



Account # \_\_\_\_\_

# GREAT NORTHWEST FACILITIES RENTAL AGREEMENT

8809 Timberwilde Dr. | S.A., TX. 78250 | 210.681.8923

## PREMISES LOCATION. **PLEASE INITIAL ACCORDINGLY AS THE FOLLOWING ARE NOT HIGHLIGHTED:**

A. \_\_\_\_\_ **CALLANEN HALL** to include the kitchen, hall foyer, restrooms, and parking area (**first-come basis**) located at the Great Northwest Lodge located at **8809 Timberwilde Drive**. These premises will be provided in a clean manner and will include plants, and seasonal decorations. Member/Designee may move plants but **must** replace them in their original locations when the event concludes.

B. \_\_\_\_\_ **GNW holiday decorations** may be set up in Callanen Hall in the month of December and will not be moved.

C. \_\_\_\_\_ **FLORES HALL** to include the kitchen, restrooms, fenced-in backyard area, facility entrance and parking area (**first-come basis**) located at the Emerald Valley campus located at **9310 Timber Path**.

D. \_\_\_\_\_ **SILVER CREEK POOL** to include the pools, Barefoot Café counter, BBQ grill when requested (**must** be cleaned or risk deposit loss), pool decking and other seating areas inside the perimeter fencing of the pool area, restrooms, and parking area (**first-come basis**) located at **8809 Timberwilde Drive**. These premises will be provided in a clean manner. **Member/Designee** may use and move tables and chairs but must replace them in their original locations when the event is concluded. *Potted plants may not be moved.*

E. \_\_\_\_\_ **EMERALD VALLEY POOL** to include the pools, Flip Flop Café counter, BBQ grill when requested (**must** be cleaned or risk deposit loss), pool decking and other seating areas inside the perimeter fencing of the pool area, restrooms, and parking area (**first-come basis**) located at **9310 Timber Path**. These premises will be provided in a clean manner. **Member/Designee** may use and move tables and chairs but **must** replace them in their original locations when the event is concluded. *Potted plants may not be moved.*

**The Member hereby declares that the facility selected will be used as described above and understands that the number of security and other staff required is dependent upon the number of people attending.** \_\_\_\_\_

1. **NOTICES** - All notices or written communications hereunder shall be in writing and deemed to have been properly given: **(a)** upon delivery, if delivered in person **(b)** one business day after having been deposited for overnight delivery with any reputable overnight courier service, or **(c)** three business days after having been deposited in any post office and sent by certified mail, postage pre-paid, and addressed to the party at the address herein. \_\_\_\_\_
2. **SECTION HEADINGS AND INTERPRETATION** - Section headings are for convenient reference only and shall not affect the meaning or have any bearing on the interpretation of any provision of this Agreement. Where required for proper interpretation, words in the singular shall include the plural; the masculine gender shall include the neuter and the feminine, and vice versa. This Agreement is a negotiated agreement and shall be construed without regard to the identity of the persons who drafted it. Every provision of this Agreement shall be construed as though all parties participate equally in drafting thereof; and any legal rule or construction of a document is to be construed against the drafting party shall not be applied and is expressly waived. \_\_\_\_\_
3. **USE BY ASSOCIATION** - The Association agrees that the Member shall have quiet and exclusive use of the premises, for the period, and for the event as set out herein. The Member understands and agrees that other portions of the building in which the event is being held and that are not premises reserved for the Member's use herein, shall be available for use by the Association, its employees, licensees, permittees and/or contractors, for business and other purposes at the same time as the Member's event at the sole discretion of the Community Manager. \_\_\_\_\_
4. **ASSIGNMENT** - The Association hereby grants to the Member the non-assignable right to use the Great Northwest facility and furnishings as described herein, **unless explicitly noted and in writing on the signed contract agreement**. Such consent may be withheld or conditional when granted by the Association, at its sole discretion.
  - a. **Addition of designee**- In instances when the Member rents on behalf of a non-Great Northwest resident or designates an additional party in their contract, it is incumbent upon the Member to effectively convey and share all pertinent information herein. Failure to fulfill this responsibility does not release the Member or designated individual from the obligation of adhering to the terms of the contract agreement and its established rules. Any costs related to damage or forfeiture of a refund deposit is the sole responsibility of the Member. \_\_\_\_\_



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5. **EVENT ADVERTISING** - The Member hereby agrees that, in naming or advertising the event for which the Member is reserving Association premises, the Member will not name or otherwise advertise the event or permit the event to be named or advertised so as to indicate or imply that the event is initiated, sponsored, or endorsed by the Board of Directors of the Association, any of its committees, or the Association itself, unless such naming or advertisement is specifically permitted by written resolution of the Community Manager. The Member further agrees that, in the event of violation of the provisions of this paragraph, this Agreement may be canceled without notice to the Member and the fees and deposits shall be forfeited to the Association as liquidated damages. \_\_\_\_\_
6. **ASSOCIATION'S RIGHT TO INSPECT DURING EVENT** - The Community Manager or any employee or agent of the Association authorized by the Community Manager shall have the right to inspect the premises during the Member/Designee's event and in the event that any of the rules and regulations of the Association are not being observed and kept, shall have the right to immediately terminate this Agreement or require any person or entire party to leave premises. In the event of termination, *all fees and deposits shall be forfeited to the Association as liquidated damages.* **COOLERS ARE SUBJECT TO INSPECTION TO ENSURE COMPLIANCE WITH ALCOHOL GUIDELINES.** \_\_\_\_\_
7. **ENTIRE AGREEMENT** - This Agreement contains the entire agreement and understanding between parties relating to the rental of the premises, and supersedes any other agreement or understanding, whether written or oral. **No promises or verbal agreements made outside this written agreement will be honored.** \_\_\_\_\_
8. **AMENDMENT OF AGREEMENT** - This Agreement may be amended at the request of the Member to include added hours, security, setup, and a contract designee. Amendment shall be made in writing on the *original* copy of this agreement and initialed by both the Member *and* an authorized signatory of the Association. *The parties agree that no such amendment of this Agreement shall be permitted less than twenty-one (21) calendar days prior to the date of the event. For the purposes of this Agreement, calendar days shall not include the day of amendment and the day of the event.* \_\_\_\_\_
9. **RULES** - The Member agrees to be responsible for the strict observance of and adherence to the rules and regulations of the Association regarding the use of and conduct permitted in/on the premises by all those attending the Member's event. *The Member agrees that in the event of violation of said rules and regulations, the Association shall have the right within its sole discretion, to immediately cancel this agreement without notice, and all fees and deposits shall be forfeited to the Association as liquidated damages.* \_\_\_\_\_
10. **CONDUCT** - The Member agrees to be solely responsible for the conduct of guests and others on said premises incidental to and during the event. Unruly guests may be asked to leave by the party manager or security. **The member/designee hereby agrees to be always present during setup, the event and clean-up.** The member/designee is not required to be present when setup and clean up are done by the Association Private Party Manager. \_\_\_\_\_
11. **ADULT SUPERVISION** - If the event is to be primarily attended by minors, the Member agrees that adult supervisors shall be present in a ratio of one (1) adult supervisor for every ten (10) minors. For the purposes of this paragraph, a minor is a person under the age of twenty-one (21) years of age and an adult is a person at least twenty-one (21) years of age.
12. **PATIO USE – Callanen Hall (8809 Timberwilde);** located between Callanen Hall and Silver Creek pool. Guests/individuals under the age of fourteen (14) are strictly prohibited from accessing the patio area, *even* when accompanied by an adult. When contracted for alcohol, the use of kegs, margarita machines, and other alcoholic drink/beverage distribution units where condensation may collect, is strictly regulated to patio setup. Coolers and ice chests must be stored on the patio throughout the event. Setup of the Association's event tables and chairs is **prohibited** outside of indoor hall use. \_\_\_\_\_  
**Flores hall (9310 Timber Path);** located at the immediate front entrance of hall *and* right-side kitchen area exit. When contracted for alcohol, the use of kegs, margarita machines, and other alcoholic drink/beverage distribution units is strictly regulated to patio setup. Coolers and ice chests *must* be stored on the patio throughout the event. Setup of the Association's event tables and chairs is prohibited outside of indoor hall use. \_\_\_\_\_



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13. **PARKING**- Event parking operates on a first-come, first-served basis, as availability is impacted by pool, hall, or community amenity usage. In cases of limited parking, attendees are directed to utilize the following locations: **Silver Creek (8809 Timberwilde)** hall or pool- Side street parking, where the flow of traffic is not impeded, SC Soccer field parking lot. **Flores Hall (9310 Timber Path)** hall or pool- Side street parking, where the flow of traffic is not impeded, Flores hall basketball parking lot. \_\_\_\_\_
- a. Insufficient parking availability does not entitle the Member to receive a refund when Member cancels the event due to parking.
14. **ALCOHOL** – *When paid and contracted, alcohol is to be served/consumed during the last four (4) hours of contracted event time. Additional hours of security may be paid and contracted at an additional cost to member/designee. Service or consumption of alcohol on association premises must first include the payment and contract of the association’s security company.* The Member assumes responsibility to control and limit the use of alcohol by all those attending the event including minors, both in the facility and on its grounds and parking areas. *Failure to properly control alcohol use, whether or not alcohol is being served or used with the knowledge of the Association, may, at the sole discretion of the Association, result in the immediate termination of the event without notice, and all fees and deposits shall be forfeited to the Association as liquidated damages. The Member understands and agrees police will be notified of any apparent illegal use of alcohol. **COOLERS ARE SUBJECT TO INSPECTION TO ENSURE COMPLIANCE WITH ALCOHOL GUIDELINES. Guests who fail to adhere to the designated start time for service and consumption of alcohol may be asked to stop drinking, exit the event, or at the sole discretion of the Private Party Manager, be terminated immediately without further notice, and all fees and deposits shall be forfeited to the Association as liquidated damages.*** \_\_\_\_\_
15. **ALCOHOL AND MINORS** - If the Association’s Private Party Manager in attendance at the event believes that minors have been or are using alcohol unlawfully while at the event, the Member agrees the Association staff or security guards are authorized to demand identification from such persons to confirm their age. *If identification is refused or it is confirmed that a minor has been illegally consuming alcohol, the event may, at the sole discretion of the Private Party Manager, be terminated immediately without further notice, and all fees and deposits shall be forfeited to the Association as liquidated damages. The Member understands and agrees that police will be notified of any apparent use of alcohol by minors.* \_\_\_\_\_
16. **NARCOTICS AND CONTROLLED SUBSTANCES** - The Member agrees that evidence of any use or distribution whatsoever of a narcotic or other controlled substance at the event will result in the immediate termination of the event and all fees and deposits shall be forfeited to the Association as liquidated damages The Member understands and agrees that police will be notified of any apparent use or distribution of drugs. \_\_\_\_\_
17. **CANCELLATION OF EVENT BY ASSOCIATION** - The Member hereby agrees that in the event that the Agreement is canceled by the Association such cancellation may be given without notice if necessary and the Member/Designee shall be entitled to reschedule their rental or have a full refund and such payment shall be considered final satisfaction of any and all claims the Member may have against the Association arising out of this Agreement. The Member further agrees that the Association shall not be liable to the Member for any other payments, damages or losses of any kind claimed or resulting from such cancellation. **Cancellation may occur if either or both of the following occurs:**
- a. **BUILDING, POOL, EQUIPMENT FAILURE OR STORM DAMAGE** - In the event that the premises becomes or is unusable or otherwise unfit for the use identified herein or on the date set out herein because of the destruction, partial destruction or damage to or failure or partial failure of said premises, electrical, plumbing, heating, cooling or other mechanical, electrical, utility or structural systems, or because of flooding, windstorm, windblown water, lightening, earthquake or other acts of God, or for any other type of conflict, or due to inadvertent over-booking of the Facility by the Association. \_\_\_\_\_
- b. **POOLS** - In the event that a pool becomes or is unusable or otherwise unfit for use identified herein or on the date set out herein, because of the threat of unsafe weather conditions or other conditions or provided that the Member/Designee leaves the premises. \_\_\_\_\_
- i. In the event that inclement weather are present or forecasted, no refunds will be granted once the Member or their guests enter the pool area (outside of the patio). Notice of weather-related cancellation or rescheduling must be made by the Member no less than six (6) hours prior to event start-time to receive refund. In the event that the Association must close the pool(s) due to inclement weather, Member is eligible for a full refund or the option to reschedule at next available date. \_\_\_\_\_



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- 18. CANCELLATION OF EVENT BY MEMBER** - Cancellation of the event by the Member will mean the Member will lose their deposit unless the event is cancelled for any of the following reasons: death, hospitalization, or serious illness of an immediate family member, which is defined as Member, their spouse, Member's parent(s), or children. When required by association, Member is responsible for providing a document completed by an independent party confirming reason for cancellation when submitting written cancellation request. The Member will lose their deposit whenever an event is cancelled for any reason than those identified in the preceding paragraph. \_\_\_\_\_
- a. **Hall cancellation due to delayed arrival time**- In the event of a Member's failure to arrive by the contracted time, a designated 2-hour grace period (setup time) will be observed before the Association reserves the right to cancel the Member's event. Should cancellation be necessary, the Member will be eligible for a refund limited to only the refund deposit amount. \_\_\_\_\_
  - b. **Pool cancellation due to delayed arrival time**- In the event of a Member's failure to arrive by the contracted time, a designated 30-minute grace period will be observed before the Association reserves the right to cancel the Member's event. Should cancellation be necessary, the Member will be eligible for a refund limited to only the refund deposit amount. \_\_\_\_\_
- 19. RETURN OF REFUND DEPOSIT** - The Association agrees to refund the damage deposit on the *next* normal accounts payable cycle after event has taken place and the request processed. This will occur not later than thirty (30) days after the date of cancellation of said event in accordance with the provisions of this Agreement, or the date the event is held. The amount of returned refund is contingent on the following: damage to facility and its contents or furnishings, remaining on premises beyond contracted event time or when rules are not adhered to. Refund will be mailed to the Member/Designee at the address shown on this Agreement or otherwise written address, name or pick up method. \_\_\_\_\_
- 20. DAMAGE TO PREMISES** - Member agrees that the damage deposit will be held by the Association as surety and hereby authorizes the Association to retain from the deposit such sums as in the sole discretion of its Community Manager as may be required for clean-up following the Member's use: for replacement, cleaning, and/or repair of the Association's property or equipment that are required as a result of not cleaning, damage, or loss sustained incident to or arising out of the Member's use of said premises; and for security, and or other charges incurred that exceed the amount set out above. The Member further agrees upon demand to reimburse the Association for any additional amount which is the sole discretion of its Community Manager, is required for replacement, cleaning, and/or repair, and for additional security, and/or other related charges upon receipt of an invoice. \_\_\_\_\_
- 21. RELEASE OF LIABILITY AND INDEMNITY AGREEMENT** - THE MEMBER HEREBY INDEMNIFIES, HOLDS HARMLESS, AND RELEASES THE ASSOCIATION, ITS DIRECTORS, OFFICERS, EMPLOYEES, AND CONTRACTORS, FROM ALL DAMAGES AND CLAIMS OF ANY KIND AND NATURE, WHETHER TO PERSONS OR TO PROPERTY, ARISING OUT OF THE MEMBER'S USE OF THE PREMISES. THE MEMBER AGREES TO HOLD THE ASSOCIATION, ITS DIRECTORS, OFFICERS, EMPLOYEES, AND CONTRACTORS HARMLESS FROM ANY DAMAGE, CLAIM, LAWSUIT OR JUDGEMENT SUSTAINED BY THE MEMBER OR ANY OF ITS AGENTS, EMPLOYEES, INVITEES, GUESTS OR ANY OTHER PERSONS INCLUDING CATERERS, ON SAID PREMISES INCIDENTAL TO, OUT OF, OR DURING THE TIME OF THE USE OF SAID PREMISES BY THE MEMBER, AND TO INDEMNIFY THE ASSOCIATION, ITS DIRECTORS, OFFICERS, EMPLOYEES, AND CONTRACTORS AGAINST ANY AND ALL CLAIMS, DEMANDS, EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEY FEES), LAWSUITS OR JUDGEMENTS FOR SUCH LOSS, DAMAGE OR INJURY, INCLUDING THOSE CLAIMS, DEMANDS, LAWSUITS OR JUDGEMENTS ARISING FROM THE NEGLIGENCE OF THE ASSOCIATION, ITS DIRECTORS, OFFICERS, EMPLOYEES, OR CONTRACTORS.
- IT IS AGREED THAT SUCH INDEMNITY SHALL SPECIFICALLY APPLY WHERE A CLAIM, LOSS, CAUSE OF ACTION, SUIT OR LIABILITY ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE ASSOCIATION, ITS DIRECTORS, OFFICERS, EMPLOYEES, OR CONTRACTORS.
- IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH ASSOCIATION AND MEMBER, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY THE MEMBER TO INDEMNIFY AND PROTECT THE ASSOCIATION FROM THE CONSEQUENCES OF THE ASSOCIATION'S OWN NEGLIGENCE, WHETHER ANY SUCH NEGLIGENCE IS THE SOLE OR CONCURRING CAUSE OF THE DAMAGE, INJURY OR DEATH. \_\_\_\_\_
- 22. COLLECTION COSTS INCLUDING ATTORNEY'S FEES** - The prevailing party in any suit to enforce or interpret the terms of this Agreement shall be entitled to recover the costs. \_\_\_\_\_



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## **IT IS STRONGLY ADVISED THAT YOU READ THIS AGREEMENT IN ITS ENTIRETY**

***Failure to thoroughly read this agreement does not exempt the Member from adhering to the established terms of this contract. This is a general review of your Facility Rental Agreement and timing involved, however if there are any differences, the provisions of the Agreement will prevail.***

***I have rented a Great Northwest Hall or Pool and understand that the following are my responsibilities as host:***

1. [REDACTED] Any changes to the Agreement, such as additional hours, set up, time, date and/or cancellation **must** be made by the contracted Member for the event in writing and in person, no less than three (3) weeks from event date.
2. [REDACTED] **ADDITION OF ALCOHOL MUST BE MADE AT A MINIMUM OF 3 WEEKS PRIOR TO YOUR EVENT. NO EXCEPTIONS WILL BE MADE. GNW WILL CONTRACT SECURITY WITHIN THIS SAME TIMEFRAME.**
3. [REDACTED] Alcohol will be consumed/served during the last four (4) hours of contracted hall time unless I have paid for extra hours of security.
4. [REDACTED] My agreement is **ONLY** for the hours listed on the Agreement. All planned activities **must** take place *within* the hours listed.
5. [REDACTED] ***I, or my designee understand that the first two (2) contracted hours of a 6-hour hall rental, is for setup and decoration, unless extra hours are contracted.***
6. [REDACTED] ***I, or my designee understand that should the setup conclude prior to the first two (2) contracted hours, our event may commence.***
7. [REDACTED] Guests and contracted vendors will **NOT** be allowed in the facility until I arrive and have completed the pre-party checklist with the Private Party Manager.
8. [REDACTED] I understand that there will be a walk-through inspection of the facility/pool area *before* anyone can begin decorating and another walk-through *after* the guests have departed. A pre and post walk-through with the Private Party Manager is REQUIRED to secure my refund deposit.
9. [REDACTED] I, or my designee understand that a contracted person must be present throughout the entirety of the event and that if I am to leave the premises, I will designate a representative and notify the Party Manager prior to leaving.
10. [REDACTED] When setup is *not* contracted, I am responsible for the wiping down of tables and chairs as needed prior to storing them in original location.
11. [REDACTED] I UNDERSTAND THAT I AM RESPONSIBLE FOR THE REMOVAL OF TRASH FROM TABLES, KITCHEN AREA, AND TRASHBIN ***THROUGHOUT*** ENTIRETY OF EVENT. I WILL PLACE SEALED TRASH BAGS WHERE DIRECTED BY PARTY MANAGER.
12. [REDACTED] My guests, event items, and contracted third-party staff must be out of the facility by the time set on the agreement or I may be charged additional fees and/or forfeit my refund deposit. Breakdown-\$50 deduction for the first fifteen (15) minutes beyond contracted time, \$50 deduction for sixteen (16) – thirty (30) minutes beyond contracted time; etc.
13. [REDACTED] GNW WILL CLEAN UP AFTER MY HALL EVENT (e.g., sweeping, mopping, surface and amenity cleaning). THIS DOES NOT INCLUDE CLEANING TRASH AND ITEMS FROM TABLE OR WIPEDOWN OR STORAGE OF TABLES AND CHAIRS. **WHEN CONTRACTED FOR SETUP, GNW WILL WIPE DOWN AND STORE TABLE AND CHAIRS.**
14. [REDACTED] I understand that parking is on a first-come, first-served basis and that pool, hall, or community amenity use parking may be in effect during my function.



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## I understand that I must also comply with the following to ensure that my refund deposit is returned:

### NOT ALLOWED:

- Unattended children during hall or pool events \_\_\_\_\_
- **Guests under the age of 14 in patio area, even when accompanied by adult (Callanen Hall)** \_\_\_\_\_
- Non-service animals at hall or pool events \_\_\_\_\_
- Taping, nailing, stapling, or tacking of decorations on painted wall surfaces, window/door frames or furnishings to include window blinds or coverings at halls. \_\_\_\_\_
- Open flames that exceed the lip of the candle votive or vase \_\_\_\_\_
- Confetti, loose glitter, piñatas, and silly string \_\_\_\_\_
- Fog/Smoke machines, dry ice or sparklers \_\_\_\_\_
- Birdseed at or inside the entrances, event hall, or enclosed pool area \_\_\_\_\_
- Ladders or step stools for hanging decorations at hall or pool events \_\_\_\_\_
- Bouncy houses or inflatables at hall or pool events \_\_\_\_\_
- Helium balloons at hall or pool events \_\_\_\_\_
- Balloons with confetti filler at hall or pool events \_\_\_\_\_
- **Indoor smoking or vaping during hall events** \_\_\_\_\_
- Deep Fryer at hall or pool events \_\_\_\_\_
- **Ice chests indoors** \_\_\_\_\_
- Discarded ice on GNW property \_\_\_\_\_
- Serving or consumption of alcohol when not contracted at hall or pool events \_\_\_\_\_

### RULES

- Decorations must be removed by member, guests, or hired third-party vendors prior to event end time \_\_\_\_\_
- **Hall thermostats are to be adjusted by the Private Party Manager only** \_\_\_\_\_
- Event *must* end on time. DJ/Band should play last song at least 30 minutes prior to the scheduled event end time to allow guests to depart before the expiration of agreed upon time limit \_\_\_\_\_
- **HALL PARTIES AND CLEAN UP MUST END BEFORE MIDNIGHT** \_\_\_\_\_

### POOL RULES: Posted pool rules must be followed \_\_\_\_\_

- Water guns, pool floaties, and water toys **are allowed** and will be disposed of or taken with me at the conclusion of my event \_\_\_\_\_
- Pool, deck, and table area must be cleaned by member/designee at conclusion of event \_\_\_\_\_
- I understand that *I* am responsible for the removal of trash from tables, counter area, and trashcans *throughout* the entirety of event. I will place *sealed* trash bags where directed by lifeguards or party manager (when applicable) \_\_\_\_\_
- I understand that the use of glass bottles or containers are prohibited \_\_\_\_\_
- When using GNW's BBQ grill, I will clean the grill or risk the loss of my deposit \_\_\_\_\_
- The use of packing tape or gorilla glue tape (excessively strong adhesive/tape) is prohibited when decorating in the pool area \_\_\_\_\_
- I will remove event decorations, dispose of them properly in the trash or take them with me at the conclusion of my event \_\_\_\_\_
- DJs at Emerald Valley Pool (9310 Timber Path), are not permitted, due to proximity of neighboring homes \_\_\_\_\_
- **POOL PARTIES MUST END (EVENT AND CLEAN UP) BEFORE 10:30PM (OR BEFORE 11:30PM, WHEN AN EXTRA HOUR OF RENTAL IS PAID AND CONTRACTED FOR)** \_\_\_\_\_

I have read, understand, and *will* administer the rules related to the use of the contracted pool or facility to my designee and guests. \_\_\_\_\_

By signing below Member acknowledges having received, read, and understands the rules of use and conduct:

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
MEMBER SIGNATURE                      DATE

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
MEMBER SERVICES OR GNW STAFF                      DATE