



Harvest HUB Rooms Rental Agreement Updated 2/1/2024

Homeowner Information:

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_
Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_
Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Event Information:

Event Date: \_\_\_\_\_ Est. Attendance: \_\_\_\_\_ Purpose: \_\_\_\_\_

Rooms Needed: [ ] Gathering [ ] Growing [ ] Living Maximum occupancy: 32 people per room.

Furnishings needed: \_\_\_\_\_ 8' white tables (10 available) \_\_\_\_\_ 30"x45" yellow tables (6 available)
indicate quantity \_\_\_\_\_ chairs (40 available)

Will alcohol be present? [ ] Yes [ ] No Please refer to rental policies regarding alcohol.

Pricing:

By Room: \$100 per room for the day. \$300 for the entire HUB room for the day. HUB Rooms are available 10AM-9PM

Rental Fee: \$ \_\_\_\_\_ Check #/Credit Card Type: \_\_\_\_\_ Payment Date: \_\_\_\_\_

Credit/Debit Cards & Checks are accepted. Payment is taken immediately & processed via Clickpay. Credit card transactions will also incur a Clickpay transaction fee dependent on the card type; Clickpay transaction fee is non-refundable. Declined payment will result in cancellation of the event.

Important Rental Information:

- All room rentals must be returned to original setting with chairs stacked, tables broken down and stacked, and all trash removed. Additional cleaning needed or damage suffered to the room or furnishings will result in charges assessed to the homeowner's HOA account and possible suspension from future rentals.
Reservations must be made in person during HOA office hours (Monday-Friday 9am-5pm; Saturday by appointment).
The Homeowner's key fobs will be activated to allow access to the reserved room(s) during the duration of the booked event date & time. Entry to the room(s) is on the playground side of the HUB building. It is homeowners' responsibility to verify fob functionality.
Other amenities, including The Kitch, The Hall, The Back Porch, The Front Porch, The Zone, and The Event Lawn, cannot be reserved and are not included in the HUB rental.
The above amenities are communal and available to all homeowners. It is the homeowners' responsibility to review the Lifestyle calendar for concurrent HOA-sponsored activities. Support & setup for these areas, such as resetting breakers, is not available.
Credit/debit card transactions include a processing fee which the HOA builds into the rental price. However, if a cancellation or refund occurs, this transaction fee will not be refunded.
Members of Harvest HOA who are delinquent on their assessments will not be permitted to rent facilities until the account is current, including late fees owed.

Initials: \_\_\_\_\_



## Harvest HUB Rooms Rental Agreement Updated 2/1/2024

### Rental Policies:

#### Eligibility

Reservations are available on a first come, first served basis upon receipt of rental fee & executed contract.

**Reservations will be accepted at least 14 days in advance and no more than two months in advance of today's date.**

No reservations will be accepted that conflict with times of HOA community events. The Association reserves the right to refuse a rental and/or future rentals in the event facilities are left in poor condition or if there is evidence of policy or rule violations.

#### Duration of Event

**All events will end by no later than 9pm. Clean up of the facility and all attendees must exit the building by no later than 10pm. Allow for time to clean up and vacate by rental end time.** Noise complaints reported due to event participants may result in additional charges & loss of rental privileges.

#### Guest Conduct

The Renter is responsible for ensuring all guests adhere to the policies of the HOA. The Renter is also responsible for all damages, including damages caused by attendees. Financial responsibility for any and all damages, as determined by the Board of Directors and/or FirstService Residential, will be the sole responsibility of the Renter. Renter shall reimburse the association for any excess costs immediately upon notice of the amount due. Balances that remain unpaid will be charged to the homeowner's/member's account and will result in loss of amenity privileges.

#### Fees / Cancellations

Rental fees are due at time of reservation. If the event is not cancelled **14 days** preceding the event, payment will be forfeited. **Please note that the Clickpay transaction fee for a credit/debit card payment will not be refunded.**

#### Food & Beverage

Rentals include the ability to bring in food and beverage products (please refer to Release & Indemnification below). In the event alcoholic beverages are being served, a TABC certified bartender **is strongly recommended**. The Association assumes no responsibility for any service to minors or incidents resulting from alcohol service during rental.

#### Decorations / Set-Up / Clean-Up

No decorations or temporary fixtures may be affixed to the building, walls or any architectural feature with nails, tacks, staples, or any application that will cause damage. Tape is not permitted on any walls or fixtures. Please note additional guidelines:

- All decorations must meet fire department standards.
- All elaborate decorating plans must be approved by the General Manager prior to the finalization of event details.
- All candles must be dripleless and enclosed in glass.
- All deliveries of decorations, wedding cakes, theme party props, and band equipment must be coordinated directly between the renter and the vendor. The renter or representative must be present to sign for all deliveries and must be approved. Deliveries cannot be stored in the HUB rooms until the rental date.
- All decorations must be removed at the end of the event, including rented furniture, equipment, etc. The event must end by 9PM, and all facilities must be vacated no later than 10PM on the day of rental.
- Any damage, vandalism or littering contributed by your party at outside areas, including The Kitch, The Zone, The Event Lawn, restrooms and all other HOA common areas, are subject to fines and penalties assessed to the homeowner.

Initials: \_\_\_\_\_



## Harvest HUB Rooms Rental Agreement Updated 2/1/2024

### General Event Policies

The Renter agrees to adhere to the following General Event Policies:

- **A household may only request weekend rentals (Friday, Saturdays and Sundays) once per quarter.**
- Set up/tear down time is only permitted during the rental period.
- Exclusive access the HUB restrooms are not included in the rental reservation & are open to all owners in possession of a FOB.
- **Trash inside HUB rooms must be picked up and trash receptacles must be emptied *and taken off HOA* premises following event. Fines will be assessed if room was not returned in the manner received.**
- Harvest HOA sponsored events are exempt from rental fees and take precedence over private rentals.
- Events where services are rendered that require state licensing are prohibited. This includes but is not limited to: medical services, body art and piercing, personal grooming whether human or animal, childcare, etc.
- Use of chemicals such as turpentine, spray paint, bleach, acetone, paint thinner, or other caustic materials, etc. are prohibited.
- Each HUB Room's maximum occupancy is 32 per room.
- The Harvest HOA will not be held liable for any injuries sustained during or as a result of private events inside or outside of all Harvest amenities or any other common property.
- Adult supervision is required at all times.
- All HOA rules pertaining to use of facilities are required to be adhered to by renters and invited guests.
- Sexually oriented events or sexually oriented entertainment at events is prohibited.
- Noise and music must be maintained at a level which does not disturb neighboring homeowners or the general public, or interfere with HOA business operations during HOA office hours. In the event of complaints, from officials or the general public, violation penalties may be assessed.
- Smoking, vaping and use of any other tobacco products are strictly prohibited on Association property.
- Pets are not permitted inside The HUB with the exception of those aiding the disabled.
- No wet bathing suits or bare feet are permitted in The HUB at any time.
- No grills of any kind are permitted inside the building.
- There are 24-hour security cameras located in and around The HUB which record and retain footage for management reference.
- The Association is not responsible for personal property left on premises or loss thereof. Reports of theft must be made to Denton County Sheriff for further investigation.

**In the event of an emergency during your event, please contact 911 and the FirstService Customer Care Center at 877-378-2388.**

Initials: \_\_\_\_\_



**Harvest HUB Rooms Rental Agreement** Updated 2/1/2024

Harvest Homeowners Association Inc. reserves the right to determine what may be an appropriate function to be held at its facilities, including the right of refusal. Harvest Homeowners Association Inc. may in its sole discretion, change, modify, or alter its facility guidelines and policies for any event and at time deemed necessary.

*I take full responsibility for the care and cleaning of the rented facility and its contents for the date and time noted in this contract. I understand I am financially responsible for the replacement of any Harvest HOA property that is damaged or lost during the time of my event. I understand and agree that the Harvest HOA is not liable for any injuries that occur either inside the rented facility during my event. I understand and agree to follow the above guidelines.*

Should this or any property be missing or damaged, the Renter will be charged per item. The following will result in penalty charges to the homeowner’s HOA account to replace any property:

- Unlocked Doors (Owner is responsible for ensuring door is secured)
- Unclean sink and counter area
- Furniture not broken down or not left in the manner received
- Adhesives used on walls, windows or ceilings, window treatments, furniture, etc.
- Trash left on HOA premises; trash must be taken home to be disposed.
- Any other damage to Association Property as noted by Management

**Required Signature**

*I have read all of the rental policy information and by signing below, I agree to comply with the provisions of this rental agreement. I understand that I may be billed for any additional expense should any of the aforementioned requirements be ignored or abused, or if any damages are a result of the actions of my rental.*

Renter(s) acknowledges that his/her use of the facility is purely for the pleasure of his/her guests. The Harvest Board of Directors sanctioned community events shall be permitted for the benefit of the community. Renter further acknowledges that neither FirstService Residential ("Manager"), nor the Harvest Residential Community Association, Inc. ("Association"), has assumed any responsibility for, nor shall the Manager or the Association have any liability for, the actions or inactions of the renters and his/her guests and invitees or for any injury, damage or loss any person may sustain while using the facility or in connection with or as a result of any activity, including consumption of alcohol or other intoxicating substances, engaged in by any person while using the facility.

Renter(s) on behalf of himself, his heirs, successors and assigns, agrees to indemnify, defend and hold harmless the Manager and the Association and their respective officers, directors, shareholders, agents, members, successors, and assigns against any and all claims, demands, damages, costs and expenses, including reasonable attorney fees arising from the user of the facilities, including the buildings and sidewalks adjoining same, by the Renter(s), his or her guests, and invitees, or as result of any activity including consumption of alcohol or other intoxicating substances, engaged in by an such person while using the facility.

In the event any action or proceeding is brought against the Manager or the Association, their respective officers, directors, shareholders, agents, members, successors, or assigns by reason of any such claim, renter(s) covenants and agrees to pay all costs of defense of such action or proceeding by council satisfactory to the manager and the Association.

Renter’s Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Harvest HOA Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Initials: \_\_\_\_\_



Harvest HUB Rooms Rental Agreement Updated 2/1/2024

**HUB Rental Cleanup Checklist**

- Room Cleaned:** Homeowners must bring all cleaning supplies, including trash bags, for after-rental clean-up. These items are not provided as part of the rental.
- Trash:** All trash must be removed from the building and disposed of off HOA property.
- Tables:** All tables must be cleaned off, broken down, and returned to original settings.
- Chairs:** All chairs must be stacked and returned to original settings.
- Floors:** The floors must be cleared of all trash.
- Sinks:** The sinks must be cleared of all dishes and/or food.
- Decorations:** All party decorations must be removed. Damage caused by the removal of adhesive will result in additional fees.
- Doors:** All doors must be secured after party rental.

\*\* Please be a good host and pick up after your guests. If your guests took advantage of the event lawn, outdoor kitchen or play areas, etc., please cleanup/pickup after them at the conclusion of your event.

The HUB rooms will be checked by the HOA staff after the party rental time. If the room is not returned to original settings or is otherwise damaged, homeowners will be assessed a \$100 fine per category above, and the replacement cost for any damage incurred.

Renter's Signature \_\_\_\_\_ Date: \_\_\_\_\_

Initials: \_\_\_\_\_