

HEARTLAND COMMUNITY ASSOCIATION
EVENT BUILDING (The Oasis) RENTAL AGREEMENT

NAME: _____

TODAY'S DATE: _____

EVENT TYPE: _____

EVENT DATE: _____

RENTAL TIME: _____

HEAD COUNT: _____

Scheduled Walk Through Date/Time:

This Agreement is entered into by the Heartland Community Association ("Heartland") and the person whose signature appears below (the "Renting Party"). The Renting Party hereby agrees to the following terms and conditions relative to the reservation, rental and use of the Heartland Event Building for the event described above (the "Event").

Access and Occupancy Limitations

Residents Amenity Card is set to allow entrance to the building at a set time. It will not allow entrance to the facility prior to the scheduled time of event. Please be sure to have an updated amenities pass to ensure entrance to facility on time of event. **No more than fifty-five (55) individuals will be allowed to attend the Event.** Heartland reserves the right at any time to lower the occupancy limitations in its sole discretion.

Reservations

Only Heartland Residents in good standing with the association are authorized to reserve or rent the facility for a private function and/or meeting, subject to the following guidelines. Non-residents are not permitted to rent the association facility. It is the intent of Heartland in establishing these rules and guidelines to ensure fair and equitable access and to preserve the facility in a manner befitting Heartland.

Payment

Payment of \$ _____ from the Renting Party is due when the rental agreement is signed. The payment includes: a non refundable rental fee of \$ _____ and a refundable \$ _____ **damage/cleaning** deposit pending final inspection of the facility. **Upon final inspection of the facility, a refund check will be mailed to the Renting Party within 30 business days.** Please pay with one check. Checks or money orders should be made payable to Heartland Community Association. We cannot accept cash payments. All paperwork and fees must be completed at the time of the reservation. **First come, first served, no holds.**

CONDITIONS OF RENTAL:

- _____ 1. The Renting Party is responsible to clean after your party and all trash must be removed. Failure to clean the event building after your party will result in a \$100 cleaning fee.

- _____ 2. The Renting Party assumes the responsibility, to the exclusion of Heartland, to fully clean, disinfect, and maintain clean any portion of the building before and during the event to prevent COVID-19 infection by event attendees. Renting Party will provide hand-sanitizer for use by guests during the event.

- _____ 3. The Renting Party is aware of Executive Order GA-29 issued by Governor Abbot and assumes the sole responsibility, to the exclusion of Heartland, of ensuring the use of a face covering per Executive Order GA-29.

- _____ 4. The Renting Party is aware of the need of social distancing as a means of preventing the transmission of COVID-19 and assumes the sole responsibility, to the exclusion of Heartland, of ensuring social distancing practices are being observed by all those attending the event.
- _____ 5. The Oasis may not be used for any type of commercial or profit-making function. Members may not rent the community center on behalf of another party, group or organization.
- _____ 6. All Heartland organized community events and standing Committee reservations will have priority over other private requests. All private requests for rental will be handled on a first come-first served basis.
- _____ 7. The Renting Party must be present for the duration of the event. The Renting Party also assumes full responsibility for the conduct of their invited guests and for any damage or disrepair to the facility.
- _____ 8. Teenage parties and Children's parties are permitted to use the facility only under the supervision of a parent or legal guardian.
- _____ 9. Pets are not permitted in The Oasis except service pets.
- _____ 10. Smoking or Vaping is strictly prohibited within 25 feet of the facility. Any and all cigarettes must be cleaned up during the rental time frame. Failure to do so will result in forfeiture of your facility deposit.
- _____ **11. Wall decorations will not be permitted in this facility due to wall art work and mounted TVs. Wall Art cannot be removed. TVs and Wall Art can not be covered at any time. Push pins, staples, or tape are not permitted for use on the walls nor door frames.**
- _____ 12. Confetti, bird seed, rice, candles, fog machines etc. and other materials is prohibited inside and outside the facility. Use of such materials will result in the forfeit the deposit. If damages occur beyond the deposit, the Renting Party will be held responsible for the difference.
- _____ 13. Ice chest/coolers must be placed in the catering kitchen. Please be advised the concrete floor may be slippery if wet. Please use caution.
- _____ 14. The Renting Party is responsible for disarming/arming the security system, turning the lights and other equipment on/off and securing the building on their departure. **Each false security alarm to which the City's emergency staff and/or HCA management respond will automatically result in forfeiture of one hundred dollars (\$100.00) from the renting party's security deposit.** In addition the Renting Party hereby agrees to pay for any and all damage to or loss of furniture, accessories, fixtures or equipment that may occur during the rental period or as a result of their failure to secure the premises. The alarm pad is located by the Lifestyle Directors office. Failure to arm the alarm when leaving the building will result in forfeiture of the security deposit.

_____ 15. The Oasis is available for rental as follows:

- 9:00 AM to 3:00 PM - \$200 deposit, \$300 rental fee
- 6:00 PM to 12:00 Midnight - \$200 deposit, \$500 rental fee

Entrance into the facility prior to or after the reservation is strictly prohibited. Party is to be indoors only. Rental does not include the pavilion or the pool.

_____ 16. Tables will be left up at all times. You must use table cloths on all tables to avoid damage. If you need to move tables, there is a rack available in the storage area to place tables and chairs on. Tables that are moved must be put back in place prior to leaving.

_____ 17. **Residents may not move the furniture in the front room or any art work in the facility. MOVING THE FURNISHINGS/ART WORK WILL RESULT IN AN AUTOMATIC FORFEITURE OF THE DEPOSIT.**

_____ 18. **All items brought in by the Renting Party, including rental equipment, must be removed from the facility by the end of your rental time.**

_____ 19. Cancellation of rental agreements must be submitted in writing to the Heartland Management Office, within 24 hours of the Event, and will be subject to a \$50 cancellation fee, which will be deducted from the rental fee/deposit. All other monies will be refunded within 30 days of receipt of the cancellation request, subject to verification of any check clearances.

_____ 20. Heartland reserves the right to revoke any request/approval if sufficient cause is found that any misrepresentation of the facts related to rental request occurred. In which case, there will be an administrative fee of \$25 deducted from the rental fee. All other monies will be refunded within 30 days of receipt of the cancellation request, subject to verification of any check clearances.

_____ 21. Heartland reserves the right to change any of the terms of this policy and/or charges for deposits or other applicable fees at its sole discretion, without prior notice.

_____ 22. If you have not previously rented The Oasis you must schedule a walk through with a Heartland Staff member. Failure to follow walk through procedures, which result in a Heartland Staff member making a trip to The Oasis will result in a **trip fee of \$100.**

_____ 23. Person responsible for rental must pick up the access card the Friday before their rental between our office business hours of 9:00 AM – 5:00 PM. **Failure to pick-up the key will result in a \$100 fee trip fee. Failure to return the key after rental will result in a \$100 fee from deposit.**

_____ 24. Please remember cameras are present and we will be viewing all footage. Please be sure to not obscure the camera view with decorations.

_____ 25. Release and Indemnification. User assumes all responsibilities, risks, liabilities and hazards incidental to the holding of the Event at the Facility (including, but not

limited to, the serving of any alcoholic beverages) and, irrespective of any acts or omissions by the Association or its agents, whether negligent, intentional or otherwise, User releases and forever discharges the Association, its officers, directors, employees, agents and members, past, present and future, and agrees to defend, indemnify and hold the same harmless, from and against any and all losses, expenses, liens, claims, demands and causes of action of every kind and character

(including those of the permittees, agents, licensees and invitees of User) for death, personal injury, property damage or any other liability damages, fines or penalties, including costs, attorneys' fees and settlements, resulting from any act performed by, or omission on the part of User, its employees, invitees, permittees, agents or licensees, arising out of or in connection with User's use of the Facility.

- _____ 26. I fully understand that the use of the Facility for the Event may involve risks of serious bodily injury, including permanent disability, paralysis and death, caused by contraction of the COVID-19 virus by those who attend the Event due to: (i) my own actions, or inactions, (ii) the actions or inactions of third-parties, and (iii) the actions, inactions or negligence of Heartland in allowing the Event to occur, disinfecting the facilities or not further limiting the number of guests (collectively, the "Risks"). I fully understand, accept and assume all such Risks and all responsibility for losses, costs, and damages as a result of such Risks. In further consideration of being allowed to rent the Facility, I further agree to INDEMNIFY AND HOLD THE HARMLESS the Heartland Community Association, Inc., UST-Heartland, LP, UST-Heartland GP, LLC, Huffines Communities, Inc. and Huffines Management Partners, LP, its respective directors, officers, agents, employees and contractors (collectively, the "Releasees") from and against any claim, demand or cause of action asserted by or on behalf of any person who attends the Event based, in whole or in part, on the Risks or any other factual matters, including the NEGLIGENCE AND GROSS NEGLIGENCE of the Releasees. This INDEMNITY INCLUDES PAYMENT OF ALL ATTORNEY'S FEES AND COSTS INCURRED BY THE RELEASEES.

As a prerequisite for granting a reservation for private use, the Renting Party must complete and sign a copy of this document and pay the applicable fees and/or deposits.

Print Name: _____ **Signature:** _____

Address: _____ **Telephone:** _____

Email Address: _____

For Office Use Only:

Card # checked out: _____ **Date checked out:** _____

Date Checked back into office: _____

Staff Signature checking key in: _____