

Cibolo Canyons Clubhouse Rental

Cibolo Canyons HOA

Resident Event Request/ Room Reservation Terms & Conditions

Room schedules and reservation request forms are established and maintained by ATMOS Living Management Group. Requests can be made 3 months before event. **Rentals are only allowed at Amenity 1.** No application will be accepted without the Resident Event Request form, acknowledgment of the Terms & Conditions, and a money order or cashier's check. Rental fee will be deposited at the time it is received. Please send all applications to Lexi Ehlinger at Lexi.Ehlinger@ATMOSlivingmg.com

Make checks payable to Cibolo Canyons

Type of Event: _____

Date of Event: _____ Time of Event: _____

Please allow for set up and clean up!

How many people will attend your event? _____

Maximum 75 people (including children)

Name: _____ Contact Phone #: _____

Address: _____ Do you Rent or Own? (please circle one)

Email: _____

Deposit Check # _____ \$300.00 deposit

Rental Check # _____ \$250.00 per eight (8) hour
period of time reserved

(Money Order or Cashier's Check **Only**)

(is refundable if the room is left clean, in its original condition, and vacated by allotted time)

Entertainers will not be permitted anywhere within the Clubhouse facilities or adjacent areas, except as specifically approved by the Board. If approved by the Board, the vendor and vendor's contact information or contract proposal must be attached. Please include a copy of the Liability Insurance listing the Association as an additional insured.

Will alcohol be served or consumed at this event? YES or NO (please circle one)

If yes, responsible renting party will need to follow policies/guidelines as set by the State of Texas Liquor Laws)

Resident Signature: _____ Dated: _____

FOR COMMUNITY MANAGEMENT ONLY

Date request received: _____ Date Approved/Denied _____

Notes: _____

Cleaning Company Notified on: _____

Entered into community calendar: _____ Access Cards Activated: _____

ROOM SCHEDULING POLICIES AND GUIDELINES

Cibolo Canyons will allow rental of the clubhouse for any purpose in keeping with the rules and regulations of the Association. Events that Management or the Board deem immoral, illegal or which interfere with resident use of the Clubhouse will be prohibited.

- A. *Guidelines.*** Bi-partisan political events with a broad range of interest may use the Clubhouse as long as both sides have an equal opportunity to present their case within a reasonably short time of each other.

Residents may not use common area facilities to produce products or services for commercial gain. If the purpose of the meeting has commercial value and possible financial benefit to the host, the room must be rented at the current Resident rate.

Residents may not use the Clubhouse for regular religious services or meetings. Since religion and religious beliefs are such a personal and private matter, by their very nature, this type of meeting could exclude some residents.

Use of the Clubhouse facilities or any part thereof may be restricted any time by the Board or by Management Staff.

No commercial advertisements shall be posted or circulated at the Clubhouse facilities, and no solicitations of any kind shall be made within the Clubhouse facilities, except as specifically permitted by the Board.

No petitions shall be originated, solicited, circulated or posted at any time in the Clubhouse, except as specifically permitted by the Board.

All complaints, criticisms or suggestions of any kind relating to any of the operations of the Clubhouse facilities must be addressed to the Board and/or Management. When scheduling meetings and/or events, the Clubhouse's "Resident Event Request/Room Reservation Form" must be submitted and approved.

- B. *Priorities for Scheduling Rooms.*** All reasonable efforts will be made to conform to the following order of priorities:

Scheduled Contracted Events take priority over subsequently scheduled meetings. Management will manage any potential conflicts.

Association's Board of Directors and Official Committees: Any meeting of the Association's Board of Directors, as well as all official committees of the Board, has priority over all other meetings. These scheduled meetings will be posted at the Clubhouse.

Association sponsored or approved Events, Activities and Meetings: All special events, classes and meetings will be scheduled with the approval of the management staff and posted.

Resident Sponsored Private Events: Residents may reserve the Clubhouse or sponsor a group for a private event after signing a reservation agreement that establishes the appropriate charges for the use of the Clubhouse's facilities upon the approval of Management staff.

Use by the Declarant: As long as the Declarant owns any land within Cibolo Canyons, and is in good standing on HOA dues and under no litigation with the HOA, the Declarant may use the Clubhouse to sponsor special events subject to the following conditions:

1. The availability of the Clubhouse at the time requested;
2. The Declarant shall pay all costs and expenses incurred and shall indemnify the Association against any loss or damage resulting from the special event; and
3. The Declarant shall return the Clubhouse and any personal property used in conjunction with the special event to the Association in the same condition as existed prior to the special event.
4. The Declarant does not sub-lease the clubhouse to a non-resident for financial gain.

C. Room Charges:

Association and Official Committee Meetings, Clubhouse Sponsored Activities and Other Resident Groups will not be charged for the use of the Clubhouse, except that these activities may be required to reimburse the Clubhouse if their activity incurs extra costs for set-up, cleaning, etc. All other meetings and/or activities may be subject to the current schedule of rental fees and policies available from Management. See rental fee schedule for full details.

D. Private Parties

- a. The Clubhouse is available for private parties sponsored by Residents for personal or social reasons provided they do not conflict with other scheduled functions and or meetings. The Clubhouse is not available for parties for outside organizations even though sponsored by an owner or resident, unless approved in advance by the Board. **Please initial: _____**
- b. All requests for use of the Clubhouse must be made by written application to the Lifestyle Director and approved fourteen (14) days in advance. Use of the Clubhouse will be granted on a first to request basis. **Please initial: _____**
- c. A deposit of \$300.00 must accompany the application for Clubhouse use. This deposit will be held by management to cover possible cleaning costs and/or damage upon inspection by management or if the facility is not vacated by the allotted time. **Please initial: _____**
- d. Access to the clubhouse will be by the use of the keys given by the management staff. Key pick up must be arranged with the management staff at least 5 days prior to the event. **Please initial: _____**
- e. Unreturned keys will result in a \$25 fee. **Please initial: _____**
- f. The clubhouse is available between the hours of 8:00 am and 11:00 pm in 8 hour increments. Quiet must be observed in the outdoor area after 10:00 pm. Access to the pool area is strictly forbidden. **Please initial: _____**

- g. Clean-up must be completed (i.e. removal of personal items, food, beverages, decorations, etc.) and all guests must exit the clubhouse by the end of allotted time. Clean up includes putting fridge back together if you take out shelves. **Please initial:_____**
- h. Parties are limited to **75 people only!** Ratio of children to adults must be no greater than 4 children to one adult. Adults must accompany children at all times. **Please initial:_____**
- i. Maximum rental is **8** hours, to include set up and clean up. All Groups or individuals using the Clubhouse must leave the premises locked and in a neat, clean and orderly condition. **Please initial:_____**
- j. Please have a copy of the approved application with you when at the event. Applicant is to remain on-site for the full duration of rental. **Please initial:_____**
- k. If cancellation occurs 72-hours or more in advance of the scheduled date of use, the rental fee and security deposit will be returned in full. If cancellation occurs less than 72-hours in advance, the rental fee will be kept, but the security deposit will be returned. **Please initial:_____**
- l. All reservations are subject to the approval of the HOA Board of Directors or their assigned representative. **Please initial:_____**
- n. Cibolo Canyons HOA reserves the right to cancel a reservation in the event that the clubhouse suffers damage or a system failure that cannot be repaired in time for the scheduled use. In the event of such a cancellation, the rental fee and security deposit will be returned in full. **Please initial:_____**
- o. Events can **ONLY** be scheduled in the main room and the kitchen area of the clubhouse during the approved hours of scheduled use. **Please initial:_____**
- p. Your guests will have access to a private restroom in the clubhouse, but use of the pool, deckpool, deck area, playground, breezeway, soccer field or pool restrooms are strictly prohibited. We remind you again the rental is for exclusive use of the clubhouse room only. Under no circumstances may residents and/or your guests be on the pool deck during the time of the event. **Please initial:_____**
- q. **\$50.00 per person fine will be imposed for each person on the pool deck and will be taken out of the security deposit.** **Please initial:_____**
- r. Decorations (mounted type) may be displayed in approved areas within the Clubhouse. **Only Scotch Brand small removable hooks, Scotch Brand hooks are limited to 1.5lbs, or painters' tape shall be used for decorations purposes.** The use of tape, gummed tape, tacks, thumb tacks, nails, pins, suction cups, etc. can't be used to mount decorations. The plaster walls and glass doors of the Clubhouse shall **not** be decorated at any time. Please make sure all decorations are removed and no damage to the walls, doors, door trim, windows, window trim, tables, chairs, etc. has occurred. If anything, other than Scotch brand small removable hooks or painters' tape is used, your deposit will **not** be returned. **No glitter, confetti, or rice is allowed to be used.** If any of the items listed are used, your deposit will **not** be returned. **Please initial:_____**

- s. No food items are to be left anywhere in the Clubhouse, including the refrigerator, freezer, cabinets, sink, etc. **Please initial:_____**
- t. Do not overload circuits by using 3-way plugs that will allow the plugging in of (for example) 2 coffee pots and a toaster in one socket. **Please initial:_____**
- u. The Clubhouse is a smoke-free environment. Smoking is not prohibited in all areas of the Clubhouse. **Please initial:_____**
- v. No Clubhouse property may be removed without written approval by the Association. **Please initial:_____**
- w. The Association reserves the right to require a staff member, security or law enforcement to be present during private rentals. Any and all costs of such personnel shall be paid in advance by the sponsor of the event. **Please initial:_____**
- x. It is the responsibility of the residents to supervise their guests at all times. The actions of members and guests are video monitored at all times while inside or outside of the Cibolo Canyons clubhouse. **Please initial:_____**
- y. The person signing this application/agreement assumes full responsibility for the conduct and personal injury liability of self and all guests. **Please initial:_____**
- z. Cibolo Canyons HOA has the right to have a member of the Board of Directors, a Committee Member, management staff member, security guard or guards, or law enforcement officers to be present or visit the clubhouse during the rental period. I agree to pay the cost of such personnel, which is estimated to be \$100.00 an hour. **Please initial:_____**
- aa. Parking is restricted to designated areas only. In the event this rule is violated, the undersigned of agrees to pay the security deposit. Actual repair costs to be posted to his account, should damages exceed **Please initial: _____**
- bb. Large inflatable activities (bounce houses etc.) are not permitted. **Please initial:_____**
- cc. The nature of the events will be family oriented. Adult content is prohibited. **Please initial:_____**
- dd. All clubhouse doors will remain closed to avoid excessive air conditioning costs, entry of flies/pests and the entry of non-authorized persons. **Please initial:_____**
- ee. If alcoholic beverages are brought onto the premises for consumption by self and/or guests during the rental period, the undersigned takes full responsibility for the conduct of any person consuming alcohol, that no alcohol will be sold on the premises, that no alcohol will be served to minors or overly intoxicated persons, and that all alcoholic beverages will be removed immediately following the event for which the clubhouse is rented. **Please initial:_____**

- ff. The following items are prohibited on the premises at all times: **Candles, Fireworks, Firearms, Tobacco Products, Smoking, Gambling, Pets (except for disability assistance), Confetti, Rice, Glitter.** Please initial: _____
- gg. The tables and chairs are available for use and must be returned to the same location. If any furniture is moved, it must also be returned to its original position. Please initial: _____
- hh. Tables, chairs, counters, refrigerator and floors shall be left clean of debris and spills; restrooms shall be left clean with absence of cups, napkins, party items, etc. Fridge shelves need to be put back if used. Please initial: _____
- ii. All lights in the main area and kitchen will be turned off prior to leaving the building. Please initial: _____
- jj. All clubhouse doors will be locked prior to leaving the building. Please initial: _____
- kk. Only homeowners may rent clubhouse. Tenants may not rent clubhouse. Please initial: _____
- ll. The undersigned agrees to notify a member of the management company of any problems encountered and/or any damages to the clubhouse or grounds that occurs during the scheduled event. Please Initial: _____
- mm. Please be respectful of other residents using the facility. Please initial: _____
- nn. The undersigned agrees to defend, indemnify and hold harmless Cibolo Canyons, its officers, directors, members, contractors, agents and employees from and against any suit, claim, loss or cause of action arising out of, or in conjunction with the utilization of the facilities, or the areas in proximity to the facilities, by undersigned pursuant to this agreement. Please initial: _____
- oo. In addition, the undersigned agrees to reimburse the Cibolo Canyons HOA for any and all damages including, but limited to equipment, fixtures, furniture or other property, either real or personal arising out of the utilization of the facilities, pursuant to this agreement, without regard to whether such damage is caused by the undersigned or is the result of negligence or other fault of the undersigned or the undersigned's guest. Please initial: _____
- pp. The Cibolo Canyons Resort Community, Inc. assumes no liability whatsoever to undersigned for any mechanical or electrical failure, natural disaster, riot, act of God or any other development which may prevent, disrupt, limit or frustrate the undersigned's use of the facilities and is not liable for the loss or damage to the undersigned's personal property. Please initial: _____
- qq. Any violations of these terms and conditions will result in termination of the party and may include suspension of privileges to use the amenity center and fines. Please initial: _____
- ss. **No** plastic tablecloths are allowed. If using table cloths, they must be fabric or peva. Any damages to tables will come out of deposit. Please initial: _____

I hereby declare that I am a Resident of the Cibolo Canyons Community. I further declare that I enter into this agreement having read and fully understanding its terms and obligations; and that I and my guest(s) agree to abide by all rules, policies, procedures and regulations which govern the Cibolo Canyons clubhouse and recreational facilities.

I have read, signed and fully understand the above rules and agree to abide by them during the rental period. I understand that I will be responsible for all damages to the clubhouse during the rental period. Cibolo Canyons HOA and the Management Company are not responsible for any articles that may be left behind or thrown away as a result of the renter not removing them when they depart.

Print Residents Name: _____

Resident Signature: _____ **Date:** _____

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Fee Schedule and Check List

The Cibolo Canyons clubhouse rental is \$250.00 for eight hours. (See holiday pricing below). Clubhouse can be booked 3 months in advance. It is recommended, but not required that renters get event insurance and security. The clubhouse can only be rented from 8:00AM -11:00PM. All equipment must be removed on the same day.

Holiday Rental Rates:

\$350.00 for eight hours

Holidays include:

- Memorial Day (Last Monday in May)
 - Labor Day (First Monday in September)
 - Easter (Easter Sunday)
 - Mother's Day (Second Sunday in May)
 - Fourth of July (July 4)
 - Halloween (October 31)
 - From Thanksgiving, the fourth Thursday in November, through New Years Day.
 - New Year's Eve (December 31)
- (Past 11:00PM is an added cost of \$200 per hour on top of the base holiday up charge. Everyone must be gone by 1:00AM. You will be required to get a security officer for your event.)

Rental Requirements

- The homeowners must be in good standing with the HOA
- Minimum 14 days notice is required
- The homeowner is responsible for all of the actions of their guests
- If a board member has to go to your event for any of the following reasons you will forfeit the security deposit up to 100%:
 - Turning off an alarm
 - Respond to a noise violation
 - To remove people from the pool deck
 - If the police were called
 - For Violating the Terms & Conditions

End of Event Check List (Leave on Counter)

- ☐ Turn the Air Conditioning back up to 75 degrees once your event is over
- ☐ Empty and wipe down the refrigerator inside and out. Put back any shelves if you have moved them.
- ☐ Empty and wipe down the microwaves inside and out
- ☐ Empty and wipe down the sink
- ☐ Clean floors of any big messes
- ☐ Remove any painters' tape/ Scotch Brand small removable hooks and event wall decorations
- ☐ Counter tops cleaned
- ☐ Turn off lights upon leaving
- ☐ Ensure all doors are securely closed and locked
- ☐ Remove all event materials
- ☐ All furniture should be back as it was before

Event Date: _____

Rented By (Printed) _____

Rented by (Signature) _____