

APACHE SHORES PROPERTY OWNERS ASSOCIATION
14919 General Williamson Drive Austin, Texas 78734
Office: (512) 266-2719 Fax: (512) 266-3910
Website: www.apacheshorespoa.com

COMMUNITY HALL RENTAL AGREEMENT

Date

Member/Renter Name: (please print)

Renter must submit completed ASPOA Amenities User Form and it must be attached to this application

Address

Phone: Home

Phone: Work/Mobile

Reservation Date: _____

Hours of Event: FROM: _____ TO: _____

Number of hours: _____ Rental Fee: _____

Security Deposit: \$250.00 (paid in advance to secure your requested date)

Daily Rental Fee: \$125.00

Hourly Fee: \$30.00 per hour

Additional hours: \$100.00 per hour after Midnight.

Type of Event: _____

Number of guests: _____

I, the undersigned, a member/renter of the Apache Shores Property Owners Association, agree to abide by the rules and the responsibilities set out in the above schedule concerning use of the Community Hall.

I further agree to indemnify and hold ASPOA free and harmless from any and all liability for injury to or death of any person, or for damage to property arising from the use of the Community Hall by me, or from the act or omission of any person or persons, including myself, on or about the Community Hall with the express or implied consent of myself.

Owner/Renter Signature

Phone

Address

Section

Block

Lot:

Signature of ASPOA Designated Agent

Date Received & Approved

APACHE SHORES PROPERTY OWNERS ASSOCIATION

POLICIES AND PROCEDURES FOR RENTAL OF THE COMMUNITY HALL

1. The Community Hall is available to members of the ASPOA only.
2. The daily rental fee is \$125.00 per day or an hourly rental fee of \$30.00 (short term rental).
3. Hours of availability will be from 8:00 AM until Midnight.
If the event last past midnight, the member is subject to a \$50.00 per half hour rental fee increase and possible loss of rental privileges for the remainder of the calendar year.
4. The number of guests is limited to 100, and NO SMOKING is allowed. In compliance with the Hudson Bend Volunteer Fire Department safety codes.
5. A \$250.00 security deposit will be charged for each rental, and must be paid in advance to secure the requested rental date. The ASPOA retains the right to deposit all checks received for security deposits into it's operating account to ensure accessibility of funds in case of damage to the Community Hall. At the discretion of the designated ASPOA agent this procedure may be waived. The security deposit will be returned within five (5) business days, provided all terms and conditions of the Community Hall Rental Agreement has been satisfied.
6. No fees or charges may be imposed or collected from guests, and the facilities may not be used for commercial purposes. Donations from guests and thank you gifts for donations are acceptable.
7. No immoral, illegal or other such activities are allowed on the premises. No alcoholic beverages of any sort may be served to any minor.
8. The member making the reservation is responsible for the facilities, equipment, and the surrounding grounds, including cleaning and returning all equipment to its proper location. If the member is absent from the hall at any time, a responsible adult must be assigned to oversee activities. Whether absent or present, the member is ultimately responsible for any inappropriate activity or damage occurring during the time of use.
9. The key for the Community Hall will be given to the member on the day of the rental, unless prior arrangements have been made and approved by the appropriate ASPOA designated agent.
10. Cleaning of the Community Hall must be completed immediately after the time of use, unless prior arrangements have been made and approved by the appropriate ASPOA designated agent
11. Any costs incurred by the ASPOA to repair damage to the equipment or facilities, or any additional expenses (such as professional cleaning) resulting from usage of the rental hall by the member will be the liability of the member and will be deducted from the security deposit.
12. The key for the Community Hall may be returned in the secured mail box or to the appropriate ASPOA designated agent.
13. Reservations are confirmed when the following has been received by the ASPOA designated agent.

- | | |
|--|-------|
| (1) \$125.00 Check or Money Order for Rental Fee | _____ |
| (2) \$250.00 Check or Money Order for Damage Deposit | _____ |
| (3) Completed Usage Agreement Contract | _____ |
| (4) Release and Indemnity Agreement | _____ |

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RELEASE AND INDEMNITY AGREEMENT

THIS RELEASE AND INDEMNITY AGREEMENT is executed between APACHE SHORES PROPERTY ASSOCIATION, INC., a Texas corporation ("Lessor") and _____ ("Lessee") and relates to the Lessee's use of Lessor's Community Hall facility (the "Premises").

RECITALS:

WHEREAS, Lessor is the owner of the Premises, the subject of this Release and Indemnification Agreement; and

WHEREAS, Lessor has agreed to lease the Premises to Lessee commencing on the ____ day _____, 20__ and continuing through and including the ____ day of _____, 20__ and

WHEREAS, Lessor and Lessee agreed that as a condition to the lease of the Premises by the Lessee, the Lessee shall release and indemnify Lessor from any and all claims arising out of the lease of the Premises by Lessee;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged the Lessee agrees as follows:

1. Release. The undersigned further agrees that no alcoholic beverage of any sort will be served to any minor, either in the Premises or on any other common element of the Apache Shores and that the undersigned agrees to be fully and wholly responsible for any and all accidents or claims that may arise as result of any accident or any other action on or in the Premises during the time that the undersigned has the Premises leased. This shall be considered a full assumption of all liability for guests or any one in attendance on or at the Premises during the time that the undersigned has the Premises leased, and shall include a complete release of the ASPOA, its Board of Directors, Officers, Employees, Agents and its Owners.

2. Indemnity. The Lessee hereby indemnifies and agrees to defend and hold harmless ASPOA, its Board of Directors, Officers, Employees, Agents, and Owners (the "Indemnified Parties"), from and against any and all claims, liabilities, causes of action damages and expenses (including reasonable attorneys' fees) asserted against or incurred by the Indemnified Parties which arise out of the acts or omissions of the Lessee in connection with its lease of the Premises.

EXECUTED _____ Of _____ 20____
Date: Month: Year:

LESSOR: (ASPOA)

LESSEE: (MEMBER)

ASPOA Designated Agent Signature

Member/Renter Signature

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CLEANING:

1. All chairs must be cleaned, folded and stacked in the storeroom to the right of the stage.
2. All tables must be cleaned, folded and placed in the storeroom or next to wall.
3. The floors must be swept, mopped and cleaned of any chewing gum or other sticky substance. Front door and spills on walls must be wiped clean.
4. The restrooms must be cleaned and mopped. Mirror, sink and toilets cleaned.
5. Remove all garbage (you will need to furnish your own trash bags).
6. Kitchen area wiped down, clean out refrigerator, clean microwave inside and out.
7. All lights, fans, heater and/or air conditioning units must be turned off.
8. All banners, streamers, signs attached to walls or ceiling must be taken down. Our walls and ceilings are new so please attach items with masking tape only to avoid damage to walls/ceilings.
9. You must supply your own cleaners, soaps, trash bags, etc.
10. A designated ASPOA agent will check the party barn and determine that the facility has been properly cleaned. If it is determined that it has not been properly cleaned then it will be cleaned by the association's crew and deducted from the security deposit.
11. Any cost to repair damages will be deducted from the deposit.

APACHE SHORES CHECKLIST FOR REFUND OF COMMUNITY HALL RENTAL DEPOSIT

Member/Renter:

Date of Rental:

- | | | |
|------------------|-------|-------------|
| 1. CEILING | OK___ | NOT OK_____ |
| 2. WALLS | OK___ | NOT OK_____ |
| 3. FLOOR | OK___ | NOT OK_____ |
| 4. REFRIGERATOR | OK___ | NOT OK_____ |
| 5. MICROWAVE | OK___ | NOT OK_____ |
| 6. KITCHEN | OK___ | NOT OK_____ |
| 7. BATHROOMS | OK___ | NOT OK_____ |
| 8. FIXTURES | OK___ | NOT OK_____ |
| 9. TABLES/CHAIRS | OK___ | NOT OK_____ |
| 10. TRASH | OK___ | NOT OK_____ |
| 11. BUILDING | OK___ | NOT OK_____ |
| 12. OUTSIDE AREA | OK___ | NOT OK_____ |

ASPOA Designated Agent Signature:

Date: