



The Club at Esperanza Community Room Rental Packet

Thank you for your interest in having your event at the Esperanza Community Room (the “**Community Room**”). In order to ensure your event is a success, please review this Community Room Rental Policy and Rules (this “**Policy**”), regarding rental and utilization of the Esperanza Community Room. The Club At Esperanza and Esperanza Common Areas Facility User Rules and all other Esperanza rules and regulations are always in effect and apply during rental periods. The Esperanza Community Room rental request (the “**Community Room Rental Request**”) is attached hereto and incorporated herein and must be completed in its entirety for all events.

A reservation of the Community Room is on a first-come, first-served basis, and the reserved Community Room and times may not be shared if a prior, conflicting reservation has been made. An Owner interested in the rental of the Community Room may complete the applicable packet on the EsperanzaHOA.com website (or pick up the applicable packet at the HOA office at the Community Center). At the time a reservation is made, a check or money order (no cash), for the security deposit in the amount of Three Hundred and No/100 Dollars (\$300.00) (the “**Security Deposit**”), must be delivered to the Manager, along with a completed packet and, if applicable, certificate(s) of insurance. The Owner

renting the Community Room must sign and execute the Community Room Rental Request. Regardless of whether the Community Room Rental Request is executed, the Owner is bound by the Community Room Rental Request.

Upon receipt of the completed Community Room Rental Request, payment of the Rental Fee and Security Deposit, and all required additional documentation, the Manager will send an email confirmation of an approved event, date and time. Reservations not posted and evidenced by a fully executed Community Room Rental Request may not be honored. Owners may not access the rented Community Room prior to the scheduled time, nor remain in the rented Community Room after the scheduled time.

The Community Room Rental Request may be denied or revoked by the Manager or the Board of Directors, in its sole discretion, with no reason being given. A reserved event may be terminated during the event if, in the judgement of the Manager, it poses a threat or harm or danger to (i) the Community Room; (ii) any facility, Improvement or Property; (iii) other Owners or their guests; or (iv) the loss of quiet enjoyment by other Owners or Occupants.

Community Room Rental Rules

- An Owner may reserve the Community Room on an exclusive basis. Only Owners may reserve the Community Room for events. Reservation of the Community room ONLY includes the use of the Community Room and does not include the use of any other facility, including the pools. Any gathering that includes ten (10) or more people is considered a private event.
- **Residents Only.** The Community Room (including adjacent restrooms) may only be rented by an Esperanza Resident.
 - Owners are responsible for all guests.
 - Owners must be present for the entirety of the event.
 - Owners must be in good standing with the Esperanza Community Association, Inc. (the “**Association**”).
- **Rental Rates and Security Deposits.** The rental rate and the Security Deposits for use of the Community Room are as set forth in this Policy. The Security deposit secures the rental time, location and date. To receive a full refund of the Security Deposit within fourteen (14) days after an event, an Owner must:
 - Remove all garbage, place garbage in a dumpster and replace garbage can liners.
 - Fold up tables, return chairs to the carrier and wipe down all tables.

- Sweep, mop and/or vacuum the rented Community Room.
- Take down all decorations or event displays. Owners may not place any decorations or displays on any Community Room wall at any time.
- Clean and restore the rented Community Room to its pre-rented condition and satisfaction and approval of the Manager.

Failure to complete any of the above requirements for a full refund of the Security Deposit will result in forfeiture of the entire deposit. The Manager and/or Board of Directors reserves the right to review the refund of the Security Deposit on a case-by-case basis.

In the event use of the rented Community Room exceeds the time reserved, the Owner will forfeit the entire Security Deposit. **Food and Drinks.** The Owner may bring food and beverages into the rented Community Room. If the Owner desires to have alcohol available at the event, the Owner must notify the manager in advance. Use of propane to heat or cook food is prohibited.

- **Set Up and Breakdown.** The Owner is solely responsible for the set up and breakdown of the event. At no time will furniture from one (1) area of the Community Center be relocated to another area.
- **Computation of Rental Time.** The rental time period is inclusive of set-up and clean-up time.
- **Duration of Events.** Unless otherwise authorized by the Manager, each rental shall be for four (4) hours. No rentals will begin before 9:00 am or continue past 10:00 pm.
- **Available Hours.** Two (2) additional hours may be reserved at \$85.00 per hour with seven (7) days prior notice to and approved by the Manager. Additional hours must be within the 9:00 am – 10:00 pm timeframe and run concurrent with the rental time. All private events, including clean-up, must be completed by 10:00 pm.
- **Usage.** Rentals are for private use only i.e. birthday parties, anniversary parties, baby showers.
 - No open access to the public is allowed.
 - No profit generating opportunities allowed.
 - No soliciting.
 - No promotion of business.
 - No onsite sales.
 - Usage of the Community Center sound system is prohibited.
- **Order of Rentals.** Rentals will be considered in the following order:
 - **Declarant**
 - **Board of Directors**
 - **Developer marketing and sales events**
 - **Association events**
 - **Association Committee meetings and events**
 - **Clubs/Classes**

- **Private events**
- **Maximum Capacity.** The maximum capacity limit of 129 individuals in the Community Room shall not be exceeded at any time.
- **Noise.** The volume of live or recorded music must not violate applicable Kendall County, Texas, noise ordinances, or unreasonably interfere with the quiet enjoyment by other Owners and Occupants.
- **Bounce Houses and Other Structures.** Bounce houses and similar structures are not permitted on Common Area.
- **Insurance Requirements.** The Manager reserves the right to require additional liability insurance coverage for any event that it determines, in its sole discretion, needs such liability coverage. Additional liability coverage will be required for all events that use catering services. The Association shall be named on any required insurance policy as an additional insured. A copy of any required insurance policy and/or certificate of insurance must be provided to the Manager on or before seventy-two (72) hours prior to the event.
- **Surveillance Cameras.** Surveillance cameras may be used in the Esperanza community at all times.
- **Community Room Rental Rate.** The rental rate is \$150.00 for the initial 4 hours.
- **Community Room Security Deposit.** The security deposit is \$300.00.

Indemnification

Owner agrees that by submission of the Community Rental Request, he/she will be held liable for all damages, losses and expenses incurred by the Association caused by acts and/or omissions of the Owner, or any of his or her guests, agents, officers, directors, employees, consultants, or similar persons. Further, the Owner agrees to indemnify, defend and hold the Association harmless of all claims, suits, judgments, damages, losses and expenses, including but not limited to court cost, expert witnesses, consultation services and attorney fees, arising from all acts and/or omissions of the Owner, or any of his/her guests, agents, officers, directors, employees, consultants, or similar persons.

Nothing contained in this Policy or the Community Room Rental Request shall be construed as a waiver of the Associations' limitations on liability.



COMMUNITY ROOM RENTAL REQUEST

Rental Request

OFFICE USE ONLY

DATE: ___/___/___

FINAL APPROVED DATE

**OF THE COMMUNITY
ROOM RENTAL**

1. OWNER INFORMATION

Name: _____ Submitted On: _____/_____/____ at ____:____ am/pm

Address: _____
Street City State Zip

Phone: _____ Email: _____
Cell Work/Home

I UNDERSTAND THAT THIS REQUEST IF ONLY FOR THE USE OF THE COMMUNITY ROOM AND DOES NOT INCLUDE THE USE OF ANY OTHER ESPERANZA FACILITIES, INCLUDING THE FITNESS CENTER AND POOLS.

Owner signature of acknowledgement Date

2. RENTAL INFORMATION

Event Name: _____

Description: _____

Date(s) and Time(s):

Day: _____ Date: ___/___/___ Start Time: ____:____ am/pm (includes set-up)

Expected Number of Attendees: _____ End Time: ____:____ am/pm (includes clean-up)

Any additional information:

Repeat: Yes/No If yes, how often: (Ex. Once a week or every Monday and Thursday)

Alternate Date Request: (In case the initial date requested is not available, please indicate another request option)

Day: _____ Date: ___/___/___ Start Time: ____:____ am/pm (includes set-up)

Expected Number of Attendees: _____ End Time: ____:____ am/pm (includes clean-up)

Community Room Rental Rate. The rental rate is \$150.00 for the initial four (4 hours). Two (2) additional hours may be reserved at \$85.00 with seven (7) days prior notice to and written approval by the Manager. **Palmera Pool Rental Rate.** The rental rate is \$550.00 for 8:30pm - 11:30pm. A \$500 security deposit is required.

Homeowners are required to pay for mandatory pool monitors during Palmera Pool rentals at \$20/hour (3 hour minimum.) On-site security by a Kendall County Sheriff is also required at the homeowner's expense for after hours events at \$50/hour (3 hour minimum.)

Community Room Security Deposit. The security deposit is \$300.00.

- 3. ADDITIONAL INFORMATION** (i.e. number of tables/chairs requested):
Use the space below to list any additional information

YOU ARE RESPONSIBLE FOR ENSURING THAT ALL VENDORS SUBMIT A COPY OF THEIR BUSINESS LICENSE AND A CERTIFICATE OF LIABILITY INSURANCE NAMING THE ASSOCIATION AS THE CERTIFICATE HOLDER.

- 4. "As is Condition": Own Risk.** The Association makes no warranty or representation regarding the physical condition of the facilities, the furniture, fixtures and other personal property within the facilities or their safety, security or suitable of use. No oral representation by the Manager or their staff shall constitute any kind of warranty whatsoever. Owner acknowledges the Owner's use is at their own risk and the Association or Manager shall not be liable to Owner or to Owner's family, guests, invitees, agents and employees or any third party for any damage to person or property proximately caused by an act, omission or neglect of Owner or Owner's family , guests, invitees, agents and employees or any third party. Owner acknowledges and agrees that the Association or the manager is not responsible for damaged, lost or stolen personal property.
- 5. Indemnity.** To the fullest extent permitted by law, Owner hereby does and agrees to indemnify, protect, hold harmless and defend the Association and their respective officers, directors, employees and agents from and against all claims, demands, damages, injuries, losses, liens, causes of action, suits, judgements, penalties, liabilities, debts cost and expenses, including court costs and attorneys' fees of any nature, kind or description, whether arising out of a cancelled reservation, contract, tort, strict liability, misrepresentation, violation of applicable law and/or cause whatsoever, including without limitation, claims for injuries to or death of any person, or damage to or loss of any property of any person or entity directly or indirectly (collectively, "**Liability**") arising out of, caused by, in connection with, or resulting from Owner's reservation and Owner's use of the facilities. Owner expressly agrees that this indemnity and hold harmless provision shall apply where Liability arises in whole or in part from the negligence of the Association or their officers, directors, employees and agents. This provision shall survive the termination of this Agreement.

- 6. Release.** Owner hereby releases the Association and their respective officers, directors, employees and agents from liability for any claims with respect to the facilities, including negligence of the Association and their respective officers, directors, employees and agents. This provision shall survive the termination of this Agreement.
- 7. Acknowledgement of Receipt of Rules.** Owner hereby acknowledges receipt of the attached Esperanza Community Room Rental Policy and Rules (the “**Policy**”) and hereby agrees to abide by the Policy and to inform their family, guests, invitees, agents and employees who use the Community Room of the Policy and that their compliance with the Policy is required. Owner hereby agrees to clean and restore the rented Community Room to meet or exceed its pre-rented condition, within the reserved time period, including, but not limited to, removal and disposal of all event associated trash from the rented Community Center or any Common Area.

Owner Signature

Printed Name

Esperanza Representative Signature

Printed Name

OFFICE USE ONLY – DEPOSITS & APPROVAL INFORMATION

Amount of Deposit: \$ _____ Received On: _____ Received By: _____

Form of Payment: Check # _____ Money Order # _____

Amount of Rental Payment: \$ _____ Received On: _____

Received By: _____ Form of Payment: Check # _____ Money Order # _____

Manager Action: Reviewed & Approved ___ Not approved ___ Initials: ___ Date: _____

Rental Status: Tentative Cancelled Day: _____ Date: __/__/__

Cancelled Day: _____ Date: __/__/__

Notes:
