be charged at the initial hourly rate.

13. **Other Terms and Conditions.**

a. Homeowner/Resident will not use the Community Center for Religious services or activities.

b. Homeowner/Resident will not deface, destroy, remove, or disturb Community Center property or equipment.

c. When decorating, the Homeowner/Resident will **not use thumbtacks, push pins, and adhesive tape of any kind within the facility. Detected use of any of these items will result in loss of the Reservation/Damage Deposit.** Sticky Tak, or similar products that do not leave marks or holes in the wall surfaces may be used.

d. Homeowner/Resident will remove any items tied in the structure with string, ribbons or rope prior to leaving the facility no later than one hour after the "end-time" booked.

f. **NO FIREWORKS ARE ALLOWED IN THE PARKING LOT OR IN THE VICINITY OF THE COMMUNITY CENTER.** Such use of fireworks will result in forfeiture of the Reservation/Damage Deposit

14. Entire Agreement. This Contract contains the entire agreement among the parties regarding the subject matter hereof.

Homeowner/Resident: _____
 (Signature) (Date)

 (Printed Name) (Daytime Phone)

 (Address)

Deposit and Usage Fee checks shall be in the name of the Villages of Westcreek Homeowner/Resident and be signed by said person.

For Office Use:

_____ (Check #)	_____ Security Deposit	_____ (Date)	_____ (Amount)	_____ (Returned date)	_____ (Initial)
_____ (Check #)	_____ Usage Fee	_____ (Date)	_____ (Amount)		
1 st Four (4) Hours (Min 3)		_____ X \$_____	= \$_____		
Additional Hours		_____ X \$_____	= \$_____		
Monitoring (Mandatory With Alcohol)	_____ Officer(s) X	_____ Hours X \$25.00	= \$_____		
Closing Hour (Mandatory With Alcohol)	1 Officer X \$25.00	= \$_____			
Clean Up (Mandatory – All Parties)	Full Room \$60.00 = \$60.00 } Circle One				
	Half Room \$45.00 = \$45.00 }				
Large Party Fee (One Officer) (Over 100 People Present)		_____ X \$25.00	= \$_____		
TOTAL >>>>>>>>			\$_____		

For the Villages of Westcreek Owner's Association:

This Homeowner/Resident is in good standing through the event date. _____
 (Printed Name) (Daytime Phone) (Initials)

 (Printed Position within the Assn)

 (Signature) (Date)