

For Office Use ONLY

Use Fee Check # _____ Date Received/Posted: _____ / _____ Event Date: _____

Deposit Check # _____ Date Received/Refunded: _____ / _____ Key/CARD # _____

**BALCONES CREEK RESIDENTIAL COMMUNITY INC.
FACILITY RESERVATION AGREEMENT**

CARD # _____

Event Date: _____ Event Time: _____

Homeowners Name: _____

Property Address: _____

Email*: _____ Phone: _____

Type of Event: _____ Guests (40 guests): _____

Amenity Center Recreational Use Agreement Complete this form and return with Security Deposit and Usage Fee payment. (Please make **separate** checks payable to Balcones Creek Residential Community). Any questions, contact Reservations at 210-561-0606.

1) The Balcones Creek Master Community Inc. (the "Association"), a non-profit corporation, hereby approves the use of the "Common Areas" according to the Balcones Creek Master Community Inc. Declaration of Covenants, Conditions and Restrictions locally known as the Balcones Creek Master Community subdivision.

2) User must be a Member of the Association not delinquent in the payment of any duly established assessments. This Agreement is subject to the Association's Recreational Use Rules and Regulations. It is understood that the premises are to be used 'as is' without warranty and without representations by the Association as to the suitability of the premises for the user's intended use.

3) A refundable security deposit made payable to the Balcones Creek Residential Community in the amount of **\$125.00** is required. This is for any cleaning fees, damages, or other costs associated with this rental of the common area facilities as deemed necessary by the representative of the Association. No reservations will be confirmed until payment has been received, and cannot be guaranteed if a minimum of fourteen (14) days notice is not provided. Payment must be received seven days prior to the event.

4) A non-refundable usage fee of **\$25.00 (for 2 hours minimum) and \$15.00 for every additional hour**, which includes set-up and take-down of the event is required by the Association. **Use of the Community Center must conclude by 11:00 P.M Sunday thru Thursday and 12:00 A.M. Friday and Saturday.** No overnight use is allowed.

5) User shall use the premises in an orderly and proper manner and so as not to annoy, disturb, or be offensive to others within the recreational facilities area or immediate vicinity.

6) User shall be responsible for disposing of all garbage, debris, or other waste material immediately upon completion of this agreement in the receptacle provided. **If garbage does not fit, it must be removed from the premises. User must also vacuum after event. (Vacuum is located in the storage room.)**

7) User shall indemnify and hold harmless the Association, Management, and the Association or Management officers, agents, directors, and employees from all claims, demands, loss, damage or expense including, but not limited to, those for death, for personal or bodily injuries, or for property damages arising out of or in connection with the use of the premises by lessee or arising out of any acts or omissions of lessee, his employees, agents, representatives, customers, guests or invitees.

8) User shall, upon demand, immediately reimburse the Association for any damages to the premises above and beyond the deposit amount.

9) User is prohibited from assigning or transferring this agreement.

*** No Smoking**

Inventory:

3 tables

Approx. 40 chairs

1 vacuum

_____ **(Initial)** My initials confirm that I have read, understand, and will comply with the above. All food and beverages MUST be removed from the Amenity Center immediately following event.

I have read and fully understand the rules for use of the Amenity Center and agree to all the rules, requirements, and payment of fees stipulated. I hold harmless the Association, for any and all injuries that may occur during and after this event.

Homeowners Signature: _____ **Date:** _____

Printed Name: _____

DAMC Representative: _____ **Date:** _____